#### BY-LAWS OF THE SUPERVISORY BOARD

### OF CAPITAL PARK SPÓŁKA AKCYJNA

#### WITH ITS REGISTERED SEAT IN WARSAW

### § 1 General Provisions

- 1. These by-laws (the "**By-laws**") define the organisation and the manner of performance of the duties of the supervisory board (the "**Supervisory Board**") of Capital Park Spólka Akcyjna (the "**Company**").
- 2. The Supervisory Board is the authority that exercises permanent supervision over the activities of the Company and operates on the basis of prevailing laws, specifically, the Commercial Companies Code, the Articles of Association of the Company (the "Articles of Association"), the resolutions of the general meeting of the Company, as far as they are binding on the Supervisory Board, and these By-laws.
- 3. Whenever these By-laws refer to:
  - a) Group Business Plan such term shall be understood as the annual financial plan (the budget) and the business plan of the Group prepared by the Management Board and consented to by the Supervisory Board;
  - b) Second Eligible Shareholder such term shall be understood to mean the Second Eligible Shareholder as defined in the relevant regulations of the Company's Articles of Association;
  - c) CCC such term shall be understood to mean the Act dated 15 September 2000 the Commercial Companies Code (unified text: Journal of Laws of 2019, item 505, as amended);
  - d) Chairman such term shall be understood to mean the Chairman of the Supervisory Board;
  - e) Act on Statutory Auditors such term shall be understood to mean the act of 11 May 2017 on statutory auditors, audit firms, and public supervision (Journal of Laws of 2017, item 1089, as amended);
  - f) General Meeting such term shall be understood to mean the General Meeting of the Company;
  - g) Deputy Chairman such term shall be understood to mean the Deputy Chairman of the Supervisory Board; and
  - h) Management Board such term shall be understood to mean the Management Board of the Company.
- 4. Unless defined in these By-laws, the capitalized terms have the meaning ascribed to them in the Articles of Association.

## $\S~2$ Composition and Election of the Supervisory Board

1. The composition and election of the Supervisory Board shall comply with the CCC and the Articles of Association of the Company.

### MEANS OF OPERATION OF THE SUPERVISORY BOARD

- 1. Members of the Supervisory Board shall exercise their rights and duties personally, and they are authorised and required to participate in the meetings of the Supervisory Board.
- 2. The Chairman shall be appointed and dismissed on the basis of a written representation of the Second Eligible Shareholder, without the need to hold a separate election to that position. At its first meeting, the Supervisory Board shall elect the Deputy Chairman by secret ballot and by an absolute majority of the votes of the members of the Supervisory Board present at such meeting. As long as the Supervisory Board includes at least two members appointed by the Second Eligible Shareholder, the Deputy Chairman shall be elected from among such members.
- 3. The meetings of the Supervisory Board shall be convened by the Chairman or by the Deputy Chairman in his absence.
- 4. At the request of the Management Board, a meeting of the Supervisory Board should be held no later than within 14 days from the date of presenting a request therefor to the Chairman or the Deputy Chairman.
- 5. Members of the Supervisory Board shall receive remuneration for the performance of their duties, unless the authority or the entities authorised to appoint the members of the Supervisory Board decide otherwise. The remuneration of the members of the Supervisory Board shall be determined by a resolution of the General Meeting.

## § 4 SUPERVISORY BOARD COMMITTEES

- 1. The Supervisory Board shall appoint an Audit Committee and an Investment Committee and shall be authorised to appoint a Remunerations Committee and a Nominations Committee. The Audit Committee shall consist of at least three members, including at least one member appointed by the Second Eligible Shareholder. A composition of the Audit Committee satisfies the requirements stated in the Act on Statutory Auditors. The Remunerations Committee may include at least three members, including at least one who has knowledge and experience in remuneration policies; independent members of the Supervisory Board should constitute the majority. The Nominations Committee may include at least three members; independent members of the Supervisory Board should constitute the majority. The Investment Committee is made up of three Supervisory Board members appointed by the Second Eligible Shareholder. Each Investment Committee member may invite a third party to attend committee meetings in an advisory capacity, as an additional participant in the meeting.
- 2. The duties of the Audit Committee shall include, specifically:
  - a) overseeing the organisational unit dealing with internal audits;
  - b) monitoring financial reporting procedures;
  - c) monitoring the efficiency of internal control, internal audit and risk management systems;
  - d) monitoring the performance of audits;
  - e) recommending to the Supervisory Board an entity authorised to audit the financial statements and to otherwise conduct audits of the Company;

