



NE PROPERTY B.V.

(incorporated as a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) under the laws of The Netherlands, registration number 34285470)

EUR3,000,000,000

GUARANTEED EURO MEDIUM TERM NOTE PROGRAMME

guaranteed by

NEPI ROCKCASTLE PLC

(incorporated with limited liability under the laws of the Isle of Man, registration number 014178V)

Under the Guaranteed Euro Medium Term Note Programme described in this Base Prospectus (the "**Programme**"), NE Property B.V. (the "**Issuer**"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue Euro Medium Term Notes guaranteed by NEPI Rockcastle plc (the "**Guaranteee**" and the "**Guarantor**", respectively) (the "**Notes**"). The aggregate nominal amount of Notes outstanding will not at any time exceed EUR3,000,000,000 (or the equivalent in other currencies).

This Base Prospectus has been approved by the Central Bank of Ireland (the "**CBI**") as competent authority under Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). The CBI only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer, the Guarantor or the quality of the Notes that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes. Such approval relates only to Notes issued under the Programme within twelve months after the date hereof. The Issuer will, in the event of any significant new factor, material mistake or material inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Base Prospectus. This Base Prospectus will be valid as a base prospectus under the Prospectus Regulation for 12 months from its date. The obligation to prepare a supplement to this Base Prospectus in the event of any significant new factor, material mistake or material inaccuracy does not apply when the Base Prospectus is no longer valid. Application will be made to the Irish Stock Exchange plc, trading as Euronext Dublin ("**Euronext Dublin**") for Notes (other than Exempt Notes (as defined below)) issued under the Programme during the period of 12 months from the date of this Base Prospectus to be admitted to the official list (the "**Official List**") of Euronext Dublin and to trading on the regulated market of Euronext Dublin (the "**Regulated Market**"). The Regulated Market is a regulated market for the purposes of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments (as amended, "**MiFID II**"). The Programme also permits Notes to be issued on the basis that they may be admitted to listing, trading and/or quotation by the Bucharest Stock Exchange as may be agreed with the Issuer.

The requirement to publish a prospectus under the Prospectus Regulation only applies to Notes which are to be admitted to trading on a regulated market in the EEA (as defined below) and/or offered to the public in the EEA other than in circumstances where an exemption is available under Article 1(4) of the Prospectus Regulation. References in this Base Prospectus to "**Exempt Notes**" are to Notes for which no prospectus is required to be published for any purpose under the Prospectus Regulation. Exempt Notes do not form part of this Base Prospectus for the purposes of the Prospectus Regulation and the CBI has neither approved nor reviewed information contained in this Base Prospectus in connection with Exempt Notes. The information in relation to Exempt Notes contained herein may not include the type, level and detail of disclosure as required by the Prospectus Regulation or other legislation and any investor who acquires Exempt Notes will not have any recourse to the Issuer pursuant to any Prospectus Regulation related liability regime. Exempt Notes may be admitted to listing, trading and/or quotation by any relevant authority, stock exchange and/or quotation system or be admitted to listing, trading and/or quotation by such other or further relevant authorities, stock exchanges and/or quotation systems, as may be agreed with the Issuer. The Issuer may also issue unlisted Exempt Notes and/or Exempt Notes not admitted to trading on any market.

In the case of Exempt Notes, the aggregate principal amount of Notes, interest (if any) payable in respect of such Notes, the issue price of such Notes and certain other information which is applicable to each Tranche (as defined below) will be set out in a pricing supplement (the "**Pricing Supplement**"). In the case of Exempt Notes, references herein to "Final Terms" shall be deemed to be references to a "Pricing Supplement", so far as the context admits.

Each Series (as defined in "*Overview of the Programme – Method of Issue*") of Notes in bearer form will be represented on issue by a temporary global note in bearer form (each a "**temporary Global Note**") or a permanent global note in bearer form (each a "**permanent Global Note**") and each of the temporary Global Notes and permanent Global Notes, a "**Global Note**"). If the Global Notes are stated in the applicable Final Terms to be issued in new global note ("NGN") form, the Global Notes will be delivered on or prior to the original issue date of the relevant Tranche to a common safekeeper (the "**Common Safekeeper**") for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**"). Notes in registered form will be represented by registered certificates (each a "**Certificate**"), one Certificate being issued in respect of each Noteholder's entire holding of Registered Notes of one Series. Registered Notes issued in global form will be represented by registered global certificates ("**Global Certificates**"). If a Global Certificate is held under the New Safekeeping Structure (the "**NSS**") the Global Certificate will be delivered on or prior to the original issue date of the relevant Tranche to a Common Safekeeper for Euroclear and Clearstream, Luxembourg.

Global Notes which are not issued in NGN form ("**Classic Global Notes**" or "**CGNs**") and Global Certificates which are not held under the NSS will be deposited on the issue date of the relevant Tranche with a common depository on behalf of Euroclear and Clearstream, Luxembourg (the "**Common Depository**").

The provisions governing the exchange of interests in Global Notes for other Global Notes and definitive Notes are described in "*Summary of Provisions Relating to the Notes while in Global Form*".

The Programme has been rated BBB by both S&P Global Ratings Europe Limited ("**S&P**") and Fitch Ratings Ltd. ("**Fitch**"). S&P and Fitch are each established in the European Union or in the UK and registered under Regulation (EC) No 1060/2009 (the "**CRA Regulation**"). Tranches of Notes (as defined in "*Overview of the Programme – Method of Issue*") to be issued under the Programme will be rated or unrated. Where a Tranche of Notes is to be rated, such rating will not necessarily be the same as the rating assigned to the Notes already issued. Where a Tranche of Notes is rated, the applicable rating(s) will be specified in the relevant Final Terms. Whether or not a rating in relation to any Tranche of Notes will be treated as having been issued by a credit rating agency established in the European Union or the UK and registered under the CRA Regulation will be disclosed in the relevant Final Terms.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Prospective investors should have regard to the factors described under the section headed "*Risk Factors*" in this Base Prospectus.

IMPORTANT – EEA AND UK RETAIL INVESTORS - If the Final Terms (or Pricing Supplement, as the case may be) in respect of any Notes includes a legend entitled "Prohibition of Sales to EEA and UK Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**") or in the United Kingdom (the "**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.

MIFID II PRODUCT GOVERNANCE / TARGET MARKET – The Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt Notes) may include a legend entitled "MiFID II Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels. A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

BENCHMARK REGULATION - Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) 2016/1011 (the "**Benchmark Regulation**"). If any such reference rate does constitute such a benchmark, the Final Terms (or Pricing Supplement, in the case of Exempt Notes) will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to Article 36 (*Register of administrators and benchmarks*) of the Benchmark Regulation. Transitional provisions in the Benchmark Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the Final Terms (or Pricing Supplement, in the case of Exempt Notes). The registration status of any administrator under the Benchmark Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the Final Terms (or Pricing Supplement, in the case of Exempt Notes) to reflect any change in the registration status of the administrator.

Arranger for the Programme

DEUTSCHE BANK

Dealers

CITIGROUP	DEUTSCHE BANK	HSBC	ING	J.P. MORGAN	RAIFFEISEN BANK INTERNATIONAL	SOCIÉTÉ GÉNÉRALE CORPORATE & INVESTMENT BANKING
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*This document comprises a base prospectus (the "**Base Prospectus**") for the purposes of the Prospectus Regulation. For the purpose of giving information with regard to the Issuer, the Guarantor and the Guarantor and its consolidated subsidiaries (which includes the Issuer) taken as a whole (the "**Group**") this Base Prospectus when read together with the relevant Notes shall contain all necessary information which, according to the particular nature of the Issuer, the Guarantor and the Notes, is material to an investor for making an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer and the Guarantor, the rights attaching to the Notes and the reasons for the issuance and its impact on the Issuer.*

The Issuer and the Guarantor accept responsibility for the information contained in this Base Prospectus. To the best of the knowledge of the Issuer and the Guarantor the information contained in this Base Prospectus is in accordance with the facts and the Base Prospectus makes no omission likely to affect its import.

*This Base Prospectus is to be read in conjunction with all documents which are incorporated by reference herein (see "**Documents Incorporated by Reference**").*

No person has been authorised to give any information or to make any representation other than those contained in this Base Prospectus in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Guarantor or any of the Dealers, the Arranger or the Trustee (as defined in "Overview of the Programme**"). Neither the delivery of this Base Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Guarantor since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer or the Guarantor since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.**

No Notes may be issued under the Programme with a minimum denomination of less than EUR 100,000 (or the equivalent in any other currencies as at the date of issue of any Notes). Subject thereto, Notes will be issued in such denominations as may be specified in the relevant Final Terms, subject to compliance with all applicable legal and/or regulatory requirements.

The distribution of this Base Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by the Issuer, the Guarantor, the Dealers and the Arranger to inform themselves about and to observe any such restriction.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States and Notes in bearer form are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or (in the case of Notes in bearer form) delivered within the United States or to U.S. persons (as defined in Regulation S under the Securities Act ("**Regulation S**")). For a description of certain restrictions on offers and sales of Notes and on distribution of this Base Prospectus, see "**Subscription and Sale**".**

This Base Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer, the Guarantor or the Dealers to subscribe for, or purchase, any Notes.

To the fullest extent permitted by law, none of the Dealers, the Arranger or the Trustee accept any responsibility for the contents of this Base Prospectus or for any other statement, made or purported to be made by the Arranger, a Dealer or the Trustee or on their behalf in connection with the Issuer, the Guarantor, or the issue and offering of the Notes. The Arranger, each Dealer and the Trustee accordingly disclaim all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Base Prospectus or any such statement. Neither this Base Prospectus nor any financial statements are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Guarantor, the Arranger, the Dealers or the Trustee that any recipient of this Base Prospectus or any financial statements should purchase the Notes. Each potential purchaser of Notes

should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers, the Arranger or the Trustee undertakes to review the financial condition or affairs of the Issuer or the Guarantor during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers, the Arranger or the Trustee.

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or person(s) acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to a "member state" are references to a member state of the European Economic Area, references to "EUR", "€" and "euro" are to the lawful currency of the participating member states in the third stage of the Economic and Monetary Union of the Treaty establishing the European community, and all references to "GBP" are to the lawful currency of the UK.

This Base Prospectus contains certain forward-looking statements. The words "anticipate", "believe", "expect", "plan", "intend", "targets", "aims", "estimate", "project", "will", "would", "may", "could", "continue" and similar expressions are intended to identify forward-looking statements. All statements other than statements of historical fact included in this Base Prospectus, including, without limitation, those regarding the financial position, business strategy, management plans and objectives for future operations of the Issuer and the Guarantor are forward looking statements. These forward-looking statements involve known and unknown risks, uncertainties and other factors, which may cause the Issuer's or the Guarantor's actual results, performance or achievements, or industry results, to be materially different from those expressed or implied by these forward-looking statements. These forward-looking statements are based on numerous assumptions regarding the Issuer's and the Guarantor's present and future business strategies and the environment in which they expect to operate in the future. Important factors that could cause their actual results, performance or achievements to differ materially from those in the forward-looking statements include, among other factors described in this Base Prospectus:

- the global recession and financial crisis due to the ongoing global coronavirus pandemic;
- their ability to realise the benefits they expect from existing and future investments in their existing operations and pending expansion and development projects;
- their ability to integrate their newly-acquired operations and any future expansion of their business;
- their ability to obtain requisite governmental or regulatory approvals to undertake planned or proposed development projects;
- their ability to obtain external financing or maintain sufficient capital to fund their existing and future operations;
- changes in political, social, legal or economic conditions in the markets in which they and their customers operate;
- changes in the competitive environment in which they and their customers operate;
- failure to comply with regulations applicable to their business; or

- **fluctuations in the currency exchange rates in the markets in which they operate.**

Additional factors that could cause actual results, performance or achievements to differ materially include, but are not limited to, those discussed under "Risk Factors". Any forward-looking statements made by or on behalf of the Issuer or the Guarantor speak only as at the date they are made. Neither the Issuer nor the Guarantor undertakes to update forward-looking statements to reflect any changes in their expectations with regard thereto or any changes in events, conditions or circumstances on which any such statement is based.

Any information sourced from third parties contained in this Base Prospectus has been accurately reproduced and, as far as the Issuer and the Guarantor are aware and are able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

The Notes are complex financial instruments and such instruments may be purchased by investors as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained in this Base Prospectus or any applicable supplement;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal and interest payments is different from the potential investor's currency;
- understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

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OVERVIEW OF THE PROGRAMME

The following overview is qualified in its entirety by the remainder of this Base Prospectus.

Issuer:	NE Property B.V.
Guarantor:	NEPI Rockcastle plc
Description:	Guaranteed Euro Medium Term Note Programme
Size:	Up to EUR 3,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time.
Arranger:	Deutsche Bank AG, London Branch
Dealers:	Citigroup Global Markets Europe AG Citigroup Global Markets Limited Deutsche Bank AG, London Branch HSBC Bank plc ING Bank N.V. J.P. Morgan Securities plc Raiffeisen Bank International AG Société Générale The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Base Prospectus to "Permanent Dealers" are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and references to "Dealers" are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.
Trustee:	BNY Mellon Corporate Trustee Services Limited
Issuing and Paying Agent:	The Bank of New York Mellon, London Branch
Method of Issue:	The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a " Series ") having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a " Tranche ") on the same or different issue dates. The specific terms of each Tranche (which will be completed, where necessary, with the relevant terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be completed in the final terms (the " Final Terms ").
Issue Price:	Notes may be issued at their nominal amount or at a discount or premium to their nominal amount.

Form of Notes:

The Notes may be issued in bearer form ("**Bearer Notes**") or in registered form ("**Registered Notes**") only. Each Tranche of Bearer Notes will be represented on issue by a temporary Global Note if (i) definitive Notes are to be made available to Noteholders following the expiry of 40 days after their issue date or (ii) such Notes have an initial maturity of more than one year and are being issued in compliance with the TEFRA D (as defined in "*Selling Restrictions*" below), otherwise such Tranche will be represented by a permanent Global Note. Registered Notes will be represented by Certificates, one Certificate being issued in respect of each Noteholder's entire holding of Registered Notes of one Series. Certificates representing Registered Notes that are registered in the name of a nominee for one or more clearing systems are referred to as "*Global Certificates*".

Clearing Systems:

Clearstream, Luxembourg, Euroclear and, in relation to any Tranche, such other clearing system as may be agreed between the Issuer, the Issuing and Paying Agent, the Trustee and the relevant Dealer.

Initial Delivery of Notes:

On or before the issue date for each Tranche, if the relevant Global Note is a NGN or the relevant Global Certificate is held under the NSS, the Global Note or Global Certificate will be delivered to a Common Safekeeper for Euroclear and Clearstream, Luxembourg. On or before the issue date for each Tranche, if the relevant Global Note is a CGN or the relevant Global Certificate is not held under the NSS, the Global Note representing Bearer Notes or the Global Certificate representing Registered Notes may be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Global Notes or Global Certificates may also be deposited with any other clearing system or may be delivered outside any clearing system **provided that** the method of such delivery has been agreed in advance by the Issuer, the Issuing and Paying Agent, the Trustee and the relevant Dealer. Registered Notes that are to be credited to one or more clearing systems on issue will be registered in the name of nominees or a common nominee for such clearing systems.

Terms and Conditions

The Notes of each Series (other than Exempt Notes) are subject to the "*Terms and Conditions of the Notes*", as completed by the applicable Final Terms.

In the case of Exempt Notes only, the Notes of each Series are subject to the "*Terms and Conditions of the Notes*" as supplemented, replaced or modified by the terms of the applicable Pricing Supplement.

Currencies:

Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer, the Guarantor and the relevant Dealers.

Maturities:

Subject to compliance with all relevant laws, regulations and directives, any maturity between one month and 30 years.

Specified Denomination:

Definitive Notes will be in such denominations as may be specified in the relevant Final Terms save that (i) no Notes may be issued with a minimum denomination of less than €100,000 (or its equivalent in any other currency as at the date of issue of the Notes); and (ii) unless otherwise permitted by then current laws and regulations, Notes (including Notes denominated in sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the UK or whose issue otherwise constitutes a contravention of section 19 of the FSMA will have a

minimum denomination of £100,000 (or its equivalent in other currencies).

Fixed Rate Notes:

Fixed interest will be payable in arrear on the date or dates in each year specified in the relevant Final Terms.

Floating Rate Notes:

Floating Rate Notes will bear interest determined separately for each Series as follows:

- (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. or
- (ii) by reference to LIBOR, EURIBOR or ROBOR as adjusted for any applicable margin.

Interest periods will be specified in the relevant Final Terms.

Zero Coupon Notes:

Zero Coupon Notes (as defined in "*Terms and Conditions of the Notes*") may be issued at their nominal amount or at a discount to it and will not bear interest.

**Interest Periods and Interest Rates;
Step Up Rating Adjustment:**

The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. If Step Up Rating Adjustment is specified as being applicable in the applicable Final Terms and, prior to an Interest Payment Date, a Rate of Interest Step Up Trigger occurs, then each Note shall bear interest on its outstanding principal amount at the rate per annum equal to the Rate of Interest plus the Step Up Rate specified in the applicable Final Terms. See "*Terms and Conditions of the Notes*". The Final Terms issued in respect of each issue of interest-bearing Notes will specify the relevant interest periods and interest rate(s).

Redemption:

The relevant Final Terms will specify the basis for calculating the redemption amounts payable. Unless permitted by then current laws and regulations, Notes (including Notes denominated in sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the UK or whose issue otherwise constitutes a contravention of section 19 of the FSMA must have a minimum redemption amount of £100,000 (or its equivalent in other currencies).

Optional Redemption:

The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and/or the holders, and if so the terms applicable to such redemption.

Status of Notes:

The Notes constitute direct, general and unconditional obligations of the Issuer which will at all times rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured obligations of the Issuer, save for certain obligations preferred by law and subject to the "*Terms and Conditions of the Notes – Negative Pledge*".

Status of Guarantee

The guarantee of the Notes constitutes direct, general and unconditional obligations of the Guarantor which will at all times

rank at least *pari passu* with all other present and future unsecured obligations of the Guarantor, save for such obligations as may be preferred by provisions of law and subject to the "*Terms and Conditions of the Notes – Negative Pledge*".

Negative Pledge:

See "*Terms and Conditions of the Notes – Negative Pledge*".

Cross Default/Cross-acceleration of Issuer, Guarantor or Material Subsidiary:

See "*Terms and Conditions of the Notes – Events of Default*".

Ratings:

The Programme has been rated BBB by both S&P and Fitch.

Tranches of Notes will be rated or unrated. Where a Tranche of Notes is to be rated, such rating will be specified in the relevant Final Terms.

A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Withholding Tax:

All payments of principal and interest in respect of the Notes will be made free and clear of withholding taxes of any Tax Jurisdiction (as defined in Condition 9 of the Notes), unless the withholding is required by law. In such event, the Issuer or the Guarantor shall, subject to customary exceptions, pay such additional amounts as shall result in receipt by the Noteholder and Couponholder of such amounts as would have been received by it had no such withholding been required, all as described in "*Terms and Conditions of the Notes – Taxation*".

Governing Law:

English.

Listing and Admission to Trading:

Application has been made to list Notes issued under the Programme (other than Exempt Notes) on the Official List and to admit them to trading on the Regulated Market.

Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets (including the Bucharest Stock Exchange) agreed between the Issuer and the relevant Dealer in relation to the relevant Series of Notes. Exempt Notes which are neither listed nor admitted to trading on any market may also be issued.

The applicable Final Terms will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.

Redenomination, Renominalisation and/or Consolidation

Notes denominated in a currency of a country that subsequently participates in the third stage of European Economic and Monetary Union may be subject to redenomination, renominalisation and/or consolidation with other Notes then denominated in euro. The provisions applicable to any such redenomination, renominalisation and/or consolidation will be as specified in the relevant Final Terms.

Selling Restrictions:

The United States, the EEA, the UK, the Netherlands, the Isle of Man, Japan and the Republic of Italy. See "*Subscription and Sale*".

The Issuer and the Guarantor are Category 2 for the purposes of Regulation S under the Securities Act, as amended.

The Notes will be issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form

that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") ("**TEFRA D**"), unless (i) the relevant Final Terms states that Notes are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) ("**TEFRA C**") or (ii) the Notes are issued other than in compliance with TEFRA D or TEFRA C but in circumstances in which the Notes will not constitute "registration required obligations" under the United States Tax Equity and Fiscal Responsibility Act of 1982 ("**TEFRA**"), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.

RISK FACTORS

Investing in the Notes involves certain risks. The Issuer and the Guarantor believe that the following factors represent the principal risks inherent in investing in the Notes, but the Issuer and the Guarantor may be unable to pay interest, principal or other amounts on or in connection with the Notes for other reasons and neither the Issuer nor the Guarantor represent that the statements below regarding the risks of investing in and holding the Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including any documents incorporated by reference in, and forming part of, this Base Prospectus), make such inquiries in relation to the Issuer, the Guarantor and the Notes as they think appropriate and reach their own views prior to making any investment decision.

FACTORS RELATING TO THE GROUP

An investment in the Notes involves a high degree of risk. Before purchasing the Notes, prospective investors should consider carefully the specific risk factors set forth below, as well as the other information contained elsewhere in this Base Prospectus. Any of the risks described below could have a material adverse impact on the Group's business, prospects, results of operations and financial condition and could therefore have a negative effect on the trading price of the Notes and the Issuer's ability to pay all or part of the interest or principal on the Notes.

Additional risks not currently known to the Issuer or that the Issuer deems immaterial at the date of this Base Prospectus may also harm the Group. Prospective investors should be aware that the value of the Notes and any income therefrom may decrease and that investors may not be able to realise their initial investment.

Risks relating to the Group's business and industry

The global economic recession and financial crisis due to the ongoing global coronavirus pandemic may affect the Group's business and results of operations

The outbreak of the coronavirus (Covid-19) pandemic, together with measures aimed at mitigating the further spread of Covid-19, such as the restrictions on travel, imposition of quarantines, prolonged closures of stores and workplaces, social distancing measures and other restrictions has had a significant adverse effect on the global economy and international financial markets. Also, it has had a negative effect on the Group's operations and may further significantly negatively impact the Group's business.

The closure of certain "non-essential" shops in the Group's shopping centres, shorter opening hours for the open stores, and the quarantines and other restrictions imposed by the governments of the countries in which the Group has operations have resulted and could continue to result in:

- lower presence and, correspondingly, consumer spending in the Group's retail centres; and
- short-term absences of staff working for the Group or the Group's tenants as a result of illness or quarantines,

which in turn has affected, and could continue to affect, tenants' turnover and their financial status, thus affecting rental collection by the Group and/or reducing its rental income.

In addition, should the "work from home" regime implemented throughout the coronavirus pandemic period continue to be used by tenants and should the demand for office space decrease as a consequence, this could negatively impact the Group's office portfolio. However, such impact cannot be assessed yet as it is largely dependant on tenants' strategies for further implementation of this "work from home" trend going forward.

Moreover, the social distancing measures implemented by countries around the world to slow the spread of Covid-19 could result in a severe global recession or depression and financial crisis. As economic activity is expected to continue to be drastically reduced for several months, many businesses could be forced to close, leading to additional increases in unemployment and to a decrease in consumer spending. Such developments could have a number of severely negative effects on the Group's business, including the following:

- some tenants in the Group's properties could find it increasingly difficult to pay rent, thereby leading to an increase in late payments and a consequential reduction of the Group's cash flow (for example, for the first

five months of 2020, the Group registered a lower than usual collection rate);

- other tenants in the Group's properties may go bankrupt and/or may no longer be able to afford to pay rent at all and be forced to move out, thereby further reducing the Group's revenue streams - as a result, the Group may be confronted with having lower occupancy levels or having to lower rental prices at its properties;
- the Covid-19 pandemic may have a negative impact on rental prices and overall demand, which may also affect the Group's income, cash flow and profitability and the value of the properties it holds; and
- lower consumer spending in the Group's retail centres, which may affect the tenants' and, correspondingly, the Group's cash flow where part of the rent is linked to tenants' turnover or where tenants exercise the right to terminate their lease agreements (as in some cases, large tenants have such right to terminate their lease agreements in case their sales decrease under a certain level or in case the occupancy rate of the relevant shopping centre decreases below a certain agreed ratio).

As of the date of this Base Prospectus, more than 90 per cent. of the Group's total property portfolio by gross leasable area ("**GLA**") is open. Governments in some of the countries in which the Group operates have implemented measures with the aim of supporting businesses affected by the closures (as described above), such as deferral of rental payments (e.g. Romania) or applying the discounts to rental payments as provided by the law (e.g. Lithuania). The most severe measure for landlords has been provided by the change in law in Poland where the legislator imposed a rent free period for tenants (including service charge and marketing costs) during the emergency state. The Group has been working closely with tenants, many of whom have taken advantage of government measures across the CEE jurisdictions which support tenants. In some cases, the Group has collected security deposits in lieu of rents. The Group's tenant support also focused on 60-day deferral of payments for the April and May 2020 invoices, without penalties, for those tenants affected by the emergency state closures, being mostly non-essential businesses. In addition, the Group will consider discounts or rent reliefs in the future on a case-by-case basis, based on an analysis of the relevant tenant's financial situation, occupancy cost ratio and other factors, and focused on maintaining a functioning retail environment for the long term.

The Group had EUR 590 million liquidity as at 31 March 2020, consisting of cash and undrawn credit facilities. The Group remains committed to maintaining a conservative gearing ratio and adequate liquidity and has revised its expenditure for its development pipeline, focusing only on committed on-going projects. Out of its investment property, 83 per cent. was unencumbered as at 31 March 2020. On 1 April 2020, S&P reaffirmed its rating BBB rating of the Issuer, however, in light of the Covid-19 pandemic, revised its outlook from stable to negative. On 30 April 2020, Fitch reaffirmed its rating BBB rating of the Issuer with stable outlook.

The extent of the impact of the Covid-19 pandemic on the Group is highly uncertain at this time and depends on a number of factors, such as the duration of the pandemic and the suitability and effectiveness of measures adopted by authorities in response to the pandemic. The potential impact on property valuations and on the continued ability of the Group to meet the financial covenants under its borrowings is unknown but will be highly dependent on the economic situation and the speed at which lockdown restrictions continue to be relaxed or, on the contrary, resumed, in the countries where the Group operates.

The continued spread of the Covid-19 pandemic and the occurrence or escalation of one or more of the above developments may severely negatively impact the Group's business, financial condition, prospects and results of operations. In addition, the impact of the Covid-19 pandemic, including measures taken by governments and authorities in jurisdiction where the Group operates to contain the spread of the virus, might heighten the other corresponding risks described under this section "Risk Factors" including by increasing both the probability of negative impacts as well as the severity of such impacts.

The global economic recession and financial crisis due to the ongoing global coronavirus pandemic may affect the financial position and performance of the Group

The Covid-19 pandemic and the measures taken by governments and authorities with the aim to mitigate its further spread are expected to also have a significant impact on the Group's operations during 2020. While the Group cannot quantify yet the full impact of the Covid-19 pandemic on the Group's financial position and financial performance, the Covid-19 pandemic (including the mitigating measures taken by authorities in jurisdiction where the Group operates) could have a number of significant negative effects, including the following:

- investment property held at fair value may experience a decrease in carrying amounts subsequent to 31 December 2019;
- goodwill may be impaired due to revised assumptions used in the calculations that support its carrying amount;
- trade receivables may experience higher levels of impairment, as the Group envisages partial write-off of certain rent receivables as a measure to support tenants, or as tenants experience financial difficulties;
- financial investments at fair value, consisting of listed securities, may experience loss in value due to lower quoted market prices;
- gross rental income and net operating income may experience a decrease, as a result of measures implemented by governments that allow tenants to suspend rental payments during the lockdown period; and
- interest expense may increase, as the Group utilises more of its available financing facilities.

The global coronavirus pandemic could continue to impact the Group's contractors and affect the Group's business and results of operations

The Covid-19 pandemic could also continue to affect the Group's contractors, resulting in delays or cessation of any development or refurbishing works. The quarantines and other restrictions imposed by the governments of the countries in which the Group has operations have resulted and could continue to result in:

- increased costs as a result of any necessary disinfections and other health and safety measures implemented at the Group's properties (including by tenants in leased premises),
- short-term absences of staff working for the Group or for its contractors as a result of illness, quarantines or other restrictive measures,
- contractors' insolvency or bankruptcy, leading to their inability to complete projects, delays and increased costs and
- short-term absences or delays in the delivery of various materials necessary for the development or refurbishing works,

any of which could have a material adverse effect on the Group's business, financial condition, prospects and results of operations.

The Group's capital expenditure and other construction, development and maintenance costs may be higher than expected

The Group's investment and development programme entails significant planned expenditures. In addition, the Group will continue to undertake construction and development work on an on-going basis with respect to its real estate assets to meet legal and market requirements and not all of such operating expenses may be passed on to the tenants. The Group is subject to a number of construction, operating and other risks relating to the completion of its investment and development of real estate programmes that are beyond its control. These include shortages of, increases in, and/or price inflation in respect of (as applicable), the following: materials, equipment and labour, contractors' insolvency or bankruptcy, adverse weather conditions, accidents, unexpected delays and other unforeseen circumstances, any of which could result in costs that are materially higher than initially estimated by the Group. These risks are exacerbated by the Covid-19 pandemic. Furthermore, the inability to complete the construction and leasing of a property on schedule may result in increased construction or renovation costs which

may result in the termination of an existing investment agreement and further result in claims by third parties for damages and termination of respective leases.

For large refurbishment or development projects, costs related to securing property, obtaining planning, demolition and/or construction or other required consents, dealing with counterparties and obtaining approvals and consents (both from third parties and regulators) can be significant and time consuming. There is also a risk that planning or permitted use consents are not obtained, are delayed, are subject to uneconomic or unfavourable conditions or, once received, may be challenged. The Group may delay or abandon refurbishment or development opportunities that it has started to pursue and consequently fail to recover costs already incurred. In some cases, the refurbishment or development of properties may be subject to revaluation losses due to, for example, the Group's determination that a given refurbishment or development property is not likely to yield a desired level of net rental income or occupancy. Other write-offs relating to abandoned refurbishment or development opportunities, or revaluation losses resulting from changes in the value of a refurbishment or development properties, may occur in the future. Moreover, construction defects on completed or ongoing developments may lead to property and personal damages which affect the Group and the developments themselves.

Laws in relevant jurisdictions impacting the Group may be introduced that may be applied retrospectively and affect existing building consents which would restrict development in the Group's target geographies. This could negatively affect the Group's ability to complete a development and refurbishment programme on schedule or within the estimated budget. Even if the Group is successful in implementing a project, the Group may not see a return on its investments due to unforeseen costs. Any failure by the Group to complete an investment and development programme or to otherwise undertake appropriate construction or refurbishment work could adversely affect the rental revenue earned from the affected real estate, impacting the Group's business, financial condition, prospects and results of operations.

The Group is exposed to certain risks relating to real estate investments

Investing in real estate is generally subject to various risks, including the following:

- adverse changes in national or international economic conditions;
- adverse local market conditions;
- the financial conditions of the retail sector (including tenants, buyers and sellers of real estate);
- the availability of debt and equity financing;
- changes in interest rates, real estate tax rates and other operating expenses;
- environmental and operational laws and regulations, planning laws and other governmental rules and fiscal policies;
- environmental claims arising in respect of properties acquired with undisclosed or unknown environmental problems or as to which inadequate reserves had been established;
- energy and utilities prices;
- ownership restitution risks, property ownership uncertainty and related litigation;
- changes in the relative popularity of real estate types and locations leading to an oversupply of space or a reduction in demand for a particular type of real estate in a given market; and
- risks and operating problems arising out of the possible lack of availability of certain construction materials.

These factors could cause fluctuations in rental income or operating expenses, which in turn would have a negative effect on the operating returns derived from, and the value of, properties. The value of properties may also be significantly diminished in the event of a downturn in real estate prices or the occurrence of any of the other factors mentioned above. Such a decrease in value or decrease in rental income or the increase in operating expenses would have a material adverse effect on the Group's business, financial condition, prospects and results of operations.

The Group may not successfully integrate recent or future acquisitions or realise synergies from such acquisitions and may not be able to manage growth successfully

The Group has a history of making strategic acquisitions. As part of its strategy, the Group may continue to pursue acquisitions, investments, divestitures or strategic alliances, which may not be completed or, if completed, may not ultimately benefit the Group.

Since November 2017, the Group has grown further through continuous acquisitions such as: Paradise Center (Bulgaria), Aura Centrum (Poland), Ozas Shopping and Entertainment Centre (Lithuania), Galeria Mlyny (Slovakia) and Mammut Shopping Centre (Hungary).

A number of risks arise from such acquisitions, including:

- failure to complete a transaction that has been announced;
- failure to manage existing businesses while integrating acquired operations due to significant demands on its management and other resources;
- failure to achieve anticipated cost savings and synergies as a result of acquisitions; and
- management of acquisitions will require continued development of financial controls and information systems, which may prove to be expensive, time-consuming and difficult to maintain. Moreover the acquired assets may not perform as anticipated in the acquisition process.

The Group structure is complex, comprising entities in an increased number of different jurisdictions, a variety of properties and a wide range of financing instruments to maintain and expand the Group's operations, all of which potentially can give rise to risk of management and controlling errors which in turn could have a material adverse effect on the business, financial condition, prospects and results of operations of the Group. There can be no assurance that the Group will not experience issues such as capital constraints, delays relating to regulatory and contractual compliance obligations, operational difficulties at new or existing locations, difficulties in integrating new acquisitions into the Group's existing business and operations and managing the training of an increasing number of personnel to manage and operate the expanded business. Challenges the Group may face in future growth include continuing to improve its managerial, technical and operational knowledge, implementing an effective management information system, continuing to recruit and train managerial and other professional staff to satisfy its business requirements, obtaining sufficient financial resources to fund its on-going operations and its future growth, managing relationships with a greater number of tenants, suppliers, contractors, lenders and other third parties, and strengthening its internal control and compliance functions to ensure that the Group is able to comply with its regulatory and contractual obligations. If the Group is unable to successfully manage the impact of its growth on its operational and managerial resources and control systems, it may have a material adverse effect on the Group's business, financial condition, prospects and results of operations.

The real estate sector is susceptible to fraud

Certain activities in the real estate sector have, from time to time, been subject to allegations of embezzlement of cash in connection with arranging large scale real estate transactions. Although the Group is currently not aware of any such fraud taking place within its business and has taken precautionary measures to reduce the risk as much as possible, it may become the target of fraud or other illicit behaviour in any of the markets in which it operates. This may have a material adverse effect on the Group's reputation which in turn may affect the Group's business, financial condition, prospects and results of operations.

The Group is exposed to risks related to the safety of consumers and tenants in shopping centres and other properties, including acts of terrorism and violence

The Group promotes the security and safety of consumers and tenants in its properties. However, due to high visibility and the presence of large numbers of people, the Group's properties may be targets for terrorism and other forms of violence. Any terror or violent attack on a property of the Group or a similar property owned by someone else may harm the operations and general condition of its tenants and, in addition to causing financial and operational losses, may directly or indirectly affect the value of its properties and its development land. Terrorist activities and threats can stop business operations temporarily or permanently, can cause declining visitor numbers to the affected properties and may substantially impede a tenant's business.

The occurrence of any such event, could lower consumer confidence and spending in the Group's retail centres or

increase volatility and uncertainty in the worldwide financial markets and economy, particularly in the event that there are further terrorist attacks across the globe. Adverse economic conditions resulting from these types of events could reduce demand for space in the Group's properties and thereby reduce the value of these properties and rental income and as a result could have a material adverse effect on its business, financial condition, prospects and results of operations.

The Group is exposed to risks related to the modernisation and maintenance of its properties

In order to sustain demand for its properties and to generate adequate revenue in the long term, the Group must maintain and/or improve the condition of its properties to a standard that meets market and regulatory demand. The Group has the primary responsibility for ensuring the maintenance of its properties. It bears the responsibility of meeting the contractual deadlines agreed upon with its suppliers and is liable for the payment of services, regardless of whether it is able to recover these charges from the tenants.

Although the Group constantly reviews the condition of its properties and has established a reporting system to monitor and budget for necessary maintenance and modernisation measures, numerous factors may generate substantial unbudgeted costs for maintenance and modernisation. For example, the outbreak of the Covid-19 pandemic triggered additional requirements, imposed through various legislative acts, in terms of health maintenance measures for the Group. In addition, the Group could underestimate the amount required to be invested for the targeted modernisation and maintenance of its properties. Modernisation costs may increase due to various factors, such as increased costs of materials, labour costs, energy, bad weather conditions, unexpected safety requirements or unforeseen complexities emerging on building sites.

The Group could also be exposed to risks due to delays in the implementation of maintenance or modernisation works in connection with its properties, including: delays in obtaining necessary permits and consents for planned modernisation works, lack of qualified employees, bad weather conditions or delays in the works performed by a contractor or subcontractor or the contractor becoming insolvent during the maintenance or modernisation project.

Higher expenditures than planned or unforeseen additional expenses for modernisation and maintenance that cannot be passed on to tenants and/or delays in any of the matters mentioned above could negatively affect the Group's business, financial condition, prospects and results of operations.

The Group's focus on shopping centres increases its exposure to trends in consumer behaviour

Although the Group's strategy encompasses a diversified portfolio in several property sectors, the focus is on shopping centres that meet the everyday needs of consumers and a downturn in consumer preference for shopping centres would have a more pronounced negative effect on the Group's revenues and profitability. This strategy makes the Group vulnerable to changes in trends in the behaviour of consumers.

Lower consumer confidence due to economic downturns, and a shift in consumer preference towards alternative shopping channels, such as mail order companies, discount stores and internet-based retailers may have an effect on consumer spending levels at shopping centres which could, among other things, result in lower consumer footfall which in turn results in lower tenant turnovers and occupancy rates, with a direct negative impact on the Group's business, financial condition, prospects and results of operations.

Furthermore, increasing use of online retail providers may have an adverse effect on shopping centre sales and decrease demand for commercial retail premises. The retail industry is undergoing a transformation as e-commerce grows and consumers become increasingly comfortable with internet and mobile shopping, especially in the context of the Covid-19 pandemic. Shopping centres will need to adapt their services and tenant offerings to meet changing consumer behaviour and demand to continue to attract customers in the future. A significant increase in internet shopping (including as a result of the prolonged closures of stores due to the Covid-19 pandemic, social distancing measures and other restrictions) could decrease shopping centre sales, demand for commercial retail premises and the value of properties, which could have a material adverse effect on the Group's business, financial condition, results of operations and prospects.

The success of the Group's retail properties is dependent on its ability to attract and retain anchor tenants, and its financial performance relies on its ability to generally attract and retain tenants

The Group relies on the presence of anchor tenants in its retail centres. Anchor tenants play an important part in generating consumer traffic and making a retail centre a desirable location for other tenants. The failure to renew the lease of an anchor tenant, the termination of an anchor tenant's lease, or the insolvency or economic decline of an anchor tenant can have a material adverse effect on the economic performance of the retail centres. There

can be no assurance that, if the anchor tenants were to close or fail to renew their leases, the Group would be able to replace such anchor tenants in a timely manner or that it could do so without incurring material additional costs which would have adverse economic effects. The expiration of an anchor tenant's lease without it being replaced in a timely manner may make the refinancing of such a retail centre, if required, difficult. Furthermore, the deterioration of the Group's relationships with any of its anchor tenants may negatively impact on the Group's ability to secure anchor tenants for its future projects. Any of the above risks, if realised, could have an adverse effect on the Group's business, financial condition, prospects and results of operations.

The Group also faces competition from other owners, operators and developers of retail real estate. One of the primary areas of focus for the Group is the active management of its portfolio by diversifying its tenant mix and by striking a balance between retaining existing tenants and re-letting rental space to new tenants. The Group competes with local real estate developers, private investors, property funds and other retail property owners for tenants. Some of the Group's competitors may have properties that are newer, better located or in superior condition to its properties or could have a better cost structure, portfolio management or conclude acquisitions of real estate assets at more attractive pricing and, therefore, achieve higher profit margins than the Group.

