

Main elements from the agreement between Ms Maria Andrei with the Company for her assignment as non-executive director with Plaza Centers N.V (the “Company”).

Term of appointment

The appointment will be for an initial term of one year from the date of the appointment by the general meeting of the Company and, after one year, until terminated by either the Company or by Ms. Andrei, giving not less than two months' prior written notice of such termination.

The Company may by notice, taking effect on the date of its service, terminate and require Ms. Andrei to resign the appointment with immediate effect if Ms. Andrei:

1. commits any act of gross misconduct or repeats or continues (after a written warning) any other material breach of her obligations under the appointment; or
2. is convicted of any criminal offence punishable by imprisonment or conduct which in the reasonable opinion of the board of directors of the Company (**Board**) brings Ms. Andrei or any member of the group headed by the Company (**Group**) into disrepute; or
3. commits any act of gross dishonesty whether relating to the Group or any of its employees or otherwise; or
4. becomes bankrupt or makes any arrangement or composition with or for the benefit of her creditors;
5. in the reasonable opinion of the Board persistently and without reasonable excuse fails to perform her duties; or
6. becomes of unsound mind or becomes a patient under the UK Mental Health Act 1983 or the equivalent in any country where Ms. Andrei may live.

Remuneration

In consideration of the services to be rendered by Ms. Andrei to the Company as non-executive director, Ms. Andrei will not receive an additional remuneration above the monthly remuneration of EUR 2,350 (Romania LEI 11,250) for her services under the current employment agreement as general secretary and management assistant; furthermore, under the same employment agreement Ms. Andrei is entitled to a compensation of a maximum of EUR 20,000 in case of dismissal for reasons not attributable to her.

Interests

During the term of her appointment as non-executive director of the Company, Ms. Andrei will not directly or indirectly (i) be engaged in; or (ii) be employed by; or (iii) hold any directorship or other office in; or (iv) hold shares in; or (v) have any other interest or concern in any company, firm or other business entity located anywhere in the world which in the reasonable view of the Board, competes directly or indirectly with the business of the Company or any company belonging to the group headed by the Company, or which could in the reasonable view of the Board, give rise to a conflict of interest. This shall not prevent Ms. Andrei from holding up to 3% of shares in such a company listed on a recognized stock exchange.