

ANNOUNCEMENT
of the Decisions of the Bondholders' Repeat Meeting of the
€300,000,000 common bond loan of Prodea Real Estate
Investment Company

Prodea Real Estate Investment Company (hereinafter the “**Company**”) announces that on 17.12.2025, in accordance with the invitation of the Company’s Board of Directors dated 4 December 2025, following its resolution of the same date, the Repeat Meeting of the bondholders (hereinafter the “**Bondholders**”) of the €300,000,000 common bond loan (hereinafter the “**CBL**”) issued by the Company under the €300,000,000 Common Bond Loan Programme dated 9 July 2021 (hereinafter the “**CBL Programme**”), was held.

At the Bondholders’ Repeat Meeting, Bondholders representing a total of 75,933 Bonds out of 300,000 Bonds, either in person or by proxy, were present, corresponding to 25.32% of the total outstanding principal of the CBL (after deducting the bonds held by Non-Voting Bondholders).

The Bondholders’ Meeting approved all of the proposed amendments to the CBL Programme, as set out in the Invitation and in the codified CBL Programme made available to the Bondholders, as follows: the first item of the agenda was approved by a majority of 99.90% and the second item by a majority of 100% of the bondholders present or duly represented at the Bondholders’ Meeting.

In particular, the Bondholders’ Meeting resolved to approve the following amendments to the CBL Programme and authorize the Bondholders’ Agent to codify and execute the amended CBL Programme, which had been made available to the Bondholders via its publication on the Company’s website:

FIRST ITEM: Approval by the Bondholders of the possibility to take into account amounts deposited in the Debt Service Reserve Account (DSRA) for the purposes of calculation of the compliance with the ratios set by reference to the Unencumbered Assets, through incorporating the following amendments and adjustments into Clauses 1.1, 13.1, 14.1(x), 14.1(xx) and 18.3(b) and Annex A of the CBL Programme and by adding new Annexes D1 and D2, and granting authorization to the Bondholders’ Agent to codify and execute the amended CBL Programme, as follows:

i. Addition of a new definition in Clause 1.1 of the CBL Programme, as follows:

*“**Reserved DSRA Amount** means the amount standing to the credit of the Debt Service Reserve Account (DSRA) in accordance with Clause 14.1(xx)(f) of the Programme.”*

ii. Addition of new item (xvii) to Clause 13.1 of the CBL Programme, as follows:

“(xvii) The content of, and the statements made by, the Issuer in the DSRA Payment Confirmation and the DSRA Withdrawal Confirmation, pursuant to clause 14.1(xx)(f), are accurate and true.”

iii. Amendment of Clause 14.1(x) of the CBL Programme, as follows:

*“(A) The Issuer shall ensure that, progressively, subject to the provisions under (B) below, and in any case no later than the fifth (5th) anniversary of the Issue Date, and thereafter until the Maturity Date, there shall exist assets, in Greece and/or abroad, owned by the Group and capable of but entirely free of Security Interests, as well as cash amounts as further specified under (C) below (the ‘**Unencumbered Assets**’), the aggregate value of which, as further specified under (D) below, shall not be less than an amount at least equal to one hundred per cent (100%) of the then outstanding principal of the Bonds.*

(B) In particular, the Issuer shall ensure that:

- (i) progressively, and in any case no later than the first (1st) anniversary of the Issue Date, there shall exist Unencumbered Assets not less than an amount at least equal to twenty per cent (20%) of the then outstanding principal of the Bonds;*
- (ii) progressively, and in any case no later than the second (2nd) anniversary of the Issue Date, there shall exist Unencumbered Assets not less than an amount at least equal to forty per cent (40%) of the then outstanding principal of the Bonds;*
- (iii) progressively, and in any case no later than the third (3rd) anniversary of the Issue Date, there shall exist Unencumbered Assets not less than an amount at least equal to sixty per cent (60%) of the then outstanding principal of the Bonds;*
- (iv) progressively, and in any case no later than the fourth (4th) anniversary of the Issue Date, there shall exist Unencumbered Assets not less than an amount at least equal to eighty per cent (80%) of the then outstanding principal of the Bonds.*

(C) Unencumbered Assets may consist, exclusively, of (a) real estate properties, in Greece and/or abroad, of full ownership by the Group, capable of but entirely free of Security Interests; and/or (b) direct and/or indirect participation interests of the Issuer in legal entities or arrangements (shares, units or other relevant participation interests), in Greece and/or abroad, capable of but entirely free of Security Interests; and (c) the DSRA Reserved Amount, subject to the limitation that, as of the fifth (5th) anniversary of the Issue Date and thereafter, the percentage comprised of participation interests of which the Issuer does not hold one hundred per cent (100%), directly and indirectly, may not exceed thirty per cent (30%) of the total Unencumbered Assets. That is, at the aforementioned time, a percentage at least

equal to seventy per cent (70%) of the total Unencumbered Assets must consist of real estate and/or participation interests of which the Issuer holds one hundred per cent (100%), directly and indirectly and/or cash amounts maintained as the DSRA Reserved Amount.