The dominance of a shopping centre in a particular area is an important factor that determines the shopping centre's ability to compete for tenants. If the Group misjudges the desirability of a property's location or its intended use, it may not be able to fully rent properties or rent them at the levels it had planned. If there are several centres in the same area, competition is more intense and thus the Group may experience increased competition for tenants. The competition for tenants may negatively affect the Group's ability to optimise its tenant mix, by attracting new tenants and retaining existing tenants, and may also negatively influence the terms of its lease agreements, including the amount of rent that the Group charges and the incentives that it provides to tenants, thereby adversely affecting the Group's business, financial condition, prospects and results of operations.

Retail and office developments are susceptible to the risk of competition and fluctuations in the economy

Retail and office developments are susceptible to competition from newer developments, which may offer lower rents, better facilities or layouts, and lower initial maintenance costs. Such competition could reduce rents in, or reduce the attractiveness of, the existing retail centres and/or offices managed by the Group.

The demand for retail and office space in the Central and Eastern Europe ("CEE") region is in part driven by governments' interest in foreign direct investment, including the availability of favourable government policies and/or subsidies. Changes in government policies or subsidies may therefore lead to a reduction in foreign direct investment and/or retail and/or office demand. The demand for retail and office space is also driven by economic conditions both locally and globally (as a result of a large mix of international tenants), and therefore any unfavourable developments in the macroeconomic climate (for example, as a result of the Covid-19 pandemic), or any other causes that may lead to a reduction in economic activity, including the withdrawal of international companies from any of the CEE countries where the Group operates, could have a material adverse impact on the Group's operations.

The Group is subject to the counterparty risk of its tenants

The Group is subject to the counterparty risk of its tenants as the net revenue generated from the Group's properties depends on the financial stability of its tenants and the commercial relationships with them. The creditworthiness of a tenant can decline over the short or medium term (for example, as a result of the Covid-19 pandemic), leading to a risk that the tenant will become insolvent or be otherwise unable to meet its obligations under the lease. Although the Group receives and holds advance deposits, certain of these deposits have been applied to meet rental payments following the Covid-19 pandemic, and deposits which are still held may be insufficient and the amounts payable to the Group under its lease agreements with tenants that are not secured (by deposits, bank guarantees or corporate guarantees) could mean that such tenants may be unable to pay such amounts when due. While the Group has a diversified tenant base, it may suffer from a decline in revenues and profitability in the event that a number of its strategically important tenants are unable to pay rent owed when due or seek bankruptcy protection. The Group is not insured against this credit risk. If a tenant seeks insolvency protection, the Group may be subject to delays in receipt of rental and other contractual payments, if it is able to collect such payments at all. The Group may not be able to secure vacant possession of the property without the consent of the relevant insolvency officials and/or body, thus preventing the Group from re-letting the affected property to a new tenant. The Group may not be able to limit its potential loss of revenues from tenants who are unable to make their lease payments. The tenants may have the right to terminate their lease agreements in certain circumstances which are not covered by the Group's business interruption insurance. In some cases, large tenants also have the right to terminate the lease agreements in case their sales decrease under a certain level or in case the occupancy rate of

the relevant shopping centre decreases under certain agreed ratios. If a lease is terminated, the Group may be unable to re-let the property at the same commercial rate, or at all. If any of these risks are realised, this could affect the Group's business, financial condition, prospects and results of operations.

The financial performance of the Group is subject to the Group's ability to secure initial tenants, rent renewals or re-lettings and its ability to manage lease expirations

The financial performance of the Group is subject to the Group's ability to secure initial tenants, rent renewals or re-lettings and manage lease expirations which impact the occupancy rates of the Group's properties. The ability to manage occupancy of the Group's properties depends in large part on the condition of the markets in countries in which the Group has its operations or assets. A negative change in any of the factors affecting the property market and its occupancy rates, including the economic situation (as a result of the Covid-19 pandemic or other factors), may adversely affect the business, financial condition, prospects and results of operations of the Group. The ability of the Group to manage occupancy rates is also dependent upon the remaining terms of the current lease agreements, the financial position of current tenants and the attractiveness of its properties to current and prospective tenants. As of 31 December 2019, the Group's weighted average remaining lease term was 4 years. In order to retain current tenants or attract new tenants the Group may be required to offer lease incentives such as reductions in rent, capital expenditure programmes and other terms in its lease agreements that make such leases less favourable to the Group. Some of the Group's lease agreements with anchor tenants, which typically have a duration of up to thirty years, provide for break clauses after an initial tenancy period of ten years for hypermarkets, do it yourself stores ("DIYs") and cinemas, and three to five years for other tenants. It is possible that some of the tenants may choose to exercise their rights under their respective break clauses and terminate their leases early. The Group may also not be successful in maintaining or increasing occupancy rates or successfully negotiating favourable terms and conditions in relation to its lease agreements. A failure to do so could have a material adverse effect on the Group's business, financial condition, prospects and results of operations.

The ability of the Group to increase rents in line with market fluctuations may be restricted by terms of the Group's lease agreements

The Group may be restricted in its ability to raise rents in line with market fluctuations owing to certain terms in its lease agreements. Rental levels and market value for properties are generally affected by overall conditions in the economy. Both rental income and property values may also be affected by factors specific to the real estate market, including: (i) rent reviews with anchor tenants may not be agreed at the estimated rental values; (ii) rents are tied, at least in part, to their turnover - thus, as the turnover of such tenant fluctuates, the rent is also subject to fluctuations; and (iii) most lease agreements to which the Group is a party include clauses which provide for partial or full indexation of rent, which, in most cases, is indexed in line with a consumer price index. Consequently, the increase in the rental proceeds from such leases is dependent not only on general economic developments or market conditions, but also on future rates of inflation, and any of these may be materially negatively impacted by the Covid-19 pandemic. Each of these factors may restrict the Group's ability to increase rents in line with market fluctuations and could therefore have a material adverse effect on the Group's business, financial condition, prospects and results of operations.

The Group may be unable to be reimbursed by tenants for increases in operating and administrative expenses

The Group's operating and administrative expenses, as well as increasing repair and maintenance costs related to the gradual ageing of the Group's properties, could increase without a corresponding increase in turnover or tenant reimbursements, mainly owing to reimbursement caps which may be included in various lease agreements or as a result of other legal restrictions. Further, there may be expenses which are not recoverable from tenants. Factors which could increase operating and administrative expenses include, amongst other things, increases relating to the rate of inflation, payroll expenses, legal expenses, property taxes and other statutory charges, energy and utility costs and the costs of services provided by third party providers, movements in foreign exchange rates, increases in insurance premiums, increase in maintenance costs and increases in capital expenditure which arise as a result of defects relating to the properties needing to be rectified. Such increases, if not recovered from tenants, could have a material adverse effect on the Group's business, financial condition, prospects and results of operations.

There is a risk of delays in evicting tenants that are in default

Evicting a tenant that defaults on a lease can be costly and time consuming. Under certain legal regimes in the CEE region, the time it takes to evict a defaulting tenant is not prescribed by law and varies on a case by case basis. Additionally, obtaining a date for a court hearing can take approximately four to eight months, or longer.

The loss of rental revenues from any of the tenants that are in default and the inability to replace such tenants may have a material adverse effect on the Group's business, financial condition and results of operations.

The Group is dependent on its IT systems and runs cyber security risks including leakage of customer data or other personal data security breach

The Group is dependent on the proper functioning of its information technology systems and processes. The Group's systems and the services of external system providers on which it relies are vulnerable to damage or interruption from various factors, including but not limited to, power loss, telecommunication failures, data corruption, network failure, computer viruses, security breaches, natural disasters, theft, vandalism or other acts or events. A disruption in the infrastructure that supports the Group's businesses could have a material adverse effect on its ability to continue to operate the Group's business which in turn could lead to loss of business and the incurrence of significant costs related to information retrieval and verification and the restoration of normal service.

The Group also stores and uses in its operations data for marketing purposes, in particular, and such data may be protected by data protection laws and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. Although the Group takes precautions to protect customer data in accordance with the applicable laws, the Group cannot discount the possibility of future data leakages. The Group works with third-party service providers, such as certain software companies, which may not fully comply with the relevant contractual terms and all data protection obligations imposed on them.

Unanticipated information technology problems, system failures, computer viruses, intentional/unintentional misuses, hacker attacks or unauthorized access to the Group's network or other failures could result in a failure to maintain and protect customer data in accordance with applicable regulations and requirements and could affect the quality of the Group's services, compromise the confidentiality of its customer data or cause service interruptions, and may result in the imposition of fines, claims for damages, prosecution of relevant employees and managers, reputational damage and customer churn and may have a material adverse effect on its business, prospects, results of operation and financial condition.

While the Group performs regular backups, as required by its IT policy, and it uses experienced consultants to review IT security, failure of information systems and data loss may lead to incurring significant costs for information retrieval and verification, and to potential loss of business opportunities.

Earthquakes, other seismic events in Romania or other events of catastrophic nature, including outbreaks of health epidemics, may adversely affect the Group's business

Romania is situated in an area of seismic activity and has in the past experienced devastating and deadly earthquakes. Romania has specific regulations covering seismic risks in respect of the design and execution of construction works, however the consequences of an earthquake will vary greatly depending upon the circumstances surrounding the quake. While no one can predict with any certainty what the impact might be, a seismic or other catastrophic event may adversely affect the Group's assets, disrupt its operations and adversely affect its business, results of operations and financial position (please see also "The Group's insurance coverage may be inadequate" below).

In addition, the spread of health epidemics such as the one related to the Covid-19 coronavirus in the markets where the Group operates may have a material adverse effect on the Group's business. Such epidemics could affect the Group's contractors resulting in delays or cessation of any development or refurbishing works. Moreover, such incidents could result in quarantines or other restrictions recommended or imposed by the World Health Organization or the governments of the countries in which the Group has operations. The occurrence of any such event could result in increased costs as a result of any necessary disinfections of the Group's properties, short-term absences of staff working for the Group or its tenants and decrease the footfall and consumer spending in the Group's retail centres, which could in turn affect tenants' turnover and their financial status thus affecting rental collection and reducing rental income. As a result, this could have a material adverse effect on the Group's business, financial condition, prospects and results of operations. See also "*The global economic recession and financial crisis due to the ongoing global coronavirus pandemic may affect the Group's business and results of operations*" and "*The global coronavirus pandemic could continue to impact the Group's contractors and affect the Group's business and results of operations*" above.

The valuation of investment property for which market quotations may not be readily available require the Group and/or independent appraisers to make assumptions which may prove to be inaccurate

The extent of the impact of the Covid-19 pandemic on the valuation of the Group's properties is highly uncertain at this time and depends on a number of factors, such as the duration of the pandemic and the suitability and effectiveness of measures adopted by authorities in response to the pandemic.

The Group anticipates that substantially all of the investments that the Group will make will be in the form of investments for which market quotations are not readily available. The valuation of investment property is inherently subjective due to, among other factors, the individual nature of each property, its location, the expected future rental revenues from that particular property and, in the case of development land, the expectations as to the cost and timing of that development and its ability to attract tenants. As a result, the valuations of investment property, which account for the vast majority of the Group's assets, are subject to a degree of uncertainty and are made on the basis of assumptions, which may not prove to be accurate, particularly in periods of volatility or low transaction volume in the real estate property market. The Group and/or an independent appraiser are required to make good faith determinations as to the fair value of this investment property on an annual basis in connection with the preparation of its consolidated financial statements in accordance with International Financial Reporting Standards ("IFRS") and net asset value determinations.

There is no single valuation standard for determining fair value in good faith and, in many cases, fair value is best expressed as a range of fair values from which a single estimate may be derived. Fair values may be established using various approaches, such as discounted cash flow, a market comparable approach that is based on a specific financial measure (such as rental income, net operating income, value per square metre or other metrics) or, in some cases, a cost basis or liquidation analysis. Valuations, and in particular valuations of real estate opportunistic investments for which market quotations are not readily available, are inherently uncertain. Valuations may therefore fluctuate over short periods of time and may be based on estimates and determinations of fair value which may differ materially from the values that would have resulted if a liquid market had existed. Even if market quotations are available for the Group's investments, such quotations may not reflect the value that the Group would actually be able to realise because of various factors, including the illiquidity of the underlying assets, the speculative nature of investment property, future market price volatility or the potential for a future loss in market value based on poor real estate market conditions. There can also be no assurance that these valuations will be reflected in the actual transaction prices, even where any such transactions occur shortly after the relevant valuation date, or that the estimated yield and annual rental income will prove to be attainable.

The Group's consolidated statement of financial position and statement of comprehensive income may be significantly affected by fluctuations in the fair value of the Group's investment property

In accordance with IFRS, the Group's investment property is measured at fair value. Valuations are performed semi-annually by external independent appraisers and any increase or decrease in the fair value of a particular property is recorded as a fair value adjustment in the consolidated statement of comprehensive income for the period during which the revaluation occurs. As a result, the Group may have significant non-cash gains or losses from period to period depending on the change in fair value of the Group's investment property, whether or not such property is sold. For example, if market conditions and the rent for comparable commercial investment property in the same condition and place are unfavourable, fair value decreases from the revaluation of the investment property may occur and continue in the future. Such fair value decreases could lead to non-compliance with covenants under the debt obligations of the Group. In addition, the extent of the impact of the Covid-19 pandemic on the valuation of the Group's properties is highly uncertain at this time and depends on a number of factors, such as the duration of the pandemic and the suitability and effectiveness of measures adopted by authorities in response to the pandemic.

A substantial decrease in the fair value of the investment property could have a material adverse effect on the Group's business, financial condition and results of operations, affecting also the Loan-to-value ratio (computed as debt less cash and cash equivalents divided by investment property and net listed securities).

Moreover, the Group's use of borrowings or other leverage may increase the volatility of such financial performance and amplify the effect of any change in the valuation of the real estate assets on the Group's financial position and results of operations.

The Group is exposed to risks arising from the illiquidity of its portfolio

The market for the types of properties the Group owns or may acquire in the future is generally illiquid. Were the

Group required to liquidate parts of its portfolio on short notice for any reason, including raising funds to support its operations or repay outstanding indebtedness (for example as a result of the Covid-19 pandemic), the Group may not be able to sell any portion of its portfolio on favourable terms or at all. In the case of an accelerated sale, there may be a significant shortfall between the fair value of the property and the price at which the Group could sell such property. In planned disposals in the ordinary course of business, an illiquid market may result in a sales price that is lower than anticipated or in a delay of the sale. Any such shortfall could have a material adverse effect on the Group's business, financial condition or results of operations. In addition, the Group may be subject to restrictions on its ability to sell certain properties pursuant to covenants and pledges limiting asset disposals in the Group's loan agreements.

The Group is exposed to foreign exchange risk

The rents payable to the Group under the various lease agreements with tenants are denominated in euro. However, tenants mostly have their income denominated in the local currency of the relevant country in which they are based. The occupancy cost ratio, which reflects the tenants' rental cost as a proportion of their turnover, can be severely affected by fluctuations of the euro, the currency in which the rent is based or payable, against the relevant local currency in which the tenant generates turnover. Accordingly, a weakening of the local currency against the euro could result in the Group's properties becoming less attractive, or over-rented. Such fluctuations could also result in such rent becoming unsustainable with respect to the concerned tenant leading to a demand for discounts or even default by the respective tenants. If realised, these risks could adversely affect the Group's business, financial condition, prospects and results of operations.

The Group is exposed to risks regarding development projects

The Group is active in property development and is exposed to numerous development risks relating to the construction, project design, project management, use of external professionals and other matters associated with development projects. The main development risks are commercial (such as letting risks, for example, the availability of tenants for new developments), financial (such as foreign exchange rate fluctuations), technical (such as design, construction and environmental risks), procedural (such as project management) and legal (such as permitting). The Group's property development projects are subject to the risks usually attributable to construction projects, such as delays in construction work, in obtaining the necessary permits or other unforeseen delays, changes to planning laws, increases in the cost of construction and construction materials, cost overruns, disputes with third parties (including third party contractors and local authorities), fluctuating prices and shortages in the supply of raw materials as well as shortages of qualified employees. In particular, given that in the CEE region the process of obtaining permits can be a lengthy process, there can be significant delays between the time when the land is acquired and the time when all necessary permits and authorisations for developing a project are obtained which can have a material adverse effect on the Group's cash flow. Also, delays can result from the inability to obtain sufficient amounts of raw materials and to retain qualified employees on terms acceptable to the Group.

When considering development project investments and development risks, the Group needs to make an estimate of the economic and market conditions that will prevail in the market where the project is located at the time the project is completed and becomes operational, and there is uncertainty at the beginning of a development project about the economic and market conditions at the time of completion of the project. Such estimates are difficult to make since it takes a considerable period of time before development projects are completed and become operational. During this period, economic conditions can change unfavourably and lower the Group's expected return on the investment. For example, a given market may experience an oversupply of retail properties at the time of a project's completion, leading to lower occupancy rates. Also, the Covid-19 pandemic may have a negative impact on rental prices and overall demand. As a result, the Group may inadequately plan its development project investments and adopt an inappropriate business strategy. The realisation of any of these development risks could have a material adverse effect on the Group's business, financial condition, prospects and results of operations.

The Group depends on contractors and subcontractors to refurbish or construct its projects

The Group relies on contractors and subcontractors for all its refurbishment and construction activities. If the Group cannot enter into construction agreements and/or subcontracting arrangements on acceptable terms (or at all) the Group will incur additional costs which may have an adverse effect on its business.

The competition for the services of quality contractors and subcontractors may cause delays in construction, exposing the Group to a loss of competitive advantage. Contracting and/or subcontracting arrangements may be

on less favourable terms than would otherwise be available, which may result in increased development and construction costs. By relying on contractors and/or subcontractors, the Group becomes subject to a number of risks relating to these entities, such as quality of performance, varied work ethics, performance delays, construction defects and the financial stability (including potential insolvency) of the subcontractors. A shortage of workers would also have a detrimental effect on the Group's contractors and/or subcontractors and, as a result, on the Group's ability to conclude the construction phase on time and within budget. See also "*The global coronavirus pandemic could continue to impact the Group's contractors and affect the Group's business and results of operations*" above.

The Group is exposed to the counter-party risk of its partners

Some of the Group's properties are held and operated or may be proposed to be developed through co-ownership or co-operation arrangements (including, among others, joint venture arrangements) with third parties who operate units within premises in which the Group is present. In addition, to a limited extent, title to certain of the Group's properties is shared. The Group has co-ownership agreements with certain of the Group's largest tenants. Such arrangements may result in the Group sharing control of such assets with third parties. As a result, certain decisions relating to those assets within such arrangements may depend upon the consent or notification of the Group's relevant partners. Disputes may arise between the Group and the relevant partners in respect of an arrangement, which could mean that the Group is not able to manage or deal with a particular asset or property as it sees fit. These risks are higher where the Group shares title to properties as part of a joint venture. Specific risks arising from such co-ownership/co-operation arrangements and title sharing which are not present in relation to projects that are wholly-owned include risks that, (i) the Group's relevant partners may have different objectives from the Group, including with respect to the appropriate timing and pricing of any sale or refinancing of a development held as part of a co-ownership arrangement; (ii) the Group's relevant partners may take action contrary to the Group's instructions or requests, policies or objectives, or frustrate its actions; (iii) the Group's relevant partners might become bankrupt or insolvent; and (iv) with respect to co-title and development projects the Group may be required to provide additional financing to make up for any shortfall due to the Group's relevant partner(s) failing to provide such finance or to furnish any required collateral to the financing banks.

Disputes or disagreements with any of the Group's partners or such partners facing financial difficulties or even going insolvent or bankrupt (for example due to the Covid-19 pandemic) may result in significant delays and increased costs associated with the operation, development or redevelopment of the Group's properties. Even where the Group has a controlling interest, certain major decisions (such as whether to sell, refinance or enter into a lease or contractor agreement and the terms on which to do so) may require the partner's or other third party's approval. Failure to reach or maintain agreement with the Group's partners or other third parties on the matters relating to the financing, disposals, development and operation of the relevant properties could have a material adverse effect on the Group's business, financial condition, prospects and results of operations.

The Group's insurance coverage may be inadequate

The Group's insurance policies may not cover all losses and, as a result, the Group's insurance may not fully compensate it for losses associated with damage to its real estate assets and third party liability. In addition, there are certain types of losses, generally of a catastrophic nature, such as earthquakes, floods, hurricanes, terrorism, acts of war or pandemics, that may be uninsurable or that are not economically insurable. The Group is not insured against losses arising as a result of the Covid-19 pandemic. Other factors might also result in insurance proceeds being insufficient to repair or replace a property if it is damaged or destroyed, such as inflation, taxation, changes in building codes and ordinances and environmental considerations. The Group may incur significant losses or damage to its assets or business or liability for losses or damage towards third parties for which it may not be compensated fully or at all. In addition, its insurance policies may not cover the current aggregate market value of its portfolio, particularly where the market value of its portfolio increases. As a result, it may not have sufficient coverage against all losses that it may experience. Should an uninsured loss or a loss in excess of insured limits occur, the Group could lose capital invested in the affected property as well as anticipated future revenue from that property. In addition, it could be liable to repair damage caused by uninsured risks. The Group may also remain liable for any debt or other financial obligation related to that damaged property.

Additionally, no assurance can be given that material losses in excess of insurance coverage limits will not occur in the future. Any uninsured losses or losses in excess of insured limits could have a material adverse effect on the Group's business, financial condition, prospects and results of operations.

The Group relies on certain qualified personnel the loss of whom could have an adverse impact on its business

The Group competes with other real estate companies specifically, and other employers generally, for qualified personnel. The success of the Group's property development and operating activities depends, among other things, on the expertise of the Board and the Group's executive management and other qualified personnel in identifying appropriate opportunities and managing such activities, as well as on the local level management teams of the Group companies. The loss of some or all of these individuals or an inability to attract, retain and maintain additional personnel could prevent the Group from implementing its business strategy and could adversely affect the Group's business and future financial condition or results of operations. There can be no assurance that the Group will be able to retain all of its existing senior personnel or to attract additional qualified personnel when needed which, in turn, could adversely affect the Group's business, financial condition, prospects and results of operations.

Operational risk

Despite the Group's internal control (including risk management control) systems, the Group faces the risk of reputational damage due to human error, fraud or inadequate processes across its operations, including treasury operations. Depending on the nature and scale of such error, fraud or inadequate processes, the losses to the Group may be significant.

Legal and regulatory risks related to the Group's business

The risk of litigation is inherent in the Group's operations

Legal actions, claims against the Group and arbitrations involving the Group may arise in the ordinary course of business. The Group may be subject to litigation from contractors, suppliers, tenants or third parties, including visitors to properties owned by the Group.

In addition, in some jurisdictions, the contractor of a construction benefits from a statutory lien over the construction, as security for payment of the outstanding amounts owed by the beneficiary under the construction contract up to the added value of the property as a result of the respective construction works. Similarly, under some other countries' legal framework the contractor has a right of retention on goods if such goods are in the contractor's possession. To the extent the Group fails to pay contractors on time, such contractors may enforce the statutory lien or retain goods, as applicable, which may trigger significant costs and losses to the Group.

The potential publicity associated with, and the outcome of, such claims, arbitrations and legal proceedings could have a material adverse effect on the Group's business, financial condition and results of operations.

There is a general risk of restitution in CEE, with an emphasis on Romania, and the Group may become involved in other disputes in relation to its property rights

Under Romanian law, former owners of land and/or buildings that were dispossessed by the Romanian state during the communist regime may recover their ownership rights under certain conditions. If claims of former owners are successful, such claims may result in the loss of property from the Group's portfolio. In view of this, the practice in Romania is to investigate the title historically, going back, if possible, to the initial owner or even prior to any coercive takeover by the Romanian State. A complete set of ownership documentation dating back to the initial owner may not always be available due to inadequate administrative systems. Therefore, the majority of real estate transactions in Romania face issues relating to missing documentation. As a result, the legal analysis of title and ownership is typically focused on issues surrounding missing documentation and historic ownership of a particular property which can be protracted and expensive to defend against. Similar risks exist in other jurisdictions where the Group is present. Any successful restitution claims may have a material adverse effect on the Group's business, financial condition and results of operations.

The Group may become involved in disputes in relation to its property rights and permits may have been obtained in breach of applicable laws

Certain acquisitions or sales of property may be rendered void under applicable local law provisions as a result of insolvency, fraud, lack of consideration, gross undervaluation, avoidance of creditors, defrauding of creditors or as a result of other technical requirements in the conveyance of property (for example, flaws in the transacting parties' contractual intentions, lack of proper authentication by a notary public, lack of corporate capacity, corporate authority or improper representation of the parties for the transfer, etc). Further, there may be a risk of legal disputes with neighbouring land owners, architects, project managers and suppliers, with respect to the

Group's refurbishment/construction projects.

For example, one subsidiary of the Guarantor owns a property in Constanta, Romania, which consists of several plots of land and the buildings erected over such plots, the fair value of the entire property amounting to EUR 196.3 million as at 31 December 2019. The Group acquired control over the subsidiary through a share sale purchase agreement. One plot of land with a surface of 56,163 sqm and three buildings were acquired by the subsidiary pursuant to a sale purchase agreement. The former owner of the plot (a Romanian company) acquired ownership of it through a restitution decision issued by the mayor of Constanta at the time. The restitution decision has since been cancelled by the Romanian Supreme Court. The subsidiary's title to the property has not been cancelled by the court decision and the subsidiary therefore continues to hold valid title to it. Also, the subsidiary benefits from a presumption of good faith as a good faith acquirer, given the fact that at the time when the sale and purchase agreement was concluded, the previous owner was presumed to be the real owner of the plot and the restitution decision was valid.

However, considering the fact that the title of the former owner has been found to be fraudulent, the Romanian state or the Constanta municipality may also, in the future, claim annulment of the subsidiary's title over the plot.

The Group may acquire assets where the Group has only a leasehold interest in the land or a usufruct right (but ownership of any building on it). The land lease may be terminated early in various circumstances; ordinarily this would be in the event of breach of the land lease provisions, but there may be other circumstances provided for in the relevant lease. In addition, the land lease may not contain renewal rights. Even if ultimately settled or decided in the Group's favour, the Group may not be able to recover its costs incurred in relation to the dispute. Any termination of a lease, challenges to ownership, delays to or cancellations of the development of projects or any other dispute could have a material adverse effect on the Group's business, financial condition and results of operations.

In addition, there can be no assurance that all permits necessary to legally own, develop or operate the properties have been obtained in compliance with all applicable laws. While the Group conducts detailed due diligence to identify any issues related to such permits and takes all steps necessary to remedy any defects, there can be no assurance that this can be achieved on time and that regulators will not impose the suspension of the relevant properties' operation. If the Group's ownership interests over its property or permits are successfully challenged, this could have a material adverse effect on the Group's business, financial condition, prospects and results of operations.

The Group may be exposed to potential claims relating to its leasing, selling, refurbishment or development of real estate

The Group may be subject to claims arising from defects relating to the leasing, selling, quality of refurbishment or repositioning of its properties. This liability may apply to defects that arise from the actions or omissions of third parties, and are unknown to the Group but could have, or should have, been discovered. Although the Group may have rights against the building contractor/professional team in connection with such defects and/or recourse to insurances in place for the project in question, there can be no assurance that the Group will be able to enforce its rights and fully recover the costs arising from any claim against the Group. In addition, the Group may be exposed to substantial undisclosed or unascertained liabilities embedded in real estate assets that were incurred or which arose prior to the completion of the acquisition of such real estate assets. Such claims will also likely have a reputational impact on the Group.

These liabilities could include, but are not limited to:

- where the Group has acquired the entity which owned the real estate assets, liabilities (including tax liabilities and other liabilities) owed to state entities, to existing tenants, to creditors or to other persons involved with the real estate assets prior to the acquisition;
- indemnity claims by parties claiming to be entitled to be indemnified by the former owners of the real estate assets; and
- an obligation to pay deferred consideration for the real estate assets if certain events occur (for example, the grant of planning permission or completion of the construction works).

Although the Group may have obtained contractual protection against such claims and liabilities from the seller or insurers, there can be no assurance that such contractual protection will always be successfully realised or that

it would be enforceable or effective.

Such potential liabilities, if realised, could have a material adverse effect on the returns realised on the real estate assets.

Furthermore, any claims for recourse which the Group may have against parties from which the Group has purchased such real estate assets may fail due to the expiry of warranty periods, the statute of limitation, lack of proof that the previous seller knew or should have known of the defect, the insolvency of the previous seller, or for other reasons. The Group may also be subject to claims by purchasers of its real estate assets as a result of representations and warranties about those real estate assets provided by the Group at the time of disposal. The Group's representations and warranties could pertain to, among other things, title to the real estate assets, environmental liabilities, and liabilities for the payment of tax. The Group may become party to claims, disputes or litigation concerning such representations and warranties and may be required to make payments to third parties as a result. In addition, following the disposal of any real estate assets, the Group is obliged by law, and may be obliged by contract, to retain certain liabilities or potential liabilities that exist in respect of such assets. The costs of any such claims, disputes or litigation (to the extent that they materialise) would reduce the Group's available cash flow and could have an adverse effect on the Group's returns on investments.

With respect to refurbishment or development of real estate assets by the Group, claims may be brought against the Group by (among others) tenants or buyers as a result of delays, construction defects or other factors. The Group may not perform the refurbishment or development itself but rather may use the services of design and construction companies. Any claim for recourse against such design and construction companies could fail due to the expiry of the statute of limitation, the claim being uncollectible, or for other reasons, which could have a material adverse effect on the Group's financial condition.

The Group may incur significant costs complying with property laws and regulations

The Group and its real estate assets will be required to comply with a variety of laws and regulations of local, regional, national and European Union authorities, including planning, zoning, environmental, fire protection, health and safety, tax and other laws and regulations. If the Group or any of its real estate assets fails to comply with these laws and regulations, the Group may have to pay penalties or private damages awards. In addition, changes in existing laws or regulations, or their interpretation or enforcement, could require the Group to incur additional costs in complying with those laws or regulations, altering the investing strategy, operations or accounting and reporting systems, leading to additional costs or loss of revenue.

The Group's properties must have the requisite planning consent and permits for commercial activities of the type intended for their development. In instances where the existing planning is not suitable or in which the planning is yet to be determined, the Group will need to apply for the required classifications. This procedure may be protracted, particularly where the bureaucracy is cumbersome and inefficient. The Group cannot be certain that the process of obtaining proper planning will be completed with sufficient speed and at a cost to enable the property to be developed ahead of competing businesses without delays, or at all. Opposition by local residents and/or non-governmental organisations to building planning applications and permits may also cause considerable delays. In addition, arbitrary changes to applicable planning may jeopardise projects which have already commenced. Therefore, if the Group does not receive planning approvals or if the procedures for the receipt of such planning approvals and/or building consents are delayed, the Group's costs will increase which may have an adverse effect on its business, financial condition and results of operations.

The Group may incur environmental liabilities or costs

The environmental laws of certain countries in which the Group has its operations or assets impose actual and potential obligations to conduct remedial action on sites contaminated with hazardous or toxic substances. In such circumstances, the owner's liability is generally not limited under such laws and the costs of any required removal, investigation or remediation can be substantial. The presence of such hazardous or toxic substances on, or in, any of the Group's properties, or the liability for failure to remedy property contamination from such substances, could adversely affect the Group's ability to let or sell such property or to borrow funds using such property as collateral, which could have an effect on its generation of rental income or return on investment. Furthermore, the Group may be required to comply with stricter environmental, health and safety laws or enforcement policies or become involved in claims and lawsuits relating to environmental matters. Meeting stricter compliance standards or defending potential actions may have a significant negative impact on its results of operations. If the relevant authorities in a country where the Group has its operations or assets discover violations of applicable environmental laws, the Group may be subject to fines and other penalties. Any of these matters could have a

material adverse effect on the Group's business, financial condition, prospects and results of operations.

Changes in laws could adversely affect the Group's properties

Various laws and regulations, including fire and safety requirements, environmental regulations, land disposal, rental laws, urban planning, construction codes, use restrictions and taxes affect the Group's properties. The implementation of laws or regulations in the countries in which the Group currently operates, or may operate in the future, and in particular any laws or regulations promulgated by the European Union, or the interpretation or enforcement of, or change in, existing laws or regulations, may require the Group to incur additional costs or otherwise adversely affect the management of its real estate portfolio, which could have a material adverse effect on the Group's business, financial condition and results of operations. Even if the Group's business is conducted in accordance with its interpretation of the current laws and regulations, there can be no assurance that the Group's interpretation of such laws and regulations is correct, or that such interpretation will not change in the future.

Moreover, changes in legislation and regulations are often proposed and/or enacted as a result of events taking place in various jurisdictions. For example, significant changes in Romanian legislation and authorities' practice have been implemented in relation to fire and safety requirements after certain fire-related events. Some changes have already been implemented by the Government through governmental decisions and emergency ordinances in the aftermath of certain incidents, requiring stringent property operation requirements and broader powers for the Emergency Situations Inspectorate (the "ESI") to impose sanctions where breaches of fire and safety rules are identified, including suspension of operations and, in severe cases, closing down of premises. The Group is at various stages in the process to obtain and/or to confirm all relevant fire authorisation certificates for newly or existing completed properties. Fire authorisation certificates require renewal and/or updates from time to time in the ordinary course of business, including when tenants are replaced. Furthermore, the Group has implemented additional preventive fire and safety measures over and above those required by Romanian legislation. However, there is uncertainty as to how the ESI will apply and interpret the newly enacted regulations. Similarly, new health and safety requirements have been implemented, and further requirements may be implemented in the future, by the authorities in the jurisdictions where the Group operates as a result of epidemic or pandemic outbreaks such as the Covid-19 pandemic.

The Group's future activities may not be in full compliance with all applicable rules and regulations at all times, with new rules and regulations that may be enacted or with existing rules that may be amended or more stringently applied, and any of these risks could limit or curtail the Group's future development. In particular, the Group may be subject to EU standards regarding property specifications in its portfolio that would potentially require it to upgrade certain of the buildings in its real estate portfolio, and the Group may not be able to meet these standards.

If the Group's properties do not comply with any of these requirements, the Group may incur governmental fines, private damage awards towards third parties or may even face suspension or the closing of certain properties, which in turn could lead to loss of revenue. New or amended laws, rules, regulations or ordinances could require significant unanticipated expenditures or impose restrictions on the development, construction or sale of properties. Such laws, rules, regulations or ordinances may also adversely affect the Group's ability to operate or resell properties.

The Group may face claims for defective construction, which could have an adverse effect on its generation of rental income

The construction of properties is subject to the risk of claims for defective construction or other related works and associated adverse publicity. Any claim brought against the Group, and the surrounding negative publicity concerning the quality of its properties or projects, irrespective of whether the claim is successful, or an inability to complete the construction of a project on schedule or on budget, could also have a material adverse effect on how its business, properties and projects are perceived by target tenants.

Where a construction company or subcontractor used on a development becomes insolvent it may prove impossible to recover compensation for defective work or materials. In addition, the Group may incur losses as a result of repairing defective work or paying damages to persons who have suffered losses as a result of such defective work. Potential damage related to construction and consequent liabilities may affect the profitability of the Group's business and lower the fair value of affected properties owned by the Group. Furthermore, these losses and costs may not be recovered by the Group's professional liability insurance, the construction company or the subcontractor.

This could negatively affect the Group's ability to market and lease its properties in the future, which could have

a material adverse effect on its generation of rental income and, thereby its business, financial condition, prospects and results of operations.

Changes in effective tax rates or tax legislation in the countries where the Group operates or changes in the interpretation of such legislation may have an adverse effect on the Group's results

The Group expects its profits tax charges to increase gradually in the years ahead as the fiscal losses available to it to be offset against taxable income decrease. The Group's future effective tax rates may be further adversely affected by a number of factors, including changes in the valuation of the Group's deferred tax assets and liabilities, increases in expenses not deductible for tax purposes, changes in share based compensation expenses, the outcome of any potential discussions with relevant tax authorities, changes in relation to taxation laws (such as the introduction of the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*) in the Netherlands as per 1 January 2021; see the Withholding Tax-paragraph under the heading "Taxation – Taxation in the Netherlands", as a result of which the Issuer would be required to pay additional amounts in accordance with Condition 9 (*Taxation*)) or tax rates or the interpretation of such taxation laws and changes in generally accepted accounting principles. Any significant increase in the Group's future effective tax rates, including following the ongoing initiatives in relation to changes in the fiscal legislation at international level, such as the Action Plan on Base Erosion and Profit Shifting of the Organisation for Economic Co-operation and Development, could adversely impact the net results for such future periods and, as a result, could adversely affect the Group's business, financial condition, prospects and results of operations.

The Group's operations are affected by the tax rules in force from time to time in the jurisdictions where the Group conducts operations or owns and controls assets. These rules include corporate tax, real estate tax, value added tax, rules regarding tax-free disposals of shares, transfer pricing rules, other governmental or municipal taxes and interest deductions and subsidies. The Group's tax situation is also affected by transactions conducted intra-Group and by transactions between the Group and residential co-operatives that are considered to be priced on market terms. Although the Group's business is conducted in accordance with its interpretation of applicable tax laws and regulations, and in accordance with advice the Group has received from its tax advisors, the possibility that the Group's interpretation is incorrect, or that such laws and regulations change, possibly with retroactive effect, cannot be excluded. Furthermore, future changes in applicable laws and regulations, such as any significant increase in the Group's future effective tax rates, including following the ongoing initiatives in relation to changes in the fiscal legislation at international level, such as the Action Plan on Base Erosion and Profit Shifting of the Organisation for Economic Co-operation and Development, could adversely impact the net results for such future periods and, as a result, could adversely affect the Group's business, financial condition, prospects and results of operations.

The taxation systems in some of the jurisdictions where the Group conducts operations or owns and controls assets are not as well-established as those in more developed economies and is continually changing and there is a lack of established jurisprudence and case law, which may result in unclear or non-existent regulations, decrees and explanations of the taxation laws and/or views on interpretations thereof. Taxation laws (including case law) as a result, are more likely to be subject to changes, which can result in unusual complexities and more significant tax risks for the relevant Group companies and the business of the Group generally and these could adversely affect the Group's business, financial condition, prospects and results of operations.

The Group may be exposed to risks relating to changes in applicable tax laws including those relating to the tax residency of the Issuer and other Group companies

The Issuer and the Group have been structured with a view to being tax efficient. There can be no assurance that the Issuer or the Group has been or will continue to be successful in conducting their businesses or in structuring themselves or the management of their affairs in the most tax efficient manner, or that the structure or management of the affairs of the Issuer or any other Group company will not result in other adverse tax consequences for the Issuer or any other Group company.

The Issuer is incorporated in the Netherlands and aims to manage its affairs in such a manner that it does not become resident for tax purposes or create other adverse tax consequences for itself in any jurisdiction other than the Netherlands. There is a risk that the Issuer may become resident for tax purposes in one or more other jurisdictions. The same risk applies to the tax residency of any other Group company. Any such residency of the Issuer or a Group company, if unintended, may have an adverse effect on the Group's business, financial condition, prospects and results of operations.

Risks related to the financial condition of the Group

The Group may fail to meet the obligations and requirements under its loan agreements or may not be able to finance its future investments

There can be no assurance that, whether as a result of the Covid-19 pandemic or in the event of unforeseen changes, the Group's cash flows will be sufficient for repayment of the Group's future indebtedness. A failure to make principal and/or interest payments due under the Group's future loan agreements or breach of any of the covenants contained in the Group's loan agreements could result in default and the forfeiture of its mortgaged assets or the acceleration of its payment obligations or could trigger a cross-default under other loan agreements of the Group or could make future borrowing difficult or impossible. In these circumstances, the Group could also be forced in the long term to sell some of its assets to meet its debt obligations. Any of the events described above could have a material adverse effect on the Group's business, financial condition, prospects and results of operations. See "*The Group's consolidated statement of financial position and statement of comprehensive income may be significantly affected by fluctuations in the fair value of the Group's investment property*", "*The global economic recession and financial crisis due to the ongoing global coronavirus pandemic may affect the Group's business and results of operations*" and "*The global coronavirus pandemic could continue to impact the Group's contractors and affect the Group's business and results of operations*" above.

