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| WHEREAS: |  |
| Seller 1 and Seller 2 are professional real estate investors and are the holder of respectively the residual ownership right transferred by Belgium SA by virtue of a notarial deed dated 9 June 2011 (the Residual Ownership Right) and of a long-term lease right (droit d’emphythéose / erfpachtrecht) (the Long-term Lease Right) granted by Belgium SA by virtue of a notarial deed dated 23 May 2011 on an office building located at 1040 Yyyy (Brussels), Xxx (the Property), as further described in Clause 3.1 . |  |
| Seller 1 and Seller 2 wish to sell and the Purchaser wishes to acquire all the rights in rem pertaining to the Property being in the case at hand the Long-term Lease Right and the Residual Ownership Right on the Property in accordance with the conditions laid down in this agreement (the Agreement). |  |
| Prior to entering into this Agreement, the Purchaser, assisted by its professional advisers, has carried out a technical, real estate, legal, tax, environmental and town-planning due diligence investigation (the Due Diligence), including a review of documents made available in a virtual data room (the Data Room) and visits to the Property. |  |
| The Purchaser has had access to all the documents in the Data Room (the Data Room Documents) and had the opportunity to raise questions as part of its due diligence exercise on which he received satisfactory answers (the Q&A). |  |
| All Data Room Documents and all Q&A’s relating to the Due Diligence that were made available until the execution of this Agreement in a notarial deed (the Notarial Deed) are recorded on a non-rewritable DVD’s that will be attached to this Agreement as Schedule 2 . |  |
| IT IS AGREED as follows: |  |
| DEFINITIONS AND INTERPRETATION |  |
| Definitions |  |
| For the purpose of the present Agreement and without prejudice to the definitions set forth in the Agreement itself or its preamble, the following terms shall have the meaning set forth herein: |  |
| “Agreement” means the present agreement, including the Schedules attached thereto. |  |
| “Business Day” means a day on which the banks in Belgium and Frankfurt are open for business, excluding Saturdays and Sundays. |  |
| “Claim” means any claim by the Purchaser against the Sellers in respect of this Agreement and the Notarial Deed. |  |
| “Clause(s)” means a/the clause(s) of this Agreement. |  |
| “COBRACE” means the Code bruxellois de l’air, du climat et de la maîtrise de l’énergie. |  |
| “Data Room” means the virtual data room containing the Data Room Documents. |  |