



THIS RELEVANT FACT IS A TRANSLATION OF THE SPANISH VERSION. IN CASE OF ANY DISCREPANCIES, THE SPANISH VERSION SHALL PREVAIL.

Madrid, 19 June 2019

Pursuant to the terms set forth in Article 17 of EU Regulation No. 596/2014 with regard to abuse of markets and Article 228 of the Consolidated Text of the Stock Exchange Law, approved by Royal Legislative Decree 4/2015 dated October 23 and other related provisions, as well as Notice 6/2018 of the Mercado Alternativo Bursátil ("**MAB**"), VBARE Iberian Properties SOCIMI, S.A. (the "**Company**" or "**VBARE**") hereby publishes the following:

RELEVANT FACT

The Extraordinary Shareholders' Meeting of the Company, held on June 19, 2019, on second call, with the concurrence of the representative shares of 32.59 percent of the total in which the share capital is divided, has by majority of the presents adopted the following agreements:

- In accordance with the provisions of article 297.1 a) of the Enterprises Company Act - LSC, share capital increase by means of monetary contributions in the maximum total effective amount of 29,993,742.60 euros, via the issuance of up to 2,238,339 new ordinary shares with pre-emptive subscription rights, and the corresponding amendment to the By-Laws and delegation of powers to the Board of Directors.
 - Approval of a monetisation strategy consisting of the liquidation of the Company's asset portfolio as from financial year 2022 if (a) the net equity of the Company, according to IFRS consolidated annual accounts, as at 31 December 2021 is lower than 100,000,000 euros or (b) the average daily trading volume during 2021 is lower than 75,000 euros, and subject to the execution of the share capital increase detailed above in a minimum amount of 12,500,000 euros and delegation of powers to the Board of Directors.
 - Authorisation for the Board of Directors, in accordance with the provisions of article 297.1.b) of the Enterprises Company Act (*Ley de Sociedades de Capital*), to be able to increase the share capital by up to 50% of current share capital within a maximum term of five years, on one or more occasions, in the amount it deems appropriate, at a minimum issue price of 13.40 euros per share.
 - Amendment to the management agreement of the Company in the following terms subject to the execution of the share capital increase detailed above in a minimum amount of 12,500,000 euros and delegation of powers to the Board of Directors.
1. From January 1, 2019, the success fee will be calculated as a 16% of the Annual Share Price Increase. The Annual Increase in the Share Price will be the difference between the weighted average Share Price of the Company in the 90 trading sessions prior to the close of the corresponding year and the weighted average Share Price of the Company in the 90 trading sessions prior to the close of the previous year, adjusted for dividends or other distributions made in the year in such year.



2. The Success Fee shall be payable once the Market Price reaches a minimum level of 15.70 euros (EPRA NAV per share as of December 31, 2018).
3. It is established a hurdle rate of 6% per annum with full catch-up and a high-water mark mechanism.
4. The Hurdle Rate means 6% of the Net Market Capitalisation of the Previous Year, adjusted by any dividends or distributions to shareholders, any acquisitions or sales of treasury shares and any issues or redemption of shares made during the Relevant Year. Such adjustments shall be weighted by the number of days elapsed from the date of the triggering event until 31 December of the Relevant Year. The Success Fee (to be received by the Management Company) will only be paid if the distributable amount of the Relevant Year exceeds the hurdle rate.
5. The full catch-up mechanism implies that, if, for one or more years, the Distributable Amount of the relevant year is not enough to fully pay the Catch up accrued for such year, then, the Success Fee for the following years will be calculated for a period from the year the Success Fee was fully paid the catch up. In this way, the pending amount of full catch up accrued and not paid will be paid in the following years when the Distributable Amount of the relevant year be enough.
6. The success fee is subject to a high water mark mechanism. This mechanism has the objective the success fee be accrued based on the basis already used on the last year the success fee was fully paid.
7. The Success Fee will be paid in ordinary shares of the Company, except for the applicable Value Added Tax that will be paid in cash.
8. The Company shall pay the Success Fee to the Management Company within 7 Business Days from the date on which the Company's general shareholders meeting approves the Consolidated Annual Accounts according to the IFRS of the Relevant Year.
9. Additionally, it has been agreed the termination date for the management agreement be 31 December 2024 unless the Company starts before 31 December 2024 its liquidation. In this case this agreement will be extended two additional years until 21 December 2026, or until the date of liquidation if the Company is liquidated before.
10. In the event of termination of this Agreement due to (a) the liquidation of the Company (b) a breach of the Agreement by the Management Company declared by a competent court or authority (c) starting from April 2020, as part of a successful tender offer subject that at least 75% of the Company's shareholders approve to terminate the Management Agreement with a minimum 180 days' notice period, the Company shall not pay the Management Company any Termination Fee.
11. In the event of termination of this Agreement before 31 December 2024, because at least 75% of the Company's shareholders approve to terminate



the Management Agreement, the Company shall pay to the Management Company a termination fee ("Termination Fee") equal to the sum of (i) the management fee paid in the year previous to the termination, multiplied by two, and (ii) the annual Success Fee to be paid for the two calendar years following the date of termination of the agreement.

12. In the event of termination of this Agreement due to the liquidation of the Company, the Company shall pay the Management Company the success fee as described above, and no termination fee will be paid.

We remain at your disposal for any clarification that may be necessary.

Mr. Íñigo Sánchez del Campo Basagoiti
Non-Board Secretary of the Board of Directors
VBARE Iberian Properties SOCIMI, S.A.