In addition, the Group may finance its future investments with either equity, debt or a combination of both. There can be no assurance that the Group will be able to generate or raise sufficient funds to meet future capital expenditure requirements in the longer term, or be able to do so at a reasonable cost. The terms and conditions on which future funding or financing may be made available may not be acceptable or funding or financing may not be available at all. Moreover, if debt is raised in the longer term, the Group may become more leveraged and subject to additional restrictive financial covenants and ratios. The Group's inability to procure, in the long term, sufficient financing for these purposes could adversely affect its ability to expand its businesses and meet its performance targets which in turn may result in the Group facing unexpected costs and delays in implementing project developments.

The Group must observe financial ratios and covenants under the terms of its indebtedness

All the Group's major credit facilities and bond issues contain restrictive covenants that require compliance with certain financial ratios and covenants. Whilst the Group believes that the financial ratios and covenants contained in the Group's credit facilities and bond issues allow sufficient flexibility for the Group to continue to conduct its business in the normal course and to meet its debt servicing obligations, the need to observe these financial ratios and covenants nevertheless could hinder the Group's ability to incur additional debt and grow its business.

Any deterioration in the Group's operating performance, including due to the Covid-19 pandemic or any worsening of prevailing economic conditions, or any financial, business or other factors, many of which are beyond its control, may materially adversely affect its cash flow and hinder its ability to service its indebtedness and result in covenant breaches under the Group's credit facilities or bond issues. While the Group is currently in compliance with all its credit facilities and bond issues (or in certain cases waivers were obtained), if, in the future, the Group does not generate sufficient cash flow from operations (for example, due to the Covid-19 pandemic) in order to meet its debt service obligations or if it breaches covenants which are not waived by its creditors, the Group may have to refinance or restructure its debt, reduce or delay its planned development activities or sell some of its properties in order to avoid default and acceleration of its debt by creditors. Waivers by the Group's creditors may trigger higher interest rates or waiver fees. Some of the ratios and financial covenants in the Group's borrowings are calculated on the basis of the fair value of its properties. Therefore, fluctuations in the fair value of the Group's properties could have an adverse impact on its compliance with relevant financial ratios and covenants. The Group cannot guarantee that any refinancing or additional financing would be available at all or on acceptable terms in such a situation. If the Group defaults under any of its existing indebtedness and its creditors accelerate the debt, the Group may forfeit the property securing the indebtedness and its income may be substantially reduced. Any failure to meet its debt service obligations, to obtain waivers of covenant breaches or to refinance its debt on commercially acceptable terms in such a situation could lead to serious consequences for the Group, including the sale of properties to repay lenders and substantial retrenchment of its business.

The Group may be unable to raise the financing that it requires or refinance existing debt at maturity

The Group primarily uses, and has used in the past, debt and equity issuances, together with cash flows from operations and sale of listed securities, to finance the Group's acquisition of property.

Any delay in obtaining, or a failure to obtain, suitable or adequate debt financing from time to time (including suitable terms on which the banks or other lenders may agree to lend) may impair the Group's ability to invest in suitable property investments (including developments). Any delay in refinancing, or the inability to refinance on commercially acceptable terms, debt falling due in accordance with the maturity schedule of the Group's indebtedness may result in an acceleration of such debt, and enforcement of any pledged assets in support of such debt, against the relevant Group entity. The factors that affect the availability of financing and financing costs, including the maintenance of the Guarantor's investment grade credit ratings, could have a material adverse effect on the Group's business, financial condition, prospects and results of operations.

The main shareholders of the Group are and have been based in South Africa and the Group's equity issuances are, and have in the past been, primarily focused on South African investors. All transfers of money out of South Africa require the approval of the South African Reserve Bank (the "**SARB**"). Failure to obtain the SARB's approval for, or an increase in the restrictions imposed by the SARB on, the repatriation of funds out of South Africa may impair the Group's ability to raise adequate equity financing and to invest directly in suitable property (including developments). In addition, South African market conditions and economic cycles may differ from time to time from those in the countries where the Group operates, which may also affect the availability of equity financing and could have a material adverse effect on the Group's business, financial condition, prospects and results of operations.

The Group is exposed to risks arising out of media coverage (perception risk)

The Group is keen to ensure proper media exposure and while it benefits from things such as an increase of visibility within markets and an increase of visitors within shopping centres, such exposure can also lead to the quick perpetuation of any negative perceptions by the public.

Although the Group makes proper use of all instruments granted by relevant legislation to challenge and address false, inaccurate or in any way misleading information published in the media, the brand of the Group may be adversely impacted by dissemination of any misleading information. Moreover, such information disseminated by media may lead, in certain cases, to investigations conducted by the regulatory authorities, control bodies or other officials and to a decline in the price of the Group's securities.

For instance, there was extensive media coverage on the decrease in the share price of the Guarantor following reports in the first quarter of 2018 by South African asset management companies on some of the Guarantor's larger shareholders. As a result of these reports and the related media coverage, the Financial Services Conduct Authority (the "**FSCA**") in South Africa opened investigations on possible prohibited trading practices in respect of trading in the Guarantor's shares on the JSE.

While the FSCA has notified the Guarantor of the closure of the aforementioned investigations, there can be no assurance that further allegations will not be made, which may result in further investigations. This may have a negative effect on the Group's share and bond prices, results of operations or financial condition, or the availability of capital to the Group.

The Group is exposed to interest rate risks, the risk of loss and counterparty risk during hedging transactions, as well as to the risk of margin calls

Changes in interest rates can affect the Group's profitability by affecting the spread between, among other things, the income on its assets and the expense of its interest-bearing liabilities, the value of any interest-earning assets, its ability to make acquisitions and its ability to realise gains from the sale of its assets. In the event of a rising interest rate environment and/or economic downturn, loan defaults may increase and result in credit losses that may be expected to affect the Group's liquidity and operating results adversely. Interest rates are highly sensitive to many factors, including the expected inflation rate, governmental, monetary and tax policies, domestic and international economic and political considerations, fiscal deficits, trade surpluses or deficits, regulatory requirements and other factors beyond the Group's control.

The Group may finance its investments with both fixed and floating rate debt. The performance of an investment may be affected adversely if the Group fails to limit the effects of changes in interest rates on its operations. While the Group enters into hedging transactions on an ongoing basis, in particular to hedge against changes in interest rates and the related fluctuations in its financial costs, such hedging transactions may prove to be inefficient or unsuitable for attaining the objectives sought and may result in losses recognised in the profit and loss. This may have material adverse effects on the Group's business, financial condition, prospects and results of operations.

The Group will also be exposed to the credit risk of the relevant counterparty with respect to relevant payments in connection with such arrangements.

A substantial increase in interest rates may increase the Group's interest expense and ability to refinance at the same rates. In addition, an increase in interest rates may also affect private consumption or the ability of the Group's tenants to pay rents or may lead to a decrease in occupancy rates and/or tenants' turnovers.

Tightening regulation of the banking and insurance sector may contribute to higher costs of financing for the banks, which may again result in an increase in the price of the Group's new debt financing and the Group's average interest rate level. Furthermore, over the next few years, the Group will have to refinance loan agreements and bonds. The cost of refinancing such loans and bonds, or the cost of related derivatives, may increase. Such a rise in loan margins is likely to push the Group's average interest rate upwards in the future, even if market interest rates remained largely unchanged.

Any increase in interest rates, the Group's interest expense or credit margins could have a material adverse effect on the Group's business, financial condition, prospects and results of operations.

In addition, the Group's listed securities portfolio is pledged under an equity repurchase agreement maturing in March 2022. During the Covid-19 pandemic, several margin calls have been triggered, leading to EUR 67.7 million being posted by the Group as cash collateral. In June 2020 a voluntary partial repayment was made by the Group, reducing the outstanding loan to EUR 70 million and the cash margin to EUR 45.5 million. Considering the current position and market volatility, in particular due to the unfolding pandemic, there is a risk that the Group may encounter further margin calls.

Risks related to the markets in which the Group operates

There can be no assurance that the Group will be successful in implementing its strategy or achieving its financial targets or investment objectives

The Group is focused on operating and expanding its portfolio of regionally dominant assets in the CEE region through the acquisition, as well as development of, retail assets that meet its investment criteria. No assurances can be given that the implementation of the Group's strategy, and achieving its financial targets and investment objectives, will be successful under current or future market conditions. The Group's approach may be modified and revised from time to time. It is therefore possible that the approach adopted to implement its strategy and to achieve its investment objectives and financial targets in the future may be different from that presently expected to be used and disclosed in this Base Prospectus.

The availability of potential investments that meet the Group's investment criteria will depend on the state of the economy and financial markets in the CEE region. The supply of real estate assets might be limited for example due to fewer sales of real estate assets by sellers. Constriction of supply could further increase competition for acquisitions of properties that would be suitable for the Group and could also motivate potential sellers to sell properties in an auction process. All this may result in an increase in the price of properties. Competition from larger real estate companies, which may have access to cheaper funding in the markets in which the Group intends to expand its business, combined with the potential entry of new international investors in the markets where the Group is already present, may make it more challenging for the Group to acquire new properties and expand its portfolio and could weaken its market share and growth possibilities.

As a result, it could be more difficult for the Group to compete and successfully acquire properties, which could limit its ability to grow its business effectively and could have an adverse effect on the Group's business, financial condition, prospects and results of operations.

Furthermore, even though the Group obtains third-party appraisals and performs discounted cash flow analyses as part of its assessment of potential investments and does not rely on capital appreciation as its primary source of gain, the Group may compute purchase prices incorrectly due to incomplete or incorrect information and it may overpay for the properties it acquires which could have an adverse effect on the Group's business, financial condition, prospects and results of operations.

A decreased demand for, or an increased supply of, or a contraction of the market for, properties in the CEE region, could adversely affect the business and financial condition of the Group

Changes in supply and demand for real estate assets, or a contraction of the property market in any of the countries in which the Group has its operations or assets (for example as a result of the Covid-19 pandemic) may negatively

influence the occupancy rates of the Group's properties, rental rates, the level of demand and ultimately the value of such properties. Similarly, the demand for rental space at the Group's existing properties may decrease as a result of poor economic conditions, an increase in available space and heightened competition for stronger and better performing tenants. This could result in lower occupancy rates, higher capital expenditure required to contract or retain tenants, lower rental income owing to lower rental rates, as well as, shorter lease periods. All of these risks, if realised, could have a negative impact on the business, financial condition, prospects and results of operations of the Group.

The Group may not be able to realise its expected rates of return on its projects if the real estate market in the CEE region becomes saturated

Prior to the onset of the global financial crisis, the real estate market in the CEE region was characterised by a continued increase in investment activity from both domestic and international investors and in the number of projects that were planned. The real estate market in the CEE region has largely recovered from the economic downturn and the level of investment activity has increased and in the future it may reach saturation if the supply of commercial properties exceeds demand. Also, due to the Covid-19 pandemic space demand and occupancy levels may further decrease. Saturation or perceived over-supply of lettable commercial space in the real estate market would result in a decrease in occupancy rates and/or a decrease in market rental rates and sale prices. If occupancy rates fall and/or market rental rates decrease, the Group may not be able to realise its expected rates of return on its properties and development projects or may be unable to let its properties at all, which could have a material adverse effect on its business, financial condition, prospects and results of operations.

Financial volatility and default risk can lead to severe negative consequences in the markets in which the Group operates as well as to the Group's business, financial condition, prospects and results of operations

Large sovereign debt and/or fiscal deficits of a number of Eurozone countries as well as high levels of unemployment in many Eurozone countries have raised concerns regarding the financial condition of financial institutions, insurers and other corporates that are located in these countries and that have direct or indirect exposure to these countries (i) as a result of having operations in such countries and/or (ii) whose banks, counterparties, custodians, customers, service providers, sources of funding and/or suppliers have direct or indirect exposure to such countries. Such factors are expected to be exacerbated by the Covid-19 pandemic. The default, or a significant decline in the credit rating of one or more sovereigns or financial institutions, or large scale defaults by corporates, could cause severe stress in the financial system generally and could adversely affect the markets in which the Issuer and the Guarantor operate and the businesses and economic condition and prospects of the Issuer and the Guarantor and their respective counterparties, customers, suppliers or creditors, directly or indirectly, in ways which are difficult to predict.

Further, economically challenging times can lead to deterioration in the creditworthiness of tenants, increased rent arrears or service charge shortfall, rising vacancy rates and loss of rent. At the same time, it is very difficult or impossible for the Issuer to hedge against risks resulting from the financial crisis and sovereign debt crisis.

Such unfavourable developments could have a material adverse effect on the Issuer's and the Guarantor's business, results of operations and financial condition.

Possible break-up of the Eurozone could have a material adverse effect on the operations of the Group

The UK's vote on 23 June 2016 to leave the European Union has increased the concern that certain other European Union members may also hold referendums and vote to leave the European Union. It is generally uncertain whether the political landscape in certain Eurozone countries will move towards a direction in which certain countries decide to exit the Eurozone and reintroduce national currencies. An exit of one or more countries from the European Monetary Union will likely have adverse consequences which are potentially severe and hard to predict both for the economies of exiting members of the Eurozone as well as for the economies of remaining members of the Eurozone and the European Union and could potentially lead to significant changes in the financial markets and further uncertainty in the financial markets. This would directly impact the Group which has significant exposure to the Euro arising from its Euro-denominated lease agreements and its business activities more generally.

The impact of any such development could be detrimental to the Issuer and/or the Guarantor and could adversely affect their businesses, operations and profitability, solvency and the solvency of their counterparties, customers and service providers, credit rating, share price, the value and liquidity of their assets, the value and liquidity of the Notes and/or the ability of the Issuer to meet its obligations under the Notes (and the Guarantors' obligations

under the guarantee) and their respective debt obligations more generally.

The Group is dependent on economic, demographic and market developments in Romania, Poland, Hungary, Slovakia, Bulgaria, Croatia, the Czech Republic, Serbia, Lithuania and the CEE region more generally

As at 31 December 2019, the Group's estimated property portfolio in use was as follows: 38 per cent. was located in Romania, 23 per cent. in Poland, 10 per cent. in Hungary, 9 per cent. in Slovakia, 8 per cent. in Bulgaria, 4 per cent. in Croatia, 3 per cent. in the Czech Republic, 3 per cent. in Serbia and 2 per cent. in Lithuania (based on market value of the properties as at 31 December 2019). Accordingly, due to the concentration of its portfolio in the wider CEE region, the Group is dependent on the trends in the real estate markets in Romania, Poland, Hungary, Slovakia, Bulgaria, Croatia, the Czech Republic, Serbia and Lithuania, as well as on the general economic and demographic conditions and developments in these countries. In particular, Romanian, Polish and Hungarian policy-making and regulatory frameworks are often subject to rapid and radical changes, the consequences of which may be difficult to foresee, or which could potentially lead to slower economic growth or general deterioration of economic conditions in those countries. For example, the Romanian government has recently implemented a series of reforms, including numerous increases to minimum wage rates, as well as changes to the country's social security taxation regime and a transfer of its burden from employers to employees; it also introduced certain one-off exceptional taxes.

The Covid-19 pandemic outbreak has materially affected the prospects for economic output and labour markets in 2020 and potentially beyond and, without measures taken by governments in the jurisdictions where the Group operates to sustain employment, unemployment rates may rise to higher levels. In addition, issues concerning the European Union, including immigration generally as well as the UK's exit from the European Union, where many CEE citizens are currently employed, may trigger an increase in unemployment rates in the CEE region. Also, declining demographic trends in the CEE countries may trigger an increase in the age dependency ratio in these countries. The deterioration of economic conditions in the countries where the Group operates or globally, resulting in an increase in unemployment or a decline in real income, could adversely affect the financial condition of the Group's tenants and other counterparties and their ability to meet their contractual obligations towards the Group. Furthermore, a global economic downturn could lead to loss of confidence by international investors and hence adversely affect the real estate markets where the Group's investment policy is focused. These developments in turn could have a material adverse impact on the Group's business, results of operations, financial condition and prospects.

The markets in the CEE region are subject to greater risks than more developed markets, including legal, economic, fiscal and political risks that could have a material adverse effect on the Group's business

Investors in emerging and developing markets such as the countries in which the Group has its operations or assets should be aware that these markets are subject to greater legal, economic, fiscal and political risks than mature markets and are subject to rapid and sometimes unpredictable change. In general, investing in the securities of issuers with substantial operations in emerging or developing markets such as the CEE region, involves a higher degree of risk than investing in the securities of issuers with substantial operations in the countries of Western Europe or other similar jurisdictions. Changes in economic and political situations in one emerging or developing market country may have a negative or unrelated consequential impact on the economic and political situation in other emerging or developing market countries.

The Group's operations in the CEE region are exposed to risks which are common to all regions that have recently undergone, or are undergoing political, economic and social change, including currency fluctuations, an evolving regulatory environment, inflation, economic downturns, local market disruptions, labour unrest, changes in disposable income or gross national product, variations in interest rates and taxation policies and other similar factors. Political or economic instability resulting from the occurrence of any of these risks may adversely affect the real estate market in the CEE region.

As a result, the Group's performance could be significantly affected by events in the CEE region which are beyond its control, such as a general downturn in the economy, political instability, changes in regulatory requirements and applicable laws (including in relation to taxation), the condition of financial markets and interest and inflation rate fluctuations. Such events could reduce the Group's rental income and/or the market value of its properties, which could have a material adverse effect on the Group's business, financial condition, prospects and results of operations.

The Group faces business risks stemming from central banks' monetary policy decisions. Any rise in interest rates could have material adverse effects on real estate markets and on the Group

In recent years, central banks around the world have engaged in an unprecedented set of monetary policy measures generally referred to as quantitative easing. Such measures generally consist of central bank purchases of government and other securities held by commercial banks and other private sector entities to stimulate the economy by increasing the amount of liquidity available to banks for onward lending to businesses. By engaging in quantitative easing and pegging interest rates at historically low levels, central banks have created an environment that has affected real estate companies in a variety of ways. Among other things, this has made it easier and cheaper for the Group to raise new financing and to refinance its existing liabilities. Moreover, by contributing to a rise in asset prices, including real estate, this has supported the valuation of the Group's property portfolio. Some central banks have already reversed course and begun to gradually tighten monetary policy and others are expected to follow. Any such action is likely to eventually raise interest rates to levels that are more in line with historical averages. When that happens, the Group's business is likely to be affected in a number of ways. The cost at which the Group is able to raise new financing and refinance its existing liabilities will increase. Moreover, asset prices may decline from their current high levels, which could lead to a reduction in the value of the Group's property portfolio. Moreover, because of the dampening effect that a tighter monetary policy typically has on the general economy, private households on average are likely to have less disposable income, which may impact the performance of the Group's tenants. Therefore, if central banks begin to tighten monetary policy, the Group's business activities, results of operations, net assets, financial condition or cash flow could be materially adversely affected in a variety of ways.

Hostilities with neighbouring countries and civil unrest in the CEE region may adversely affect the economies of countries in the CEE region, disrupt the Group's operations and cause its business to suffer

CEE region countries have from time to time experienced instances of hostilities with neighbouring countries (such as the increased unrest in Ukraine in recent years). Military activity or terrorist attacks in the future could influence the economies of CEE countries by disrupting communications, making travel more difficult and deterring inwards investment. Such political tensions could create a greater perception that investments in companies in the CEE region involve a higher degree of risk. Events of this nature in the future, as well as social and civil unrest within other countries in Europe, could influence the economies of CEE region countries and could have a material adverse effect on the Group's business and results of operation.

Legal regimes in the CEE region differ from those in Western Europe and legal systems and legislation in the CEE region continue to develop, which may create an uncertain environment for investments and for business activity in general

The legal systems of most of the countries in the CEE region have undergone dramatic changes in recent years as a result of EU membership and generally in alignment with countries with more developed legal jurisdictions.

In many cases, the interpretation and procedural safeguards of the new legal and regulatory systems are still being developed, which may result in the promulgation of new laws, changes in existing laws, inconsistent application of existing laws and regulations and uncertainty as to the application and effect of new laws and regulations.

Generally, in civil law jurisdictions such as Romania and other countries where the Group operates, judicial decisions have no precedential effect and therefore courts may not be bound by earlier court decisions taken in the same or similar circumstances, which can result in the inconsistent application of such countries' legislation to resolve the same or similar disputes.

Additionally, in some circumstances, it may not be possible to obtain the legal remedies provided for under relevant laws and regulations in a reasonably timely manner or at all. A lack of legal certainty or the inability to obtain effective legal remedies in a reasonably timely manner may have a material adverse effect on the Group's business, financial condition, prospects and results of operations.

The insolvency laws of The Netherlands may not be as favourable to Noteholders as insolvency laws of jurisdictions with which Noteholders may be familiar and may preclude Noteholders from recovering payments due on the Notes

The Issuer is incorporated and has its centre of main interest, for the purposes of EU insolvency regulations, in The Netherlands. Accordingly, insolvency proceedings with respect to the Issuer would proceed under, and be governed by, Dutch insolvency laws, subject to certain exceptions provided for in Regulation (EU) 2015/848 of

the European Parliament and of the Council of May 20, 2015 on insolvency proceedings (recast). The insolvency laws of The Netherlands may not be as favourable to investors' interests as those of other jurisdictions with which investors may be familiar and may limit the ability of Noteholders to enforce the terms of the Notes.

The Group's assets may be subject to expropriation and confiscation

Subject to certain specific requirements under local law (such as the necessity for properties in certain circumstances to be used in local national interest) and subject to prior fair compensation having been paid to the Group's relevant subsidiary, certain Governments may enforce policies of expropriating part or all of a property owned by the Group's subsidiaries. However, there can be no certainty that such fair compensation shall equal the respective property's full market value.

Expropriation or confiscation of the companies in which the Group invests, their assets or portions thereof, potentially with inadequate compensation, could have a material adverse effect on the Group's business, financial condition, prospects and results of operations depending on the relevant property involved.

RISKS RELATED TO THE MARKET GENERALLY

Set out below is a brief description of certain market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk.

The trading market for debt securities may be volatile and may be adversely impacted by many events

The market for debt securities is influenced by economic and market conditions. There can be no assurance that events in Europe or elsewhere will not cause market volatility or that such volatility will not adversely affect the price of the Notes or that economic and market conditions will not have any other adverse effect.

The secondary market generally

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. The liquidity of the Notes may also be impacted by any exercise of a put option by Noteholders or the exercise of a call option of part only of the Notes by the Issuer. Illiquidity may have a severely adverse effect on the market value of Notes.

Exchange rate risks

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency equivalent value of the principal payable on the Notes and (3) the Investor's Currency equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

RISKS RELATED TO THE STRUCTURE OF A PARTICULAR ISSUE OF NOTES

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of certain such features.

Notes subject to optional redemption by the Issuer

An optional redemption feature is likely to limit the market value of Notes. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

With respect to the Clean-Up Call Option by the Issuer (Condition 7(h)), there is no obligation on the Issuer to inform investors if and when the 80 per cent. threshold of the nominal amount of Notes of a particular Series of Notes has been reached or is about to be reached, and the Issuer's right to redeem will exist notwithstanding that immediately prior to the serving of a notice in respect of the exercise of the Clean-Up Call Option, the Notes may have been trading significantly above par, thus potentially resulting in a loss of capital invested.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Certain base rates described herein refer to "benchmarks," including LIBOR and EURIBOR, may be discontinued or reformed, which may adversely affect the value of and return on floating rate debt securities

The London Interbank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**") and other interest rates or other types of rates and indices which are deemed to be benchmarks are the subject of ongoing national and international regulatory discussions and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented.

Regulation (EU) No. 2016/1011 (the "**Benchmark Regulation**") on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds became applicable from 1 January 2018. The Benchmark Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark, within the EU. The Benchmark Regulation could have a material impact on any Notes linked to LIBOR, EURIBOR or another benchmark rate or index, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the terms of the Benchmark Regulation, and such changes could (amongst other things) have the effect of reducing or increasing the rate or level, or affecting the volatility of the published rate or level, of the benchmark. More broadly, any of the international, national or other proposals for reform, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain "benchmarks," trigger changes in the rules or methodologies used in certain "benchmarks" or lead to the discontinuance or unavailability of quotes of certain "benchmarks".

As an example of such benchmark reforms, on 27 July 2017, the UK Financial Conduct Authority announced that it will no longer persuade or compel banks to submit rates for the calculation of the LIBOR benchmark after 2021 and, on 12 July 2018, announced that the LIBOR benchmark may cease to be a regulated benchmark under the

Benchmark Regulation. Such announcements indicate that the continuation of LIBOR on the current basis (or at all) cannot and will not be guaranteed after 2021. In addition, on 29 November 2017, the Bank of England and the FCA announced that, from January 2018, its working group on Sterling risk free rates has been mandated with implementing a broad-based transition to the Sterling Overnight Index Average ("**SONIA**") over the next four years across sterling bond, loan and derivative markets so that SONIA is established as the primary sterling interest rate benchmark by the end of 2021.

On 21 September 2017, the European Central Bank announced that it would be part of a new working group tasked with the identification and adoption of a "risk free overnight rate" which can serve as a basis for an alternative to current benchmarks used in a variety of financial instruments and contracts in the euro area. On 13 September 2018, the working group on Euro risk-free rates recommended the new Euro short-term rate ("**€STR**") as the new risk-free rate for the euro area. The €STR was published for the first time on 2 October 2019. Although EURIBOR has been reformed in order to comply with the terms of the Benchmark Regulation, it remains uncertain as to how long it will continue in its current form, or whether it will be further reformed or replaced with €STR or an alternative benchmark.

The elimination of LIBOR or any other benchmark, or changes in the manner of administration of any benchmark, could require or result in an adjustment to the interest calculation provisions of the Conditions, or result in adverse consequences to holders of any Notes linked to such benchmark (including Floating Rate Notes whose interest rates are linked to LIBOR, EURIBOR or any other such benchmark that is subject to reform). Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of alternative reference rates and as to potential changes to such benchmark may adversely affect such benchmark during the term of the relevant Notes, the return on the relevant Notes and the trading market for securities (including the Notes) based on the same benchmark.

Any such consequences could have a material adverse effect on the value of and return on any such Notes.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmark Regulation reforms or possible cessation or reform of certain reference rates in making any investment decision with respect to any Notes linked to or referencing a benchmark.

Notes issued as Green Bonds with a specific use of proceeds may not meet investor expectations or requirements

The Final Terms relating to a specific Tranche of Notes may provide that it is the Issuer's intention to apply the proceeds of those Notes for projects that contribute to the environmental objective of climate change mitigation, low carbon society, and the achievement of UN Sustainable Development Goals ("**Eligible Green Projects**"). A prospective investor should have regard to the information set out in the relevant Final Terms and determine for itself the relevance of such information for the purpose of an investment in such Notes together with any other investigation it deems necessary.

No assurance is given by the Issuer, the Arranger or the Dealers that such use of proceeds will satisfy any present or future investment criteria or guidelines with which an investor is required, or intends, to comply, in particular with regard to any direct or indirect environmental impact of any project or uses, the subject of or related to, the relevant Eligible Green Project.

The definition (legal, regulatory or otherwise) of, and market consensus as to what constitutes or may be classified as, a "sustainable", "green" or equivalently-labelled project or a loan that may finance such project, is currently under development. On 18 December 2019, the Council and the European Parliament reached a political agreement on a regulation to establish a framework to facilitate sustainable development (the "**Taxonomy Regulation**"). The Taxonomy Regulation was published in the Official Journal of the EU on 22 June 2020 and will come into force on 12 July 2020 (albeit key provisions will be developed by delegated acts and will only come into force at a later date). Within the framework of the Taxonomy Regulation, the Technical Expert Group on Sustainable Finance ("**TEG**") was asked to develop recommendations for technical screening criteria for economic activities that can make a substantial contribution to climate change mitigation or adaptation. On 9 March 2020, the TEG published its final report on the EU taxonomy. The report contained recommendations relating to the overarching design of the EU Taxonomy, as well as extensive implementation guidance on how companies and financial institutions can use and disclose against the taxonomy. The TEG's recommendations are designed to support the European Commission in the development of the delegated act on climate change mitigation and climate change adaptation under the Taxonomy Regulation. Further development of the EU Taxonomy will take place via a new Platform on Sustainable Finance, which is expected to be operating by autumn 2020.

There can be no assurance by the Issuer that the use of proceeds of Notes identified in the relevant Final Terms will satisfy, whether in whole or in part, any future legislative or regulatory requirements, or any present or future investor expectations or requirements with respect to investment criteria or guidelines with which any investor or its investments are required to comply under its own governing rules or investment portfolio mandates. Each prospective investor should have regard to the factors described in this Base Prospectus and the relevant Final Terms and seek advice from their independent financial adviser or other professional adviser regarding the use of proceeds of any Note issue and its purchase of the Notes before deciding to invest.

No representation or assurance is given as to the suitability or reliability of any opinion or certification of any third party made available in connection with an issue of Notes issued as Green Bonds. For the avoidance of doubt, any such opinion or certification is not incorporated in this Base Prospectus. Any such opinion or certification is not a recommendation by the Issuer, the Arranger, the Dealers or any other person to buy, sell or hold any such Notes and is current only as of the date it was issued. As at the date of this Base Prospectus, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein.

In the event that any Notes are listed or admitted to trading on a dedicated "green" or other equivalently-labelled segment of a stock exchange or securities market, no representation or assurance is given by the Issuer, the Arranger, the Dealers or any other person that such listing or admission satisfies any present or future investment criteria or guidelines with which such investor is required, or intends, to comply. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. No representation or assurance is given or made by the Issuer, the Arranger, the Dealers or any other person that any such listing or admission to trading will be obtained in respect of any such Notes or that any such listing or admission to trading will be maintained during the life of the Notes.

While it is the intention of the Issuer to apply the proceeds of any Notes issued as Green Bonds towards Eligible Green Projects and to report on the use of proceeds or Eligible Green Projects as described in this Base Prospectus, the Group's green financing framework, which is available at https://nepirockcastle.com/wp-content/uploads/2020/07/NEPI-Rockcastle-Green-Finance-Framework_Final.pdf, and the applicable Final Terms, there is no contractual obligation to do so. There can be no assurance that any such Eligible Green Projects will be available or capable of being implemented in the manner anticipated and, accordingly, that the Issuer will be able to use the proceeds for such Eligible Green Projects as intended. In addition, there can be no assurance that Eligible Green Projects will be completed as expected or achieve the impacts or outcomes (environmental or otherwise) originally expected or anticipated. None of a failure by the Issuer to allocate the proceeds of any Notes issued as Green Bonds or to report on the use of proceeds or Eligible Green Projects as anticipated or a failure of a third party to issue (or to withdraw) an opinion or certification in connection with an issue of Green Bonds or the failure of the Notes issued as Green Bonds to meet investors' expectations requirements regarding any "green" or similar labels will constitute an event of default or breach of contract with respect to any of the Notes issued as Green Bonds.

A failure of the Notes issued as Green Bonds to meet investor expectations or requirements as to their "green", "sustainable" or equivalent characteristics, including the failure to apply proceeds for Eligible Green Projects, the failure to provide, or the withdrawal of, a third party opinion or certification, the Notes ceasing to be listed or admitted to trading on any dedicated stock exchange or securities market as aforesaid or the failure by the Issuer to report on the use of proceeds or Eligible Green Projects as anticipated, may have a material adverse effect on the value of such Notes and/or may have consequences for certain investors with portfolio mandates to invest in green assets (which consequences may include the need to sell the Notes as a result of the Notes not falling within the investor's investment criteria or mandate).

RISKS RELATED TO NOTES GENERALLY

Set out below is a brief description of certain risks relating to the Notes generally.

The Issuer is a holding, financing, licensing and an advisory and support company and its ability to pay interest and/or principal depends upon the ability of its subsidiaries to advance funds

The Issuer is a holding, financing, licensing and an advisory and support company and its ability to pay interest and/or principal depends upon the ability of its subsidiaries to pay dividends, interest, royalties and advisory and support fees and advance funds to it.

All real estate assets are owned by and the large majority of revenues are generated by the Issuer's subsidiaries. Because the Issuer conducts its business through the Group's subsidiaries, its ability to pay interest and/or principal under the Notes, and on any other of its borrowings, depends on the earnings and cash flow of the Group's subsidiaries and their ability to pay the Issuer dividends, interest, royalties and advisory and support fees and to advance funds to it. The Group's subsidiaries are legally separated from the Issuer and have no obligation to make payments to the Issuer of any surpluses generated from their business. Other contractual and legal restrictions applicable to the Group's subsidiaries could also limit the Issuer's ability to obtain cash from them. Furthermore, the Issuer's right to participate in any distribution of its subsidiaries' assets upon their liquidation, reorganisation or insolvency would generally be subject to prior claims of the subsidiaries' creditors, including lenders and trade creditors, to contractual provisions under its loan agreements limiting its ability to recover claims in favour of its creditors and to obligations that may be preferred by provisions of law that are mandatory and of general application.

Thus, the Notes are structurally subordinated to the claims of all holders of debt securities and other creditors, including trade creditors, of the Issuer's subsidiaries and structurally and/or effectively subordinated to the extent of the value of collateral provided to the Issuer's and the Issuer's subsidiaries' secured creditors. There can be no assurance that the Group and its assets would be protected from any actions by the creditors of any subsidiary, whether under bankruptcy law, by contract or otherwise. In addition, defaults by, or the insolvency of, certain subsidiaries could result in proceedings against the Issuer to enforce the obligation of the Issuer to make payments under parent company financial or performance guarantees in respect of such subsidiaries' obligations or the occurrence of cross defaults on certain borrowings of the Group. This in turn could materially affect the Group's operations.

The Notes will be effectively subordinated to any of the Issuer's or the Guarantor's existing secured and future secured indebtedness

The Notes and the Guarantee are (subject to Condition 4 (*Negative Pledge*)) unsecured obligations of the Issuer and the Guarantor, respectively. The Notes are effectively subordinated to the Issuer's or the Guarantor's existing secured indebtedness and future secured indebtedness. Accordingly, holders of the Issuer's or the Guarantor's secured indebtedness will have claims that are superior to the claims of Noteholders to the extent of the value of the assets securing such other indebtedness. In the event of a bankruptcy, liquidation or dissolution of the Issuer or the Guarantor, the assets that serve as collateral for any secured indebtedness of the Issuer or the Guarantor would be available to satisfy the obligations under the secured indebtedness before any payments are made on the Notes. Other than as set out in Condition 4 (*Negative Pledge*) and Condition 5 (*Financial Covenants*), the Conditions do not prohibit the Issuer or the Guarantor from incurring and securing future indebtedness.

The Notes will constitute unsecured obligations of the Issuer

The Issuer's obligations under the Notes will be unsecured. Accordingly, any claims against the Issuer under the Notes would be unsecured claims. The Issuer's ability to pay such claims will depend upon, among other factors, its liquidity, overall financial strength and its ability and that of the Group's subsidiaries to generate cash flows, which could be affected by, *inter alia*, the circumstances described in these risk factors. Any such factors could affect the Issuer's ability to make payment of interest and principal under the Notes.

Modification, waivers and substitution

The Terms and Conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally and to obtain Written Resolutions (as defined in the Trust Deed) on matters relating to the Notes from Noteholders without calling a meeting. A Written Resolution signed by or on behalf of the holders of not less than three-quarters of the nominal amount of the Notes of the relevant Series who for the time being are entitled to receive notice of a meeting in accordance with the provisions of the Trust Deed and whose Notes are outstanding shall, for all purposes, take effect as an Extraordinary Resolution.

In certain circumstances, where the Notes are held in global form in the clearing systems, the Issuer, the Guarantor and the Trustee (as the case may be) will be entitled to rely upon:

- (i) where the terms of the proposed resolution have been notified through the relevant clearing system(s), approval of a resolution proposed by the Issuer, the Guarantor or the Trustee (as the case may be) given by way of electronic consents communicated through the electronic communications systems of the relevant clearing systems in accordance with their operating rules and procedures by or on behalf of the

holders of not less than three-quarters of the nominal amount of the Notes of the relevant Series for the time being outstanding; and

- (ii) where electronic consent is not being sought, consent or instructions given in writing directly to the Issuer, the Guarantor and/or the Trustee (as the case may be) by accountholders in the clearing systems with entitlements to such global note or certificate or, where the accountholders hold such entitlement on behalf of another person, on written consent from or written instruction by the person for whom such entitlement is ultimately beneficially held (directly or via one or more intermediaries).

A Written Resolution or an electronic consent as described above may be effected in connection with any matter affecting the interests of Noteholders, including the modification of the Conditions, that would otherwise be required to be passed at a meeting of Noteholders satisfying the special quorum in accordance with the provisions of the Trust Deed, and shall for all purposes take effect as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The Terms and Conditions of the Notes also provide that the Trustee may, without the consent of Noteholders or Couponholders, agree to (i) any modification of any of the provisions of the Trust Deed that is of a formal, minor or technical nature or is made to correct a manifest error, and (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed that is in the opinion of the Trustee not materially prejudicial to the interests of the Noteholders. Any such modification, authorisation or waiver shall be binding on the Noteholders and the Couponholders and, if the Trustee so requires, such modification shall be notified to the Noteholders as soon as practicable.

The Trust Deed also contains provisions which allow, without the consent of the Noteholders or Couponholders, a legal entity to assume the obligations of the Issuer as principal debtor under the Trust Deed and the Notes, in the circumstances described in Condition 10 of the Notes.

Change of law

The Terms and Conditions of the Notes are based on English law in effect as at the date of issue of the relevant Notes. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of issue of the relevant Notes.

Bearer Notes where denominations involve integral multiples

In relation to any issue of Notes in bearer form which have denominations consisting of a minimum Specified Denomination (as defined in the Conditions) plus one or more higher integral multiples of another smaller amount, it is possible that the Notes may be traded in amounts that are not integral multiples of such minimum Specified Denominations. In such a case a Noteholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time will not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

If definitive Notes are issued, holders should be aware that definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

Eligibility of the Notes for Eurosystem Monetary Policy

The New Global Note form has been introduced to allow for the possibility of debt instruments to be held in a manner which will allow Eurosystem eligibility. This means that any such Notes are upon issue deposited with one of the international central securities depositories as common safekeeper and does not necessarily mean that such Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem ("**Eurosystem Eligible Collateral**") either upon issue, or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria and other obligations (including the provision of further information) as specified by the European Central Bank from time to time. The Issuer and Guarantor do not give any representation, warranty, confirmation or guarantee to any investor that such Notes will, either upon issue, or at any or all times during their life, satisfy all or any requirements for Eurosystem eligibility and be recognised as Eurosystem Eligible Collateral. Any potential investor in any such Notes should

make their own conclusions and seek their own advice with respect to whether or not any such Notes constitute Eurosystem Eligible Collateral.

ALTERNATIVE PERFORMANCE MEASURES

Certain alternative performance measures (as defined in the ESMA Guidelines on Alternative Performance Measures) ("**Alternative Performance Measures**" or "**APMs**") are included in this Base Prospectus. Such APMs are defined where they are first used in this Base Prospectus. The Group's management uses the APMs to assess the Group's operating performance because it believes that the APMs are important supplemental measures of the Group's performance. In addition, the Group's management believes that the APMs are frequently used by securities analysts, investors and other interested parties in the evaluation of companies that operate in its industry. The APMs are not presentations specifically defined by International Financial Reporting Standards ("**IFRS**") and the Group's use of the terms that comprise the APMs may vary from others in its industry due to differences in accounting policies or differences in the calculation methodology of these terms by others in the Group's industry. The APMs have limitations as analytical tools, and should not be considered in isolation, or as substitutes for financial information as reported under IFRS. The APMs should not be considered as alternatives to profit before tax or any other performance measures derived in accordance with IFRS or as alternatives to cash flow from operating activities or as measures of the Group's liquidity. Such measures as presented in this Base Prospectus may not be comparable to similarly titled measures of performance presented by other companies, and they should not be considered as substitutes for the information contained in the Guarantor Audited Consolidated Financial Statements, which are included in this Base Prospectus (see "*Selected Financial Information*").

