

EXHIBIT 2.K



Date: July 15, 2021

To whom it may concern:

This is to certify that the attached translation from Dutch and into English is an accurate representation of the documents received by this office.

The document is designated as:

- Select Excerpts from ECLI NL GHSHE 2015 1668

Alexander Danesis, Project Manager in this company, attests to the following:

“To the best of my knowledge, the aforementioned documents are a true, full and accurate translation of the specified documents.”

Alexander Danesis
Signature of Alexander Danesis

ECLI:NL:GHSHE:2015:1668

Court	Court of 's-Hertogenbosch
Date of ruling	05/12/2015
Date of publication	05/12/2015
Case number	HD 200 158 817_01
Formal relations	Interim ruling: ECLI:NL:GHSHE:2014:5356
Areas of law	Civil law
Special features	Appeal summary proceedings
Content summary	Submission of exhibits, Art. 843a of the Dutch Code of Civil Procedure. In the present case, franchisees (C1000) have no right to examine an agreement whereby Jumbo transfers the properties to Ahold. Fishing expedition. No indications exist that there are provisions in the agreement from which the franchisees can derive a right or interest.
Law references	Dutch Code of Civil Procedure (applies in case of digital litigation)
843a	
Sources	Rechtspraak.nl AR 2015/818 AR 2015/819 NJF 2015/299

Judgment

COURT OF 's-HERTOGENBOSCH

Civil law division

Case number HD 200.158.817/01

Ruling of 12 May 2015

In the matter of

Vereniging C1000,
domiciled at [place of domicile],
Appellant,

hereinafter called: C1000,
Attorney J.W. de Groot, LLM, of Amsterdam.

versus

Jumbo Groep Holding B.V.,
domiciled at [place of domicile],
Respondent,
hereinafter called: Jumbo,
Attorney R.G.J. de Haan, LLM, of Amsterdam.

which is joined by:

Koninklijke Ahold N.V.,
domiciled at [place of domicile],
hereinafter called: Ahold,
Attorney J. de Bie Leuveling Tjeenk, LLM

as continuation of the interim ruling issued by the Court of Appeal on 16 December 2014 in the appeal of the judgment of 23 September 2014, ECLI:NL:RBOBR:2014:5484, issued in summary proceedings by the judge in interim injunction proceedings of the Oost-Brabant Court, session venue 's-Hertogenbosch, under case number C/01/280890/KG ZA 14-421.

6.5. Complaints 2, 3 and 4

6.5.1. These complaints relate to what the judge in interim injunction proceedings considered in rationes decidendi 4.7, 4.8, 4.9, and 4.12 and decided with respect to the claim. They constitute the core of the dispute. In short, the judge in interim injunction proceedings is of the opinion that a legitimate interest in submission of exhibits is lacking, partly because the transfer of the leasing rights to Ahold was effected by a split based on Article 2:334a et seqq. of the Dutch Civil Code (transfer by universal succession), so that the relationship will not change.

6.5.2. C1000 points out that according to the lease agreements, the leased property is solely intended to be used as a supermarket in accordance with the C1000 franchise formula. An interpretation can no longer be given to this after mid-2015 because the C1000 formula ceased to exist. C1000 questions how the lease and franchise agreements must be interpreted thereafter. Moreover, C1000 states its right to consultation (with Jumbo) and to Jumbo's duty of care as expressed in Article 1.3 of the Formula Agreement, which has possibly been violated. C1000 therefore demands inspection of the agreements that were made by Jumbo and Ahold in that respect. In point 6.10 of the appeal summons, C1000 argues that it is in C1000's interest to know what the exact agreements are that were made in the framework between Ahold and Jumbo.

6.5.3. The Court of Appeal first states that agreements between Jumbo and Ahold on the sale of the real property should in principle not affect the franchisees and C1000. That also applies when the claim for submission of exhibits must be read as limited, namely solely the passages from the agreements that relate to the leasing rights. An agreement is only effective between its parties. On the occasion of the closing arguments, Jumbo and Ahold stated that the agreement between them does not provide for a third-party stipulation in favor of franchisees or for a right to return to the old formula; any indication of the existence of such a provision was not asserted and was also not apparent to the Court of Appeal.

It is for this reason that the claims for submission of exhibits, as these were asserted in general terms, must already be denied. In general, C1000 has no legitimate interest in inspecting the contracts that were concluded between third parties. The mere circumstance that they represent lessees/franchisees, or that the lessees/franchisees are indirectly involved as such in the transfer, is insufficient for this purpose.

6.5.4. On the occasion of the closing arguments, C1000 therefore further specified its claims (point 3.15):
If it would appear from the agreements between AH and Jumbo with respect to the leasing rights that C1000 entrepreneurs could indeed still pass to Jumbo under certain circumstances or another formula, then that would be extremely relevant for the individual C1000 entrepreneur who has at this time not yet transferred to AH.

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