(D) For the purposes of calculating the value of the Issuer's real estate properties and participation interests that constitute from time to time elements of the Unencumbered Assets, their value as reflected in the most recent Semi-Annual Investment Statement shall be taken into account, save for any participation interests of which the Issuer does not hold one hundred per cent (100%), directly and indirectly, for which their value as reflected in the most recent Semi-Annual Investment Statement shall be taken into account less a twenty-five per cent (25%) reduction. Furthermore, for the purposes of calculating the value of properties referred to in item (C)(a) above of full ownership by the Group other than the Issuer, their value as determined by the Issuer's independent regular valuers and used for the reflection of participation value in the most recent Semi-Annual Investment Statement shall be taken into account.

It is hereby understood and is expressly clarified that, in respect of properties comprising an element of the Unencumbered Assets, the participation interests, whether direct or indirect, which relate to the same properties, may not be also counted towards the Unencumbered Assets.

(E) The above value calculated under (D) as well as the discrete elements of the Unencumbered Assets from time to time described under (C) above are specified, calculated and confirmed in the Compliance Certificate pursuant to Clause 14.1(ix) hereof."

iv. Amendment of item (c) of Clause 14.1(xx) of the CBL Programme, as follows:

"(c) The amount provided in paragraph (xx)(e) and any amount provided in paragraph (xx)(f) of this Clause 14.1 (Issuer's Obligations) shall be mandatorily deposited in the Debt Service Reserve Account (DSRA) during the life of the Bond Loan, with relevant notice to the Bondholders' Agent from the Issuer regarding such deposits as soon as possible following their making."

v. Addition of a new item (f) to Clause 14.1(xx) of the CBL Programme, as follows:

"(f) The Issuer may, throughout the term of the Bond Loan, make payments into the DSRA Bond Loan Security Account (the "**DSRA Reserved Amount**"). The DSRA Reserved Amount is included among the items taken into account for the calculation of the Unencumbered Assets as provided in Clause 14.1(x). Each payment into the DSRA shall be made upon delivery by the Issuer to the Bondholders' Agent of a written confirmation by which it (i) informs the Bondholders' Agent of the deposit of the relevant amount into the DSRA Bond Loan Security Account made pursuant to this term of the Programme within one (1) Business Day from the deposit date, as well as

the reason for such payment, and (ii) certifies that each amount deposited into the DSRA Bond Loan Security Account has been calculated and deposited in full compliance with the terms of the Programme (the “DSRA Payment Confirmation” in the form set out in Annex D1). For the release of any amount from the DSRA Bond Loan Security Account, the Issuer shall deliver to the Bondholders’ Agent a written confirmation at least five (5) Business Days prior to the relevant release date, which (i) specifies the release date, (ii) states the amount for which release is requested, identifying precisely its source with reference to the corresponding DSRA Payment Confirmation, (iii) states the reason for the requested release, namely the Clause of the Programme under which release of the relevant amount is requested and its intended use, and (iv) certifies that the calculation of the amount for which release is requested and its use is in full compliance with the terms of the Programme (the “DSRA Withdrawal Confirmation” in the form set out in Annex D2).”

vi. Amendment of the third paragraph of Clause 18.3(b) of the CBL Programme, as follows:

“The Bondholders’ Meeting shall convene either at the offices of the Bondholders’ Agent or the Issuer, or at another location in Athens, or remotely by audiovisual or other electronic means, without the physical presence of the Bondholders, as specified each time in the invitation. In the case of a remote meeting, the Issuer, following relevant notification from the Bondholders’ Agent, shall take adequate measures so that: (...)”

vii. Amendment of Annex A (“Form of Compliance Certificate”) of the CBL Programme, as follows:

(A) Amendment of the fourth item of the third paragraph of Annex A of the CBL Programme, as follows:

“• The Unencumbered Assets/Outstanding principal of the Bonds equals [•]. [Accordingly, the Unencumbered Assets are not less than [20% / 40% / 60% / 80% / 100%]² of the outstanding principal of the Bonds.]