SUPPLEMENTARY BASE PROSPECTUS

Each of the Issuer and the Guarantor has given an undertaking to the Dealers that if at any time during the duration of the Programme there is a significant new factor, material mistake or material inaccuracy relating to information contained in this Base Prospectus the Issuer shall prepare an amendment or supplement to this Base Prospectus or publish a replacement Base Prospectus for use in connection with any subsequent offering of the Notes and shall supply to each Dealer and the Trustee such number of copies of such supplement hereto as such Dealer and the Trustee may reasonably request.

SELECTED FINANCIAL INFORMATION

The following tables contain selected historical consolidated financial information for the Guarantor as of the dates and the periods indicated.

The selected consolidated statement of comprehensive income data, the selected consolidated statement of cash flows and reconciliation of profit for the period to distributable earnings for the years ended 31 December 2019 and 31 December 2018 and the selected consolidated statement of financial position data as of 31 December 2019 and 31 December 2018 have been derived from or calculated based on the information extracted from the audited consolidated financial statements of the Guarantor as at and for the years ended 31 December 2019 and 31 December 2018 (together, the "**Guarantor Audited Consolidated Financial Statements**"), which have been prepared in accordance with IFRS.

Prospective investors should read the following selected consolidated financial information in conjunction with the rest of the information contained herein including, but not limited to, the information contained in the section titled "*Risk Factors*" as well as the Guarantor Audited Consolidated Financial Statements (including the auditor's reports) set forth and incorporated by reference herein.

The Issuer has prepared its annual consolidated financial statements in accordance with IFRS, as adopted by the European Union for the financial years ended 31 December 2019 and 31 December 2018. These financial statements have been incorporated by reference in this Base Prospectus.

GUARANTOR'S CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

	As at 31 December	
	2019	2018
	(audited)	(audited)
	<i>All amounts are in €'000</i>	
ASSETS		
Non-current assets	6,169,170	6,116,059
Investment property	6,022,600	5,911,070
Investment property in use	5,800,759	5,688,610
Investment property under development	221,841	222,460
Goodwill	76,804	93,070
Deferred tax assets	15,209	13,739
Investments in joint ventures	22,844	49,185
Long-term loans granted to joint ventures	21,220	21,311
Other long-term assets	7,590	19,039
Derivative financial assets at fair value through profit or loss	2,903	8,645
Current assets	467,191	374,628
Trade and other receivables	89,383	80,750
Financial investments at fair value through profit or loss	169,062	168,339
Cash collateral	-	27,784
Financial assets at fair value through profit or loss	-	831
Cash and cash equivalents	208,746	96,924
Asset held for sale	337,739	11,957
Total assets	6,974,100	6,502,644
EQUITY AND LIABILITIES		
TOTAL SHAREHOLDERS' EQUITY	4,096,880	3,845,873
Equity attributable to equity holders	4,090,672	3,839,772
Share capital	5,998	5,778
Share premium	3,625,348	3,625,568
Other reserves	(3,627)	-
Accumulated profit	462,953	208,426
Non-controlling interest	6,208	6,101
Total liabilities	2,877,220	2,656,771
Non-current liabilities	2,687,397	2,221,338
Bank loans	574,112	930,048
Bonds	1,677,779	892,397
Deferred tax liabilities	354,756	351,187
Other long-term liabilities	74,036	44,981
Derivative financial liabilities at fair value through profit or loss	6,714	2,725
Current liabilities	150,785	435,433
Trade and other payables	130,411	159,786
Bank loans	9,815	265,006
Bonds	10,559	10,641
Liabilities held for sale	39,038	-
Total equity and liabilities	6,974,100	6,502,644
Net Asset Value per share (euro)	6.83	6.66
EPRA Net Asset Value per share (euro)	7.32	7.09
Number of shares for Net Asset Value / EPRA Net Asset Value per share	599,797,201	577,800,734

GUARANTOR'S CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

	Year ended	
	31 December	
	2019	2018
	<i>(audited)</i>	<i>(audited)</i>
	<i>All amounts are in €'000</i>	
	<i>(unless otherwise stated)</i>	
Gross rental income.....	407,139	349,907
Service charge income	176,841	151,826
Property operating expenses	(183,242)	(155,663)
Net rental and related income	400,738	346,070
Administrative expenses	(21,550)	(22,022)
EBITDA*	379,188	324,048
Net result from financial investments	23,651	(122,915)
Income from financial investments at fair value through profit or loss	12,560	29,132
Fair value and net result on sale of financial investments at fair value through profit or loss	11,091	(152,047)
Transaction fees	(5,411)	(6,079)
Fair value adjustments of investment property.....	134,709	108,411
Foreign exchange loss	(907)	(923)
Gain on acquisition of subsidiaries	446	6,933
Gain on disposal of assets held for sale	123	-
Gain on disposal of joint venture.....	3,588	-
Profit before net finance expense	535,387	309,475
Net finance expense	(52,517)	(39,859)
Interest income.....	1,938	2,444
Interest expense.....	(52,494)	(40,318)
Other net finance expense	(1,961)	(1,985)
Fair value adjustments of derivatives and losses on extinguishment of financial instruments	(23,743)	(1,432)
Share of profit of joint ventures.....	5,872	8,329
Impairment of goodwill.....	(5,956)	-
Profit before tax	459,043	276,513
Income tax expense.....	(42,701)	(54,808)
Current tax expense	(11,331)	(9,482)
Deferred tax expense.....	(31,370)	(45,326)
Profit after tax.....	416,342	221,705
Total comprehensive income for the year.....	416,342	221,705
Profit attributable to:		
Non-controlling interest	107	(150)
Equity holders	416,235	221,855
Total comprehensive income attributable to:		
Non-controlling interest	107	(150)
Equity holders	416,235	221,855
Weighted average number of shares in issue.....	585,511,850	577,800,734
Diluted weighted average number of shares in issue	585,511,850	577,800,734
Basic/ diluted earnings per share (euro cents) for profit attributable to equity holders	71.09	38.40

* EBITDA (Earnings Before Interest, Taxes, Depreciation and Amortisation) represents the Group's Operating profit, defined as Net rental and related income less Administrative expenses. EBITDA is a non-IFRS measure and is not defined by IFRS and the Guarantor's use of the term may vary from others in its industry due to differences in accounting policies or differences in the calculation methodology of this term by others in the Guarantor's industry. EBITDA should not be considered as an alternative for profit before tax or any other performance measure derived in accordance with IFRS or as an alternative to cash flows from operating activities or as a measure of the Guarantor's liquidity. EBITDA has limitations as an analytical tool, and should not be considered in isolation, or as a substitute for financial information as reported under IFRS.

GUARANTOR'S RECONCILIATION OF PROFIT FOR THE PERIOD TO DISTRIBUTABLE EARNINGS

	Year ended 31 December	
	2019	2018
	(audited)	(audited)
<i>All amounts are in €'000</i>		
Profit for the year attributable to equity holders.....	416,235	221,855
Reverse indirect result	(97,402)	58,876
Foreign exchange loss.....	907	923
Transaction fees.....	5,411	6,079
Fair value adjustments of investment property for controlled subsidiaries	(134,709)	(108,411)
Gain on acquisition of subsidiaries	(446)	(6,933)
Fair value and net result on sale of financial investments at fair value through profit or loss	(11,091)	152,047
Income from financial investments at fair value through profit or loss	(12,560)	(29,132)
Profit on disposal of assets held for sale	(123)	-
Fair value adjustments of derivatives and losses on extinguishment of financial instruments	23,743	1,432
Deferred tax expense for controlled subsidiaries	31,370	45,326
Profit on disposal of joint venture	(3,588)	-
Impairment of goodwill	5,956	-
Fair value adjustments of investment property for joint ventures	(3,227)	(4,374)
Fair value adjustments of derivatives and losses on extinguishment of financial instruments	(51)	(141)
Deferred tax expense for joint ventures	907	1,889
Foreign exchange loss for joint ventures	99	171
Company specific adjustments	10,916	24,682
Amortisation of financial assets	(1,533)	(2,292)
Realised foreign exchange loss for controlled subsidiaries	(30)	(912)
Realised foreign exchange loss for joint ventures.....	(7)	(1)
Accrued income from financial investments at fair value through profit or loss	12,349	28,122
Fair value adjustment of investment property for non-controlling interest	138	(350)
Deferred tax expense for non-controlling interest.....	(1)	115
Antecedent dividend	4,062	-
Distributable earnings	333,811	305,413
Less: Distribution declared.....	(333,811)	(305,413)
Interim distribution.....	(170,030)	(153,041)
Final distribution	(163,781)	(152,372)
Earnings not distributed	-	-
Number of shares entitled to interim distribution	585,838,887	577,800,734
Number of shares entitled to final distribution.....	599,797,201	577,800,734
Distributable earnings per share (euro cents)	56.33	52.86
Less: Distribution declared per share (euro cents).....	(56.33)	(52.86)
Interim distribution per share (euro cents).....	(29.02)	(26.49)
Final distribution per share (euro cents)	(27.31)	(26.37)

GUARANTOR'S CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year ended 31 December	
	2019	2018
	(audited)	(audited)
<i>All amounts are in €'000</i>		
OPERATING ACTIVITIES		
Profit after tax	416,342	221,705
Adjustments	(36,693)	104,593
Fair value adjustments of investment property	(134,709)	(108,411)
Fair value and net result on sale of financial investments at fair value through profit or loss	(11,091)	152,047
Income from financial investments at fair value through profit or loss	(12,560)	(29,132)
Foreign exchange loss	907	923
Gain on disposal of joint venture	(3,588)	-
Profit on disposal of assets held for sale	(123)	-
Gain on acquisition of subsidiaries	(446)	(6,933)
Impairment of goodwill	5,956	-
Net finance expense	52,517	39,859
Fair value adjustments of derivatives and losses on extinguishment of financial instruments	23,743	1,432
Deferred tax expense	31,370	45,326
Current tax expense	11,331	9,482
Changes in working capital	(58,031)	(46,123)
Decrease/(increase) in trade and other receivables	2,415	(13,281)
(Decrease)increase in trade and other payables	(748)	15,983
Interest paid on loans and borrowings	(19,034)	(19,145)
Interest paid on lease liabilities (IFRS 16)	(559)	-
Bond coupon paid	(28,414)	(23,750)
Income tax paid	(11,798)	(6,054)
Bank charges paid	(1,460)	-
Interest received	1,567	124
CASH FLOWS FROM OPERATING ACTIVITIES	321,618	280,175
INVESTING ACTIVITIES		
Investments in acquisitions and developments	(248,048)	(759,231)
Expenditure on investment property under development	(283,695)	(260,213)
Payments for acquisition of subsidiaries less cash acquired during the year	-	(500,739)
Settlements of deferred consideration for prior years acquisitions	(2,463)	945
Proceeds from sale of assets held for sale	2,309	776
Proceeds from disposal of joint venture	35,801	-
Other investments	-	10,208
Loans repaid by third parties	-	4,208
Loans received from joint ventures	-	6,000
Net cash flow from investments in financial assets	51,121	275,834
Payments for investing in financial investments at fair value through profit or loss	-	(53,743)
Income from financial investments at fair value through profit or loss	12,560	29,132
Payments for equity swap resettlement	(39,029)	(78,317)
Cash flows from equity collateral	27,784	237,757
Proceeds from sale of financial investments at fair value through profit or loss	49,806	141,005
CASH FLOWS USED IN INVESTING ACTIVITIES	(196,927)	(473,189)

	Year ended 31 December	
	2019	2018
	(audited)	(audited)
<i>All amounts are in €'000</i>		
FINANCING ACTIVITIES		
Payment to acquire shares under LTSIP	(3,842)	-
Net movements in bank loans, bonds and other longterm liabilities	159,202	403,565
Proceeds from bank loans.....	216,936	414,000
Proceeds from bonds	985,372	-
Repayment of bank loans	(827,594)	(12,165)
Repurchase of bonds.....	(202,200)	-
Premium paid on repurchase of bond.....	(11,893)	-
(Repayment of)/ Proceeds from other long-term liabilities .	(1,419)	1,730
Other payments	(2,348)	(12,845)
Repayments of lease liabilities (IFRS 16).....	(229)	-
Premium paid on acquisitions of derivatives	(2,119)	(12,845)
Earnings distribution.....	(161,708)	(296,326)
CASH FLOWS (USED)/ FROM FINANCING ACTIVITIES	(8,696)	94,394
NET (DECREASE) /INCREASE IN CASH AND CASH EQUIVALENTS	115,995	(98,620)
Cash and cash equivalents brought forward.....	96,924	195,544
CASH AND CASH EQUIVALENTS CARRIED FORWARD BEFORE THE ADJUSTMENT FOR HELD FOR SALE ASSETS	212,919	96,924
Cash and cash equivalents classified as asset held for sale..	(4,173)	-
CASH AND CASH EQUIVALENTS CARRIED FORWARD	208,746	96,924

DOCUMENTS INCORPORATED BY REFERENCE

The documents set out below shall be deemed to be incorporated in, and to form part of, this Base Prospectus **provided however that** any statement contained in any document incorporated by reference in, and forming part of, this Base Prospectus shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained herein modifies or supersedes such statement. Such documents have been filed with the CBI and physical copies will be made available, free of charge, during usual business hours at the specified offices of the Issuing and Paying Agent.

- (a) the audited consolidated financial statements of the Guarantor as at and for the year ended 31 December 2019, which have been prepared in accordance with IFRS, together with the auditor's report which are contained on the following pages of the Guarantor's 2019 consolidated financial statements and available at https://nepirockcastle.com/wp-content/uploads/2020/02/Financial_Statements_2019.pdf)

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- (b) the audited consolidated financial statements of the Guarantor as at and for the year ended 31 December 2018, which have been prepared in accordance with IFRS, together with the auditor's report which are contained on the following pages of the Guarantor's 2018 annual report and available at <https://nepirockcastle.com/wp-content/uploads/2019/03/NEPI-Rockcastle-Annual-Report-2018.pdf>)

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- (c) the audited consolidated financial statements of NE Property B.V. as at and for the year ended 31 December 2019 which have been prepared in accordance with IFRS, together with the auditor's report in respect thereof (the "**Issuer's 2019 Consolidated Annual Financial Statements**") which are contained on the following pages of the Issuer's 2019 consolidated financial statements and available at <https://nepirockcastle.com/pdf/corporate-reports/NEBV-2019-financial-statements-audited-signed.pdf>)

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- (d) the audited consolidated financial statements of NE Property B.V. as at and for the year ended 31 December 2018, which have been prepared in accordance with IFRS, together with the auditor's report in respect thereof (together with the Issuer's 2019 Consolidated Annual Financial Statements, the "**Issuer Financial Statements**") which are contained on the following pages of the Issuer's 2018 annual report and available at https://nepirockcastle.com/pdf/corporate-reports/nebv_audited_signed_FS_2018.pdf)

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- (e) The terms and conditions as referred to on pages 52 up to and including 77 of the base prospectus of the Issuer (at that date called NE Property Cooperatief U.A.) relating to the Programme, dated 15 November 2017 and available at <https://nepirockcastle.com/wp-content/uploads/2018/01/emtn-base-prospectus-dec-2017.pdf> (the "**2017 Conditions**").

Other than in relation to the documents which are deemed to be incorporated by reference in this Base Prospectus, the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus. The information on the websites to which this Base Prospectus refers has not been scrutinised or approved by the CBI.

Where only certain parts of a document are incorporated by reference, the non-incorporated parts of the document are either not relevant to investors or are covered elsewhere in this Base Prospectus.

Any documents which are themselves incorporated by reference in the information incorporated by reference in this Base Prospectus will not form part of this Base Prospectus.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions that, subject to completion in accordance with the provisions of the applicable Final Terms (as defined below) and, in the case of Exempt Notes (as defined below) only, as replaced, modified and/or varied in accordance with the provisions of the applicable Pricing Supplement (as defined below), shall be applicable to the Notes in definitive form (if any) issued in exchange for the Global Note(s), representing each Series. The final terms for this Note are set out in the applicable Final Terms or Pricing Supplement attached to or endorsed on this Note (or on the Certificate relating to this Note in the case of a Registered Note) which completes these terms and conditions (the "Conditions") and, in the case of an Exempt Note only, the applicable Pricing Supplement which may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Conditions, replace, modify and/or vary these Conditions for the purposes of this Note. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the applicable Final Terms or Pricing Supplement. Those definitions will be endorsed on the definitive Notes or Certificates, as the case may be. References in these Conditions to "Notes" are to, unless the context otherwise requires, the Notes of one Series only, not to all Notes that may be issued under the Programme.

The Notes are constituted by a Trust Deed (as amended or supplemented as at the date of issue of the Notes (the "**Issue Date**"), the "**Trust Deed**") dated 15 November 2017 between NE Property B.V. (the "**Issuer**"), NEPI Rockcastle plc (the "**Guarantor**"), and BNY Mellon Corporate Trustee Services Limited (the "**Trustee**", which expression shall include all persons for the time being the trustee or trustees under the Trust Deed) as trustee for the Noteholders (as defined below). These terms and conditions (the "**Conditions**") include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Bearer Notes, Certificates, Coupons and Talons referred to below. An Agency Agreement (as amended or supplemented as at the Issue Date, the "**Agency Agreement**") dated 15 November 2017 has been entered into in relation to the Notes between the Issuer, the Guarantor, the Trustee, The Bank of New York Mellon, London Branch as initial issuing and paying agent and the other agents named in it. The issuing and paying agent, the other paying agents, the registrar, the transfer agents and the calculation agent(s) for the time being (if any) are referred to below respectively as the "**Issuing and Paying Agent**", the "**Paying Agents**" (which expression shall include the Issuing and Paying Agent), the "**Registrar**", the "**Transfer Agents**" (which expression shall include the Registrar) and the "**Calculation Agent(s)**". Copies of the Trust Deed and the Agency Agreement are available for inspection during usual business hours at the principal office of the Trustee (presently at One Canada Square, London E14 5AL, United Kingdom) and at the specified offices of the Paying Agents and the Transfer Agents.

The applicable Pricing Supplement in relation to any Tranche of Notes for which no prospectus is required to be published under Regulation (EU) 2017/1129 ("**Exempt Notes**") may specify terms and conditions other than those set out herein which shall, to the extent so specified or to the extent inconsistent with these Conditions, replace, modify and/or vary these Conditions for the purpose of such Notes. For the avoidance of doubt, the Final Terms in relation to each Tranche of Notes (which are not Exempt Notes) shall not modify or replace these Conditions set out herein.

References herein to the "applicable Final Terms" are to Part A of the final terms (the "**Final Terms**") (or, in the case of Exempt Notes, Part A of the pricing supplement (the "**Pricing Supplement**")) attached hereto or endorsed hereon and expressions defined or used in the applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement) shall have the same meanings in these Conditions, unless the context otherwise requires or unless otherwise stated.

The Noteholders and the holders of the interest coupons (the "**Coupons**") relating to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the "**Talons**") (the "**Couponholders**") are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and are deemed to have notice of those provisions applicable to them of the Agency Agreement.

As used in these Conditions, "**Tranche**" means Notes which are identical in all respects.

1. **Form, Denomination and Title**

The Notes are issued in bearer form ("**Bearer Notes**") or in registered form ("**Registered Notes**") in each case in the Specified Denomination(s) shown hereon.

This Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note or a combination of any of the foregoing or any other kind of Note, depending upon the Interest and Redemption/Payment Basis shown hereon.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable.

Registered Notes are represented by registered certificates ("**Certificates**") and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Notes by the same holder.

Title to the Bearer Notes and the Coupons and Talons shall pass by delivery. Title to the Registered Notes shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the "**Register**"). Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

In these Conditions, "**Noteholder**" means the bearer of any Bearer Note or the person in whose name a Registered Note is registered (as the case may be), "**holder**" (in relation to a Note, Coupon or Talon) means the bearer of any Bearer Note, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be) and capitalised terms have the meanings given to them hereon, the absence of any such meaning indicating that such term is not applicable to the Notes.

2. **No Exchange of Notes and Transfers of Registered Notes**

- (a) **No Exchange of Notes:** Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination. Bearer Notes may not be exchanged for Registered Notes.
- (b) **Transfer of Registered Notes:** One or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate, (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor provided, however, that part of a Registered Note may not be transferred unless the nominal amount of the part transferred, and the nominal amount of the balance not transferred, are Specified Denominations. All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning transfers of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Trustee. A copy of the current regulations will be made available by the Registrar to any Noteholder upon request.
- (c) **Exercise of Options or Partial Redemption in Respect of Registered Notes:** In the case of an exercise of the Issuer's or Noteholders' options in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

- (d) **Delivery of New Certificates:** Each new Certificate to be issued pursuant to Conditions 2(b) or (c) shall be available for delivery within three business days of receipt of the form of transfer or Exercise Notice (as defined in Condition 7(f)) and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such form of transfer, Exercise Notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer, Exercise Notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Transfer Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), "**business day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).
- (e) **Transfers Free of Charge:** Transfers of Notes and Certificates on registration, transfer, exercise of an option or partial redemption shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).
- (f) **Closed Periods:** No Noteholder may require the transfer of a Registered Note to be registered (i) during the period of 15 days prior to any date on which Notes may be redeemed by the Issuer at its option pursuant to Condition 7(e), (ii) after any such Note has been called for redemption or (iii) during the period of seven days ending on (and including) any Record Date.

3. **Status and Guarantee**

- (a) **Status of the Notes:** The Notes and the Coupons constitute direct, general and unconditional obligations of the Issuer which will at all times rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured obligations of the Issuer, save for such obligations which may be preferred by provisions of law that are both mandatory and of general application (and subject to Condition 4).
- (b) **Guarantee of the Notes:** The Guarantor has in the Trust Deed unconditionally and irrevocably guaranteed the due and punctual payment of all sums from time to time payable by the Issuer under the Trust Deed, the Notes and the Coupons. The guarantee (the "**Guarantee of the Notes and the Coupons**") constitutes direct, general and unconditional obligations of the Guarantor which will at all times rank at least *pari passu* with all other present and future unsecured obligations of the Guarantor, save for such obligations as may be preferred by provisions of law that are both mandatory and of general application (and subject to Condition 4).

4. **Negative Pledge**

So long as any Note or Coupon remains outstanding (as defined in the Trust Deed), none of the Issuer or the Guarantor shall and each of the Issuer and the Guarantor shall procure that none of its Subsidiaries will, create or permit to subsist any Security Interest upon the whole or any part of its present or future undertaking, assets or revenues (including uncalled capital) to secure: (a) any Relevant Indebtedness of the Issuer or the Guarantor or a Subsidiary of the Issuer or the Guarantor; (b) or any guarantee (as defined below) given by the Issuer or the Guarantor or a Subsidiary of the Issuer or the Guarantor in respect of Relevant Indebtedness without (i) at the same time or prior thereto securing the Notes and the Coupons and all amounts payable by it under the Guarantee of the Notes and the Coupons equally and rateably therewith to the satisfaction of the Trustee or (ii) providing such other security for the Notes and the Coupons as the Trustee may in its absolute discretion consider to be not materially less beneficial to the interests of the Noteholders or as may be approved by an Extraordinary Resolution (as defined in the Trust Deed) of Noteholders.

In these Conditions:

"**Calculation Amount**" means the amount so specified in the relevant Final Terms;

"Group" means NEPI Rockcastle plc as Guarantor and its Subsidiaries (including the Issuer) taken as a whole;

"guarantee" means, in relation to any Relevant Indebtedness of any Person, any obligation of another Person to pay such Relevant Indebtedness including (without limitation):

- (a) any obligation to purchase such Relevant Indebtedness;
- (b) any obligation to lend money, to purchase or subscribe shares or other securities or to purchase assets or services for the express purpose of providing funds for the payment of such Relevant Indebtedness;
- (c) any indemnity against the consequences of a default in the payment of such Relevant Indebtedness; and
- (d) any other agreement to be responsible for such Relevant Indebtedness;

"IAS 34" means the International Accounting Standard 34, Interim Financial Reporting issued by the International Accounting Standards Board, as amended, supplemented, or re-issued from time to time;

"IFRS" means International Financial Reporting Standards, including International Accounting Standards and Interpretations, issued by the International Accounting Standards Board (as amended, supplemented or re-issued from time to time);

"Indebtedness" means, with respect to any Person at any date of determination (without duplication) any debt of such Person, including:

- (a) all indebtedness of such Person for borrowed money in whatever form;
- (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;
- (c) all obligations of such Person in respect of letters of credit or other similar instruments (including reimbursement obligations with respect thereto, except to the extent any such reimbursement obligations relate to trade payables);
- (d) all obligations of such Person to pay the deferred and unpaid purchase price of property, assets or services which purchase price is due more than 90 days after the earlier of the date of placing such property in service or taking delivery and title thereof or the completion of such services excluding:
 - (i) any trade payables or other liability to trade creditors; and
 - (ii) any post-closing payment adjustments in connection with the purchase by the Issuer or the Guarantor or any Subsidiary of the Issuer or the Guarantor of any business to which the seller may become entitled, to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing and **provided that** (x) the amount of any such payment is not determinable at the time of closing and, (y) to the extent such payment thereafter becomes fixed and determined, the amount is paid within 90 days thereafter;
- (e) all capitalised lease obligations of such Person, to the extent treated as indebtedness in the financial statements of such Person under IFRS;
- (f) all obligations of the type referred to in paragraphs (a) to (e) of other Persons guaranteed by such Person to the extent such obligation is guaranteed by such Person; and
- (g) any obligations of the type referred to in paragraphs (a) to (f), where a Security Interest has been granted over any asset of such Person (including where the underlying obligation has been assumed by a third party).

For the purpose of determining the euro-equivalent of Indebtedness denominated in a foreign currency, the euro-equivalent principal amount of such Indebtedness pursuant thereto shall be calculated based on the relevant official central bank currency exchange rate in effect on the date of determination thereof.

The amount of Indebtedness of any Person at any date shall be the outstanding balance at such date of all unconditional obligations as described above **provided that** (i) with respect to contingent obligations as described above, the amount of Indebtedness will be the value of the contingency, if any, giving rise to the obligation as reported in that Person's financial statements and (ii) in the case of Indebtedness sold at a discount, the amount of such Indebtedness at any time will be the accreted value thereof at such time;

"Person" means any individual, company, corporation, firm, partnership, joint venture, association, organisation, state or agency of a state or other entity, whether or not having separate legal personality;

"Relevant Indebtedness" means any Indebtedness which is in the form of or represented by any bond, note, debenture, debenture stock, loan stock, certificate or other instrument which is, for the time being, or is ordinarily capable of being, listed, quoted or traded on any stock exchange or in any securities market (including, without limitation, any over-the-counter market);

"Security Interest" means any mortgage, charge, pledge, lien or other security interest including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction; and

"Subsidiary" means, in relation to any Person (the **"first Person"**) at any particular time, any other Person (the **"second Person"**):

- (a) whose affairs and policies the first Person controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second Person or otherwise; or
- (b) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first Person.

5. **Financial Covenants**

5.1 So long as any Note or Coupon remains outstanding (as defined in the Trust Deed):

- (a) the Guarantor undertakes that in relation to the Group taken as a whole, the Solvency Ratio shall not exceed 0.60;
- (b) the Guarantor undertakes that in relation to the Group taken as a whole, the Consolidated Coverage Ratio will be at least 2:1; and
- (c) the Guarantor undertakes that, as at any Measurement Date, the Group will own Unencumbered Consolidated Total Assets equal to 150 per cent. or more of the aggregate outstanding principal amount of Unsecured Consolidated Total Indebtedness.

The Guarantor shall engage external independent international valuation companies and real estate consultants, having an appropriately recognised professional qualification and recent experience in the respective locations and categories of real estate assets being valued, to value at least 90 per cent. (by market valuation) of the Group's standing investments and land at least once per calendar year.

The Guarantor will promptly notify the Trustee in accordance with the Trust Deed in the event that any of the ratios or levels in this Condition 5.1(a) to (c) are breached at any time.

For so long as any Note or Coupon remains outstanding, the Guarantor will deliver a certificate to the Trustee on each Reporting Date signed by two duly authorised signatories of the Guarantor, certifying that the Guarantor is and has been in compliance with the covenants set out in this Condition 5 at all times during the relevant period. Such certificate may be relied on without liability by the Trustee without further enquiry or evidence and, if relied upon by the Trustee, shall, in the absence of manifest error, be conclusive and binding on all parties.

In these Conditions:

"Adjusted EBITDA" means the consolidated profit/(loss) of the Group before taxes, depreciation, amortisation and impairments, non-controlling interest and share of profit/(loss) of joint ventures, excluding any fair value differences, the net result on sale of financial investments, financial expenses, share-based payment expenses, acquisition fees, net result on acquisitions and disposals and any other

exceptional or non-recurring item, as determined by reference to the most recent consolidated statement of comprehensive income of the audited annual or unaudited semi-annual condensed (as the case may be) financial statements of the Group, prepared in accordance with IFRS and law applicable to the Guarantor or IAS 34, as applicable;

"Consolidated Coverage Ratio" means, in respect of any Measurement Date, (i) the aggregate amount of Adjusted EBITDA for the period of the most recent two consecutive semi-annual periods ending on such Measurement Date divided by (ii) the Consolidated Interest Expense for such two semi-annual periods;

"Consolidated Interest Expense" means, for any period, all charges, interest, commission, fees, discounts, premiums and other finance costs in respect of Indebtedness incurred by the Group as shown in the most recent consolidated statement of comprehensive income of the audited annual or unaudited semi-annual condensed (as the case may be) financial statements of the Group, prepared in accordance with IFRS and law applicable to the Guarantor or IAS 34, as applicable;

"Consolidated Total Assets" means the total assets (excluding intangible assets) of the Group as shown in the most recent consolidated statement of financial position of the audited annual or unaudited semi-annual condensed (as the case may be) financial statements of the Group, prepared in accordance with IFRS and law applicable to the Guarantor or IAS 34, as applicable;

"Consolidated Total Indebtedness" means the total Indebtedness of the Group (excluding deferred tax liabilities) as determined by reference to the most recent consolidated statement of financial position of the audited annual or unaudited semi-annual condensed (as the case maybe) financial statements of the Group, prepared in accordance with IFRS and law applicable to the Guarantor or IAS 34, as applicable;

"Measurement Date" means each day which is (i) the last day of the Group's financial year in any year (the **"Annual Measurement Date"**) or (ii) the last day of the first half of the Group's financial year in any year (the **"Semi-Annual Measurement Date"**);

"Reporting Date" means a date falling no later than 30 days after (i) the publication of the Group's audited annual consolidated financial statements, prepared in accordance with IFRS, with respect to an Annual Measurement Date, or (ii) the publication of the Group's unaudited condensed semi-annual consolidated financial statements, prepared in accordance with IAS 34, with respect to a Semi-Annual Measurement Date;

"Solvency Ratio" means, in relation to the Group and in respect of any Measurement Date, the Consolidated Total Indebtedness divided by Consolidated Total Assets;

"Unencumbered Consolidated Total Assets" means such amount of the Consolidated Total Assets not pledged as Security Interest for Indebtedness; and

"Unsecured Consolidated Total Indebtedness" means such amount of Consolidated Total Indebtedness in respect of which the Group or a Subsidiary of the Group has not granted a Security Interest over its property or assets.

5.2 *Consolidated financial statements*

So long as any Note or Coupon remains outstanding (as defined in the Trust Deed), the Guarantor shall deliver to the Trustee:

- (a) not later than six months after the end of the Guarantor's financial year, copies or the electronic versions of the audited consolidated financial statements of the Group for such financial year, prepared in accordance with IFRS and law applicable to the Guarantor, consistently applied, and accompanied by the report of the independent auditors thereon;
- (b) not later than 120 days after the end of the semi-annual period, copies or the electronic versions of the unaudited condensed consolidated financial statements of the Group for such semi-annual period, prepared in accordance with IAS 34 consistently applied; and
- (c) in the case of every other item referred to below, not later than 20 days after their initial distribution to any of the persons referred to below, three copies in English of every statement of

financial position, statement of income and, to the extent permitted by applicable law, every report or other notice, statement or circular issued, or which legally should be issued, to the members or holders of securities (generally) of the Guarantor or any holding company thereof generally in their capacity as such.

6. **Interest and other Calculations**

(a) ***Interest on Fixed Rate Notes:*** Each Fixed Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 6(f).

(b) ***Interest on Floating Rate Notes:***

(i) ***Interest Payment Dates:*** Each Floating Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 6(f). Such Interest Payment Date(s) is/are either shown hereon as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown hereon, Interest Payment Date shall mean each date which falls the number of months or other period shown hereon as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

(ii) ***Business Day Convention:*** If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(iii) ***Rate of Interest:*** The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified hereon and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified hereon.

(A) ***ISDA Determination***

Where ISDA Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this sub-paragraph (A), "**ISDA Rate**" for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(x) the Floating Rate Option is as specified hereon

(y) the Designated Maturity is a period specified hereon and

(z) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified hereon.

For the purposes of this sub-paragraph (A), "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**", "**Designated Maturity**", "**Reset Date**" and "**Swap Transaction**" have the meanings given to those terms in the ISDA Definitions.

(B) *Screen Rate Determination*

(x) Where Screen Rate Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:

(1) the offered quotation; or

(2) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at either 11.00 a.m. (London time in the case of LIBOR, Brussels time in the case of EURIBOR or Bucharest time in the case of ROBOR) on the Interest Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

(y) if the Relevant Screen Page is not available or if, sub-paragraph (x)(1) applies and no such offered quotation appears on the Relevant Screen Page or if sub-paragraph (x)(2) above applies and fewer than three such offered quotations appear on the Relevant Screen Page in each case as at the time specified above, subject as provided below, the Calculation Agent shall request, if the Reference Rate is LIBOR, the principal London office of each of the Reference Banks or, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks or, if the Reference Rate is ROBOR, the principal Bucharest office of each of the Reference Banks, to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time), or if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time), or if the Reference Rate is ROBOR, at approximately 11.00 a.m. (Bucharest time), on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Accrual Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and

(z) if paragraph (y) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) or, if the Reference Rate is ROBOR, at approximately 11.00 a.m. (Bucharest time), on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by

leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market or, if the Reference Rate is ROBOR, the Bucharest inter-bank market, as the case may be, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, if the Reference Rate is LIBOR, at approximately 11.00 a.m. (London time) or, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) or, if the Reference Rate is ROBOR, at approximately 11.00 a.m. (Bucharest time), on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer (acting in good faith) suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is LIBOR, the London inter-bank market or, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market or, if the Reference Rate is ROBOR, the Bucharest inter-bank market, as the case may be, **provided that**, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

(C) *Linear Interpolation*

Where Linear Interpolation is specified hereon as applicable in respect of an Interest Accrual Period, the Rate of Interest for such Interest Accrual Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified hereon as applicable) or the relevant Floating Rate Option (where ISDA Determination is specified hereon as applicable), one of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Accrual Period and the other of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Accrual Period **provided however that** if there is no rate available for the period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as the Issuer shall determine as appropriate for such purposes.

"**Applicable Maturity**" means: (a) in relation to Screen Rate Determination, the period of time designated in the Reference Rate, and (b) in relation to ISDA Determination, the Designated Maturity.

- (c) **Zero Coupon Notes:** Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 7(b)(i)).
- (d) **Accrual of Interest:** Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest

shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 6 to the Relevant Date (as defined in Condition 9).

(e) ***Adjustment of Rate of Interest:***

- (i) If Step Up Rating Adjustment is specified as being applicable in the applicable Final Terms and, prior to an Interest Payment Date, a Rate of Interest Step Up Trigger occurs, then each Note shall bear interest on its outstanding principal amount at the rate per annum equal to the Rate of Interest plus the Step Up Rate specified in the applicable Final Terms, as further described in paragraph (iii) below. Following any Rate of Interest Step Up Trigger or a Rating Agency Rate of Interest Step Up Trigger as described in paragraph (ii) below, if any rating that is given by any Rating Agency for the Notes is at or above Investment Grade (a "**Rate of Interest Step Down Trigger**") then each Note shall bear interest on its outstanding principal amount at the rate per annum (expressed as a percentage) equal to the Rate of Interest only and in accordance with Condition 6(d) (*Accrual of Interest*), as further described in paragraph (iii) below.
- (ii) The Issuer shall procure that the Notes shall at all times be assigned a rating by at least one Rating Agency from the Issue Date of the Notes and for so long as any Notes are outstanding. If, prior to an Interest Payment Date, the Issuer fails so to procure (a "**Rating Agency Rate of Interest Step Up Trigger**"), then each Note shall bear interest on its outstanding principal amount at the rate per annum equal to the Rate of Interest plus the Step Up Rate.
- (iii) Any adjustment to the rate of interest under the Notes under this Condition 6(e) shall take effect and accrue in accordance with Condition 6(d) (*Accrual of interest*) from the Interest Payment Date immediately following the Rate of Interest Step Up Trigger, the Rate of Interest Step Down Trigger or the Rating Agency Rate of Interest Step Up Trigger, as the case may be, and shall be applied from such Interest Payment Date. The Issuer will notify Noteholders and the Trustee upon any change in the rate of interest under the Notes upon a Rate of Interest Step Up Trigger, a Rate of Interest Step Down Trigger or a Rating Agency Rate of Interest Step Up Trigger in accordance with Condition 17 (*Notices*) and the Trust Deed respectively and as required by any applicable rules of any stock exchange on which the Notes are then listed as soon as reasonably practicable after such change becomes effective.
- (iv) If the rating designations employed by any Rating Agency are changed from those which are described in this Condition 6(e), the Issuer shall determine the rating designations of the relevant Rating Agency that are most nearly equivalent to the prior rating designations of the relevant Rating Agency and, accordingly, the resulting Rate of Interest Step Up Trigger, the Rate of Interest Step Down Trigger and the Rate of Interest which would apply to the Notes. The Issuer will notify the Noteholders and the Trustee upon any such change of rating designations of such change.
- (v) There shall be no limit on the number of times that the rate of interest under the Notes may be adjusted during the term of the Notes.

"**Investment Grade**" shall mean "BBB-" in the case of Fitch Ratings Ltd. ("**Fitch**") and "BBB-" in the case of S&P Global Ratings Europe Limited ("**S&P**") and the most nearly equivalent of BBB- in the case of any other internationally recognised rating agency.

"**Rate of Interest Step Up Trigger**" means the first public announcement by any one Rating Agency that the rating given by such Rating Agency for the Notes is below Investment Grade.

"**Rating Agency**" shall mean Fitch, S&P or any of their respective successors or any other internationally recognised rating agency substituted for any of them by the Issuer from time to time.

"**Step Up Rate**" means the rate per annum specified in the applicable Final Terms.

(f) ***Margin, Maximum/Minimum Rates of Interest, Redemption Amounts and Rounding:***

- (i) If any Margin is specified hereon (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with Condition 6(b) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph.
 - (ii) If any Maximum or Minimum Rate of Interest or Redemption Amount is specified hereon, then any Rate of Interest or Redemption Amount shall be subject to such maximum or minimum, as the case may be.
 - (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 of a percentage point being rounded up), (y) all figures shall be rounded to seven significant figures (**provided that** if the eighth significant figure is a 5 or greater, the seventh significant shall be rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with half a unit being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes "**unit**" means the lowest amount of such currency that is available as legal tender in the countries of such currency.
- (g) **Calculations:** The amount of interest payable per Calculation Amount in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount specified hereon, and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Accrual Period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.
- (h) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts and Optional Redemption Amounts:** The Calculation Agent shall, as soon as practicable on each Interest Determination Date, or such other time on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount to be notified to the Trustee, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 6(b)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 12, the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or

calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

- (i) **Definitions:** In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

"Business Day" means:

- (i) in the case of a currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency and/or
- (ii) in the case of euro, a day on which the TARGET System is operating (a **"TARGET Business Day"**) and/or
- (iii) in the case of a currency and/or one or more Business Centres a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres.