- f) monitoring the independence of statutory auditors and of the entity authorised to audit the Company's financial statements;
- g) reviewing the financial statements of the Company and presenting the Supervisory Board with opinions regarding such statements; and
- h) reviewing related-party transactions.
- 3. The Audit Committee has the right to request the assistance of experts to make a due assessment of the Company's financial statements.
- 4. The duties and the functions of the Remunerations Committee and the Nominations Committee shall comply with Annex I to the *Commission Recommendation of 15 February 2005 on the role of non-executive or supervisory directors (2005/162/EC)*.
- 5. The duties of the Investment Committee shall include consultation and review of, specifically but not limited to:
  - a) the Group's proposed investments and acquisitions, including the proposed budgets, and designs and all other documentation prepared in connection with the evaluation of the proposed project by the management board;
  - b) the Group's ongoing investments, including information on the progress of construction and leasing or disposal of property;
  - c) all legal and financial documentation related to the Group's investments, including, without limitation, loan agreements with banks, investment agreements, agreements for the construction of property, and lease agreements;
  - d) selection of individuals for senior executive roles, including heads of departments;
  - e) oversight of the Group's capital expenditures; and
  - f) the Company's monthly management accounts.
- 6. Additionally, the Management Board is required to obtain prior positive opinion of the Investment Committee with respect to the following matters:
- 6.1. Entering by the Company or by the Subsidiary into:
  - a) a lease for an area of at least 1,000 m<sup>2</sup> if the effective rent is lower than envisaged in the Group Business Plan by more than 10%; or
  - b) any lease for an area of at least 3,000 m<sup>2</sup>;
- 6.2. Retaining by the Company or the Subsidiary of a lease or sale agent (including within the framework of transactions concerning shares) for any of the following Group assets: EuroCentrum (WA4M/00317913/3), Royal Wilanów (WA2M/00431489/2) and ArtN (WA4M/00387923/7) on the principle of exclusivity;
- 6.3. Entering into by the Company or the Subsidiary, or making any amendment to the terms of agreement (including the terms of its termination) with: (i) any employee of the Company or the Subsidiary (other than a Management Board member of the Company) or (ii) civil law contractors who provide their services mainly in the facilities of the Company or the Subsidiaries either as individuals or individuals having their economic activity, in both cases whose aggregate annual remuneration from the Company or the Subsidiaries (inclusive of any amounts payable to such employees or persons on any ground by every Group entity altogether) is at least PLN 1 (one)

- million gross or shall result in PLN 1 (one) million gross as a result of such a change (unless such amendments were planned in the Group Business Plan);
- 6.4. Entering into by the Company or the Subsidiary, or amending any contract or agreement with any governmental entity, including supranational, national or local government, or a private body exercising any governmental authority, including supranational, national or local ones, the annual value of which equals to or exceeds, following such amendments (calculated in accordance with § 6 section 3.2) is at least EUR 1 (one) million net of VAT (unless such agreements or amendments thereto were planned in the Group Business Plan); for the avoidance of doubts any donation or similar transaction with any governmental entity or a private body referred to above shall require a prior approval of the Supervisory Board (unless planned in the Group Business Plan);
- 6.5. Initiating or joining by the Company or the Subsidiary any litigation, administrative court or administration or arbitration or other proceedings, presenting a position within any proceedings, choosing not to defend against a claim or to defend to a limited extent only, compromising or withdrawing from litigation including withdrawing a lawsuit in each of the listed cases in relation to any dispute with any governmental entity or an entity part-owned by the State Treasury or a local government body, in which the value of the object of dispute (calculated in accordance with § 6 section 3.2) is at least EUR 1 (one) million (unless this was taken into account in the Group Business Plan);
- 6.6. Entering by the Company or the Subsidiary into any joint venture, partnership or shareholders' agreement;
- 6.7. Exercising by the Company or the Subsidiary as shareholder of its Subsidiary, of voting rights at the general meeting or shareholders' meeting of the Subsidiary, concerning:
  - a) the appointment or dismissal of members of the Management Board of a Subsidiary, unless the persons concerned are members of the Company's Management Board or have previously been approved by the Supervisory Board;
  - b) the granting of consent to the following actions, unless included in the Group Business Plan:
    - (i) increasing the share capital of a Subsidiary if new shares are to be offered for subscription to an entity outside of the Group;
    - (ii) decreasing the share capital of a Subsidiary which is not a wholly owned subsidiary of the Company or a wholly owned subsidiary of a Subsidiary;
    - (iii) redemption of shares in a Subsidiary which is not a wholly owned subsidiary of the Company or a wholly owned subsidiary of a Subsidiary;
    - (iv) disposal of any shares in a Subsidiary in favour of an entity from outside the Group;
    - (v) the accession of a new shareholder from outside the Group to as Subsidiary;
    - (vi) merger of a Subsidiary with an entity from outside the Group;
    - (vii) liquidation of a Subsidiary holding real property with a value (calculated in accordance with § 6 section 3.2) of not less than EUR 3 (three) million net of VAT or liquidation of a Subsidiary which is not a wholly owned subsidiary of the Company or a wholly owned subsidiary of a Subsidiary;
    - (viii) material amendment to the articles of association of a Subsidiary; in particular such an amendment shall be deemed to be material whenever it: (i) modifies the list of actions which require the consent of the general meeting/shareholders' meeting of