In more detail, the Unencumbered Assets consist of [(a) real estate, [in Greece] [and] [abroad], owned in full by the Group, in the amount of [•] [and/or] [(b) [direct] [and] [indirect] participation interests of the Issuer in legal [persons] [and] [arrangements] (shares, units or other similar equity interests), in [Greece] [and] [abroad], in the amount of [•] [and] [(c) the DSRA Reserved Amount amounting to [•] Euro].³

[The participation interests of which the Issuer does not hold all (100%), directly and indirectly, and which constitute items of the Unencumbered Assets amount to [•], taking into account a 25% impairment.]⁴ [The percentage of the Unencumbered Assets that consists of participation interests of which the Issuer does not hold all (100%), directly and indirectly, amounts to [•]% and therefore does not exceed thirty

percent (30%) of the total Unencumbered Assets, as provided in the CBL Programme.]⁵

(B) Amendment of item VII of the section “ANNEX TO THE COMPLIANCE CERTIFICATE” of Annex A of the CBL Programme, as follows:

“VII. Unencumbered Assets may consist, exclusively, of (a) real estate, in Greece and/or abroad, owned in full by the Group and capable of being subject to, but entirely free of, Security Interests and/or (b) direct and/or indirect participation interests of the Issuer in legal persons or arrangements (shares, units or other similar equity interests), in Greece and/or abroad, capable of being subject to, but entirely free of, Security Interests, and (c) the DSRA Reserved Amount, with the limitation that, on the fifth (5th) anniversary of the Issue Date and thereafter, the percentage consisting of participation interests of which the Issuer does not hold all (100%), directly and indirectly, may not exceed thirty percent (30%) the total Unencumbered Assets. That is, at the aforementioned time, a percentage at least equal to seventy percent (70%) of the total Unencumbered Assets must consist of real estate and/or participation interests of which the Issuer holds all (100%), directly and indirectly, and/or cash amounts maintained as the DSRA Reserved Amount.

For the calculation of the value of the Issuer’s real estate and participation interests that from time to time constitute items of the Unencumbered Assets, their value as reflected in the most recent Semi-Annual Statement of Investments shall be taken into account, with the exception of any participation interests of which the Issuer does not hold all (100%), directly and indirectly, for which their value as reflected in the most recent Semi-Annual Statement of Investments reduced by twenty-five percent (25%) shall be taken into account. Also, for the calculation of the value of the real estate referred to in item (a) above that is owned in full by the Group other than the Issuer, their value as determined by the Issuer’s independent regular valuers and used to reflect the participation value in the most recent Semi-Annual Statement of Investments shall be taken into account.”

(C) Amendment of Table D (“Method of Calculation of Unencumbered Assets/Outstanding”) of the section “ANNEX TO THE COMPLIANCE CERTIFICATE” of Annex A of the CBL Programme, by adding a reference to the DSRA Reserved Amount and the corresponding amendment of the calculation of the Unencumbered Assets as follows:

“[..]

DSRA Reserved Amount (f)

XXX

Unencumbered Assets (d) = (a) + (b) + (c) + (f)

XXX”

(D) Amendment of the definition “Unencumbered Assets” and addition of a new definition “DSRA Reserved Amount” in the subsection “Definitions” of the section “ANNEX TO THE COMPLIANCE CERTIFICATE” of Annex A of the CBL Programme, as follows:

“Unencumbered Assets may consist, exclusively, of (a) real estate, in Greece and/or abroad, owned in full by the Group and capable of being subject to, but entirely free of, Security Interests and/or (b) direct and/or indirect participation interests of the Issuer in legal persons or arrangements (shares, units or other similar equity interests), in Greece and/or abroad, capable of being subject to, but entirely free of, Security Interests, and (c) the DSRA Reserved Amount, with the limitation that, on the fifth (5th) anniversary of the Issue Date and thereafter, the percentage of the Unencumbered Assets that consists of participation interests of which the Issuer does not hold all (100%), directly and indirectly, may not exceed thirty percent (30%) of the total Unencumbered Assets. That is, at the aforementioned time, a percentage at least equal to seventy percent (70%) of the total Unencumbered Assets must consist of real estate and/or participation interests of which the Issuer holds all (100%), directly and indirectly, and/or cash amounts maintained as the DSRA Reserved Amount.