"Day Count Fraction" means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period or an Interest Accrual Period, the **"Calculation Period"**):

- (i) if **"Actual/Actual"** or **"Actual/Actual - ISDA"** is specified hereon, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365)
- (ii) if **"Actual/365 (Fixed)"** is specified hereon, the actual number of days in the Calculation Period divided by 365
- (iii) if **"Actual/365 (Sterling)"** is specified hereon, the actual number of days in the Calculation Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366
- (iv) if **"Actual/360"** is specified hereon, the actual number of days in the Calculation Period divided by 360
- (v) if **"30/360"**, **"360/360"** or **"Bond Basis"** is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y₁" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D₁" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30

- (vi) if "**30E/360**" or "**Eurobond Basis**" is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y₁" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D₁" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D₂ will be 30

- (vii) if "**30E/360 (ISDA)**" is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y₁" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y₂" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M₁" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M₂" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D₁" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D₂ will be 30

- (viii) if "**Actual/Actual-ICMA**" is specified hereon,
- (a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
 - (b) if the Calculation Period is longer than one Determination Period, the sum of:
 - (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
 - (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year

where:

"Determination Period" means the period from and including a Determination Date in any year to but excluding the next Determination Date and

"Determination Date" means the date(s) specified as such hereon or, if none is so specified, the Interest Payment Date(s)

"Euro-zone" means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended.

"Interest Accrual Period" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

"Interest Amount" means:

- (i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes, and unless otherwise specified hereon, shall mean the Fixed Coupon Amount or Broken Amount specified hereon as being payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part; and
- (ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period.

"Interest Commencement Date" means the Issue Date or such other date as may be specified hereon.

"Interest Determination Date" means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such hereon or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (ii) the day falling two Business Days in London for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor euro or (iii) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro.

"Interest Period" means the period beginning on and including the Interest Commencement Date and ending on but excluding the first Interest Payment Date and each successive period beginning on and including an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date unless otherwise specified hereon.

"Interest Period Date" means each Interest Payment Date unless otherwise specified hereon.

"ISDA Definitions" means the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., unless otherwise specified hereon.

"Rate of Interest" means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions hereon.

"Reference Banks" means, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market and, in the case of a determination of ROBOR, the principal Bucharest office of four major banks in the Bucharest inter-bank market, in each case selected by the Issuer.

"Reference Rate" means the rate specified as such hereon.

"Relevant Screen Page" means such page, section, caption, column or other part of a particular information service as may be specified hereon (or any successor or replacement page, section, caption, column or other part of a particular information service).

"Specified Currency" means the currency specified as such hereon or, if none is specified, the currency in which the Notes are denominated.

"TARGET System" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007 or any successor thereto.

- (j) **Calculation Agent:** The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them hereon and for so long as any Note is outstanding (as defined in the Trust Deed). Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or financial institution engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

7. **Redemption, Purchase and Options**

- (a) **Final Redemption:** Unless previously redeemed, purchased and cancelled as provided below, each Note shall be finally redeemed on the Maturity Date specified hereon at its Final Redemption Amount (which, unless otherwise provided hereon, is its nominal amount).
- (b) **Early Redemption:**
- (i) *Zero Coupon Notes:*
- (A) The Early Redemption Amount payable in respect of any Zero Coupon Note upon redemption of such Note pursuant to Condition 7(c), Condition 7(e) or Condition 7(f) or upon it becoming due and payable as provided in Condition 12 shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified hereon.
- (B) Subject to the provisions of sub-paragraph (C) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown hereon,

shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.

- (C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 7(c), Condition 7(e) or Condition 7(f) or upon it becoming due and payable as provided in Condition 12 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 6(c).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown hereon.

- (ii) *Other Notes:* The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 7(c), Condition 7(e) or Condition 7(f) or upon it becoming due and payable as provided in Condition 12, shall be the Final Redemption Amount unless otherwise specified hereon.
- (c) **Redemption for Taxation Reasons:** The Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date (if this Note is a Floating Rate Note) or at any time (if this Note is not a Floating Rate Note), on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable) at their Early Redemption Amount (as described in Condition 7(b) above) (together with interest accrued to the date fixed for redemption), if immediately before giving such notice, the Issuer or the Guarantor satisfies the Trustee that:
 - (i) as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (for the avoidance of doubt, other than the entry into force of the Dutch Withholding Tax Act 2021 (*Wet Bronbelasting 2021*) on 1 January 2021 as published in the Official Gazette (*Staatsblad*) Stb. 2019, 513 of 27 December 2019), or any change in the application or official interpretation of such laws or regulations (including a holding by a court of competent jurisdiction), which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes either (a) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 9 or (b) the Guarantor would be unable for reasons outside its control to procure payment by the Issuer and in making payment itself would be required to pay such additional amounts; and
 - (ii) such obligation cannot be avoided by the Issuer or, as the case may be, the Guarantor taking reasonable measures available to it;

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer (or the Guarantor, as the case may be) would be obliged to pay such additional amounts were a payment in respect of the Notes (or the Guarantee, as the case may be) then due.

Prior to the publication of any notice of redemption pursuant to this Condition 7(c), the Issuer shall deliver to the Trustee:

- (A) a certificate signed by two authorised signatories of the Issuer or, as the case may be, the Guarantor stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred; and

- (B) an opinion in form and substance satisfactory to the Trustee of independent legal advisers of recognised standing to the effect that the Issuer or, as the case may be, the Guarantor has or will become obliged to pay such additional amounts as a result of such change or amendment.

The Trustee shall be entitled to accept and without liability rely on such certificate and opinion as sufficient evidence of the satisfaction of the circumstances set out in (i) and (ii) above, in which event they shall be conclusive and binding on the Noteholders.

Upon the expiry of any such notice as is referred to in this Condition 7(c), the Issuer shall be bound to redeem the Notes in accordance with this Condition 7(c).

- (d) ***Make-whole call:*** If Make-Whole Call is specified hereon, the Notes will be redeemable, as a whole or in part, at the option of the Issuer, on at least 30 days', but not more than 60 days', prior notice (or such other notice period as may be specified hereon) to Noteholders given in accordance with Condition 17, at a redemption price equal to the greater of:

- (i) 100 per cent. of the nominal amount of the Notes to be redeemed; and
(ii) the Make-Whole Optional Redemption Price,

plus, in each case, accrued and unpaid interest on the Notes to, but excluding, the redemption date.

Notwithstanding the foregoing, amounts of interest on the Notes that are due and payable on Interest Payment Dates falling on or prior to the redemption date will be payable on such Interest Payment Date(s) to the Noteholders.

"Determination Agent" means an investment bank or financial institution of international standing selected by the Issuer;

"Make-Whole Optional Redemption Price" means the price, expressed as a percentage (rounded to three decimal places, 0.0005 being rounded upwards), at which the yield (as calculated by the Determination Agent) on the Notes to be redeemed, if they were to be purchased at such price on the third dealing day prior to the date fixed for redemption, would be equal to the yield on such dealing day of the Reference Bond, plus any applicable Make-Whole Margin specified hereon, on the basis of the average of four quotations of the average midmarket annual yield to maturity of the Reference Bond prevailing at the Make-Whole Time specified hereon on such dealing day as determined by the Determination Agent.

"Reference Bond" means, in relation to any Make-Whole Optional Redemption Price calculation, the Reference Bond specified hereon, or if such bond is no longer in issue, such other government bond as the Determination Agent may, with the advice of three brokers of, and/or market makers in, government bonds selected by the Determination Agent, determine to be appropriate for determining the Make-Whole Optional Redemption Price.

In the case of a partial redemption of Notes, Notes to be redeemed will be selected, in such place and in such manner as may be appropriate, subject to compliance with any applicable laws and stock exchange or other relevant authority requirements, not more than 30 days before the date fixed for redemption. Notice of any such selection will be given not less than 15 days before the date fixed for redemption. Each notice will specify the date fixed for redemption and the aggregate nominal amount of the Notes to be redeemed and (in the case of a partial redemption) the certificate numbers of the Bearer Notes, or in the case of Registered Notes shall specify the nominal amount of Registered Notes drawn and the holder(s) of such Registered Notes, and the aggregate nominal amount of the Notes which will be outstanding after the partial redemption.

- (e) ***Redemption at the Option of the Issuer:*** If Call Option is specified hereon, the Issuer may, on giving not less than 15 nor more than 30 days' irrevocable notice to the Noteholders (or such other notice period as may be specified hereon) redeem all or, if so provided, some of the Notes on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount specified hereon (which may be the Early Redemption Amount (as described in Condition 7(b) above)), together with interest accrued to the date fixed for

redemption. Any such redemption must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified hereon and no greater than the Maximum Redemption Amount to be redeemed specified hereon.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

In the case of a partial redemption the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes, or in the case of Registered Notes shall specify the nominal amount of Registered Notes drawn and the holder(s) of such Registered Notes, to be redeemed, which shall have been drawn in such place and in such manner as the Issuer deems appropriate, subject to compliance with any applicable laws and stock exchange or other relevant authority requirements.

- (f) ***Redemption at the Option of Noteholders:*** If Put Option is specified hereon, the Issuer shall, at the option of the holder of any such Note, upon the holder of such Note giving not less than 30 nor more than 60 days' notice to the Issuer (or such other notice period as may be specified hereon) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount specified hereon (which may be the Early Redemption Amount (as described in Condition 7(b) above)), together with interest accrued to the date fixed for redemption.

To exercise such option the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly completed option exercise notice ("**Exercise Notice**") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) within the notice period. No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

- (g) ***Redemption at the Option of Noteholders upon a Change of Control:*** If Change of Control is specified hereon and a Change of Control Put Event occurs, Noteholders will have the option (a "**Change of Control Put Option**") (unless prior to the giving of the relevant Change of Control Put Notice the Issuer has given notice of redemption under Condition 7(c), 7(d) or 7(e) above) to require the Issuer to redeem or, at the Issuer's option, purchase (or procure the purchase of) that Note on the Change of Control Put Date at the Change of Control Optional Redemption Price specified hereon together with interest accrued to (but excluding) the Change of Control Put Date.

A "**Change of Control Put Event**" will be deemed to occur if in the case of the Guarantor, any person or any persons acting in concert shall acquire a controlling interest in (A) more than 50 per cent. of the issued or allotted ordinary stated capital of the Guarantor or (B) shares in the stated capital of the Guarantor carrying more than 50 per cent., of the voting rights normally exercisable at a general meeting of the Guarantor or, in the case of the Issuer, the Guarantor ceases to hold directly or indirectly a 100 per cent. interest in the Issuer (each such event being, a "**Change of Control**").

Promptly upon but in any case no later than five Business Days after the Issuer or, as the case may be, the Guarantor becoming aware that a Change of Control Put Event has occurred the Issuer or, as the case may be, the Guarantor shall give notice (a "**Change of Control Put Notice**") to the Noteholders in accordance with Condition 17 specifying the nature of the Change of Control Put Event and the procedure for exercising the Change of Control Put Option.

To exercise the Change of Control Put Option, the holder of a Bearer Note must deliver such Note to the specified office of any Paying Agent at any time during normal business hours of such Paying Agent falling within the period (the "**Change of Control Put Period**") of 30 days after a Change of Control Put Notice is given, accompanied by a duly signed and completed notice of exercise in the form (for the time being current and which may, if this Note is held through Euroclear Bank SA/NV ("**Euroclear**") or Clearstream Banking S.A. ("**Clearstream, Luxembourg**"), be in any form acceptable to Euroclear and Clearstream, Luxembourg delivered in a manner acceptable to Euroclear and Clearstream, Luxembourg) obtainable from the specified

office of any Paying Agent (a "**Change of Control Put Exercise Notice**"). The Note should be delivered together with all Coupons appertaining thereto which mature after the date which is seven days after the expiration of the Change of Control Put Period (the "**Change of Control Put Date**"), failing which the Paying Agent will require payment from or on behalf of the Noteholder of an amount equal to the face value of any missing such Coupon. Any amount so paid will be reimbursed to the Noteholder against presentation and surrender of the relevant missing Coupon (or any replacement therefor issued pursuant to Condition 15) at any time after such payment, but before the expiry of the period of five years from the date on which such Coupon would have become due, but not thereafter. The Paying Agent to which such Note and Change of Control Put Exercise Notice are delivered will issue to the Noteholder concerned a non-transferable receipt in respect of the Note so delivered. Payment in respect of any Note so delivered will be made, if the holder duly specified a bank account in the Change of Control Put Exercise Notice to which payment is to be made, on the Change of Control Put Date by transfer to that bank account and, in every other case, on or after the Change of Control Put Date against presentation and surrender or (as the case may be) endorsement of such receipt at the specified office of any Paying Agent. A Change of Control Put Exercise Notice, once given, shall be irrevocable.

To exercise the Change of Control Put Option, the holder of a Registered Note must deposit the Certificate evidencing such Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly signed and completed Change of Control Put Exercise Notice obtainable from the Registrar or any Transfer Agent within the Change of Control Put Period. No Certificate so deposited and option so exercised may be withdrawn without the prior consent of the Issuer. Payment in respect of any Certificate so deposited will be made, if the holder duly specified a bank account in the Change of Control Put Exercise Notice to which payment is to be made, on the Change of Control Put Date by transfer to that bank account and, in every other case, by cheque drawn on a Bank (as defined in Condition 8(a)) and mailed to the holder (or to the first named of joint holders) of such Note at its address appearing in the Register.

The Issuer shall redeem or purchase (or procure the purchase of) the relevant Notes on the Change of Control Put Date unless previously redeemed (or purchased) and cancelled.

For the avoidance of doubt, the Issuer shall have no responsibility for any cost or loss of whatever kind which the Noteholder may incur as a result of or in connection with such Noteholder's exercise or purported exercise of, or otherwise in connection with, any Change of Control Put Option (whether as a result of any purchase or redemption arising therefrom or otherwise).

The Trustee shall be entitled to assume that no Change of Control Put Event has occurred until it has received from the Issuer or Guarantor written notice of the same, and shall incur no liability to any person for so doing.

- (h) **Clean-Up Call Option:** If Clean-Up Call Option is specified hereon and 80 per cent. or more in nominal amount of the Notes originally issued (which shall for this purpose include any further Notes issued pursuant to Condition 16) have been redeemed or purchased and cancelled, the Issuer may, on giving not less than 30 nor more than 60 days' notice to the Noteholders to the Noteholders in accordance with Condition 17, redeem or, at the Issuer's option, purchase (or procure the purchase of) on any Interest Payment Date (if this Note is a Floating Rate Note) or at any time (if this Note is not a Floating Rate Note), all but not some only of the Notes then outstanding at the Clean-Up Redemption Amount specified hereon together with interest accrued (if any) to (but excluding) the date fixed for redemption. The notice referred to in the preceding sentence shall be irrevocable and shall specify the date fixed for redemption.
- (i) **Purchases:** Each of the Issuer, the Guarantor and their respective Subsidiaries may at any time purchase Notes (**provided that** all unmatured Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price.
- (j) **Cancellation:** All Notes redeemed or purchased by or on behalf of the Issuer, the Guarantor or any of their Subsidiaries may be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Note together with all unmatured Coupons and all unexchanged Talons to the Issuing and Paying Agent and, in the case of Registered Notes, by surrendering the Certificate representing such Notes to the Registrar and, in each case, if so surrendered, shall,

together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer and the Guarantor in respect of any such Notes shall be discharged.

8. **Payments and Talons**

- (a) ***Bearer Notes:*** Payments of principal and interest in respect of Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Notes (in the case of all payments of principal and, in the case of interest, as specified in Condition 8(f)(v)) or Coupons (in the case of interest, save as specified in Condition 8(f)(ii)), as the case may be, at the specified office of any Paying Agent outside the United States by transfer to an account denominated in such currency with a Bank. "**Bank**" means a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to the TARGET System.
- (b) ***Registered Notes:***
 - (i) Payments of principal in respect of Registered Notes shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.
 - (ii) Interest on Registered Notes shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the "**Record Date**"). Payments of interest on each Registered Note shall be made in the relevant currency by cheque drawn on a Bank and mailed to the holder (or to the first named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date, such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a Bank.
- (c) ***Payments in the United States:*** Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.
- (d) ***Payments subject to Laws:*** All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment, but without prejudice to the provisions of Condition 9. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (e) ***Appointment of Agents:*** The Issuing and Paying Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent initially appointed by the Issuer and the Guarantor and their respective specified offices are listed below. The Issuing and Paying Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent act solely as agents of the Issuer and the Guarantor and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer and the Guarantor reserve the right at any time with the approval of the Trustee to vary or terminate the appointment of the Issuing and Paying Agent, any other Paying Agent, the Registrar, any Transfer Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents or Transfer Agents, **provided that** the Issuer shall at all times maintain (i) an Issuing and Paying Agent, (ii) a Registrar in relation to Registered Notes, (iii) a Transfer Agent in relation to Registered Notes, (iv) one or more Calculation Agent(s) where the Conditions so require, (v) Paying Agents having specified offices in at least two major European cities and (vi) such other agents as may be required by any other stock exchange on which the Notes may be listed in each case, as approved by the Trustee.

In addition, the Issuer and the Guarantor shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Notes denominated in U.S. dollars in the circumstances described in paragraph (c) above.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.

(f) ***Unmatured Coupons and unexchanged Talons:***

- (i) Upon the due date for redemption of Bearer Notes which comprise Fixed Rate Notes, such Notes should be surrendered for payment together with all unmaturing Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unmaturing Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmaturing Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount, Make-Whole Optional Redemption Price, Change of Control Optional Redemption Price or Clean-Up Redemption Amount as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 11).
- (ii) Upon the due date for redemption of any Bearer Note comprising a Floating Rate Note, unmaturing Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (iv) Where any Bearer Note that provides that the relative unmaturing Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmaturing Coupons, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
- (v) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate representing it, as the case may be. Interest accrued on a Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Note or Certificate representing it, as the case may be.

- (g) ***Talons:*** On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Issuing and Paying Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 11).

- (h) ***Non-Business Days:*** If any date for payment in respect of any Note or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, "**business day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as "**Financial Centres**" hereon and:

- (i) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency or

- (ii) (in the case of a payment in euro) which is a TARGET Business Day.

9. Taxation

All payments of principal and interest by or on behalf of the Issuer or the Guarantor in respect of the Notes and the Coupons shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In that event, the Issuer or, as the case may be, the Guarantor shall pay such additional amounts as shall result in receipt by the Noteholders and Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note or Coupon presented (or in respect of which the Certificate representing it is presented) for payment:

- (a) by or on behalf of a holder which is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of having some connection with the Tax Jurisdiction, by which such taxes, duties, assessments or charges have been imposed, levied, collected, withheld or assessed other than the mere holding of the Note or Coupon; or
- (b) more than 30 days after the Relevant Date except to the extent that the holder of such Note or Coupon would have been entitled to such additional amounts on presenting such Note or Coupon for payment on the last day of such period of 30 days assuming that day to have been a business day as (defined in Condition 8(h)).

Notwithstanding any other provision in these Conditions, the Issuer shall be permitted to withhold or deduct any amounts required by the rules of U.S. Internal Revenue Code Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the US Internal Revenue Service ("**FATCA withholding**"). The Issuer will have no obligation to pay additional amounts or otherwise indemnify any Noteholder or Couponholder for any FATCA withholding deducted or withheld by the Issuer, a Paying Agent or any other party as a result of any person (other than an agent of the Issuer) not being entitled to receive payments free of FATCA withholding.

As used in these Conditions:

"**principal**" shall be deemed to include any premium payable in respect of the Notes Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount, Make-Whole Optional Redemption Price, Change of Control Optional Redemption Price, Clean Up Redemption Amount, Amortised Face Amount and all other amounts in the nature of principal payable pursuant to Condition 7 or any amendment or supplement to it; "**interest**" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 6 or any amendment or supplement to it; and "**principal**" and/or "**interest**" shall be deemed to include any additional amounts that may be payable under this Condition or any undertaking given in addition to or in substitution for it under the Trust Deed;

"**Relevant Date**" in respect of any Note or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or relative Certificate) or Coupon being made in accordance with the Conditions, such payment will be made, **provided that** payment is in fact made upon such presentation; and

"**Tax Jurisdiction**" means the Isle of Man (in the case of payments by the Guarantor) and/or the Netherlands (in the case of payments by the Issuer) (or, in either case, any political subdivision or any authority thereof or therein having power to tax) or any other jurisdiction (or any political subdivision or any authority thereof or therein having power to tax) to which payments made by the Issuer or, as the case may be, the Guarantor of principal and interest on the Notes become generally subject.

10. **Reorganisation and Substitution**

The Trust Deed contains provisions under which a legal entity:

- (a) formed by any consolidation or merger of the Issuer with or into any other corporation or corporations (whether or not affiliated with the Issuer), or successive consolidations or mergers into which the Issuer or its successor or successors shall have been merged or consolidated; or
- (b) to which the Issuer has sold, conveyed or leased all or substantially all of the property of the Issuer (whether or not affiliated with the Issuer),

(any such legal entity, a "**Substituted Obligor**") may, without the consent of the Noteholders or Couponholders assume the obligations of the Issuer as principal debtor under the Trust Deed and the Notes **provided that**:

- (i) the Substituted Obligor takes direct or indirect ownership of at least 80 per cent. of Consolidated Total Assets and that the Substituted Obligor is a legal entity incorporated in a Member State of the European Economic Area, the United Kingdom or the Isle of Man;
- (ii) that (except where the Substituted Obligor is the Guarantor) the Guarantor unconditionally and irrevocably guarantees all amounts payable under these Conditions to the satisfaction of the Trustee; and
- (iii) certain conditions specified in the Trust Deed are fulfilled.

No Noteholder or Couponholder shall, in connection with any substitution, be entitled to claim any indemnification or payment in respect of any tax consequence thereof for such Noteholder or (as the case may be) Couponholder except to the extent provided for in Condition 9 (or any undertaking given in addition to or substitution for it pursuant to the provisions of the Trust Deed).

11. **Prescription**

Claims against the Issuer and/or the Guarantor for payment in respect of the Notes and Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of them.

12. **Events of Default**

If any of the following events occurs and is continuing then the Trustee at its discretion may and, if so requested in writing by holders of at least one quarter of the aggregate nominal amount of the outstanding Notes or if so directed by an Extraordinary Resolution, shall (subject, in each case of the happening of any of the events mentioned in paragraphs (b) (*Breach of other obligations*) below and, in relation only to a Material Subsidiary, paragraphs (c) (*Cross-default/Cross-acceleration of Issuer, Guarantor or Material Subsidiary*), (d) (*Enforcement Proceedings*), (e) (*Security Enforced*), (f) (*Insolvency*), (g) (*Winding-up*) or (l) (*Analogous Events*) to the Trustee having certified in writing that the happening of such event is in its opinion materially prejudicial to the interests of the Noteholders and, in all cases, to the Trustee having been indemnified and/or provided with security and/or prefunded to its satisfaction) give written notice to the Issuer declaring the Notes to be immediately due and payable, whereupon they shall become immediately due and payable at their Early Redemption Amount together (if applicable) with accrued interest without further action or formality:

- (a) **Non-payment**: the Issuer or, as the case may be, the Guarantor, fails to pay any amount of principal in respect of the Notes within seven days of the due date for payment thereof or fails to pay any amount of interest in respect of the Notes within 14 days of the due date for payment thereof; or
- (b) **Breach of other obligations**: the Issuer or the Guarantor defaults in the performance or observance of any of its other obligations under or in respect of the Notes or the Trust Deed and such default (i) is, in the opinion of the Trustee, incapable of remedy or (ii) is a default which is,

in the opinion of the Trustee, capable of remedy and remains unremedied for 30 days after the Trustee has given written notice thereof to the Issuer and the Guarantor; or

- (c) **Cross-default/Cross-acceleration of Issuer, Guarantor or Material Subsidiary:** a default under any Indebtedness of the Issuer, the Guarantor or any Material Subsidiary, if that default (i) is caused by a failure to make any payment in respect of such Indebtedness and any originally applicable grace period has expired or (ii) results in the acceleration of such Indebtedness prior to its stated maturity; **provided that** the amount of Indebtedness referred to in sub-paragraph (i) and/or sub-paragraph (ii) above individually or in the aggregate exceeds EUR 40,000,000 (or its equivalent in any other currency or currencies); or
- (d) **Enforcement Proceedings:** a distress, attachment, execution or other legal process, the award or decision in respect of which, in each case, is final and not subject to further appeal, is levied, enforced or sued out on or against any part of the property, assets or revenues of the Issuer, the Guarantor or their respective Material Subsidiaries in an amount which exceeds 10 per cent. of the Consolidated Total Assets and is not discharged or stayed within 90 days; or
- (e) **Security Enforced:** any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer, the Guarantor or any of their respective Material Subsidiaries in respect of an amount which exceeds 15 per cent. of the Consolidated Total Assets becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, administrative receiver, administrator manager or other similar person); or
- (f) **Insolvency:** (i) the Issuer, the Guarantor or any of their respective Material Subsidiaries is insolvent or (ii) any of the Issuer, the Guarantor or any of their respective Material Subsidiaries is unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or a substantial part of (or of a particular type of) its debts, proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or a moratorium is agreed or declared or comes into effect in respect of or affecting all or any part of (or of a particular type of) the debts of the Issuer, the Guarantor or any of their respective Material Subsidiaries except for the purposes of and pursuant to a reconstruction, amalgamation, reorganisation, merger or consolidation (x) pursuant to Condition 10, (y) on terms approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders or (z) in the case of a Material Subsidiary, whereby the undertaking and assets of the Material Subsidiary are transferred to or otherwise vested in the Issuer, the Guarantor or another Material Subsidiary (or a Subsidiary of the Issuer or a Subsidiary of the Guarantor which, upon such transfer or vesting, will become a Material Subsidiary); or
- (g) **Winding-up:** (A) an administrator, liquidator, receiver or any other similar officer is appointed through an irrevocable resolution for the opening of insolvency proceedings; (B) an irrevocable resolution is passed for the winding-up or dissolution or administration of the Issuer, the Guarantor or any of their respective Material Subsidiaries; or (C) the Issuer, the Guarantor or any of their respective Material Subsidiaries shall apply or petition for a winding-up or administration order in respect of itself, in each of the cases (A), (B) or (C) above except for the purposes of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation (i) pursuant to Condition 10, (ii) on terms approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders or (iii) in the case of a Material Subsidiary, whereby the undertaking and assets of the Material Subsidiary are transferred to or otherwise vested in the Issuer, the Guarantor or another Material Subsidiary (or a Subsidiary of the Issuer or a Subsidiary of the Guarantor which, upon such transfer or vesting, will become a Material Subsidiary); or
- (h) **Guarantee not in force:** the Guarantee of the Notes and the Coupons is not (or is claimed by the Guarantor not to be) in full force and effect; or
- (i) **Nationalisation:** the assets of the Group in an amount which exceeds 15 per cent., of the Consolidated Total Assets of the Group are expropriated, seized or nationalised by any person; or

- (j) **Authorisation and Consents:** any action, condition or thing (including the obtaining or effecting of any necessary consent, approval, authorisation, exemption, filing, licence, order, recording or registration) at any time required to be taken, fulfilled or done in order to make the Notes, the Trust Deed and the Agency Agreement admissible in evidence in the courts of the jurisdictions of incorporation of the Issuer or (as the case may be) the Guarantor is not taken, fulfilled or done; or
- (k) **Illegality:** it is unlawful for the Issuer or the Guarantor to perform or comply with any one or more of its obligations under any of the Notes, the Trust Deed or the Agency Agreement; or
- (l) **Analogous Events:** any event occurs that under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in any of the foregoing paragraphs.

For the purposes of this Condition 12:

"**Gross Revenues**" is calculated as the sum of: contractual rental income, expense recoveries and other operating income; and

"**Material Subsidiary**" means any Subsidiary of the Guarantor whose total assets (excluding intangible assets) or Gross Revenues ((i) each as determined by reference to the relevant Subsidiary's most recent audited annual, or unaudited semi-annual (as the case may be) financial statements prepared in accordance with IFRS or IAS 34, as applicable, and (ii) excluding any intra-Group Indebtedness and related receivables eliminated in the consolidated financial statements of the Guarantor) exceed 7.5 per cent., of the Consolidated Total Assets or Gross Revenues of the Group, as the case may be (each as determined by reference to the Guarantor's most recent audited annual, or unaudited semi-annual (as the case may be) consolidated financial statements). The Guarantor will deliver on each Reporting Date a certificate addressed to the Trustee and signed by two authorised signatories confirming, in their opinion, which Subsidiaries of the Guarantor are Material Subsidiaries of the Guarantor as at each Measurement Date and such certificate may be relied on without liability by the Trustee without further enquiry or evidence and, if relied upon by the Trustee, shall, in the absence of manifest error, be conclusive and binding on all parties.

13. **Meetings of Noteholders, Modification and Waiver**

- (a) **Meetings of Noteholders:** The Trust Deed contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Trust Deed) of a modification of any of these Conditions or any provisions of the Trust Deed. Such a meeting may be convened by the Trustee (subject to its being indemnified and/or prefunded and/or secured to its satisfaction) upon request by Noteholders holding not less than one-tenth of the nominal amount of the Notes for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be one or more persons holding or representing more than half of the nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*, (i) to amend the dates of maturity or redemption of the Notes or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the nominal amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Notes, (iv) if a Minimum and/or a Maximum Rate of Interest or Redemption Amount is shown hereon, to reduce any such Minimum and/or Maximum, (v) to vary any method of, or basis for, calculating the Final Redemption Amount, the Early Redemption Amount, the Optional Redemption Amount, the Make-Whole Optional Redemption Price, the Change of Control Optional Redemption Price or the Clean-Up Redemption Amount including the method of calculating the Amortised Face Amount, (vi) to vary the currency or currencies of payment or denomination of the Notes, (vii) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, or (viii) to modify or cancel the Guarantee, in which case the necessary quorum shall be one or more persons holding or representing not less than three-quarters, or at any adjourned meeting not less than one-quarter of the nominal amount of the Notes for the time being outstanding. Any Extraordinary Resolution

duly passed shall be binding on Noteholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders.

The Trust Deed provides that a resolution in writing signed by or on behalf of the holders of not less than three-quarters of the nominal amount of the Notes outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

- (b) **Modification of the Trust Deed:** The Trustee may agree, without the consent of the Noteholders or Couponholders, to (i) any modification of any of the provisions of the Trust Deed that is of a formal, minor or technical nature or is made to correct a manifest error, and (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed that is in the opinion of the Trustee not materially prejudicial to the interests of the Noteholders. Any such modification, authorisation or waiver shall be binding on the Noteholders and the Couponholders and, if the Trustee so requires, such modification shall be notified to the Noteholders as soon as practicable.
- (c) **Entitlement of the Trustee:** In connection with the exercise of its functions (including but not limited to those referred to in this Condition) the Trustee shall have regard to the interests of the Noteholders as a class and shall not have regard to the consequences of such exercise for individual Noteholders or Couponholders and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer or the Guarantor any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders.

14. **Enforcement**

At any time after the Notes become due and payable, the Trustee may, at its discretion and without further notice, take such actions, steps and/or proceedings against the Issuer and/or the Guarantor as it may think fit to enforce the terms of the Trust Deed, the Notes and the Coupons, but it need not take any such actions, steps and/or proceedings unless (a) it shall have been so directed by an Extraordinary Resolution or so requested in writing by Noteholders holding at least one-quarter of the nominal amount of the Notes outstanding, and (b) it shall have been indemnified and/or provided with security and/or prefunded to its satisfaction. No Noteholder or Couponholder may proceed directly against the Issuer or the Guarantor unless the Trustee, having become bound so to proceed, fails to do so within a reasonable time and such failure is continuing.

The Trustee may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction applicable to it. Furthermore, the Trustee may also refrain from taking such action if it would otherwise render it liable to any person in that jurisdiction or if, in its opinion based upon such legal advice, it would not have the power to do the relevant thing in that jurisdiction by virtue of any applicable law in that jurisdiction or if it is determined by any court or other competent authority in that jurisdiction that it does not have such power.

15. **Replacement of Notes, Certificates, Coupons and Talons**

If a Note, Certificate, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Issuing and Paying Agent (in the case of Bearer Notes, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Certificate, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Certificates, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Certificates, Coupons or Talons must be surrendered before replacements will be issued.

16. **Further Issues**

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further securities having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single series with an outstanding Series (for the avoidance of doubt, references in these Conditions to the "Issue Date" shall be to the first Issue Date of the relevant Series of Notes). References in these Conditions to the Notes include (unless the context requires otherwise) any other securities issued pursuant to this Condition and forming a single series with the Notes.

17. **Notices**

Notices required to be given to the holders of Registered Notes pursuant to the Conditions shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. Notices required to be given to the holders of Bearer Notes pursuant to the Conditions shall be valid if published in a daily newspaper of general circulation in London (which is expected to be the *Financial Times*). So long as the Notes are listed and/or admitted to trading, notices required to be given to the holders of the Notes pursuant to the Conditions shall also be published (if such publication is required) in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Notes are listed and/or admitted to trading. If in the opinion of the Trustee any such publication is not practicable, notice required to be given pursuant to the Conditions shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made, as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes in accordance with this Condition.

18. **Contracts (Rights of Third Parties) Act 1999**

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999.

19. **Governing Law and Jurisdiction**

- (a) **Governing Law:** The Trust Deed, the Notes, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law.
- (b) **Jurisdiction:** The Courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with any Notes, Coupons or Talons or the Guarantee and accordingly any legal action or proceedings arising out of or in connection with any Notes, Coupons or Talons or the Guarantee ("**Proceedings**") may be brought in such courts. Each of the Issuer and the Guarantor has in the Trust Deed irrevocably submitted to the jurisdiction of such courts.
- (c) **Service of Process:** Each of the Issuer and the Guarantor has in the Trust Deed irrevocably appointed an agent in England to receive, for it and on its behalf, service of process in any Proceedings in England.

SUMMARY OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

1. INITIAL ISSUE OF NOTES

If the Global Notes or the Global Certificates are stated in the applicable Final Terms to be issued in NGN form or to be held under the NSS (as the case may be), the Global Notes or the Global Certificates will be delivered on or prior to the original issue date of the Tranche to a Common Safekeeper. Depositing the Global Notes or the Global Certificates with the Common Safekeeper does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue, or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

Global notes which are issued in CGN form and Global Certificates which are not held under the NSS may be delivered on or prior to the original issue date of the Tranche to a Common Depositary.

If the Global Note is a CGN, upon the initial deposit of a Global Note with a common depositary for Euroclear and Clearstream, Luxembourg (the "**Common Depositary**") or registration of Registered Notes in the name of any nominee for Euroclear and Clearstream, Luxembourg and delivery of the relative Global Certificate to the Common Depositary, Euroclear or Clearstream, Luxembourg will credit each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid. If the Global Note is a NGN, the nominal amount of the Notes shall be the aggregate amount from time to time entered in the records of Euroclear or Clearstream, Luxembourg. The records of such clearing system shall be conclusive evidence of the nominal amount of Notes represented by the Global Note and a statement issued by such clearing system at any time shall be conclusive evidence of the records of the relevant clearing system at that time.

Notes that are initially deposited with the Common Depositary may also be credited to the accounts of subscribers with (if indicated in the relevant Final Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg held by such other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg or other clearing systems.

2. RELATIONSHIP OF ACCOUNTHOLDERS WITH CLEARING SYSTEMS

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or any other permitted clearing system ("**Alternative Clearing System**") as the holder of a Note represented by a Global Note or a Global Certificate must look solely to Euroclear, Clearstream, Luxembourg or any such Alternative Clearing System (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, and in relation to all other rights arising under the Global Notes or Global Certificates, subject to and in accordance with the respective rules and procedures of Euroclear, Clearstream, Luxembourg, or such Alternative Clearing System (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Note or Global Certificate and such obligations of the Issuer will be discharged by payment to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, in respect of each amount so paid.

3. EXCHANGE

3.1 Temporary Global Notes

Each temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date:

- (i) if the relevant Final Terms indicates that such Global Note is issued in compliance with TEFRA C or in a transaction to which TEFRA is not applicable (as to which, see "*Overview of the Programme – Selling Restrictions*"), in whole, but not in part, for the Definitive Notes defined and described below; and
- (ii) otherwise, in whole or in part upon certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement for interests in a permanent Global Note or, if so provided in the relevant Final Terms, for Definitive Notes.

3.2 Permanent Global Notes

Each permanent Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not in part for Definitive Notes if the permanent Global Note is held on behalf of Euroclear or Clearstream, Luxembourg or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so.

In the event that a Global Note is exchanged for Definitive Notes, such Definitive Notes shall be issued in Specified Denomination(s) only. A Noteholder who holds a principal amount of less than the minimum Specified Denomination will not receive a definitive Note in respect of such holding and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

3.3 Permanent Global Certificates

If the Final Terms state that the Notes are to be represented by a permanent Global Certificate on issue, the following will apply in respect of transfers of Notes held in Euroclear or Clearstream, Luxembourg or an Alternative Clearing System. These provisions will not prevent the trading of interests in the Notes within a clearing system whilst they are held on behalf of such clearing system, but will limit the circumstances in which the Notes may be withdrawn from the relevant clearing system.

Transfers of the holding of Notes represented by any Global Certificate pursuant to Condition 2(b) may only be made in part:

- (i) if the relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or
- (ii) with the consent of the Issuer,

provided that, in the case of the first transfer of part of a holding pursuant to paragraph 3.3(i) or 3.3(ii) above, the Registered Holder has given the Registrar not less than 30 days' notice at its specified office of the Registered Holder's intention to effect such transfer.

3.4 Delivery of Notes

If the Global Note is a CGN, on or after any due date for exchange, the holder of a Global Note may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Issuing and Paying Agent. In exchange for any Global Note, or the part thereof to be exchanged, the Issuer will (i) in the case of a temporary Global Note exchangeable for a permanent Global Note, deliver, or procure the delivery of, a permanent Global Note in an aggregate nominal amount equal to that of the whole or that part of a temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a permanent Global Note to reflect such exchange or (ii) in the case of a Global Note exchangeable for Definitive Notes, deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Notes or if the Global Note is a NGN, the Issuer will procure that details of such exchange be entered *pro rata* in the records of the relevant clearing system. In this Base Prospectus, "**Definitive Notes**" means, in relation to any Global Note, the definitive Bearer Notes for which such Global Note may be exchanged (if appropriate, having attached to them all Coupons in respect of interest that have not already been paid on the Global Note and a Talon). Definitive Notes will be security printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Trust Deed. On exchange in full of each permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

3.5 Exchange Date

"**Exchange Date**" means, in relation to a temporary Global Note, the day falling after the expiry of 40 days after its issue date and, in relation to a permanent Global Note, a day falling not less than 60 days, or in the case of failure to pay principal in respect of any Notes when due 30 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the

specified office of the Issuing and Paying Agent is located and in the city in which the relevant clearing system is located.

4. AMENDMENT TO CONDITIONS

The temporary Global Notes, permanent Global Notes and Global Certificates contain provisions that apply to the Notes that they represent, some of which modify the effect of the terms and conditions of the Notes set out in this Base Prospectus.

4.1 Payments

No payment falling due after the Exchange Date will be made on any Global Note unless exchange for an interest in a permanent Global Note or for Definitive Notes is improperly withheld or refused. Payments on any temporary Global Note issued in compliance with TEFRA D before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement. All payments in respect of Notes represented by a Global Note in CGN form will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Issuing and Paying Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose. If the Global Note is a CGN, a record of each payment so made will be endorsed on each Global Note, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Notes. If the Global Note is a NGN or if the Global Certificate is held under the NSS, the Issuer shall procure that details of each such payment shall be entered *pro rata* in the records of the relevant clearing system and in the case of payments of principal, the nominal amount of the Notes recorded in the records of the relevant clearing system and represented by the Global Note or the Global Certificate will be reduced accordingly. Payments under a NGN will be made to its holder. Each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries in the records of the relevant clearing system shall not affect such discharge. For the purpose of any payments made in respect of a Global Note, the relevant place of presentation shall be disregarded in the definition of "business day" set out in Condition 8(h) (*Non-Business Days*).