the given Subsidiary; or (ii) modifies the manner in which members of the supervisory board of the given Subsidiary are appointed;

- c) the granting of consent to the disbursement of interim dividend to be credited against the anticipated dividend for the end of the financial year and of dividend, if such interim dividend or dividend is to be paid by a Subsidiary that is not a wholly owned Company subsidiary or a wholly-owned subsidiary of a Subsidiary; and
- d) the matters referred to in item 6.1 6.6; for the purposes of this item, any references to the Company and the Management Board members referred to in the items listed above, shall be interpreted as references to the Subsidiary or members of the Subsidiary's management board.

If the requirement to obtain the Subsidiary's general meeting or shareholders' meeting consent for the actions listed in clause 6.7 is not included in the articles of association of a given Subsidiary, the actions of the Subsidiary listed in clause 6.7 require the prior positive opinion of the Investment Committee until the articles of association are amended respectively.

- 7. The Investment Committee shall meet with the members of the Management Board at least once a month and on an as needed basis and be provided at a minimum with materials to enable review of section 5 letters a) to f) and shall have the right to request meetings with the members of the Management Board at its discretion. Moreover, the Management Board shall meet with the members of the Investment Committee on an as needed basis and both the Management Board and the Investment Committee shall have the right to request meetings with each other at their discretion.
- 8. The Investment Committee shall obtain monthly management reports and the drafts of the reports concerning all of the significant events that have occurred in relation to the operations of the Company at least one week prior to the provision thereof to the Supervisory Board in accordance with § 17 of the Articles of Association of the Company. Moreover, the Investment Committee shall receive drafts of the Company's business plan or any amendments thereto at least one week prior to the provision thereof to the Supervisory Board.
- 9. The Investment Committee shall review the draft terms of any transactions and legal actions, including, but not limited to:
  - a) entering into or amending contracts or agreements;
  - b) making unilateral declarations;
  - c) contracting liabilities;
  - d) making acquisitions or disposals;
  - e) incurring or committing to incur expenditure; or
  - f) any other material actions,
  - g) the value of which exceeds EUR 1,000,000 (one million euro) without VAT, calculated in the manner set out in § 6 section 3.2.
- 10. The Management Board should provide the Investment Committee with all materials concerning the matters which require its prior positive opinion, sufficiently in advance to allow the Investment Committee to examine these materials and issue such opinion.
- 11. These materials can be delivered to the Investment Committee by electronic mail provided that they are sent to the electronic mail addresses of all members of the Investment Committee.

12. The opinion of the Investment Committee referred to in this § 4 section 6 can be delivered to the Management Board by the Investment Committee in particular by electronic mail. If so delivered, the message containing an opinion of the Investment Committee must be sent to (i) the member of the Management Board who contacted the Investment Committee or any member of the Management Board or (ii) to the person who contacted the Investment Committee (with copy to one of the members of the Management Board) by one of the members of the Investment Committee, with copies to all remaining members of the Investment Committee.