For the calculation of the value of the Issuer’s real estate and participation interests that from time to time constitute items of the Unencumbered Assets, their value as reflected in the most recent Semi-Annual Statement of Investments shall be taken into account, with the exception of any participation interests of which the Issuer does not hold all (100%), directly and indirectly, for which their value as reflected in the most recent Semi-Annual Statement of Investments reduced by twenty-five percent (25%) shall be taken into account. Also, for the calculation of the value of the real estate referred to in item (a) above that is owned in full by the Group other than the Issuer, their value as determined by the Issuer’s independent regular valuers and used to reflect the participation value in the most recent Semi-Annual Statement of Investments shall be taken into account.

In particular, the Issuer shall ensure that:

- (i) gradually, and in any event no later than the lapse of the first (1st) anniversary of the Issue Date, there shall exist Unencumbered Assets not less than an amount at least equal to twenty percent (20%) of the then outstanding principal of the Bonds,*
- (ii) gradually, and in any event no later than the lapse of the second (2nd) anniversary of the Issue Date, there shall exist Unencumbered Assets not less than an amount at least equal to forty percent (40%) of the then outstanding principal of the Bonds,*

- (iii) *gradually, and in any event no later than the lapse of the third (3rd) anniversary of the Issue Date, there shall exist Unencumbered Assets not less than an amount at least equal to sixty percent (60%) of the then outstanding principal of the Bonds,*
- (iv) *gradually, and in any event no later than the lapse of the fourth (4th) anniversary of the Issue Date, there shall exist Unencumbered Assets not less than an amount at least equal to eighty percent (80%) of the then outstanding principal of the Bonds."*

"DSRA Reserved Amount means the amount that shall be deposited in the DSRA Bond Loan Security Account in accordance with Clause 14.1(xx)(f) of the Programme."

viii. Addition of new Annexes D1 ("DSRA PAYMENT CONFIRMATION") and D2 ("DSRA WITHDRAWAL CONFIRMATION") of the CBL Programme, as follows:

"ANNEX D1 – DSRA PAYMENT CONFIRMATION

To

Bondholders' Agent PIRAEUS BANK

Date: [●]

Dear Sirs,

Common Bond Loan Programme of up to €300,000,000

We refer to the Common Bond Loan Issuance Programme of up to €300,000,000 with issue date 09.07.2021, as amended on [-].12.2023 and on [-].12.2025 and in force (the "CBL Programme"), in relation to which you act as Bondholders' Agent.

Capitalised terms have the meaning given to them in the CBL Programme. This constitutes a DSRA Payment Confirmation pursuant to Clause [14.1(xx)(f)/ 14.1(xx)(e)] of the CBL Programme.

We hereby inform you that on [-] (DATE) the Issuer will deposit the amount of Euro [€-] into the DSRA Bond Loan Security Account under Clause [14.1(xx)(f)/ 14.1(xx)(e)] of the CBL Programme in order to comply with Clause 14.1(x) of the CBL Programme regarding the Unencumbered Assets/ 14.1.(ix) of the CBL Programme]. The calculation and the deposit of the aforementioned amount of Euro [€-] into the DSRA Bond Loan Security Account are made in full compliance with the terms of the Programme.

Further to the above payment, we certify that the total amount deposited in the DSRA Bond Loan Security Account as of the date hereof amounts to Euro [●] (€[●]), taking

into account the payment(s) made on [•], which corresponds/correspond to the DSRA Payment Confirmation(s) dated [•].

Yours faithfully, For the Issuer (Signature)
[Authorised Representative]”

“ANNEX D2 – DSRA WITHDRAWAL CONFIRMATION

To

Bondholders’ Agent PIRAEUS BANK

Date: [•]

Dear Sirs,

Common Bond Loan Programme of up to €300,000,000

We refer to the Common Bond Loan Issuance Programme of up to €300,000,000 with issue date 09.07.2021, as amended on [-].12.2023 and on [-].12.2025 and in force (the “VBL Programme”), in relation to which you act as Bondholders’ Agent.

Capitalised terms have the meaning given to them in the CBL Programme. This constitutes a DSRA Withdrawal Confirmation pursuant to Clause [14.1(xx)(f)/ 14.1(xx)(e)] of the CBL Programme.