All payments in respect of Notes represented by a Global Certificate will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the record date which shall be on the Clearing System Business Day immediately prior to the date for payment, where Clearing System Business Day means Monday to Friday inclusive except 25 December and 1 January.

4.2 Prescription

Claims against the Issuer in respect of Notes that are represented by a permanent Global Note or a Global Certificate will become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 9).

4.3 Meetings

For the purposes of any quorum requirements at a meeting of Noteholders and, at any such meeting, the holder of a permanent Global Note shall be treated as having one vote in respect of each integral currency unit of the Specified Currency of the Notes. All holders of Registered Notes are entitled to one vote in respect of each integral currency unit of the Specified Currency of the Notes comprising such Noteholder's holding, whether or not represented by a Global Certificate.

4.4 Cancellation

Cancellation of any Note represented by a permanent Global Note that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the nominal amount of the relevant permanent Global Note.

4.5 Purchase

Notes represented by a permanent Global Note may only be purchased by the Issuer, the Guarantor or any of their respective subsidiaries if they are purchased together with the rights to receive all future payments of interest thereon.

4.6 Issuer's Option

Any option of the Issuer provided for in the Conditions of any Notes while such Notes are represented by a Global Note or a Global Certificate shall be exercised by the Issuer giving notice to the Noteholders within the time limits set out in and containing the information required by the Conditions, (except that any notice while any Notes are represented by a Global Note or a Global Certificate shall not be required to contain the serial numbers of Notes drawn in the case of a partial exercise of an option and accordingly no drawing of Notes shall be required). In the event that any option of the Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with a clearing system in respect of the Notes will be governed by the standard procedures of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) or any other Alternative Clearing System (as the case may be).

4.7 Noteholders' Options

Any option of the Noteholders provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Note may be exercised by the holder of the permanent Global Note by giving notice to the Issuing and Paying Agent within the time limits relating to the deposit of Notes with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the serial numbers of the Notes in respect of which the option has been exercised, and stating the nominal amount of Notes in respect of which the option is exercised and at the same time, where the permanent Global Note is a CGN, presenting the permanent Global Note to the Issuing and Paying Agent, or to a Paying Agent acting on behalf of the Issuing and Paying Agent, for notation. Where the Global Note is a NGN or where the Global Certificate is held under the NSS, the Issuer shall procure that details of such exercise shall be entered *pro rata* in the records of the relevant clearing system and the nominal amount of the Notes recorded in those records will be reduced accordingly.

4.8 NGN nominal amount

Where the Global Note is a NGN, the Issuer shall procure that any exchange, payment, cancellation, exercise of any option or any right under the Notes, as the case may be, in addition to the circumstances set out above shall be entered in the records of the relevant clearing systems and upon any such entry being made, in respect of payments of principal, the nominal amount of the Notes represented by such Global Note shall be adjusted accordingly.

4.9 Trustee's Powers

In considering the interests of Noteholders while any Global Note is held on behalf of, or Registered Notes are registered in the name of any nominee for, a clearing system, the Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its accountholders with entitlements to such Global Note or Registered Notes and may consider such interests as if such accountholders were the holders of the Notes represented by such Global Note or Global Certificate.

4.10 Exercise of Put Option

In order to exercise the option contained in Condition 7(g) (*Redemption at the option of Noteholders upon a Change of Control*) the (i) holder of a Bearer Note must, within the period specified in the Conditions for the deposit of the relevant Note and put notice, give written notice of such exercise to any Paying Agent in the current and acceptable form and (ii) holder of the Registered Note must, within the period specified in the Conditions for the deposit of the relevant Certificate evidencing such Note(s) and put notice, give written notice of such exercise to the Registrar or any Transfer Agent. Any such notices will be irrevocable and may not be withdrawn.

4.11 Notices

So long as any Notes are represented by a Global Note or Global Certificate and such Global Note or Global Certificate is held on behalf of a clearing system, notices to the holders of Notes of that Series may be given by delivery of the relevant notice to that clearing system for communication by it to entitled

accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Note or Global Certificate.

5. **ELECTRONIC CONSENT AND WRITTEN RESOLUTION**

While any Global Note is held on behalf of, or any Global Certificate is registered in the name of any nominee for, a clearing system, then:

- (a) approval of a resolution proposed by the Issuer or the Trustee (as the case may be) given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than three-quarters of the nominal amount of the Notes outstanding (an "**Electronic Consent**" as defined in the Trust Deed) shall, for all purposes (including matters that would otherwise require an Extraordinary Resolution to be passed at a meeting for which the Special Quorum was satisfied), take effect as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held, and shall be binding on all Noteholders and holders of Coupons and Talons whether or not they participated in such Electronic Consent; and
- (b) where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution (as defined in the Trust Deed) has been validly passed, the Issuer and the Trustee shall be entitled to rely on consent or instructions given in writing directly to the Issuer and/or the Trustee, as the case may be, by (a) accountholders in the clearing system with entitlements to such Global Note or Global Certificate and/or, where (b) the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person identified by that accountholder as the person for whom such entitlement is held. For the purpose of establishing the entitlement to give any such consent or instruction, the Issuer and the Trustee shall be entitled to rely on any certificate or other document issued by, in the case of (a) above, Euroclear, Clearstream, Luxembourg or any other relevant alternative clearing system (the "**relevant clearing system**") and, in the case of (b) above, the relevant clearing system and the accountholder identified by the relevant clearing system for the purposes of (b) above. Any resolution passed in such manner shall be binding on all Noteholders and Couponholders, even if the relevant consent or instruction proves to be defective. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of the Notes is clearly identified together with the amount of such holding. Neither the Issuer nor the Trustee shall be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

USE OF PROCEEDS

If "general corporate purposes" is specified in the "Reasons for the Offer" section in Part B of the applicable Final Terms or Pricing Supplement (as the case may be), the net proceeds of the issue of each Tranche of Notes will be used for the Group's general corporate purposes, including but not limited to, property acquisitions and developments, refinancing and working capital management.

If "Green Bonds" is specified in the "Reasons for the Offer" section in Part B of the applicable Final Terms or Pricing Supplement (as the case may be), the net proceeds of the issue of each Tranche of Notes will be used to finance Eligible Green Projects in line with the Group's Green Financing Framework, which is available at https://nepirockcastle.com/wp-content/uploads/2020/07/NEPI-Rockcastle-Green-Finance-Framework_Final.pdf.

If, in respect of any particular issue there is a particular identified use of proceeds other than as described above, this will be stated in the relevant section of the Final Terms or Pricing Supplement (as the case may be).

INTRODUCTION TO THE GUARANTOR AND THE GROUP

The Guarantor is a commercial property investor. The Group owns and operates a property portfolio consisting of retail assets and office buildings mainly in Romania, Poland, Hungary, Slovakia, Bulgaria, Croatia, the Czech Republic, Serbia and Lithuania which generates earnings from long-term, triple-net leases (i.e. in addition to rent, tenants pay property taxes, insurance, property management, utilities and other common area costs).

The Guarantor's business strategy entails:

- investing in retail assets in Central and Eastern Europe that are assessed to occupy, or with the potential to occupy, a dominant position within the catchment area, via a combination of acquisitions and developments;
- active management of its portfolio, focusing on asset growth and constant improvement of the retail assets;
- active re-positioning of its portfolio by disposing of non-core and lower growth assets when opportune;
- benefitting from advantageous funding costs due to continued increase in scale; and
- following a conservative financial policy, based on low gearing and strong liquidity.

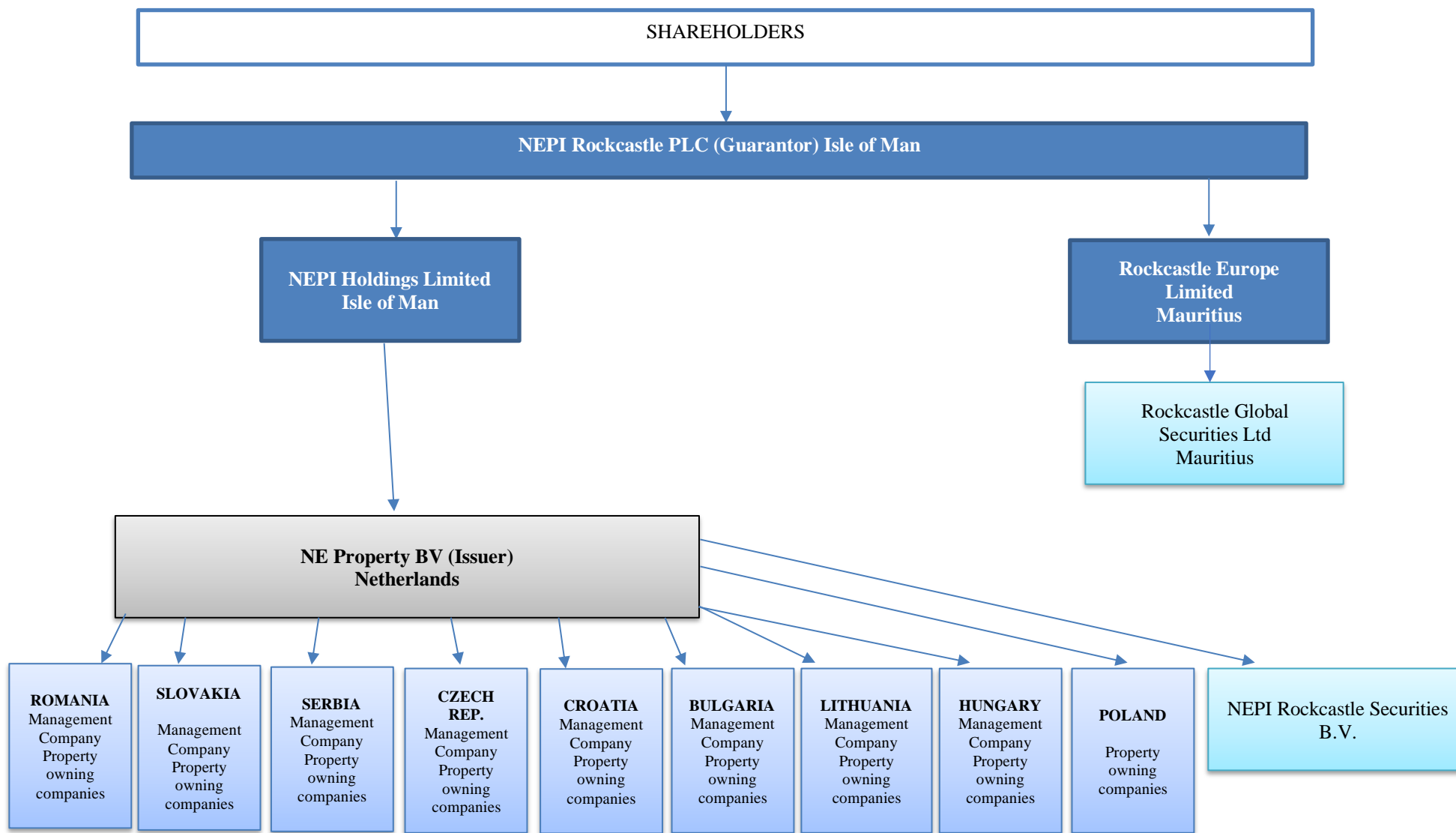
The Group is internally managed by a team of professionals combining investment, development, asset management, leasing and financial expertise. The property management function of the Group is partly undertaken internally and partly outsourced on market-related terms to external property managers (see "*Description of the Group's operational activities*" – "*Property Management*")

Executive management is overseen by the Board of Directors, including seven non-executive directors (see "*Directors of the Guarantor and Group Executive Management*").

The Guarantor's shares are listed on the Main Board of the JSE (share code NRP) and on Euronext Amsterdam (share code NRP), with a secondary listing on A2X in South Africa. The shares are transferable among the two registers. As at the date of this Base Prospectus, the issued share capital of the Guarantor comprises 600,921,133 ordinary shares of EUR 0.01 each (while the authorised share capital of the Guarantor comprises 2,000,000,000 ordinary shares of EUR 0.01 each) (see "*Major Shareholders*").

The Group companies comprise real estate holding companies, energy companies and management companies in Romania, Poland, Hungary, Slovakia, Bulgaria, Croatia, the Czech Republic, Serbia and Lithuania and intermediate holding companies established in other jurisdictions. The Guarantor and the Issuer are holding and service companies and do not own properties directly.

The Group's summarised holding structure is presented below.



DESCRIPTION OF THE GUARANTOR

The Guarantor is a company with liability limited by shares incorporated in, and governed by the laws of, the Isle of Man under the Isle of Man Companies Act 2006. The Guarantor was incorporated on 1 December 2016 for an indefinite duration.

Its registration number is 014178V. The Guarantor's registered office address is 2nd Floor, 30 Athol Street, Douglas, Isle of Man, IM1 1JB, and its telephone number is +44 2031 801 547. The articles of association of the Guarantor was adopted on 16 May 2017 and further amended in August 2018.

The Guarantor is the holding company of the Group and its main functions include the determination of the Group strategy, the review and adoption of business plans within the context of the Group strategy, the overall coordination of the activities of the Group companies, the allocation of resources amongst Group companies and accounting for, and monitoring of, the Group's activities.

The Guarantor has in the Trust Deed irrevocably and unconditionally guaranteed the due and punctual payment of all sums from time to time payable by the Issuer under the Trust Deed, the Notes and the Coupons.

DESCRIPTION OF THE ISSUER

The Issuer is a Dutch private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated and operating under the laws of The Netherlands and registered with the Trade Register of the Chamber of Commerce in The Netherlands under number 34285470. The Issuer was incorporated on 22 October 2007 as a cooperative with exclusion of liability (*coöperatie met uitgesloten aansprakelijkheid*).

As a result of the restructuring process aimed at the consolidation of the entire business and assets of Rockcastle Global Real Estate Holdings B.V. Netherlands into the Issuer, which was triggered by considerations related to operational, administrative and governance efficiency and was completed in 2019, the Issuer changed its legal form into a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) on 18 January 2019. The conversion was registered with the Dutch Trade Register on 21 January 2019 and no assets, contracts, liabilities or any other rights and obligations under any contract changed as a result of such conversion.

The Issuer's registered office address is Claude Debussylaan 7, Tribes Offices SOM Building 3rd floor, 1082MC Amsterdam, The Netherlands and its telephone number is +31 202 38 40 28. The articles of association (*statuten*) of the Issuer were adopted on 22 October 2007 and most recently amended and restated on 8 October 2019. The Issuer was incorporated for an indefinite duration.

The Issuer is a holding company that performs the treasury, financing, management, advisory and group support activities for its subsidiaries. The Issuer is indirectly wholly owned by the Guarantor as set out in the Group's summarised holding structure presented in the section "*Introduction to the Guarantor and the Group*". The Issuer is the direct or indirect parent of all property-owning companies of the Group.

The Issuer is a wholly-owned indirect subsidiary of the Guarantor. The Issuer is managed in accordance with its articles of association (*statuten*) and with the provisions of Dutch law.

Board of Managing Directors

The Issuer's Board of Managing Directors (the "**Managing Board**") consists of the following three managing directors (the "**Managing Directors**"):

Name	Function	Position held since
Eugeniu Barba	Managing Director	9 September 2014
Mirela Covasa	Managing Director	4 November 2015
Alex Florescu	Managing Director	1 October 2018

The Managing Directors have their business addresses at the Issuer's registered office at Claude Debussylaan 7, Tribes Offices SOM Building 3rd floor, 1082MC Amsterdam. The Issuer currently has three full-time employees in the Netherlands (two of whom are Managing Directors) and two part-time employees.

Potential Conflicts of Interests

There are no potential conflicts of interest between the duties of the Managing Directors towards the Issuer and their private interests or other duties.

DESCRIPTION OF THE GROUP'S OPERATIONAL ACTIVITIES

Business model

NEPI Rockcastle plc (the "**Guarantor**") is an internally managed commercial property investor and developer that owns and manages retail assets and A-grade offices in nine high-growth Central and Eastern European ("**CEE**") markets: Romania, Poland, Hungary, Slovakia, Bulgaria, Croatia, the Czech Republic, Serbia and Lithuania. The Group has a strategy of consolidating and expanding the Group's position in existing markets.

Merger of New Europe Property Investments Plc and Rockcastle Global Real Estate Company plc (the "**Merger**")

The Merger of New Europe Property Investments Plc ("NEPI") and Rockcastle Global Real Estate Company Limited ("Rockcastle") became effective on 11 July 2017. The new holding company of the group, the Guarantor, acquired the businesses of NEPI and Rockcastle (including 100 per cent. of their ownership interests in all of NEPI's and Rockcastle's respective underlying subsidiaries, but excluding any shares held by NEPI and Rockcastle, respectively in the Guarantor), thereby becoming one of the leading listed real estate companies in the CEE by portfolio size. In exchange for the acquired businesses, the Guarantor issued ordinary shares to NEPI and Rockcastle, in line with the agreed share swap ratio of 4.7 Rockcastle shares for every one NEPI share.

The Group is managed with a focus on sustainable cash flow and aims to maintain its financial position by lowering its overall cost of finance and improving its balance sheet efficiency through a combination of corporate Eurobond issues and unsecured revolving bank facilities. The Group's liquidity is closely monitored in conjunction with profitability targets and acquisition plans. Most cash is held in euro and can be accessed immediately.

Asset management

The asset management function of the Group is undertaken internally by its executive management (see "*Directors of the Guarantor and Group Executive Management*"), who implement the Group's investment and growth strategy together with appropriately skilled and experienced staff that are familiar with the Group's portfolio of properties. The asset management role of the executive management is primarily: to seek new investment opportunities for the Group; to consider ways of optimising performance of existing assets; and, where necessary, to work towards the disposal of assets which no longer contribute to the Group's income growth strategy.

The presence of the Group in nine countries increased the opportunity for cross-selling, wide-scale marketing and active asset management across a larger base of retailers and service providers. The Group's integrated platform is led by a multi-national group of senior asset managers with extensive commercial real estate experience.

Property management

Property management is an important strategic component for the Group. Leasing and marketing are coordinated internally for all properties, while the actual property management function is partly undertaken internally and partly outsourced on market-related terms to external property managers. The Group is currently collaborating with the following external property managers: Poland - Apsys Polska S.A., Sierra Balmain Property Management Sp. z o.o. and CBRE Sp. z o.o.; the Czech Republic - Cushman & Wakefield, s.r.o.; Hungary - Cushman & Wakefield Kft. and CBRE Kft.; Lithuania - UAB, Newsec Property Management.

External property managers are paid a market related property management fee determined as a percentage of collected annual rent in respect of the relevant property and payable monthly in advance

Where performed internally, the property management function is undertaken by an in-country management team with a proven real estate track record in the relevant region and a strong understanding of the property portfolio, benefitting from long-term relationships with tenants.

During 2019, the Group initiated a Centralised Building Operation System, integrating individual properties into a single Building Operations Centre, allowing coordinated asset management. The first phase, system implementation across at least 33 per cent. of the portfolio (calculated by the number of properties in the portfolio), is estimated to be completed by the end of 2020. The second phase is intended to extend the implementation to the rest of the portfolio by 31 December 2021.

Investment strategy and the acquisition process

The Group is focused on expanding and consolidating its portfolio of retail assets in Romania, Poland, Hungary, Slovakia, Bulgaria, Croatia, the Czech Republic, Serbia and Lithuania, through acquisition or development of retail assets that meet its investment criteria. Possessing geographically diverse management skills allows the Guarantor to pursue CEE property opportunities more efficiently, benefitting from a competitive advantage in the acquisition, development and management of properties.

Acquisitions of properties are initiated by the Group's acquisition team, which identifies, reviews and analyses investment opportunities by leveraging on the Group's wide contact network in the retail and real estate industries. The due diligence process commences if an opportunity meets the Group's investment criteria and Investment Committee (as defined in "*Directors of the Guarantor and Group Executive Management*") approval is obtained. Assuming a favourable due diligence outcome (such due diligence may be outsourced to qualified third party providers) and that the commercial terms are agreed, the Investment Committee recommends the acquisition to the Board for approval. Once Board approval has been obtained, the acquisition is executed primarily by the acquisition team in collaboration with the asset management team which takes over the management of the asset post acquisition based on the underlying assumptions relied upon during the commercial part of the due diligence.

To meet the Group's investment criteria, a retail asset must occupy or have the potential to occupy a dominant retail location within the relevant catchment area or region and, in the opinion of the Management, such dominant position is sustainable in the long term. In assessing this, the Group considers a number of factors and their interplay, including catchment, macroeconomic specifics of the relevant region or city, size, tenant mix (product and service offering), potential for extension, growth potential, design, technical specifications, location, access and visibility. For example, adequate size is critical by enabling the most comprehensive tenant mix in the region, whereas the potential for future extension reduces the threat of significant future competition. The optimal tenant mix usually comprises a large proportion of food and fashion anchor tenants with a substantial leisure offering.

Development process

The Group invests in developments which it expects to significantly contribute to growth in distributable earnings per share. Development, re-development and expansion opportunities are identified in regions with commercial potential and low levels of retail stock. Careful consideration is given to achieving a dominant competitive location within the relevant region. The Group commits to development costs in a phased manner to limit risk. Land is acquired after a due diligence process, the completion of feasibility studies and assessing retailers' interest. Construction costs are committed to on a gradual basis (after obtaining the required permits and meeting the agreed pre-leasing targets) and are limited to the availability of internal sources of financing.

The Group currently has a pipeline of planned retail development/ extensions and refurbishment in Romania, Poland, Bulgaria, Czech Republic, Hungary and Lithuania. The Group's experience in the above-mentioned retail markets and its strong relationship with anchor tenants across the CEE ensures that interest in a particular project can be assessed at a very early phase, before land is acquired, thus minimising development risk. All existing developments and extensions previously undertaken by NEPI Rockcastle were finalised within budget, on time and were substantially leased on opening.

The Group's in-house expertise and the development team's ability to supervise and undertake project management responsibilities with respect to the initiation of a project, vetting and appointment of contractors and monitoring the progress of a project, ensures greater control over such developments. The Group enters into construction agreements with contractors who have proven financial and professional capabilities in addition to a track record of completing projects of a similar scope on time and within budget.

The development cash-flows are closely monitored on an on-going basis to ensure that finance is available in a timely manner for all developments.

The Group will continue to commit to limited low-risk development, redevelopment and extension opportunities in a non-speculative phased manner, in Romania, Poland and in other markets where it has established an operating presence and where there are opportunities that meet the Group's investment criteria. In 2019 the Group finalised the redevelopment and extension of Solaris Shopping Centre, and completed development projects such as Arena Park, Krusevac Shopping Park and Promenada Sibiu; in 2020, the Group finalized the development of Targu Mures Shopping City in Romania. In 2019, the Group also completed the refurbishment of Braila Mall food court, the extension of Pogoria Shopping Centre, and the refurbishment and extension of Shopping City Sibiu and Shopping City Buzau. In response to the global coronavirus pandemic and related effects and in line with the its

prudent financial policy, the Group has revised its expenditure for the development pipeline, focusing on the following committed on-going development or refurbishment projects: Focus Mall Zielona Gora (Zielona Gora, Poland), Bonarka City Center (Krakow, Poland), Shopping City Buzau (Buzau, Romania) and Forum Liberec Shopping Centre (Liberec, Czech Republic).

Description of the portfolio

As at 31 December 2019, the Group owned and operated 61 income-producing properties with over 2.1 million m² gross lettable area ("GLA"). It had 5 developments under construction (of which 4 were extensions of existing properties), 6 developments under permitting and pre-leasing commitments (of which 4 were extensions of existing properties) and land held for future extensions and developments. In addition, as at the same date, the Group had a street retail portfolio, and a portfolio of regional office buildings, held for sale.

The fair value of the Group's investment property is determined semi-annually by external, independent appraisers, who are members of the Royal Institute of Chartered Surveyors (and with respect to valuers of properties in Romania, of the National Association of Authorised Valuers in Romania), with appropriate and recognised qualifications. The valuation of the property portfolio as at 31 December 2019 was performed as follows:

- Romania (Office properties) - Echinox Evaluari S.R.L (an independently owned and operated affiliate of Cushman & Wakefield), 40-44 Banu Antonache Street, 3rd Floor, 1st District, Bucharest, Romania;
- Romania (Retail properties) - COLLIERS VALUATION AND ADVISORY S.R.L, 169A Calea Floreasca Street, 7rd Floor, 1st District, Bucharest, Romania;
- Poland - Cushman & Wakefield Polska SP. Z O.O, Złote Tarasy – Lumen Office Building, 59 Złota Street, 00-120, Warsaw, Poland;
- Hungary - Cushman & Wakefield Nemzetközi Ingatlan Tanácsadó Kft., H-1052 Budapest, Deák Ferenc utca 5, Budapest, Hungary; and Jones Lang LaSalle s.r.o – Astoria Palace, Hodžovo námestie 1/A, Bratislava, Slovakia;
- Slovakia - Jones Lang LaSalle s.r.o – Astoria Palace, Hodžovo námestie 1/A, Bratislava, Slovakia;
- Bulgaria - Jones Lang LaSalle s.r.o – Szabadság tér 14., 1054 Budapest, Hungary;
- Croatia - Jones Lang LaSalle s.r.o – Szabadság tér 14., 1054 Budapest, Hungary;
- The Czech Republic - Jones Lang LaSalle s.r.o – Myslbek Building, Na Příkopě 21, 110 00 Prague, The Czech Republic;
- Serbia - Jones Lang LaSalle s.r.o – Szabadság tér 14., 1054 Budapest, Hungary;
- Lithuania - Cushman & Wakefield Sweden AB, Regeringsgatan 59 P.o. Box 3637, 103 59 Stockholm.

The fair value of the property portfolio of the Group mentioned above was approximately €6.3 billion as at 31 December 2019. This value includes (i) investment properties in use at fair value, (ii) investment properties under and held for development and (iii) Romanian office properties held for sale, and excludes the non-core properties held for sale as well as the effect of IFRS 16.

As at 31 December 2019, (i) retail properties comprised 93 per cent. of the property portfolio by market value and (ii) the office sector (representing the only other material component of the property portfolio and which includes a Romanian office portfolio classified as held for sale) accounted for approximately 6 per cent. of the property portfolio by market value.

As at 31 December 2019, the Group's property portfolio in use was geographically spread as follows (by market value): 38 per cent. was located in Romania, 23 per cent. in Poland, 10 per cent. in Hungary, 9 per cent. in Slovakia, 8 per cent. in Bulgaria, 4 per cent. in Croatia, 3 per cent. in the Czech Republic, 3 per cent. in Serbia, and 2 per cent. in Lithuania. 93 per cent. of the property portfolio in use is located in EU investment-grade countries.

SCHEDULE OF INCOME-PRODUCING PROPERTIES AS AT 31 DECEMBER 2019

Country	Gross Lettable Area	Valuation/ Cost to date	Passing rent	EPRA Occupancy*
	m2	€m	€m	
INCOME PRODUCING PROPERTIES	2,103,200	6,077	414	97.9%
RETAIL	1,916,800	5,677	382	97.8%
Romania**	786,000	1,950	140	^99.3%
Poland***	467,700	1,406	86	^95.2%
Slovakia	116,800	518	33	98.7%
Bulgaria	132,800	435	32	98.4%
Hungary	122,200	600	37	94.9%
Croatia	75,200	266	18	98.0%
Czech Republic	74,300	183	11	^98.5%
Lithuania	61,700	132	11	100.0%
Serbia	80,100	187	14	98.8%
OFFICE	159,100	383	30	99.6%
Romania	117,800	308	24	99.6%
Bulgaria	28,500	53	4	99.5%
Slovakia	12,800	22	2	100.0%
INDUSTRIAL	27,300	17	2	95.5%
Romania	27,300	17	2	95.5%

* EPRA occupancy = 1 - EPRA vacancy;

** The schedule of properties includes the Romanian office portfolio held for sale which has a fair value which is also the book value of €307.8 million as of 31 December 2019; excludes joint venture property valued at €55 million, the impact from IFRS 16 of €32 million and the non-core properties held for sale which have a fair value which is also the book value of €9.4 million as of 31 December 2019.

***The Group holds 90% interest in Galeria Wolomin and 85% in Galeria Tomaszow. Galeria Wolomin and Galeria Tomaszow are accounted for at 100% in the IFRS financial statements and a corresponding 10% and 15% non-controlling interest is included in Equity.

^ * EPRA occupancy excludes 14,000m2 GLA under refurbishment at Focus Mall Zielona Gora, Shopping City Buzau and Forum Liberec Shopping Centre.

Source: Company data.

SCHEDULE OF DEVELOPMENTS AND LAND HELD FOR DEVELOPMENT AS AT 31 DECEMBER 2019

	Country	Type	Category	Ownership	GLA m ²	Valuation/ Cost to date €m	Estimated Passing rent €m
					278 650	221	16.4
Development under construction					59 000	72	16.4
Shopping City Targu Mures	Romania	Mall	Development	100%	39 800	46	6.5
Focus Mall Zielona Gora			Extension and				
	Poland	Mall	Refurbishment	100%	15 600	26	5.2
Bonarka City Center	Poland	Mall	Refurbishment	100%	3 600	-	4.7
Shopping City Buzau	Romania	Mall	Refurbishment	100%	-	-	-
Forum Liberec Shopping Centre	Czech Republic	Mall	Refurbishment	100%	-	-	-
Developments under permitting and pre-leasing					219 650	94	
Promenada Mall	Romania	Mall/ Office	Extension	100%	62 300	38	
Promenada Plovdiv	Bulgaria	Mall	Development	100%	58 300	27	
Promenada Craiova	Romania	Mall	Development	100%	56 500	25	
Arena Mall	Hungary	Mall	Extension	100%	25 900	4	
Ozas Shopping and Entertainment Centre	Lithuania	Mall	Extension and Refurbishment	100%	15 450	-	
Alfa Centrum Bialystok	Poland	Mall	Refurbishment	100%	1 200	-	
Land held for future developments and extensions						55	

Amounts included in this table are estimates and may vary according to permitting, pre-leasing and actual physical configuration of the finished developments.

The Schedule of developments excludes land held for developments related to joint ventures valued at €1.8 million as at 31 December 2019.

Source: Company data

Recent developments

Romanian office portfolio disposal

In December 2019, the Group entered into an agreement for the disposal of the Romanian office portfolio. However, the purchaser did not fulfil its completion related obligations and as such, the agreement was not completed. This led to a breach in the agreement, which entitled the Group to terminate it and claim the contractual guarantee. The procedures for recovering the guarantee in accordance with the contractual mechanisms have been initiated.

Green Financing Framework

The Group intends to increase its long-term commitment to sustainability and has prepared a green financing framework to enhance the transparency of its business operations, as well as disclosures. The green financing framework prepared by the Group (the "**Green Financing Framework**"), and any future amendments thereto, is available at <https://nepirockcastle.com/wp-content/uploads/2020/07/NEPI-Rockcastle-Green-Finance-Framework-Final.pdf>. The Green Financing Framework has a Second-Party Opinion ("SPO") provided by Sustainalytics, which is available at <https://nepirockcastle.com/sustainability/focus-and-performance/>. The Green Financing Framework and the SPO are not incorporated in, nor do they form part of, this Base Prospectus and, for the avoidance of doubt, compliance with the Green Financing Framework does not and will not form part of the Conditions of any Notes.

The Group will provide investors with information regarding the allocations of the proceeds of any Notes which are issued as Green Bonds through specific allocation and impact reports, as detailed in the Green Financing

Framework, and additional information on specific performance of certain assets may be available in the Issuer's annual report in the Sustainability Report section.

On 31 December 2019, 51 per cent. of the Group's portfolio (calculated by the number of properties in the portfolio) was certified Very Good or Excellent based on the Building Research Establishment Environmental Assessment Method ("**BREEAM**") by the Building Research Establishment. The Group intends to have 75 per cent. of assets BREEAM certified at least Very Good by the end of 2020.

COVID-19 outbreak

Since mid-March 2020, local governments in the nine Central and Eastern European ('CEE') countries where the Group operates have implemented rigorous measures to contain the spread of COVID-19, in line with the World Health Organisation recommendations. Such measures included, among others, the closure of all stores except those selling essential goods (such as groceries, other food stores and pharmacies).

The Group has focused on ensuring the safety and wellbeing of its employees, tenants and visitors, while minimising disruption. During the lockdown period, the Group has been in touch with international non-governmental organisations and redirected a significant proportion of its corporate social responsibility budget to helping local communities navigate the current challenges.

The Group is committed to maintaining its conservative gearing level and a robust liquidity and actively implementing various measures focused on achieving the most suitable allocation of capital, including:

- reducing non-critical operating expenses, especially for the period during which most of the retailers in the shopping centres were not open;
- deferring non-committed development projects; and
- deferring non-essential capital expenditure.

In March 2020, the Group drew EUR 520 million from its available unsecured revolving facilities as a temporary measure to address the potential negative effects of the COVID-19 outbreak on its operations. See "*Finance*" below.

Gradual easing of restrictions has commenced in the second half of April 2020 and continued throughout May and June 2020. Governments adopted different plans for ending the lockdowns, mostly focused on a phased approach. As at the date of publication of this Prospectus, tenants occupying approximately 90 per cent. of the Group's GLA are now operational.

For the last two weeks of June 2020, average footfall across the portfolio was approximately 70 per cent. of the levels recorded in the same period of 2019. The Group's top priority remains maintaining the health and safety of its customers, tenants and staff, and all necessary measures for safe visits to the malls have been implemented. Mega Mall in Bucharest and Bonarka City Centre in Krakow are the first shopping malls in Romania and Poland certified as COVID-19 safety compliant by SAFE Shopping Centers (confirming that the properties comply with strict security and safety conditions related to COVID-19 and adhere to best practice and industry standards).

See also "*Risk Factors - The global economic recession and financial crisis due to the ongoing global coronavirus pandemic may affect the Group's business and results of operations*".

Leasing and tenant profile

Subject to the impact of the COVID-19 pandemic, the leasing professionals of the Group's entities have a track record of keeping the collection rate at over 99 per cent. level (31 December 2019: 99.9 per cent.) and the Group's average occupancy rates at over 97 per cent. (the European Public Real Estate Association ("**EPRA**") occupancy rate as at 31 December 2019 was 97.9 per cent.). The collection rate represents an operational performance indicator computed as a 100 per cent. - default rate. The default rate equals the net bad debt expense (as recognised in the Statement of Comprehensive Income) divided by the gross rental income and service charge income. Concentration risk is limited, and the tenants' credit risk profiles are actively monitored and managed.

The Group employs a range of strategies to improve the attractiveness of each retail asset and increase footfall, trading densities and occupancy. The retail offering is constantly monitored and adjusted to consumer needs in each specific location with an emphasis on the fashion, leisure and food segments. The Group maintains strong

relationships with anchor tenants and has significant insight in relation to their trading performances and expansion plans. The leasing team determines sustainable retail rents as a function of trading densities; the tenants' expected sales are accurately estimated based on consultations, market studies and the Group's retail portfolio database.

The Group aims to maintain the attractiveness of office space for existing and potential tenants through high standards of maintenance and services. The negotiations for lease extensions and re-lettings start in advance of contract expiry. The Group targets multinational tenants with strong track records. The creditworthiness of potential tenants is reviewed, and parent company guarantees are obtained from those multinationals whose local subsidiaries are perceived to be insufficiently established.

The top ten retail tenants accounted for 22 per cent. of the annualised passing rent of the Group as at 31 December 2019 and include multinational retail anchor tenants such as LPP Fashion, Auchan, Inditex, Carrefour, H&M, New Yorker, CCC, Peek & Cloppenburg, Deichmann and C&A. Out of the group's total rentable area, 67 per cent. is occupied by large international or national tenants, with assets or turnovers higher than €200 million (type A tenants).

Lease terms

The investment strategy is biased towards long-term leases in euro with strong corporate covenants. As at 31 December 2019, the weighted average remaining lease duration was 4 years.

The main lease terms include a minimum term of ten years for hypermarkets, DIYs and cinemas. Different lease duration terms are provided in the lease agreements entered into by the Group with other tenants (between 3 to 7 years). The Group maintains a weighted average lease term of over 4 years for the purpose of a higher adaptability to the market to accommodate new retail concepts and a low risk profile (as the lease renewal profile for a particular property is 'flattened' over time, as opposed to having the majority of tenants expiring in a particular year). All leases are negotiated in Euro and the large majority are triple-net leases (i.e. in addition to rent, tenants pay property taxes, insurance, property management, utilities and other common area costs). The majority of retail leases include turnover related clauses whereby the tenant pays the higher of the turnover or the base rent. Rent and marketing charges are adjusted annually in line with EU inflation and cash or parent company guarantees are received from tenants. Limited incentives (fit-out contributions and rent free periods) are provided to retail anchor tenants and large office tenants.

Lease expiry schedule as at 31 December 2019

Year	Percentage of Group's total rental income
2020.....	<u>8.4%</u>
2021.....	<u>18.4%</u>
2022.....	<u>12.0%</u>
2023.....	<u>14.2%</u>
2024.....	<u>17.2%</u>
2025.....	<u>12.6%</u>
2026.....	<u>4.0%</u>
2027.....	<u>2.3%</u>
2028.....	<u>2.1%</u>
>=2029.....	<u>8.8%</u>
TOTAL	<u>100%</u>

Typically, the Group has lease agreements with longer durations of up to 30 years with some of its anchor tenants. Given these longer lease periods, the relevant lease agreements are typically subject to break clauses which usually come into effect after a specific period from the commencement of the lease period under such lease agreements (usually ten years for hypermarkets, DIYs and cinemas, and three to five years for other tenants). The above lease expiry schedule takes into consideration such break options that may be contained in the respective lease terms.

Tenant support in the context of COVID-19

In order to support its tenants, the Group has implemented certain measures, focused on maintaining a functioning retail environment for the long-term, as follows:

- rent for shops closed during April and May (where already invoiced) was deferred for 60 days without penalty (where the local legislation did not provide otherwise);
- rent reliefs were, and continue to be, discussed on a case-by-case basis, depending on the relevant tenant's financial position, occupancy cost ratio and other factors;
- quarterly invoicing was replaced by monthly invoicing, where the lease agreements accommodated such a change;
- tenants were granted relief from paying marketing contributions in respect of the closed units for April and May 2020; and
- The Group's variable operating expenses during the lockdown period were reduced by approximately 40 per cent. compared to the same period of 2019, on a like-for-like basis.

Occupancy rates

The following table sets out the occupancy rate for the Group (excluding joint ventures and including Romanian office portfolio held for sale):

	As at 31 December 2019	As at 31 December 2018
Occupancy rate (%).....	97.9	97.2

Subsequent to the year-end, EPRA occupancy rate as at 31 March 2020 was 97.3% and 97.1% as at 30 April 2020.

Operational and financial indicators

Operational and financial indicators (including non-IFRS measures)

Operational performance indicators	2019	2018	Financial performance indicators	2019	2018
Net rental and Related Income ("Net Operating Income" or "NOI")	€401m	€346m	Loan-to-value (LTV) ⁵	32%	33%
NOI growth (like-for-like ¹)	6.2%	4.9%	Unencumbered assets (% of investment property)	83%	72%
Collection rate ²	99.9%	99.9%	Cost of debt ⁶	2.4%	2.3%
EPRA occupancy ratio	97.9%	97.2	Average remaining debt maturity ⁷	4.1 years	3.1 years
Turnover/m ² increase (like-for-like) ³	6.4%	5.7%	Long-term interest rate hedge coverage ⁸	100%	100%
Tenants turnover growth (like-for-like) ³	6.8%	7.5%	EPRA net initial yield ⁹	6.65	6.74%
Occupancy cost ratio (Effort ratio) ⁴	11.9%	11.9%	EPRA 'topped up' net initial yield ¹⁰	6.71	6.82%

¹ Growth metric that only includes revenues from organically comparable investment property or units. It excludes the effects of expansion, acquisition or any other event that affects the investment property revenues.