## $\S$ 5 Resolutions of the Supervisory Board

- 1. Resolutions of the Supervisory Board shall be passed by an absolute majority of votes. In the event of a tied vote, the Chairman of the Supervisory Board shall have the casting vote.
- 2. For the resolutions of the Supervisory Board to be valid, it shall be required that all the members of the Supervisory Board are invited to the meeting, and at least four of them attend the Supervisory Board meeting at which such resolutions are to be adopted.
- 3. The members of the Supervisory Board may participate in the adoption of resolutions of the Supervisory Board by voting in writing and delivering such vote through the intermediation of another member of the Supervisory Board. No votes in writing may relate to any matters introduced to the agenda during a Supervisory Board meeting.
- 4. The Supervisory Board may adopt resolutions in writing or through use of means of remote direct communication (by telephone or otherwise in a way that guarantees that all of the members of the Supervisory Board communicate with one another). A resolution adopted in compliance with the above manner shall be valid only if all the members of the Supervisory Board have been notified of the content of the draft resolution. If the resolution is adopted in writing, the Chairman shall vote first and then send the wording of the resolution to the other members of the Supervisory Board. The resolution shall be valid if it is signed by an absolute majority of the members of the Supervisory Board. Adoption of a resolution using means of remote direct communication shall be approved by the Chairman, who shall collect the votes from the other members of the Supervisory Board approval is made by noting in the resolution the manner in which it was adopted and the votes cast by each member of the Supervisory Board. In each of the methods of adopting resolutions, in case of a tie, the Chairman shall have the deciding vote.
- 5. Voting in writing or with the use of means of remote direct communication cannot be used with respect to the election of the Chairman or the Deputy, the appointment of a Management Board member, or in case of the dismissal or suspension of any such persons from their positions.

### § 6 Competencies of the Supervisory Board

- 1. The Supervisory Board shall exercise supervision over the operations of the Company in all areas of its operations.
- 2. The competencies of the Supervisory Board are provided in the CCC and in the Articles of Association of the Company.
- 3. Notwithstanding the provisions of the Articles of Association, the Management Board is required to obtain prior consent of the Supervisory Board with respect to the following matters:

- 3.1. Adopting the Group Business Plan;
- 3.2. Carrying out a transaction or legal or procedural acts not envisaged by the Group Business Plan approved by the Supervisory Board and which involve the incurring of a liability by the Company or the Subsidiary or the acquisition by it of a right with a value of at least EUR 3 (three) million net of VAT, calculated as the Company's or the Subsidiary's obligation to pay such an amount for a period of not more than one year determined as of the date a binding liability is contracted using the average exchange published by the National Bank of Poland for the full calendar month preceding such date; in the case of a series of legal actions or transactions concluded with the same party or its related parties (within the meaning of the International Accounting Standard 24 "Related Party Disclosures"), legal actions or transactions completed within a period of six months, shall be deemed to be one transaction or legal action;
- 3.3. Carrying out any transactions or changing the terms and conditions of same, or performing any legal actions between the Company and/or its related parties and the members of the Management Board or their related parties (within the meaning of the International Accounting Standard 24 "Related Party Disclosures");
- 3.4. Disposing of any shares in CP Management sp. z o.o.;
- 3.5. Introduction of material changes in the accounting policies, except for the changes required by the Company's auditor or changes required by law (Polish GAAP or IFRS). In the latter case, if the changes required by the Company's auditor or changes required by law (Polish GAAP or IFRS) are material, the Management Board members will be obliged to inform the Supervisory Board in advance about the necessity to make such changes. For the purpose of this clause, "material changes in the accounting policies" or "material" mean any changes resulting in a change in any component of the Group consolidated periodic financial statements (quarter, semi-annual, annual) by at least EUR 3 (three) million compared to the consolidated financial statements for the last corresponding period;
- 3.6. The entering by the Company or the Subsidiary into any agreement with Patron Capital Advisers LLP or its affiliate entities (within the meaning of International Accounting Standard 24 "Related Party Disclosures");
- 3.7. The entering by the Company or the Subsidiary into any agreement with MIRELF VI B.V. or its affiliate entities (within the meaning of International Accounting Standard 24 "Related Party Disclosures");
- 3.8. The purchase or acquisition by the Company or the Subsidiary of shares in other companies, the establishment by the Company or the Subsidiary of new or accession to existing business entities (with the exception of intragroup transactions and acquisition or setting up one-shareholder companies, which did not conduct business activity);
- 3.9. The sale by the Company or the Subsidiary of the following real properties: EuroCentrum (WA4M/00317913/3), Royal Wilanów (WA2M/00431489/2) and ArtN (WA4M/00387923/7);
- 3.10. The exercise by the Company or the Subsidiary as shareholder of its Subsidiary, of voting rights at the general meeting or shareholders' meeting of the Subsidiary, concerning:
  - a) the taking of decisions concerning litigation claims related to damage caused in connection with the establishment of a Subsidiary or the exercise of management or supervision;

b) the matters referred to in item 3.2, 3.3, 3.6 – 3.9; for the purposes of this item, any references to the Company and the Management Board members referred to in the items listed above, shall be interpreted as references to the Subsidiary or members of the Subsidiary's management board.