We hereby inform you that on [-] (DATE) the Issuer will proceed with the release of the amount of Euro [€-] from the DSRA Bond Loan Security Account under Clause [14.1(xx)(f) / 14.1 (xx) (e)] of the CBL Programme. Such amount has been deposited in the DSRA Bond Loan Security Account pursuant to the DSRA Payment Confirmation(s) dated [-] (DATE). The Issuer requests the release pursuant to Clause [14.1(xx)(f) / 14.1 (xx) (e)] of the CBL Programme, since after the requested release it will continue to comply with Clause 14.1(x) of the CBL Programme regarding the Unencumbered Assets and subject to the provisions of Clause 14.1(xx)(e) regarding the maintenance of the amounts referred to in that Clause, while the said amount of the release is intended to be used for serving the Issuer’s business purpose. The calculation and the release/withdrawal of the aforementioned amount of Euro [€-] from the DSRA Bond Loan Security Account are made in full compliance with the terms of the Programme.

Further to the above withdrawal, we certify that the total amount deposited in the DSRA Bond Loan Security Account as of the date hereof amounts to Euro [•] (€[•]), taking into account the payment(s) made on [•], which corresponds/correspond to the DSRA Payment Confirmation(s) dated [•].

Yours faithfully, For the Issuer (Signature)
[Authorised Representative]”

SECOND ITEM: Approval by the Bondholders of the amendment of Clauses 9.3.2 to 9.3.6 of Clause 9.3 of the CBL Programme (“Early redemption of Bonds by the Issuer (Call Option)”) and granting authorization to the Bondholders’ Agent to codify and execute the amended CBL Programme, as follows:

“9.3.2. Following the expiry of the sixth (6th) Interest Period, the Issuer shall be entitled, at its absolute discretion, at any time up to the expiry of the eighth (8th) Interest Period, to proceed with the early redemption of all or part of the principal of the Bonds, together with the accrued interest thereon up to the early redemption date, calculated in accordance with Clause 7.1 above, as well as applicable Expenses and Taxes, by paying, in addition, a premium per Bond equal to the total amount of interest of one year (i.e., two (2) Interest Periods) on the principal of each Bond.

9.3.3. Following the expiry of the eighth (8th) Interest Period, the Issuer shall be entitled, at its absolute discretion, at any time up to the expiry of the tenth (10th) Interest Period, to proceed with the early redemption of all or part of the principal of the Bonds, together with the accrued interest thereon up to the early redemption date, calculated in accordance with Clause 7.1 above, as well as applicable Expenses and Taxes, by paying, in addition, a premium per Bond equal to sixty per cent (60%) of the total amount of interest of one year (i.e., two (2) Interest Periods) on the principal of each Bond.

9.3.4. Following the expiry of the tenth (10th) Interest Period, the Issuer shall be entitled, at its absolute discretion, at any time up to the expiry of the twelfth (12th) Interest Period, to proceed with the early redemption of all or part of the principal of the Bonds, together with the accrued interest thereon up to the early redemption date, calculated in accordance with Clause 7.1 above, as well as applicable Expenses and Taxes, by paying, in addition, a premium per Bond equal to thirty per cent (30%) of the total amount of interest of one year (i.e., two (2) Interest Periods) on the principal of each Bond.

9.3.5. Following the expiry of the twelfth (12th) Interest Period, the Issuer shall be entitled, at its absolute discretion, at any time up to the expiry of the thirteenth (13th) Interest Period, to proceed with the early redemption of all or part of the principal of the Bonds, together with the accrued interest thereon up to the early redemption date, calculated in accordance with Clause 7.1 above, as well as applicable Expenses and Taxes.

9.3.6. The early redemption of all or part of the principal of the Bonds at the initiative of the Issuer pursuant to this Clause 9.3 (i.e., as provided for in Clauses 9.3.2 to and including 9.3.5 above) presupposes written notification of the Bondholders’ Agent and, consequently, of the Bondholders via an announcement of the Issuer on the Athens Exchange, at least fifteen (15) days and not more than forty (40) days prior to the scheduled early redemption date. Such announcement shall irrevocably bind the Issuer to prepay the amount of the Debt at the time and under the terms stated therein. In

every case of partial early redemption of Bond principal, a principal amount of an aggregate Nominal Value of at least thirty million euro (€30,000,000) shall mandatorily be prepaid, whereas each partial prepayment amount shall be applied to reduce the Nominal Value of all Bonds pro rata. Furthermore, a condition for any partial early redemption is that the aggregate Nominal Value of the Bonds remaining outstanding after the relevant early redemption amounts to at least fifty million euro (€50,000,000)."

Athens, December 17, 2025