² Operational performance indicator computed as 100% - default rate. The default rate equals the net bad debt expense (as recognized in the Statement of Comprehensive Income) divided by the gross rental income and service charge income.

³ Like-for-like and excluding hypermarkets' sales, as they do not consistently report turnover data across portfolio.

⁴ Annual Base rent and overage rent, service charge and marketing contribution, divided by tenant sales; excludes sales reported by hypermarkets.

⁵ Interest bearing debt less lease liabilities (IFRS 16) less cash, divided by investment property (including investment property held for sale) less right of use assets (IFRS 16) plus listed securities.

⁶ Mathematical measure of the finance expense divided by the periodical average outstanding debt.

⁷ Average time a loan takes to fully mature weighted by the amount of principal left to be paid on the loan.

⁸ Excluding revolving facilities.

⁹ Annualised rental income based on passing cash rents, less non-recoverable property operating expenses, divided by the market value of the property/portfolio.

¹⁰ EPRA net initial yield adjusted to reflect rent after the expiry of lease incentives such as rent-free periods and rental discounts.

Finance

The Group favours private placements over rights issues for equity financing and, historically, all placements via book building have been significantly oversubscribed. The Group monitors the market and, if opportunities are identified, it may raise further equity from time to time.

The Group maintains a conservative business and financial risk approach in terms of its capital structure, liquidity and investment policies. The Group uses derivative instruments conservatively and maintains a track record of covenant compliance as well as compliance with the requirements of each stock exchange on which the Guarantor is listed.

The Group has a strong liquidity profile, with €209 million in cash and cash equivalents, €575 million in available unsecured revolving facilities, and €77 million in net listed securities portfolio as at 31 December 2019 (which comprises a portfolio of listed securities of €169 million less an equity repurchase agreement of EUR 92 million).

The Group's loan-to-value ratio (Interest bearing debt less lease liabilities (IFRS 16) less cash, divided by investment property (including investment property held for sale) less right of use assets (IFRS 16) plus listed securities) was 32 per cent. as at 31 December 2019, below the 35 per cent. strategic target. As at 31 December 2019, 83 per cent. of the property portfolio was unencumbered.

The table below provides a description of the outstanding principal amount of the loans and borrowings of the Group's subsidiaries by country, excluding joint ventures, as of 31 December 2019:

Interest bearing borrowings as at 31 December 2019
(all amounts in EUR'000)

Country	Type	Outstanding amount	Available for drawdown	2020	2021	2022	2023	2024	2025	2026
Netherlands	Unsecured fixed coupon bonds	1,697,800	-	-	197,800*	-	500,000	500,000	-	500,000
Netherlands	Unsecured revolving facilities	-	575,000	-	-	-	-	-	-	-
Netherlands	Secured loan	92,223	-	-	-	92,223	-	-	-	-
	Secured term loans	303,285	-	2,307	224,978	380	1,520	74,100	-	-
Poland	Secured term loans	150,530	-	7,460	25,071	57,192	60,807	-	-	-
Slovakia	Secured term loans	40,693	-	410	410	564	615	38,694	-	-
Czech Republic										
Total		2,284,531	575,000	10,177	448,259	150,359	562,942	612,794	-	500,000

Source: Company data.

* The notes due February 2021 (€197.8m in aggregate principal amount outstanding) have been repurchased in full in January 2020.

In March 2020, the Group drew EUR 520 million from its available unsecured revolving facilities as a temporary measure to build up supplementary cash capacity to address the potential negative effects of the COVID-19 outbreak on its operations. Subsequently, in June 2020, the Group repaid EUR 140 million of the drawn amount.

The average interest rate for the Group, including hedging costs, was approximately 2.4 per cent. during 2019. As at 31 December 2019, fixed-coupon bonds represented 74 per cent. of the Group's outstanding debt. Out of the remaining long-term debt exposed to EURIBOR, 68 per cent. was hedged with interest rate caps and 32 per cent. with interest rate swaps.

As at 31 December 2019, the ratios calculated for all unsecured loans and bonds showed ample headroom compared to the covenants (for more information on how the ratios set out below are defined see "Terms and Conditions of the Notes - Financial Covenants"):

- Solvency Ratio: 37 per cent. (31 December 2018: 36 per cent.);
- Consolidated Coverage Ratio: 6.58 (31 December 2018: 7.38); and
- Unencumbered Consolidated Total Assets/Unsecured Consolidated Total Indebtedness: 290 per cent. (31 December 2018: 315 per cent.).

Risk Management

Management considers that the main risks of the Group relate to property and finance and that the Group's overall approach to risk can be described as conservative. There are inherent risks determined by the nature of the business, such as fluctuations in the value of property, vacancies, volatility in market rents or risks associated with development activities. Key risks are assessed by ranking exposure on the basis of probability and magnitude. Analysis of sensitivity to these key risks is conducted at Group level. Other risks, notably those relating to interest rate and exchange rate, are closely managed and actively hedged. Re-financing risks are considered to be limited. Risks of potential breaches of loan covenants are managed through a conservative financing policy and a close review of compliance indicators.

Management considers the internal risk management and control systems of the Group to be appropriate. Key elements of the internal control systems are: a management structure designed to enable effective decision making; monthly review of key performance indicators, such as retail tenants' turnovers, vacancies, rent collection, arrears and doubtful debtors, and review of performance against budgets; internal audit and cost control functions. Strict procedures are also observed for the periodic production of monthly, quarterly and annual figures on the basis of the adopted policies. There are clearly defined guidelines and approval limits for capital and operating expenditure and other key business transactions and decisions.

The internal management reporting system is designed to identify fluctuations in the value of investments, income and expenses. Capital projects, major contracts, business property acquisitions and other investment or divestment projects are reviewed in detail and approved by the Investment Committee and/or the Board where appropriate, in accordance with delegated authority limits.

The Group makes use of electronic data processing within automated information systems. Offsite data back-up and recovery measures are in place.

Listed security portfolio

The Guarantor implemented its announced strategy of converting the majority of its portfolio of liquid listed securities into direct property investment, decreasing the listed securities exposure to €169 million as at 31 December 2019, from €197 million at 31 December 2018. The remaining exposure consists of Unibail-Rodamco-Westfield shares.

Insurance

The Group insures all income-producing properties with all-risk property insurance at reconstruction cost, business interruption (revenues for at least 24 months) and third party liability insurance. Most of the properties are also insured against terrorist acts. Properties under development have construction all-risk insurance.

Insurance is contracted from reputable international third-party providers.

Subsidiaries and joint ventures comprising the Group

A list of subsidiaries and joint ventures comprising the Group as at 31 December 2019, including the Guarantor's percentage ownership (direct or indirect) in each such subsidiary and joint venture is shown below:

No.	Subsidiary/joint venture	Incorporation/date became subsidiary or joint venture	Country of incorporation	Principal activity	Effective interest
1.	ACE3 sp.z.o.o. ~	Jun 2013/Jul 2017	Poland	Property-owning	85%
2.	Arena Center Zagreb d.o.o.	2006/Nov 2016	Croatia	Property-owning	100%
3.	AUPARK Kosice SC, s.r.o.	Nov 2008/Dec 2014	Slovakia	Services	100%
4.	AUPARK Kosice, spol. s.r.o.	Jan 2004/Dec 2014	Slovakia	Property-owning	100%
5.	AUPARK Piestany SC, s.r.o.	Nov 2008/Aug 2016	Slovakia	Services	100%
6.	AUPARK Piestany, spol. s.r.o.	Apr 2004/Aug 2016	Slovakia	Property-owning	100%
7.	AUPARK Tower Kosice, s.r.o.	Nov 2008/Dec 2014	Slovakia	Property-owning	100%
8.	AUPARK Žilina SC a.s.	Oct 2008/Aug 2013	Slovakia	Services	100%
9.	AUPARK Žilina spol. s.r.o.	Dec 2003/Aug 2013	Slovakia	Property-owning	100%
10.	Aurora Mall Buzau SRL	Oct 2012	Romania	Property-owning	100%
11.	Aviatorilor 8 Office Building SRL (previously named Victoriei Office Building SRL)	Aug 2011	Romania	Property-owning	100%
12.	Białystok Property sp. z.o.o.~	Apr 2017/Jul 2017	Poland	Property-owning	100%
13.	Bonarka City Center sp.z.o.o. ~	May 2014/Jul 2017	Poland	Property-owning	100%
14.	Braila Promenada Mall SRL	Sep 2009	Romania	Property-owning	100%
15.	Brasov Shopping City SRL	Jun 2011	Romania	Property-owning	100%

No.	Subsidiary/joint venture	Incorporation/date became subsidiary or joint venture	Country of incorporation	Principal activity	Effective interest
16.	Bulfeld EOOD	Apr 2007/Dec 2017	Bulgaria	Property- owning	100%
17.	CEE Property Bulgaria EOOD	Jul 2008/Aug 2017	Bulgaria	Property- owning	100%
18.	City Park Constanta SRL	Feb 2005/Nov 2013	Romania	Property- owning	100%
19.	Constanta Shopping City SRL	Mar 2013	Romania	Property- owning	100%
20.	Deva Shopping City SRL	Jul 2005/Aug 2013	Romania	Property- owning	100%
21.	Energit sp.z.o.o. ~	Dec 2007/Jul 2017	Poland	Services	100%
22.	E-power Supply Czech sro	Jul 2017	Czech Republic	Services	100%
23.	E-Power Supply d.o.o. Beograd	Jul 2017	Serbia	Services	100%
24.	E-power supply EOOD	Nov 2017	Bulgaria	Services	100%
25.	E-power supply management doo	Sep 2017	Croatia	Services	100%
26.	E-Power Supply s.r.o.	Nov 2015	Slovakia	Services	100%
27.	Expo Real Estate Project SRL	May 2019	Romania	Services	100%
28.	FDC Braila B.V.	Sep 2009	Netherlands	Holding	100%
29.	Festival Shopping Center SRL	Jun 2008/Feb 2018	Romania	Property- owning	100%
30.	Floreasca Business Park SRL	Dec 2010	Romania	Property- owning	100%
31.	Floreasca Center SRL	Apr 2011/Nov 2014	Romania	Property- owning	100%
32.	FORUM Usti s.r.o.	Jan 2005/Feb 2016	Czech Republic	Property- owning	100%
33.	Galati Shopping City SRL	Jun 2012	Romania	Property- owning	100%
34.	General Building Management SRL	Aug 2004/Jan 2008	Romania	Property- owning	100%
35.	General Investment SRL	Mar 2003/Jan 2008	Romania	Property- owning	100%
36.	Gontar sp.z.o.o. ~	Mar 2013/Jul 2017	Poland	Property- owning	100%
37.	HANSA Imobillien EOOD	Oct 2008/Aug 2017	Bulgaria	Property- owning	100%
38.	Ingen Europe B.V.	Dec 2010	Netherlands	Holding	100%
39.	INLOGIS VI s.r.o.	Jun 2011/Dec 2014	Slovakia	Property- owning	100%
40.	Iris Titan Shopping Center SRL	Apr 2005/Jul 2015	Romania	Property- owning	100%
41.	Karolinka Property sp.z.o.o. ~	Jul 2014/Jul 2017	Poland	Property- owning	100%
42.	Lakeview Office Building SRL	Jul 2004/Jan 2013	Romania	Property- owning	100%
43.	Liberec Property s.r.o. ~	Jan 2007/Jul 2017	Czech Republic	Property- owning	100%
44.	Mammut Zrt	Aug 2011/Sep 2018	Hungary	Property- owning	100%
45.	Mammut Management Kft	Aug 2017/Sep 2018	Hungary	Services	100%
46.	Mammut Real Estate Kft	Feb 2019	Hungary	Services	100%
47.	Marapi sp.z.o.o. ~	Apr 2017/Jul 2017	Poland	Property- owning	100%
48.	Marketing Advisers SRL	Apr 2014	Romania	Services	100%
49.	Mega Mall Bucuresti SRL	Feb 2007/Aug 2013	Romania	Property- owning	100%
50.	Milvus sp.zo.o	Aug 2008/May 2018	Poland	Property- owning	100%
51.	Mlyny a.s.	Mar 2006/Aug 2018	Slovakia	Property- owning	100%
52.	Modatim Business Facility SRL	Nov 2015	Romania	Property- owning	100%
53.	Monarda sp.z.o.o.	Jul 2015/Jul 2017	Poland	Property- owning	90%
54.	NE Property B.V. (previously named NE Property Coöperatief U.A.)	Oct 2007	Netherlands	Holding	100%
55.	NEPI Bucharest One SRL	Sep 2007	Romania	Property- owning	100%
56.	NEPI Bucharest Two SRL	Dec 2007	Romania	Property- owning	100%
57.	NEPI Croatia Management d.o.o.	Jan 2017	Croatia	Services	100%

No.	Subsidiary/joint venture	Incorporation/date became subsidiary or joint venture	Country of incorporation	Principal activity	Effective interest
58.	NEPI Czech Management s.r.o.	Sep 2016	Czech Republic	Services	100%
59.	Nepi Four Real Estate Solutions SRL	Mar 2013	Romania	Property- owning	100%
60.	Nepi Holdings Ltd	Apr 2012	Isle of Man	Holding	100%
61.	ECP Security Holdings Limited	Dec 2014	Isle of Man	Holding	100%
62.	NEPI Investment Management SRL	Jun 2010	Romania	Services	100%
63.	Nepi Investments Ltd	Apr 2012	Isle of Man	Holding	100%
64.	NEPI Project Four EOOD	Nov 2017	Bulgaria	Property- owning	100%
65.	NEPI Project One EOOD	Mar 2017	Bulgaria	Property- owning	100%
66.	NEPI Project Three EOOD	Nov 2017	Bulgaria	Services	100%
67.	NEPI Project Two EOOD	May 2017	Bulgaria	Holding	100%
68.	NEPI Real Estate Development d.o.o.	Nov 2014	Serbia	Services	100%
69.	NEPI Real Estate Project One d.o.o.	Jan 2016	Serbia	Property- owning	100%
70.	Nepi Real Estate Project Three d.o.o.	Oct 2016	Serbia	Property- owning	100%
71.	NEPI Real Estate Project Two d.o.o.	Jan 2016	Serbia	Property- owning	100%
72.	NEPI Rockcastle Hungary Kft.	Oct 2017	Hungary	Services	100%
73.	NEPI Rockcastle Lithuania UAB	Oct 2018	Lithuania	Services	100%
74.	NEPI Rockcastle Securities B.V	Dec 2018	Netherlands	Services	100%
75.	Nepi Seventeen Land Development SRL	Jul 2014	Romania	Property- owning	100%
76.	NEPI Six Development SRL	May 2012	Romania	Property- owning	100%
77.	Nepi Sixteen Real Estate Investment SRL	Jul 2014	Romania	Property- owning	100%
78.	Nepi Slovak Centres One a.s.	Jul 2014	Slovakia	Services	100%
79.	NEPI Slovakia Management s.r.o.	Jun 2013/Aug 2013	Slovakia	Services	100%
80.	NEPI Ten Development Solutions SRL	Jun 2012	Romania	Property- owning	100%
81.	Nepi Three Building Management SRL	Mar 2013	Romania	Property- owning	100%
82.	Nepi Twenty Real Estate Development SRL	Jul 2018	Romania	Services	100%
83.	Nepi Twenty-One Investment Estate SRL	Jul 2018	Romania	Services	100%
84.	Nepi Twenty-Three Investment Solutions SRL	May 2019	Romania	Services	100%
85.	NEPIOM Ltd	Sep 2012	Isle of Man	Services	100%
86.	New Energy Management SRL	Jan 2014	Romania	Services	100%
87.	Nobilia sp. z o.o. ~	May 2017/Jul 2017	Poland	Services	100%
88.	NRE Sibiu Shopping City SRL	Jan 2007/Mar 2016	Romania	Property- owning	100%
89.	Olsztyn Property sp.z.o.o.~	Feb 2011/Jul 2017	Poland	Property- owning	100%
90.	Otopeni Warehouse and Logistics SRL	Sep 2010	Romania	Property- owning	100%
91.	Piotrków Property sp.z.o.o. ~	Feb 2011/Jul 2017	Poland	Property- owning	100%
92.	Platan Property sp.z.o.o. ~	Jul 2015/Jul 2017	Poland	Property- owning	100%
93.	Ploiesti Shopping City SRL *	Dec 2010/Feb 2012	Romania	Property- owning	50%
94.	Plovdiv Project 1 EOOD	Feb 2018/Apr 2018	Bulgaria	Property- owning	100%
95.	Pogoria Property sp.z.o.o.~	Jun 2014/Jul 2017	Poland	Property- owning	100%
96.	Promenada Mall Bucuresti SRL	Oct 2005/Oct 2014	Romania	Property- owning	100%
97.	Ramnicu Valcea Shopping City SRL	Aug 2014	Romania	Property- owning	100%
98.	Real Estate Asset Management SRL	Jul 2014	Romania	Services	100%
99.	Retail Park Pitesti SRL	Jan 2010	Romania	Property- owning	100%
100.	Rockcastle Europe Limited~	May 2014/July 2017	Mauritius	Holding	100%

No.	Subsidiary/joint venture	Incorporation/date became subsidiary or joint venture	Country of incorporation	Principal activity	Effective interest
101.	Rockcastle Global Real Estate Company UK Limited~	Sep 2014/Jul 2017	UK	Services	100%
102.	Rockcastle Global Real Estate Holdings B.V.~	Oct2013/Jul 2017	Netherlands	Holding	100%
103.	Rockcastle Global Securities Limited~	Oct 2016/Jul 2017	Mauritius	Services	100%
104.	Rockcastle Poland sp.z.o.o. ~	Jul 2015/Jul 2017	Poland	Services	100%
105.	Rockcastle UK Property SPV Limited~	Oct 2014/Jul2017	Mauritius	Property-owning	100%
106.	Satu Mare Shopping City SRL (previously named Nepi Fifteen Real Estate Administration SRL)	Jan 2014	Romania	Property-owning	100%
107.	SCP s.r.o.	Apr 2006/Jul 2016	Slovakia	Property-owning	100%
108.	SEK d.o.o.	Jul 2007/Oct 2014	Serbia	Property-owning	100%
109.	Serenada Property sp. z o.o. ~	Apr 2017/Jul 2017	Poland	Property-owning	100%
110.	Severin Shopping Center SRL	Oct 2012	Romania	Property-owning	100%
111.	Shopping City Piatra Neamt SRL	Jan 2014	Romania	Property-owning	100%
112.	Sibiu Shopping City 2 SRL	Aug 2008/Mar 2016	Romania	Property-owning	100%
113.	Shopping City Timisoara SRL	Jun 2012	Romania	Property-owning	100%
114.	Sofia Commercial Centre EOOD	Dec 2013	Bulgaria	Holding	100%
115.	Symmetry Arena Kft	Aug 2017	Hungary	Property-owning	100%
116.	Targu Jiu Development SRL	Oct 2012	Romania	Property-owning	100%
117.	Targu Mures Shopping City SRL	Feb 2016	Romania	Property-owning	100%
118.	Timisoara City Business Center One SRL	Jan 2012	Romania	Property-owning	100%
119.	Timisoara Office Building SRL	Jan 2012	Romania	Property-owning	100%
120.	Tummam Kft	Dec 2016/Sep 2018	Hungary	Property-owning	100%
121.	Uždaroji akcinė bendrovė Ozantis	Oct 2003/May 2018	Lithuania	Property-owning	100%
122.	Vulcan Residential Park SRL (previously named Nepi Eighteen Property Services SRL)	Feb 2016	Romania	Property-owning	100%
123.	Vulcan Value Centre SRL	Apr 2012/Sep 2013	Romania	Property-owning	100%
124.	Zielona Góra Property sp.z.o.o.~	Dec 2011/Jul 2017	Poland	Property-owning	100%

*joint venture companies

Ongoing arbitration proceeding

In October 2017, one of the Guarantor's subsidiaries (the "SPV") entered into an agreement in relation to the conditional acquisition of an operating shopping center and a related development. On 1 January 2019, upon the lapse of the respective transaction's long stop date, the SPV notified the counterparty that it had exercised its right to terminate the transaction as the long stop date had passed and certain conditions precedent had not been met. The counterparty consequently initiated arbitration proceedings against the SPV and another Group company acting as guarantor claiming a contractual penalty in the amount of €30 million. The Guarantor, following legal advice received on the matter, is confident that the SPV has lawfully terminated the agreement and therefore both defendants have a solid defense against the would-be sellers' claim. Despite the above, the arbitration proceedings and their outcome (similarly to litigation proceedings) are subject to the independent deliberation of the arbiters engaged with the dispute.

DIRECTORS OF THE GUARANTOR AND GROUP EXECUTIVE MANAGEMENT

Corporate governance

The Group is fully compliant with the King IV Report on Corporate Governance in South Africa as required for companies listed on the main board of the JSE.

The Guarantor has a balanced Board structure, with five independent non-executive Directors, two non-independent non-executive directors, and three executive directors, and Board committees comprising an investment committee ("**Investment Committee**"), audit committee, risk committee, remuneration committee, nomination committee, a social and ethics committee and a special sub-committee to address its ongoing duties towards all stakeholders. The Board provides oversight and acts as a final decision-making body in certain areas.

The Guarantor applies best practices in terms of a code of ethics and compliance and has regular, consistent and transparent communication with shareholders and debt holders. The Group's strategic plan is developed in detail.

The Group maintains a conservative business and financial risk approach in terms of its capital structure, liquidity and investment policies. The Group uses derivative instruments conservatively and maintains a track record of covenant compliance as well as compliance with the requirements of each stock exchange on which the Guarantor is listed.

Board of Directors

The Guarantor's Board of Directors (the "**Board**") comprises ten directors of whom three are executive and seven are non-executive (two of them being qualified as non-independent) ("**Directors**").

At the date of this Base Prospectus, the Board consists of the following Directors:

Name	Function	Position held since
Alexandru Morar	Chief Executive Officer	15 May 2017
Mirela Covasa	Chief Financial Officer	15 May 2017
Marek Pawel Noetzel	Executive Director	15 May 2017
Robert Reinhardt Emslie	Independent Non-Executive Chairman	15 May 2017/28 August 2018 (Chairman)
Antoine Dijkstra	Independent Non-Executive Director	15 May 2017
Andre van der Veer	Independent Non-Executive Director	15 May 2017
George Aase	Independent Non-Executive Director	28 August 2018
Andreas Klitten	Independent Non-Executive Director	17 April 2019
Steven Brown	Non-Independent Non-Executive Director	28 April 2020
Andries de Lange	Non-Independent Non-Executive Director	27 May 2020
Sipho Vuso Majija	Alternate Director to Steven Brown	28 April 2020

The positions of Independent Non-Executive Chairman and that of Chief Executive Officer are separate, with the Independent Non-Executive Chairman being an independent non-executive director. The Independent Non-Executive Chairman oversees the Board's functioning and the Chief Executive Officer leads the executive team and attends to the day-to-day functions of the business.

The following are short profiles of the members of the Board:

Executive Directors

Alexandru Morar began his career at Julius Baer Investment Bank in New York and later joined the financial advisory practice of Deloitte Romania, working on large projects and M&A transactions. He joined NEPI upon its founding in 2007 and was initially involved in operational and reporting activities. He later assumed leadership of NEPI's investment programme throughout CEE. He was appointed Executive Director in 2013 and Chief Executive Officer in August 2015. During his tenure, NEPI's portfolio grew significantly and diversified across many CEE geographies. Mr. Morar has managed NEPI Rockcastle through further expansion, while ensuring that the asset management platform is enhanced to match portfolio growth.

Mirela Covasa, with over 18 years of experience in accounting and finance, is responsible for the financial management of NEPI Rockcastle. Prior to NEPI, she spent eight years with PricewaterhouseCoopers, most recently as a Senior Manager, where she was responsible for audit assignments in various industries in Romania, Slovenia and India. She joined NEPI in February 2012 as Finance Manager and became Chief Financial Officer in February 2015. During her tenure, the Group shifted its financing approach from asset-based borrowing to capital markets funding and group-level unsecured debt, which resulted in significantly lower cost of funding.

Marek Pawel Noetzel has been active on the Polish retail real estate market since 2002, gaining his professional experience in Cushman & Wakefield. As Head of the Retail Department, he was responsible for commercialization, development, asset management, investment and financial consultancy services working for multiple international and national clients. Mr. Noetzel joined Rockcastle Global Real Estate in 2016 and played an important role in establishing the structure of the office in Poland and expanding it abroad. He was appointed as an Executive Director of NEPI Rockcastle on 15 May 2017 and he is currently responsible for asset management of the Western portfolio and supports the acquisition of properties in Poland, Hungary, Slovakia and Czech Republic.

Non-Executive Directors

Robert Reinhardt Emslie is a Chartered Accountant, with more than 30 years experience in the financial services and property management sectors. He held various positions within the ABSA Group during a period of 21 years, more recently as Head of ABSA Corporate and Business Bank, Head of ABSA Africa and member of ABSA Group's Executive Committee. Mr. Emslie retired in 2009 and currently holds chairmanship and non-executive directorship positions in various private and public companies. Mr. Emslie was appointed non-Executive Director of NEPI in 2016 and the Chair of the Remuneration Committee. He was appointed as independent non-Executive Director of NEPI Rockcastle on 15 May 2017 and Chairman of the Board on 28 August 2018.

Antoine Dijkstra started his career at Credit Agricole in Rotterdam, Paris and Frankfurt. Mr. Dijkstra has extensive experience in banking and investment management, with a focus on public sector related entities and financial institutions. He held various board and managing roles within AIG, NIBC (Netherlands), Harcourt Investment Management (Zurich), JPMorgan/Bear Stearns (UK) and Gulf International Bank (Bahrain). Currently he is senior advisor to several companies, member of the board of trustees of SMU University and member of the executive committee of Cox School of business in Texas, USA. Mr. Dijkstra was appointed as independent non-Executive Director of NEPI in 2016 and independent non-Executive Director of NEPI Rockcastle on 15 May 2017.

Andre van der Veer joined Merchant Bank, after completing a Masters degree in Banking and Economics during 1991, and later Rand Merchant Bank where he founded the agricultural commodities and derivatives trading group in 1995. He headed the trading, derivatives structuring and proprietary trading teams and in 2003 joined the RMB Equity Global Markets team. He became Head of RMB Equity Proprietary Trading desk in 2009, with a mandate to invest in debt and equity instruments globally. Mr. van der Veer founded Foxhole Capital during 2012 as a family office specialising in global real estate securities in listed and private equity markets. He was a non-Executive Director of Rockcastle from 2014 to 2017, and also the Chair of Rockcastle's Investment Committee. Mr. van der Veer was appointed as independent non-Executive Director of NEPI Rockcastle on 15 May 2017.

George Aase is an experienced CFO in publicly traded real estate firms, technology companies and Fortune 100 U.S. multinational industrial firms. He is a senior finance executive with extensive experience in leadership roles. His core specialties include corporate finance, capital markets, IPO transactions, debt financing, international financial operations, international finance and controlling, and investor relations, with over 12 years' experience in the real estate sector. He led three major initial public offerings in London, Zurich and Frankfurt. Mr. Aase also possesses extensive financing and debt restructuring experience and has managed various portfolios connected with major acquisitions and underwriting. Mr. Aase was appointed as independent non-Executive Director of NEPI Rockcastle on 28 August 2018.

Andreas Kling has more than 25 years of experience in the financial services sector, most of which in Banking in Central Eastern Europe and CIS. He held various senior positions within Investment Banking at Lazard, Frankfurt and JPMorgan, London. Thereafter, he became Head of Group Development of Erste Group, Vienna and Deputy CEO of Erste Bank, Kiev. He has been working as an independent adviser since 2013. Since 2005 Mr. Kling served as a Supervisory Board member or a non-Executive Director in 14 institutions in 11 different countries in Central Eastern Europe and the Commonwealth of Independent States (CIS). He was appointed as an independent non-Executive Director of NEPI Rockcastle on 17 April 2019.

Steven Brown has a background within the property industry, commencing as a listed property analyst in 2008 for Corovest. Following this, he joined Standard Bank's Global Markets division in the equity derivatives finance team and thereafter joined the South African real estate division focusing on structured lending and equity transactions. Since 2013, Mr Brown has been involved with a number of listed real estate companies focusing on deal origination and structuring. Mr Brown currently acts as Chief Executive Officer and Managing Director of Fortress REIT Limited, a company that he joined in December 2015, following the acquisition by Fortress REIT Limited of Capital Property Fund. He was appointed as non-independent non-Executive director of NEPI Rockcastle on 28 April 2020.

Andries de Lange joined the Industrial Development Corporation of South Africa Limited after qualifying as a Chartered Accountant, and then Nedbank Limited where he gained experience in debt finance, debt and equity restructurings and private equity. He joined Resilient REIT Limited, a South African based property focused company which listed on the JSE, in 2004, holding several positions including as Financial Director between 2006 and 2011, and thereafter Chief Operating Officer from 2011 until 2020. Mr. de Lange is a Chartered Accountant in South Africa and a Chartered Financial Analyst. He was appointed as non-independent non-Executive director of NEPI Rockcastle on 27 May 2020.

Sipho Vuso Majija has extensive experience in property and asset management of commercial, industrial and retail properties gained over a period of 13 years. Mr Majija manages Fortress' retail portfolio, including aspects related to developments, re-developments, extensions, national tenant relations, acquisitions and disposals. He has also previously served on the board of Pangbourne Properties Limited as an alternate director. His academic credentials include a Diploma in Civil Engineering, a BSc (Hons) in Property Studies and an MBA Degree from Gordon Institute of Business Science. He was appointed as Alternate Director on 28 April 2020.

The business addresses of the Directors are as follows:

Name	Address
Alexandru Morar	Anglo International House, 2nd floor, Lord Street, Douglas, IM1 4LN; Floreasca Business Park, Building A, 5th Floor, 169A Calea Floreasca, Bucharest 1, 014459, Romania
Mirela Covasa	Anglo International House, 2nd floor, Lord Street, Douglas, IM1 4LN; Floreasca Business Park, Building A, 5th Floor, 169A Calea Floreasca, Bucharest 1, 014459, Romania
Marek Pawel Noetzel	Anglo International House, 2nd Floor, Lord Street, Douglas, IM1 4LN; 1st Floor Cosmopolitan Building, 4 Twarda Street, 00-105, Warsaw, Poland
Robert Reinhardt Emslie	Beaulieu Farm, Annandale Road, Stellenbosch, South Africa
Antoine Dijkstra	Parkzicht, Vossiusstraat 59, 1071AK Amsterdam, The Netherlands
Andre van der Veer	20 Summit Place, Fifth Road, Halfway Gardens, Midrand 1685, South Africa
George Aase	Rohnenrainweg 14, 8835 Feusisberg, Switzerland
Andreas Klingen	Marburger Straße 5, 10789 Berlin, Germany
Steven Brown	Block C, Cullinan Place, 35 Cullinan Close, Morningside, Sandton , 2196, South Africa
Andries de Lange	8 Oxford Street, Midstream Estate, 1692, South Africa
Sipho Vuso Majija	Block C, Cullinan Place, Cullinan Close, Morningside, JHB, South Africa, 2196

Potential Conflicts of Interests

There are no potential conflicts of interest between the duties owed by the Directors to the Guarantor and their private interests or other duties.

MAJOR SHAREHOLDERS

The Guarantor's share capital authorised for issue is 2,000,000,000 ordinary shares. The shares are governed by the laws of the Isle of Man.

The following table sets forth the ownership of the Guarantor's shares as at 31 December 2019: a total number of 599,797,201 ordinary shares were in issue, of which 262,344,494 ordinary shares (43.7 per cent. of the issued ordinary shares) are held by the three largest shareholders, and of which 12,171,887 ordinary shares (2.0 per cent. of the issued ordinary shares) are held by the Directors and the employees.

Major shareholders	Ordinary shares owned at the latest practicable date (number of shares)	Share of total number of ordinary shares in issue (percentage)
Fortress REIT Limited	140,000,000	23.3
Resilient REIT Limited.....	75,522,449	12.6
Public Investment Corporation.....	46,822,045	7.8
Directors and employees.....	12,171,887	2.0
More than 10,000 public shareholders.....	325,280,820	54.3
Total.....	599,797,201	100.0

Fortress REIT Limited is a property fund established in 2009 and listed on the JSE that invests directly and indirectly in property, with earnings derived from rentals and the distributions from a portfolio of listed property securities. The direct property portfolio is predominantly focused on retail centres serving the commuter market.

Resilient REIT Limited is a South-African Real Estate Investment Trust, which has been listed on the JSE since December 2002. It owns a portfolio of dominant regional malls and shopping centres.

Established in 1911, the Public Investment Corporation Limited ("**PIC**") is one of the largest asset managers in Africa. According to its annual report for 2019, PIC manages assets of approximately EUR 123 billion as of 31 March 2019. PIC's ultimate holding company is the National Government of the Republic of South Africa, with the Minister of Finance as shareholder representative. (Source: *Public Investment Corporation Integrated Annual Report 2019*).

All the Guarantor's shareholders hold equal voting rights for each held share.

The Guarantor is not directly or indirectly owned or controlled by another corporation. The Guarantor is not aware of any arrangement that may result in a change of control.

TAXATION

The following summaries do not purport to be a comprehensive description of all tax considerations that could be relevant for Noteholders. These summaries are intended as general information only and each prospective Noteholders should consult a professional tax adviser with respect to the tax consequences of an investment in the Notes. These summaries are based on tax legislation and published case law in force as of the date of this document. They do not take into account any developments or amendments thereof after that date, whether or not such developments or amendments have retroactive effect.

Taxation in the Netherlands

The following summary of certain Dutch taxation matters is based on the laws and practice in force as of the date of this Base Prospectus and is subject to any changes in law and the interpretation and application thereof, which changes could have retroactive effect. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of Notes, and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules.

For the purpose of the paragraph "*Taxes on Income and Capital Gains*" below it is assumed that a holder of Notes, being an individual or a non-resident entity, does not have a substantial interest (*aanmerkelijk belang*), or – in the case of such holder being an entity – a deemed substantial interest, in the Issuer and that no connected person (*verbonden persoon*) to the holder has or will have a substantial interest in the Issuer.

Generally speaking, an individual has a substantial interest in a company if (a) such individual, either alone or together with his partner, directly or indirectly has, or is deemed to have or (b) certain relatives of such individual or his partner directly or indirectly have or are deemed to have (i) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5 per cent. or more of either the total issued and outstanding capital of such company or the issued and outstanding capital of any class of shares of such company, or (ii) the ownership of, or certain rights over, profit participating certificates (*winstbewijzen*) that relate to 5 per cent. or more of either the annual profit or the liquidation proceeds of such company.

Generally speaking, a non-resident entity has a substantial interest in a company if such entity, directly or indirectly has (i) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5 per cent. or more of either the total issued and outstanding capital of such company or the issued and outstanding capital of any class of shares of such company, or (ii) the ownership of, or certain rights over, profit participating certificates (*winstbewijzen*) that relate to 5 per cent. or more of either the annual profit or the liquidation proceeds of such company. An entity has a deemed substantial interest in a company if such entity has disposed of or is deemed to have disposed of all or part of a substantial interest on a non-recognition basis.

For the purpose of this summary, the term "entity" means a corporation as well as any other person that is taxable as a corporation for Dutch corporate tax purposes.

Where this summary refers to a holder of Notes, an individual holding Notes or an entity holding Notes, such reference is restricted to an individual or entity holding legal title to as well as an economic interest in such Notes or otherwise being regarded as owning Notes for Dutch tax purposes. It is noted that for purposes of Dutch income, corporate, gift and inheritance tax, assets legally owned by a third party such as a trustee, foundation or similar entity, may be treated as assets owned by the (deemed) settlor, grantor or similar originator or the beneficiaries in proportion to their interest in such arrangement.

Where the summary refers to "the Netherlands" or "Dutch" it refers only to the European part of the Kingdom of the Netherlands.

Where this summary refers to Notes, such reference includes Coupons.

Investors should consult their professional advisers on the tax consequences of their acquiring, holding and disposing of Notes.

Withholding Tax

All payments of principal and interest by the Issuer under the Notes and all guarantee payments by the Guarantor under the Guarantee of the Notes and the Coupons can be made without withholding or deduction of any taxes of whatever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing

authority thereof or therein. However, as of 1 January 2021 Dutch withholding tax may apply on certain (deemed) payments of interest made to an affiliated (*gelieerde*) entity of the Issuer and/or the Guarantor if such entity (i) is considered to be resident (*gevestigd*) in a jurisdiction that is listed in the yearly updated Dutch Regulation on low-taxing states and non-cooperative jurisdictions for tax purposes (*Regeling laagbelastende staten en niet-coöperatieve rechtsgebieden voor belastingdoeleinden*), or (ii) has a permanent establishment located in such jurisdiction to which the interest is attributable, or (iii) is entitled to the interest payable for the main purpose or one of the main purposes to avoid taxation for another person, or (iv) is a hybrid entity, or (v) is not resident in any jurisdiction, all within the meaning of the Withholding Tax Act 2021 (*Wet bronbelasting 2021*).

Taxes on Income and Capital Gains

Resident Entities

An entity holding Notes which is or is deemed to be resident in the Netherlands for corporate tax purposes and which is not tax exempt, will generally be subject to Dutch corporate tax in respect of income or a capital gain derived from the Notes at the prevailing statutory rates (up to 25 per cent. in 2020).

Resident Individuals

An individual holding Notes who is or is deemed to be resident in the Netherlands for Dutch income tax purposes will be subject to Dutch income tax in respect of income or a capital gain derived from the Notes at the prevailing statutory rates (up to 49.50 per cent. in 2020) if:

- (a) the income or capital gain is attributable to an enterprise from which the holder derives profits (other than as a shareholder); or
- (b) the income or capital gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) as defined in the Income Tax Act (*Wet inkomstenbelasting 2001*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

If neither condition (a) nor (b) applies, such individual will generally be subject to Dutch income tax on the basis of a deemed return, regardless of any actual income or capital gain derived from the Notes. For 2020 the deemed return ranges from 1.79 per cent. to 5.28 per cent. of the value of the individual's net assets as at the beginning of the relevant fiscal year (including the Notes). The applicable percentages will be updated annually on the basis of historic market yields. Subject to application of certain allowances, the deemed return will be taxed at the prevailing statutory rate (30 per cent. in 2020).

Non-residents

A holder of Notes which is not and is not deemed to be resident in the Netherlands for the relevant tax purposes will not be subject to Dutch taxation on income or a capital gain derived from the Notes unless:

- (a) the income or capital gain is attributable to an enterprise or part thereof which is either effectively managed in the Netherlands or carried on through a permanent establishment (*vaste inrichting*) or a permanent representative (*vaste vertegenwoordiger*) taxable in the Netherlands and the holder derives profits from such enterprise (other than by way of the holding of securities); or
- (b) the holder is an individual and the income or capital gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) in the Netherlands as defined in the Income Tax Act (*Wet inkomstenbelasting 2001*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

Gift and Inheritance Taxes

Dutch gift or inheritance taxes will not be levied on the occasion of the transfer of Notes by way of gift by, or on the death of, a holder of Notes, unless:

- (a) such holder is or is deemed to be resident in the Netherlands for the purpose of the relevant provisions; or

- (b) the transfer is construed as an inheritance or gift made by, or on behalf of, a person who, at the time of the gift or death, is, or is deemed to be, resident in the Netherlands for the purpose of the relevant provisions.

Value Added Tax

There is no Dutch value added tax payable by a holder of Notes in respect of payments in consideration for the acquisition of the Notes, payments of principal or interest under the Notes, or payments in consideration for a disposal of the Notes.

Other Taxes and Duties

There is no Dutch registration tax, stamp duty or any other similar Dutch tax or duty payable in the Netherlands by a holder of Notes in respect of, or in connection with, the execution, delivery and/or enforcement by legal proceedings (including any foreign judgment in the courts of the Netherlands) of the Notes or the performance of the Issuer's obligations under the Notes.