If the requirement to obtain the consent of the Subsidiary's general meeting or shareholders' meeting for any of the actions listed in item 3.10 is not included in the articles of association of a given Subsidiary, the actions of Subsidiary listed in item 3.10 shall require the prior approval of the Supervisory Board until the articles of association are amended respectively.

- 4. Moreover, the Supervisory Board:
  - a) once a year prepares and presents the ordinary General Meeting with a concise assessment of the Company's position, including an assessment of the internal control systems as well as the system of managing risks material to the Company;
  - b) reviews and opines on the matters which are to be the subject of resolutions of the General Meeting; the opinion of the Supervisory Board shall be attached to the relevant draft resolution or submitted to the General Meeting prior to the vote on such resolution.
- 5. Selecting of an entity authorized to audit the Company's financial statements and the Group's consolidated financial statements and to perform any other financial audit and review services with respect to the Company or the Group is restricted for the Supervisory Board.

# $\$ 7 Duties of the Members of the Supervisory Board

- 1. While performing their duties, the members of the Supervisory Board are required to act with the due diligence required in respect of commercial bilateral transactions (*obrót profesjonalny*) and subject to the professional nature of their operations, in compliance with the law, the Articles of Association of the Company, the resolutions of the General Meeting, in the best interest of the Company, its business as well as the present and forecast financial condition of the Company.
- 2. A member of the Supervisory Board should have the required knowledge and experience and should be able to commit the time necessary for the performance of his duties.
- 3. A member of the Supervisory Board shall provide the Management Board with information regarding its relations with a shareholder who holds shares representing at least 5% of the overall number of votes at the General Meeting. The above obligation should apply to economic, family or other relations which could impact the Supervisory Board member's position regarding the matters reviewed by the Supervisory Board.
- 4. A member of the Supervisory Board shall advise the Supervisory Board of any conflict between his interests and the Company's interests or that any such conflict of interest could arise. A member of the Supervisory Board should refrain from taking part in any discussions and in voting on resolutions related to matters with respect to which there is any such conflict of interest.
- 5. An independent member of the Supervisory Board should inform the Supervisory Board and the Management Board if he no longer satisfies the criteria of independence as stated in the Articles of Association and in the Act on Statutory Auditors.
- 6. The members of the Supervisory Board shall participate in the sessions of the General Meeting in a number that allows for the provision of a merit-based response to any questions asked during the course of the General Meeting.

- 7. A member of the Supervisory Board should not resign from the performance of his function if such resignation could negatively impact the operations of the Supervisory Board, including the adoption of resolutions thereby.
- 8. Upon the end of the term of the Supervisory Board, its members shall pass on all matters to the new Supervisory Board.

# § 8 Performance of Duties

- 1. The Members of the Supervisory Board shall perform their supervisory duties collectively.
- 2. The Supervisory Board may delegate one of its members to perform specific supervisory duties.

# $\S$ 9 Managing the Work of the Supervisory Board

- 1. The Chairman shall manage the work of the Supervisory Board, chair all the meetings of the Supervisory Board and shall coordinate the work of the other members of the Supervisory Board.
- 2. If the Chairman cannot temporarily perform his duties as referred to in section 1, his duties shall be performed by the Deputy Chairman.

# $\$ 10 Meetings of the Supervisory Board

- 1. The Supervisory Board shall hold meetings on an as required basis; however, at least four times in any financial year at a time and venue defined in the notice convening the meeting of the Supervisory Board. The notice of a meeting of the Supervisory Board should state the date, hour and venue of the meeting as well as the proposed agenda thereof. The meetings of the Supervisory Board shall be convened by the Chairman or, in his absence, by the Deputy Chairman.
- 2. The meetings of the Supervisory Board may be held within the territory of the Republic of Poland or, if all the members of the Supervisory Board agree, they may also be held outside of Poland.
- 3. The Supervisory Board may, at its meeting, designate the venue and the time of the next meeting of the Supervisory Board. In such event, the members of the Supervisory Board present at the meeting need not be notified again about the time and venue of the next meeting of the Supervisory Board, though the absent members shall be notified of the time and venue of such meeting. The Management Board or a member of the Supervisory Board may apply to the Chairman with a request to convene a meeting of the Supervisory Board and provide the proposed agenda of such meeting. The Chairman shall be required to hold such meeting within two weeks from the date of receipt of such request.
- 4. Each of the members of the Supervisory Board may request the Chairman to include any specific matter on the agenda of the next meeting of the Supervisory Board no later than seven (7) days prior to the planned date of the meeting and provide at the same time all the materials relating to any such matter.
- 5. The notice of a meeting of the Supervisory Board should be delivered at least 14 (fourteen) days prior to the meeting of the Supervisory Board or sent by facsimile or by electronic mail. A notice sent by registered letter shall be considered delivered on the date of confirmation of accepting the

registered letter or on the date of expiry of the deadline for the collection of the notice at the relevant postal facility, if the addressee failed to collect it prior to the end of such deadline. A notice sent using means of remote direct communication, i.e. a facsimile or electronic mail, shall be deemed delivered on the date stated on the confirmation of data transmission or the date stated in the electronic confirmation of receipt of correspondence, as the case may be. It is also possible to convene a Supervisory Board meeting without complying with any of the above requirements if all the members of the Supervisory Board consent thereto.

- 6. The Supervisory Board may hold meetings convened at short notice if all the members of the Supervisory Board are present at the meeting and no one objects either to the holding of the meeting or to any of the matters suggested to be included on the agenda.
- 7. The President of the Company's Management Board shall be notified of the meetings of the Supervisory Board. Additionally, notifications should be sent to other persons whose participation in its meetings is determined by the Supervisory Board as necessary.
- 8. The meetings of the Supervisory Board may be attended by the following persons invited by the Supervisory Board: Management Board members, experts or other persons necessary to adopt a decision regarding any specific matter and a recorder. None of such persons shall have the right to vote.
- 9. The meetings of the Supervisory Board shall be participated in by all or some of the Management Board Members if the Supervisory Board so requests.
- 10. The meetings are conducted by the Chairman or, in his absence, by the Deputy Chairman.
- 11. The materials prepared for a meeting of the Supervisory Board should be made in writing and delivered by letter, courier, facsimile or electronic mail. All the necessary documents should be delivered to the members of the Supervisory Board no later than five days prior to the date of the meeting, subject to the circumstances referred to in § 10, section 5, 4th sentence or §10, section 6 above.

### § 11 Voting

- 1. The members of the Supervisory Board shall adopt resolutions by open vote. Any vote regarding personnel matters shall be made by secret ballot. Secret ballot shall also be used at the request of at least one member of the Supervisory Board.
- 2. The first to vote on any given resolution shall be the Supervisory Board member who requested the adoption of such resolution. Subject to §5.4 above, the Chairman shall vote last, unless he requested the adoption of a resolution.
- 3. Any resolutions which have not been included on the agenda of the meeting may be adopted only if all the members of the Supervisory Board are present and none of them raises any objections thereto.

### § 12 Minutes

1. The Supervisory Board meetings shall be recorded in minutes.

- 2. The minutes shall be kept by a person designated as the recorder by the person chairing the meeting.
- 3. The minutes should contain:
  - a) the consecutive number of the meeting;
  - b) the date, venue and manner of holding the meeting;
  - c) the attendance register including the names of the members of the Supervisory Board and other persons present at the meeting, including the titles of such persons;
  - d) a reference confirming that the meeting was duly held;
  - e) the adopted agenda of the meeting;
  - f) the language of the adopted resolutions, in each instance citing the number of the resolution (in the sequence of resolutions adopted that year), number of votes cast "for" and "against" and the number of abstaining votes for each resolution, as well as the language of any dissenting votes or reservations made to a resolution;
  - g) other findings and conclusions; and
  - h) the full name of the recorder.
- 4. The minutes should be approved and signed by all of the members of the Supervisory Board present at the meeting no later than at the next meeting of the Supervisory Board.
- 5. The original copies of the minutes of the Supervisory Board meetings, including the schedules thereto, shall be stored at the offices of the Management Board.