Residence

A holder of Notes will not be and will not be deemed to be resident in the Netherlands for Dutch tax purposes and, subject to the exceptions set out above, will not otherwise become subject to Dutch taxation, by reason only of the acquiring, holding or disposing of Notes, or the execution, performance, delivery and/or enforcement of Notes.

Taxation in the Isle of Man

Tax Residence in the Isle of Man

The Guarantor is resident for taxation purposes in the Isle of Man by virtue of being incorporated in the Isle of Man and is not resident in the UK or elsewhere for taxation purposes.

Zero Rate of Corporate Income Tax in the Isle of Man

The standard rate of corporate income tax in the Isle of Man is zero per cent.

However, with effect from 6 April 2006 a ten per cent. rate of tax applies to income received by a company from banking business and to income received by a company from land and property in the Isle of Man.

With effect from 6 April 2015 the rate of tax applying to income from land and property in the Isle of Man was increased to twenty per cent.

A ten per cent. rate of tax also applies to companies which carry on retail business in the Isle of Man and have taxable income of more than GBP 500,000 from such business.

As it does not receive income from these sources, the Guarantor is liable to income tax at a rate of zero per cent. on its profits.

Withholding Tax in the Isle of Man

As the Guarantor is liable to income tax at a rate of zero per cent. in the Isle of Man, it is not required to withhold tax from the payment of any amount due from the Guarantor under the terms of the Guarantee of the Notes.

Capital, Stamp and Inheritance Taxes in the Isle of Man

The Isle of Man has a regime for the taxation of income, but there are no capital gains taxes, stamp taxes or inheritance taxes in the Isle of Man.

There are no Isle of Man registration taxes, stamp duty or similar taxes or duty (other than court fees) payable in the Isle of Man in respect of the payment of any amounts due from the Guarantor under the Guarantee of the Notes.

The proposed financial transactions tax (the "FTT")

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (each, other than Estonia, a "**participating Member State**"). However, Estonia has since ceased to participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in certain financial instruments (including secondary market transactions) in certain circumstances.

Under the Commission's Proposal, the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in certain financial instruments where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

Prospective holders of such financial instruments are advised to seek their own professional advice in relation to the FTT.

FATCA

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including the Netherlands and the Isle of Man) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, neither the Issuer nor the Guarantor will be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE

Summary of Dealer Agreement

Subject to the terms and on the conditions contained in an amended and restated dealer agreement dated on or around the date of this Base Prospectus (the "**Dealer Agreement**") between the Issuer, the Guarantor, the Permanent Dealers and the Arranger, the Notes will be offered on a continuous basis by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Issuer has agreed to reimburse the Arranger for expenses incurred in connection with the update of the Programme and the Dealers for certain of their activities in connection with the Programme. The commissions in respect of an issue of Notes on a syndicated basis will be stated in the relevant Final Terms.

The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

Selling Restrictions

United States

The Notes and the Guarantee have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Bearer Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations thereunder.

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that, except as permitted by the Dealer Agreement, it will not offer, sell or, in the case of Bearer Notes, deliver the Notes and the Guarantee (i) as part of their distribution at any time or (ii) otherwise until 40 days after completion of the distribution of any identifiable tranche of which such Notes are a part, as determined, and certified to the Issuer, by the relevant Dealer, or in the case of Notes issued on a syndicated basis, the relevant lead manager, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Notes and the Guarantee during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes and the Guarantee within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of any identifiable tranche of Notes and the Guarantee, an offer or sale of Notes or the Guarantee within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

An issuance of Exempt Notes may also be subject to such additional United States selling restrictions as the Issuer and the relevant Dealer may agree as a term of the issuance and purchase of such Notes, which additional selling restrictions shall be set out in the applicable Pricing Supplement.

Prohibition of Sales to EEA and UK Retail Investors

Unless the Final Terms or Pricing Supplement (as the case may be) in respect of any Notes specifies the "Prohibition of Sales to EEA and UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms or

Pricing Supplement (as the case may be) in relation thereto to any retail investor in the EEA or in the UK. For the purposes of this provision:

The expression "retail investor" means a person who is one (or more) of the following:

- (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
- (ii) a customer within the meaning of Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (i) in relation to any Notes which have a maturity of less than one year, (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (b) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of section 19 of the FSMA by the Issuer;
- (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and
- (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

The Isle of Man

Any offer for subscription, sale or exchange of the Notes within the Isle of Man must be made (i) by an Isle of Man financial services licence holder licensed under section 7 of the Isle of Man Financial Services Act 2008 (as amended) to do so or (ii) in accordance with any relevant exclusion contained in the Regulated Activities Order 2011 (as amended) or exemption contained in the Financial Services (Exemptions) Regulations 2011 (as amended).

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**Financial Instruments and Exchange Act**"). Accordingly, each of the Dealers has represented and agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, a resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident in Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws and regulations of Japan.

The Netherlands

Zero Coupon Notes in definitive bearer form and other Notes in definitive bearer form on which interest does not become due and payable during their term but only at maturity (savings certificates or *spaarbewijzen* as defined in The Netherlands Savings Certificates Act (*Wet inzake spaarbewijzen*, the "**SCA**")) may only be transferred and accepted, directly or indirectly, within, from or into The Netherlands through the mediation of either the Issuer or a member of Euronext Amsterdam N.V. with due observance of the provisions of the SCA and its implementing regulations (which include registration requirements). No such mediation is required, however, in respect of (i) the initial issue of such Notes to the first holders thereof, (ii) the transfer and acceptance by individuals who do not act in the conduct of a profession or business and (iii) the issue and trading of such Notes if they are physically issued outside The Netherlands and are not immediately thereafter distributed in The Netherlands.

As used herein "**Zero Coupon Notes**" are Notes that are in bearer form and that constitute a claim for a fixed sum against the Issuer and on which interest does not become due during their tenor or on which no interest is due whatsoever

Republic of Italy

The offering of the Notes has not been registered with the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of this Base Prospectus or of any other document relating to any Notes be distributed in Italy, except, in accordance with any Italian securities, tax and other applicable laws and regulations.

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered, sold or delivered, and will not offer, sell or deliver any Notes or distribute any copy of this or any other document relating to the Notes in Italy except:

- a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 100 of Legislative Decree no. 58 of 24 February 1998 (the "**Financial Services Act**") and Article 34-ter, paragraph 1, letter (b) of CONSOB regulation No. 11971 of 14 May 1999 (the "**Issuers Regulation**"), all as amended from time to time; or
- b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Financial Services Act and Issuers Regulation.

In any event, any offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus or any other document relating to the Notes in Italy under paragraphs (a) or (b) above must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Financial Services Act, Legislative Decree No. 385 of 1 September 1993 (the "**Banking Act**") and CONSOB Regulation No. 20307 of 15 February 2018, all as amended from time to time;
- (ii) in compliance with Article 129 of the Banking Act, as amended from time to time, and the implementing guidelines of the Bank of Italy, as amended from time to time; and
- (iii) in compliance with any other applicable laws and regulations, including any limitation or requirement which may be imposed from time to time by CONSOB or the Bank of Italy or other competent authority.

Investors should note that, in accordance with Article 100-bis of the Financial Services Act, where no exemption from the rules on public offerings applies under paragraphs (a) and (b) above, the subsequent distribution of the Notes on the secondary market in Italy must be made in compliance with the public offer and the prospectus requirement rules provided under the Financial Services Act and the Issuers Regulation. Furthermore, where no exemption from the rules on public offerings applies, the Notes which are initially offered and placed in Italy or abroad to professional investors only but in the following year are "systematically" distributed on the secondary market in Italy become subject to the public offer and the prospectus requirement rules provided under the Financial Services Act and the Issuers Regulation. Failure to comply with such rules may result in the sale of such Notes being declared null and void and in the liability of the intermediary transferring the financial instruments for any damages suffered by the purchasers of Notes who are acting outside of the course of their business or profession.

General

These selling restrictions may be modified by the agreement of the Issuer, the Guarantor and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in the Final Terms issued in respect of the issue of Notes to which it relates or in a supplement to this Base Prospectus.

No representation is made that any action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Base Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed that it shall, to the best of its knowledge in all material respects, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in

its possession or distributes the Base Prospectus, any other offering material or any Final Terms, in all cases at its own expense.

FORM OF FINAL TERMS

The form of Final Terms that will be issued in respect of each Tranche, subject only to the deletion of non-applicable provisions, is set out below:

Final Terms dated [●]

NE PROPERTY B.V.
Guaranteed by
NEPI ROCKCASTLE PLC
Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the €[●]Guaranteed Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

[IMPORTANT – PROHIBITION OF SALES TO EEA OR UK RETAIL INVESTORS] - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**") or in the United Kingdom (the "**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the Insurance Distribution Directive), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (the "**PRIIPS Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPS Regulation.]

[MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET] – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")] [MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 6 July 2020 [and the supplement(s) to it dated [●]] which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information. Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus has been published on the website of the Group (<https://nepirockcastle.com/>) and the website of Euronext Dublin (www.ise.ie).]

[The following alternative language applies if the first tranche of an issue which is being increased was issued under a base prospectus with an earlier date]

[Terms used herein shall be deemed to be defined as such for the purposes of the conditions set forth in the Base Prospectus dated 15 November 2017 which are incorporated by reference into the base prospectus dated 6 July 2020 (the "**Conditions**"). This document constitutes the Final Terms of the Notes described herein for the purposes of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") and must be read in conjunction with the Base Prospectus dated 6 July 2020 [and the supplement[s] to it dated [] [and []]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**") in order to obtain all the relevant information, save in respect of the Conditions which are extracted from the Base Prospectus dated 15 November 2017. The Base Prospectus has been published on the website of the Group (<https://nepirockcastle.com/>) and the website of Euronext Dublin (www.ise.ie).]

(Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs (in which case the subparagraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.)

1.
 - (i) Issuer: NE Property B.V.
 - (ii) Guarantor: NEPI Rockcastle plc
2.
 - (i) Series Number: [●]
 - (ii) Tranche Number: [●]
 - (iii) Date on which the Notes become fungible: [Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the *[insert description of the Series]* on *[insert date]*/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph [24] below [which is expected to occur on or about *[insert date]*]].]
3. Specified Currency or Currencies: [●]
4. Aggregate Nominal Amount: [●]
 - (i) Series: [●]
 - (ii) Tranche: [●]
5. Issue Price: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (if applicable)]
6.
 - (i) Specified Denominations: [●]
 - (ii) Calculation Amount: [●]
7.
 - (i) Issue Date: [●]
 - (ii) Interest Commencement Date: [*Specify*/Issue Date/Not Applicable]
8. Maturity Date: [*Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year*]
9. Interest Basis:

[[●] per cent. Fixed Rate]

[[●] month [LIBOR/EURIBOR/ROBOR]] +/- • per cent. Floating Rate]

[Zero Coupon]

(See paragraph [14/15/16] below)
10. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100] per cent. of their nominal amount.
11. Change of Interest Basis: [*Specify the date when any fixed to floating rate change occurs or refer to paragraphs 14 and 15 below and identify there*/Not Applicable]

12. Put/Call Options: [Make-whole call]
[Call Option]
[Put Option]
[Change of Control]
[Clean-Up Call Option]
See paragraph [17/18/19/20/21] below)]
13. [Date [Board] approval for issuance of Notes and Guarantee obtained: [●] [and [●], respectively]]
(N.B Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes or related Guarantee)]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate[(s)] of Interest: [●] per cent. per annum payable in arrear on each Interest Payment Date]
- (ii) Interest Payment Date(s): [●] in each year
- (iii) Fixed Coupon Amount[(s)]: [●] per Calculation Amount
- (iv) Broken Amount(s): [●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]
- (v) Day Count Fraction: [Actual/Actual] [Actual/Actual – ISDA]
[Actual/365 (Fixed)]
[Actual/365 (Sterling)]
[Actual/360]
[30/360] [360/360] [Bond Basis]
[30E/360] [Eurobond Basis]
[30E/360 (ISDA)]
[Actual/Actual-ICMA]
- (vi) [Determination Dates: [●] in each year *(insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))*]
- (vii) [Step Up Rating Adjustment:] [Applicable/Not Applicable]
(If not applicable, delete the following subparagraph)]
- (viii) [Step Up Rate:] [[●] per annum]

15. **Floating Rate Note Provisions**

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Interest Period(s): [[●] [, subject to adjustment in accordance with the Business Day Convention set out in (iv) below/, not subject to any adjustment[, as the Business Day Convention in (v) below is specified to be Not Applicable]]]
- (ii) Specified Interest Payment Dates: [[●] in each year[, subject to adjustment in accordance with the Business Day Convention set out in (iv) below/, not subject to any adjustment[, as the Business Day Convention in (v) below is specified to be Not Applicable]]
- (iii) Interest Period Date: [Not Applicable]/ [[●] in each year[, subject to adjustment in accordance with the Business Day Convention set out in (v) below/, not subject to any adjustment[, as the Business Day Convention in (v) below is specified to be Not Applicable]]
- (iv) First Interest Payment Date: [●]
- (v) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention]
[Not Applicable]
- (vi) Business Centre(s): [●]
- (vii) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate
Determination/ISDA
Determination]
- (viii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the [Agent]): [●]
- (ix) Screen Rate Determination:
 - Reference Rate: [[●]month [LIBOR/EURIBOR/ROBOR]]
 - Interest Determination Date(s): [●]
 - Relevant Screen Page: [●]
- (x) ISDA Determination:
 - Floating Rate Option: [●]
 - Designated Maturity: [●]
 - Reset Date: [●]

- (xi) [Linear Interpolation: Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
- (xii) Margin(s): [+/-][] per cent. per annum
- (xiii) Minimum Rate of Interest: [●] per cent. per annum
- (xiv) Maximum Rate of Interest: [●] per cent. per annum
- (xv) Day Count Fraction: [Actual/Actual] [Actual/Actual – ISDA] / [Actual/365 (Fixed)] / [Actual/365 (Sterling)] / [Actual/360] / [30/360] [360/360] [Bond Basis] / [30E/360] [Eurobond Basis] / [30E/360 (ISDA)] / [Actual/Actual-ICMA]
- (xvi) [Step Up Rating Adjustment:] [Applicable/Not Applicable]
(If not applicable, delete the following subparagraph)
- (xvii) [Step Up Margin:] [[●] per annum]
16. **Zero Coupon Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Amortisation Yield: [●] per cent. per annum
- (ii) [Day Count Fraction in relation to Early Redemption Amounts: [Actual/Actual] [Actual/Actual – ISDA] / [Actual/365 (Fixed)] / [Actual/365 (Sterling)] / [Actual/360] / [30/360] [360/360] [Bond Basis] / [30E/360] [Eurobond Basis] / [30E/360 (ISDA)] / [Actual/Actual-ICMA]]

PROVISIONS RELATING TO REDEMPTION

17. **Call Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) of each Note: [●] per Calculation Amount
- (iii) If redeemable in part:
- (a) Minimum Redemption Amount: [●] per Calculation Amount
- (b) Maximum Redemption Amount: [●] per Calculation Amount
- (iv) Notice period: [●] days
18. **Put Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)

- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) of each Note: [●] per Calculation Amount
- (iii) Notice period: [●] days
- 19. **Change of Control** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
 - (i) Change of Control Optional Redemption Price: [●] per Calculation Amount
 - (ii) Change of Control Put Period: [●]
 - (iii) Change of Control Put Date: [●]
- 20. **Make-Whole Call** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
 - (i) Notice Period: [●] days
 - (ii) Reference Bond: [●]
 - (iii) Make-Whole Margin: [●]
 - (iv) Make-Whole Time: [●]
- 21. **Clean-Up Call Option** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
 - (i) Clean-Up Redemption Amount: [●] per Calculation Amount
- 22. **Final Redemption Amount of each Note** [●][Par] per Calculation Amount
- 23. **Early Redemption Amount**
 - (i) Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption: [●]/[Par] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- 24. Form of Notes: Bearer Notes:

[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]

[Temporary Global Note exchangeable for Definitive Notes on [●] days' notice]

[Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]

Registered Notes:

[Global Certificate (US\$/€[●] nominal amount) registered in the name of a nominee for [a common depositary for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg]]

25. New Global Note:

[Yes] [No]

26. Financial Centre(s):

[Not Applicable/give details. Note that this paragraph relates to the date of payment, and not the end dates of interest periods for the purposes of calculating the amount of interest, to which sub-paragraph 15(vi) relates]

27. Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature):

[No/Yes. As the Notes have more than 27 coupon payments, talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made.]

28. Relevant Benchmark[s]:

[[specify benchmark] is provided by [administrator legal name]][repeat as necessary]. [As at the date hereof, [[administrator legal name][appears]/[does not appear]][repeat as necessary] in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 (*Register of administrators and benchmarks*) of the Regulation (EU) 2016/1011, as amended]/[As far as the Issuer is aware, as at the date hereof, [specify benchmark] does not fall within the scope of Regulation (EU) 2016/1011, as amended]/[Not Applicable]

THIRD PARTY INFORMATION

[(Relevant third party information) has been extracted from (specify source). Each of the Issuer and the Guarantor confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (specify source), no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of NE Property B.V.:

By:
Duly authorised

Signed on behalf of NEPI Rockcastle plc:

By:
Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the [regulated market of Euronext Dublin and listed on the official list of Euronext Dublin [and the Bucharest Stock Exchange] with effect from [●].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the [regulated market of Euronext Dublin and listed on the official list of Euronext Dublin] [and the Bucharest Stock Exchange] with effect from [●].

(Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)

- (ii) Estimate of total expenses related to admission to trading: [●]

2. RATINGS

- (i) Ratings: [[The Notes to be issued [have been/are expected to be] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]]:

[S&P: [●]]

[[Fitch: [●]]

[[Other]: [●]]

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

(Need to include a description of any interest, including a conflict of interest, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the statement below:)

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer [and the Guarantor] and [its/their] affiliates in the ordinary course of business. *(Amend as appropriate if there are other interests)*]

[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)]

4. **[Fixed Rate Notes only – YIELD]**

- (i) Indication of yield: [●]

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

5. **OPERATIONAL INFORMATION**

- (i) ISIN: [●]

- (ii) Common Code: [●]

- (iii) Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, S.A. and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]

- (iv) Delivery: Delivery [against/free of] payment

- (v) Names and addresses of additional Paying Agent(s) (if any): [●]

- (vi) [Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper)] [include this text for registered notes] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]/

[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper) *[include this text for registered notes]*. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]

6. DISTRIBUTION

- (i) Method of distribution: [Syndicated/Non-syndicated]
- (ii) Prohibition of Sales to EEA and UK Retail Investors: [Applicable/Not Applicable]
(If the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged" products and a key information document will be prepared, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared, "Applicable" should be specified.)
- (iii) If syndicated:
- (iv) (A) Names of Managers: [Not Applicable/give names]
- (v) (B) Stabilisation Manager(s) (if any): [Not Applicable/give names]
- (vi) If non-syndicated, name of Dealer: [Not Applicable/give name]
- (vii) US Selling Restrictions: [Reg. S Compliance Category [1/2/3]; TEFRA C/ TEFRA D/ TEFRA not applicable]

7. REASONS FOR THE OFFER AND ESTIMATED NET AMOUNT OF PROCEEDS

- Reasons for the offer: [•]/[General corporate purposes]/[Green Bonds: an amount equal to the net proceeds of the issue of the Notes will be allocated to finance Eligible Green Projects (*[set out any further required information here]*). See "Use of Proceeds" in the Base Prospectus and the Group's Green Financing Framework].
- Estimated net proceeds: [•]

FORM OF PRICING SUPPLEMENT

The form of Pricing Supplement that will be issued in respect of each Tranche, subject only to the deletion of non-applicable provisions, is set out below:

NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH REGULATION (EU) 2017/1129 FOR THE ISSUE OF THE NOTES DESCRIBED BELOW.

Pricing Supplement dated [●]

NE PROPERTY B.V.
Guaranteed by
NEPI ROCKCASTLE PLC
**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the €[●] Guaranteed Euro Medium Term Note Programme**

PART A – CONTRACTUAL TERMS

[IMPORTANT – PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS] - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA") or in the United Kingdom (the "UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "Insurance Distribution Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.]

[MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET] – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "MiFID II")][MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

Any person making or intending to make an offer of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer.

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 6 July 2020 [and the supplement(s) to it dated [●]] [together] (the "**Base Prospectus**"). This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with the Base Prospectus. Full information on the Issuer, the Guarantor and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus. The Base Prospectus has been published on the website of the Group (<https://nepirockcastle.com/>).]

[The following alternative language applies if the first tranche of an issue which is being increased was issued under a base prospectus with an earlier date]

[Terms used herein shall be deemed to be defined as such for the purposes of the conditions set forth in the Base Prospectus dated 15 November 2017 which are incorporated by reference into the Base Prospectus dated 6 July 2020 (the "**Conditions**"). This document constitutes the Pricing Supplement of the Notes described herein and must be read in conjunction with the Base Prospectus dated 6 July 2020 [and the supplement[s] to it dated [●] [and [●]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), save in respect of the Conditions which are extracted from the Base Prospectus dated 15 November

2017. The Base Prospectus has been published on the website of the Group (<https://nepirockcastle.com/>) and the website of Euronext Dublin (www.ise.ie).]

(Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Pricing Supplement.)

1. (i) Issuer: NE Property B.V.
- (ii) Guarantor: NEPI Rockcastle plc
2. (i) Series Number: [●]
- (ii) Tranche Number: [●]
- (iii) Date on which the Notes become fungible: [Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the *[insert description of the Series]* on *[insert date]*/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph [24] below [which is expected to occur on or about *[insert date]*]].]
3. Specified Currency or Currencies: [●]
4. Aggregate Nominal Amount: [●]
- (i) Series: [●]
- (ii) Tranche: [●]
5. Issue Price: [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (if applicable)]
6. (i) Specified Denominations: [●]
- (ii) Calculation Amount: [●]
7. (i) Issue Date: [●]
- (ii) Interest Commencement Date: [*Specify*/Issue Date/Not Applicable]
8. Maturity Date: [*Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year*]
9. Interest Basis: [[●] per cent. Fixed Rate]
[[●] month [LIBOR/EURIBOR/ROBOR]] +/- • per cent. Floating Rate]
[Zero Coupon]
(See paragraph [14/15/16] below)
10. Redemption/Payment Basis: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100] per cent. of their nominal amount.

11. Change of Interest Basis: *[Specify the date when any fixed to floating rate change occurs or refer to paragraphs 14 and 15 below and identify there/Not Applicable]*
12. Put/Call Options: *[Make-whole call]*
[Call Option]
[Put Option]
[Change of Control]
[Clean-Up Call Option] See paragraph [17/18/19/20/21] below)]
13. [Date [Board] approval for issuance of Notes and Guarantee obtained: *[●]* [and *[●]*, respectively]]
(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes or related Guarantee)]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. **Fixed Rate Note Provisions** *[Applicable/Not Applicable]*
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate[(s)] of Interest: *[●]* per cent. per annum payable in arrear on each Interest Payment Date]
- (ii) Interest Payment Date(s): *[●]* in each year
- (iii) Fixed Coupon Amount[(s)]: *[●]* per Calculation Amount
- (iv) Broken Amount(s): *[●]* per Calculation Amount, payable on the Interest Payment Date falling [in/on] *[●]*
- (v) Day Count Fraction: *[Actual/Actual]* *[Actual/Actual – ISDA]*
[Actual/365 (Fixed)]
[Actual/365 (Sterling)]
[Actual/360]
[30/360] *[360/360]* *[Bond Basis]*
[30E/360] *[Eurobond Basis]*
[30E/360 (ISDA)]
[Actual/Actual-ICMA]
- (vi) [Determination Dates: *[●]* in each year *(insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))]*

(vii) [Step Up Rating Adjustment:]	[Applicable/Not Applicable] <i>(If not applicable, delete the following subparagraph)]</i>
(viii) [Step Up Rate:]	[[●] per cent. per annum]
15. Floating Rate Note Provisions	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining subparagraphs of this paragraph)</i>
(i) Interest Period(s):	[[●] [, subject to adjustment in accordance with the Business Day Convention set out in (iv) below/, not subject to any adjustment[, as the Business Day Convention in (v) below is specified to be Not Applicable]]]
(ii) Specified Interest Payment Dates:	[[●] in each year[, subject to adjustment in accordance with the Business Day Convention set out in (iv) below/, not subject to any adjustment[, as the Business Day Convention in (v) below is specified to be Not Applicable]]
(iii) Interest Period Date:	[Not Applicable]/ [[●] in each year[, subject to adjustment in accordance with the Business Day Convention set out in (v) below/, not subject to any adjustment[, as the Business Day Convention in (v) below is specified to be Not Applicable]]
(iv) First Interest Payment Date:	[●]
(v) Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/ Modified Following Business Day Convention/Preceding Business Day Convention] [Not Applicable]
(vi) Business Centre(s):	[●]
(vii) Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination]
(viii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the [Agent]):	[●]
(ix) Screen Rate Determination:	
• Reference Rate:	[[●]month [LIBOR/EURIBOR/ROBOR]]
• Interest Determination Date(s):	[●]
• Relevant Screen Page:	[●]
(x) ISDA Determination:	
• Floating Rate Option:	[●]

- Designated Maturity: [●]
 - Reset Date: [●]
- (xi) [Linear Interpolation: Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
- (xii) Margin(s): [+/-][] per cent. per annum
- (xiii) Minimum Rate of Interest: [●] per cent. per annum
- (xiv) Maximum Rate of Interest: [●] per cent. per annum
- (xv) Day Count Fraction: [Actual/Actual] [Actual/Actual – ISDA] / [Actual/365 (Fixed)] / [Actual/365 (Sterling)] / [Actual/360] / [30/360] [360/360] [Bond Basis] / [30E/360] [Eurobond Basis] / [30E/360 (ISDA)] / [Actual/Actual-ICMA]
- (xvi) [Step Up Rating Adjustment:] [Applicable/Not Applicable]
(If not applicable, delete the following subparagraph)
- (xvii) [Step Up Rate:] [[●] per cent. per annum]
16. **Zero Coupon Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Amortisation Yield: [●] per cent. per annum
- (ii) [Day Count Fraction in relation to Early Redemption Amounts: [Actual/Actual] [Actual/Actual – ISDA] / [Actual/365 (Fixed)] / [Actual/365 (Sterling)] / [Actual/360] / [30/360] [360/360] [Bond Basis] / [30E/360] [Eurobond Basis] / [30E/360 (ISDA)] / [Actual/Actual-ICMA]]

PROVISIONS RELATING TO REDEMPTION

17. **Call Option** [Applicable / Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) of each Note: [●] per Calculation Amount
- (iii) If redeemable in part:
- (a) Minimum Redemption Amount: [●] per Calculation Amount
 - (b) Maximum Redemption Amount: [●] per Calculation Amount
- (iv) Notice period: [●] days

18. **Put Option** [Applicable / Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): [●]
- (ii) Optional Redemption Amount(s) of each Note: [●] per Calculation Amount
- (iii) Notice period: [●] days
19. **Change of Control** [Applicable / Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Change of Control Optional Redemption Price: [●] per Calculation Amount
- (ii) Change of Control Put Period: [●]
- (iii) Change of Control Put Date: [●]
20. **Make-Whole Call** [Applicable / Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Notice Period: [●] days
- (ii) Reference Bond: [●]
- (iii) Make-Whole Margin: [●]
- (iv) Make-Whole Time: [●]
21. **Clean-Up Call Option** [Applicable / Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Clean-Up Redemption Amount: [●] per Calculation Amount
22. **Final Redemption Amount of each Note** [●][Par] per Calculation Amount
23. **Early Redemption Amount**
- (i) Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption: [●]/[Par] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. Form of Notes: **Bearer Notes:**
 [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]

[Temporary Global Note exchangeable for Definitive Notes on [●] days' notice]

[Permanent Global Note exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note]

Registered Notes:

[Global Certificate (US\$/€[●] nominal amount) registered in the name of a nominee for [a common depository for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg]]

25. New Global Note: [Yes] [No]
26. Financial Centre(s): [Not Applicable/give details. Note that this paragraph relates to the date of payment, and not the end dates of interest periods for the purposes of calculating the amount of interest, to which sub-paragraph 15(vi) relates]
27. Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature): [No/Yes. As the Notes have more than 27 coupon payments, talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made.]
28. Relevant Benchmark[s]: [[specify benchmark] is provided by [administrator legal name]][repeat as necessary]. [As at the date hereof, [[administrator legal name][appears]/[does not appear]][repeat as necessary] in the register of administrators and benchmarks established and maintained by the European Securities and Markets Association pursuant to Article 36 (Register of administrators and benchmarks) of the Regulation (EU) 2016/1011, as amended]/[As far as the Issuer is aware, as at the date hereof, [specify benchmark] does not fall within the scope of the Regulation (EU) 2016/1011, as amended]/[Not Applicable]

THIRD PARTY INFORMATION

[(*Relevant third-party information*) has been extracted from (*specify source*). Each of the Issuer and the Guarantor confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of NE Property B.V.:

By:
Duly authorised

Signed on behalf of NEPI Rockcastle plc:

By:
Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

- (i) Admission to trading: [●] / [Not Applicable.]

(Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)

- (ii) Estimate of total expenses related to admission to trading: [●]

2. RATINGS

- (i) Ratings: [[The Notes to be issued [have been/are expected to be] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]]:

[S&P: [●]]

[[Fitch: [●]]

[[Other]: [●]]

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

(Need to include a description of any interest, including a conflict of interest, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the statement below:)

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer [and the Guarantor] and [its/their] affiliates in the ordinary course of business. *(Amend as appropriate if there are other interests)*]

4. [Fixed Rate Notes only – YIELD

- (i) Indication of yield: [●]

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

5. OPERATIONAL INFORMATION

- (i) ISIN: [●]

- | | | |
|-------|---|---|
| (ii) | Common Code: | [●] |
| (iii) | Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, S.A. and the relevant identification number(s): | [Not Applicable/ <i>give name(s) and number(s)</i>] |
| (iv) | Delivery: | Delivery [against/free of] payment |
| (v) | Names and addresses of additional Paying Agent(s) (if any): | [●] |
| (vi) | [Intended to be held in a manner which would allow Eurosystem eligibility: | <p>[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper)] <i>[include this text for registered notes]</i> and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]/</p> <p>[No. Whilst the designation is specified as "no" at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper) <i>[include this text for registered notes]</i>. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]</p> |

6. DISTRIBUTION

- | | | |
|-------|--|---|
| (i) | Method of distribution: | [Syndicated/Non-syndicated] |
| (ii) | Prohibition of Sales to EEA and UK Retail Investors: | <p>[Applicable/Not Applicable]</p> <p><i>(If the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged" products and a key information document will be prepared, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared, "Applicable" should be specified.)</i></p> |
| (iii) | If syndicated: | |
| (iv) | (A) Names of Managers: | [Not Applicable/ <i>give names</i>] |

- (v) (B) Stabilisation Manager(s) (if any): [Not Applicable/*give names*]
- (vi) If non-syndicated, name of Dealer: [Not Applicable/*give name*]
- (vii) US Selling Restrictions: [Reg. S Compliance Category [1/2/3];
TEFRA C/ TEFRA D/ TEFRA not applicable]
- (viii) Additional selling restrictions: [Not Applicable/*give details*]

7. **REASONS FOR THE OFFER**

Reasons for the offer:

[•]/[General corporate purposes]/[Green Bonds: an amount equal to the net proceeds of the issue of the Notes will be allocated to finance Eligible Green Projects (*[set out any further required information here]*). See "*Use of Proceeds*" in the Base Prospectus and the Group's Green Financing Framework.

GENERAL INFORMATION

1. This Base Prospectus has been approved by the CBI as a base prospectus. Application will also be made to Euronext Dublin for Notes issued under the Programme to be admitted to the Official List and to trading on the Regulated Market. However, Notes may be issued under the Programme which will not be listed on Euronext Dublin or any other stock exchange (including the Bucharest Stock Exchange) or which will be listed on such stock exchange as the Issuer, the Guarantor and the relevant Dealer(s) agree.
2. Each of the Issuer and the Guarantor has obtained all necessary consents, approvals and authorisations in the Netherlands and/or the Isle of Man in connection with the establishment and the update of the Programme and the Guarantee. The update of the Programme was authorised by a written resolution of the management board of the Issuer passed on or around 30 June 2020 and the giving of the Guarantee was authorised by a resolution in writing of the board of directors of the Guarantor passed on or around 29 June 2020.
3. There has been no significant change in the financial position or financial performance of the Issuer and its subsidiaries taken as a whole or of the Group since 31 December 2019 and no material adverse change in the prospects of the Issuer or of the Guarantor since 31 December 2019, except as described in the risk factors entitled "*The global economic recession and financial crisis due to the ongoing global coronavirus pandemic may affect the Group's business and results of operations*" and "*The global economic recession and financial crisis due to the ongoing global coronavirus pandemic may affect the financial position and performance of the Group*".
4. Except as disclosed on page 96 of this Base Prospectus, neither the Issuer, the Guarantor nor any other member of the Group is involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer or Guarantor are aware) during the 12 months preceding the date of this Base Prospectus which may have or has had in the recent past significant effects on the financial position or profitability of the Issuer, the Guarantor or the Group.
5. Each Bearer Note having a maturity of more than one year, Coupon and Talon will bear the following legend: "*Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code.*".
6. Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems (which are the entities in charge of keeping the records). The Common Code, the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of any alternative clearing system will be specified in the applicable Final Terms.
7. The Legal Entity Identifier (LEI) code of the Issuer is 7245006AG9J70KOIJH36. The Legal Entity Identifier (LEI) code of the Guarantor is 549300FMWM53K9ULYT15.
8. There are no material contracts entered into other than in the ordinary course of the Issuer's or Guarantor's business, which could result in any Group company being under an obligation or entitlement that is material to the Issuer's or Guarantor's ability to meet its obligations to noteholders in respect of the Notes being issued.
9. The issue price and the amount of the relevant Notes will be determined, before filing of the relevant Final Terms of each Tranche, based on the prevailing market conditions. The Issuer does not intend to provide any post-issuance information in relation to any issues of Notes.
10. For so long as Notes may be issued pursuant to this Base Prospectus, physical copies of the following documents will be available, during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted), for inspection at the registered offices of each of the Issuer (at Claude Debussylaan 7-29, Tribes Offices SOM Building 3rd floor, 1082MC Amsterdam, the Netherlands) and the Guarantor (at 2nd Floor, 30 Athol Street, Douglas, Isle of Man, IM1 1JB) and, in the case of the documents under (i), (ii), (iii), (iv), (v) and (vi), at (<https://nepirockcastle.com/>):

- (i) the Trust Deed (which includes the form of the Global Notes, the Global Certificates, the definitive Bearer Notes, the Certificates, the Coupons and the Talons);
- (ii) the Agency Agreement;
- (iii) the Memorandum and Articles of Association of the Issuer and the Guarantor;
- (iv) each Final Terms (save that Final Terms relating to an Exempt Note will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the Issuer and the Issuing and Paying Agent as to its holding of Exempt Notes and identity);
- (v) a copy of this Base Prospectus together with any Supplement to this Base Prospectus or further Prospectus; and
- (vi) the Guarantor Audited Consolidated Financial Statements and the Issuer Financial Statements.

For the avoidance of doubt, other than in relation to the documents which are deemed to be incorporated by reference (see "Documents Incorporated by Reference"), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus. The information on the websites to which this Base Prospectus refers has not been scrutinised or approved by the Central Bank.

11. This Base Prospectus and the Final Terms for Notes that are listed on the Official List and admitted to trading on the Regulated Market will be published on the website of Euronext Dublin (www.ise.ie). Copies of the Trust Deed (including the Guarantee) will be also available for inspection, at the specified offices of each of the Paying Agents during normal business hours, so long as any of the Notes is outstanding.
12. The Issuer Financial Statements have been audited by PricewaterhouseCoopers Accountants N.V., independent auditors, as stated in their reports, which are, together with the Issuer Financial Statements, incorporated by reference in this Base Prospectus. PricewaterhouseCoopers Accountants N.V., Thomas R. Malthusstraat 5, 1066 JR Amsterdam, The Netherlands is a member of The Netherlands Institute of Chartered Accountants (NBA), which is a member of International Federation of Accountants (IFAC). The auditor's report on the Issuer's 2019 Consolidated Annual Financial Statements contains an emphasis of matter paragraph drawing attention to the uncertainty related to the effects of the Covid-19 virus.
13. The Guarantor Audited Consolidated Financial Statements have been audited by PricewaterhouseCoopers LLC, independent auditors, as stated in their reports, which are, together with the Guarantor Audited Financial Statements, incorporated by reference in this Base Prospectus. PricewaterhouseCoopers LLC, Sixty Circular Road, Douglas, IM1 1SA, Isle of Man is a member of the Institute of Chartered Accountants in England and Wales.
14. Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in relation to the Notes and is not itself seeking admission of the Notes to the Official List of Euronext Dublin or to trading on the Regulated Market.
15. The language of this Base Prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.
16. The Dealers and their respective affiliates may have engaged in transactions with the Issuer and the Guarantor in the ordinary course of their banking business and the Dealers may have performed various investment banking, financial advisory and other services for the Issuer and the Guarantor, for which they receive customary fees, and the Dealers and their respective affiliates may provide such services in the future.
17. For the avoidance of doubt, the Issuer and the Guarantor shall have no obligation to supplement this Base Prospectus after the end of its 12-month validity period.

Registered Office of the Issuer

NE Property B.V.
Claude Debussylaan 7,
1082MC, Amsterdam
The Netherlands

Registered Office of the Guarantor

NEPI Rockcastle plc
2nd Floor,
30 Athol Street,
Douglas
Isle of Man
IM1 1JB

Arranger

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

Dealers

Citigroup Global Markets Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

Citigroup Global Markets Europe AG
Reuterweg 16
60323 Frankfurt am Main
Germany

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

HSBC Bank plc
8 Canada Square
London E14 5HQ
United Kingdom

ING Bank N.V.
Foppingadreef 7
1102 BD Amsterdam
The Netherlands

J.P. Morgan Securities plc
25 Bank Street
Canary Wharf
London E14 5JP
United Kingdom

Raiffeisen Bank International AG
Am Stadtpark 9
1030 Vienna
Austria

Société Générale
29 boulevard Haussmann
75009 Paris
France

Trustee

BNY Mellon Corporate Trustee Services Limited

1 Canada Square
London E14 5AL
United Kingdom

Issuing and Paying Agent and Paying Agent

The Bank of New York Mellon, London Branch

1 Canada Square
London E14 5AL
United Kingdom

Registrar and Transfer Agent

The Bank of New York Mellon, SA/NV
Luxembourg Branch
2-4 Rue Eugène Ruppert
L-2453 Luxembourg

Listing Agent

Arthur Cox Listing Services Limited
Ten Earlsfort Terrace
Dublin 2
Ireland

Auditors

To the Issuer

PricewaterhouseCoopers Accountants N.V.

Thomas R. Malthusstraat 5
1066 JR Amsterdam
The Netherlands

To the Guarantor

PricewaterhouseCoopers LLC

Sixty Circular Road
Douglas, IM1 1SA
Isle of Man

Legal Advisers

To the Issuer and the Guarantor

*To the Issuer and to the
Guarantor as to English law:*

Clifford Chance LLP

10 Upper Bank Street
London E14 5JJ
United Kingdom

*To the Issuer and to the
Guarantor as to Dutch law:*

Clifford Chance

IJsbaanpad 2
1076 CV Amsterdam
The Netherlands

*To the Guarantor as to Manx
law:*

Appleby (Isle of Man) LLC

33-37 Athol Street
Douglas
IM1 1LB
Isle of Man

To the Dealers

*To the Dealers and the Trustee
as to English law:*

Linklaters LLP

One Silk Street
London EC2Y 8HQ
United Kingdom

To the Dealers as to Dutch law:

Linklaters LLP

Zuidplein 180
1077 XV Amsterdam
The Netherlands

To the Dealers as to Manx law:

Cains Advocates Limited

Fort Anne
South Quay
Douglas
IM1 5PD
Isle of Man