

LEASE CONTRACT

1120110031

BETWEEN :

1. The company **223 Capital SPRL** registered with the Register of Commerce under the number 0812.710.342 with registered office at Lloyd George 7 at 1000 Brussels.  
Represented hereto by Lancon SPRL itself represented by

Hereinafter referred to as "the Lessor",

on one hand,

AND

1. The **Office for Harmonization in the Internal Market (Trade, Marks and Designs)** registered with the Register of Commerce under the number V-03.965.324 with registered office at Alicante, Spain, Avenida de Europa 4.  
Represented hereto by

Hereinafter referred to as "the Lessee",

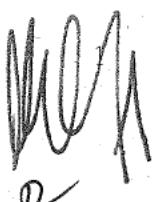
on the other hand,

together referred to as "the Parties"

WHEREAS :

The Lessor is the owner of the 4<sup>th</sup> floor in the building situated Rue de la Loi 223, 1040 Brussels. (hereinafter referred to as "the Premises"), as well as two parking spaces located in the -1 level of the building.

The object of this Agreement is to define the terms and conditions of the lease between the Parties.



**IT IS HEREBY AGREED :**

This present Agreement is settled according to the Specific Conditions hereunder and remains subject for all other matters to the General Terms and Conditions in annex.

It is expressly agreed between the Parties that in case of contradiction between the Specific Conditions and the General Terms and Conditions to this Agreement, the Specific Conditions will prevail.

**SPECIFIC CONDITIONS**

**1. DESCRIPTION OF THE LEASED PREMISES**

The Lessor leases to the Lessee, who accepts, the following parts of the above mentioned building:

- Office space located on the 4<sup>th</sup> floor in the building situated in rue de la Loi 223, 1040 Brussels, as described on the plans attached hereto in Annex 2, totally about 283 gross square meters;
- 2 parking spaces located on -1 level in the building with numbers 8 and 15.

The leased Premises and parking spaces represent 110/1.000ths of the common parts of the building.

**2. DURATION OF THE LEASE**

The present lease is granted for a duration of nine consecutive years, starting on July 1<sup>st</sup>, 2011 and ending automatically on June 30, 2020.

However, the Parties are entitled to terminate the lease at the end of each three-year period, i.e. for the first time on June 30, 2014 and for the second time on June 30, 2017, by giving to the other party a six-month notice by registered mail.

In case the Lessee stays in the Premises after the termination of the present lease, tacit renewal of this Agreement shall never be implied.

In order to do the needed private works on the premises, the Lessor allows the lessee to enter the premises as from May 1<sup>st</sup> 2011. This early entrance of the premises would only be granted if the Lessee had applied for a bank guarantee, in accordance with Article 9 of the present contract, and if the initial state of the

premises had been drawn up, in accordance with Article 8 of the present contract. Taxes and charges would be charged to the Lessee as from May 1st 2011.

### **3. USE OF THE PREMISES**

It is agreed between the Parties that the leased Premises shall be used by the Lessee solely for administrative purposes as offices with multi-function areas and parking spaces. The Lessee may not change the destination of the leased Premises without the Lessor's prior written agreement. It is expressly agreed that the Law of April 30, 1951 on commercial leases shall not govern this Agreement.

### **4. RENT**

This Agreement is granted by the Lessor to the Lessee, who accepts, at the following annual base rent:

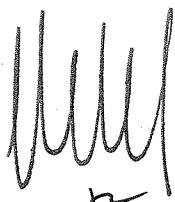
- For the office space	:	295 euro/m <sup>2</sup> x 283 m <sup>2</sup>
- For the covered parking spaces	:	2.000 euro x 2
TOTAL ANNUAL BASE RENT	:	87.485 euro/year
	I.E.	21.871,25 euro/quarter

The above mentioned annual base rent is payable in advance in four quarterly installments on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> of each year.

A rent of 7.290,41 euro is due and payable for the first time on the 1<sup>st</sup> of September 2011, by transfer into the Lessor's account number BE62 7320 2059 4161, BIC CREGBEBB, with the CBC.

In order to avoid late payment of its rent, the Lessee undertakes to have the payment for its rent and charges made by means of a standing order which the Lessee undertakes to set up with its bank with a copy sent to the Lessor.

Rent is due automatically at the beginning of each quarter without need of formal notice.



**5. INDEXATION**

The initial annual rent shall be adjusted annually, in accordance with the provisions of Article 5 of the General Terms and Conditions of this Agreement, as follows :

- For the first time on : July 2012
- The base index used being that of the month of : June 2011

**6. CONTRIBUTIONS AND TAXES**

All taxes, levies, contributions and charges of any kind due to the State, a Region, Community, Municipality or other authority or administration, including the real estate tax and the tax on the office surfaces, shall be paid by the Lessee as from the starting date of the lease, *pro rata temporis*. The Lessee shall also pay any taxes, levies, contributions and charges due by reason of the activities exercised by the Lessee in the property.

The Lessee shall pay the taxes, levies, contributions and charges for the due date. At first request, the Lessee shall send evidence of the payment to the Lessor.

The Lessee is exempt from all customs duties, indirect tax and sales taxes under the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European communities of 8 April 1965 (OJ No 152, 13.07.1967). This exemption is granted to the Office by the Governments of the Member States either immediate exemption or through refunds upon submission of supporting documents. The Lessee will issue all the necessary instructions in this regard to the Lessor.

The Lessor already agrees to do the necessary to obtain the exemption of the taxes described above but can in no case be considered as responsible if the exemption cannot be granted.

**7. COMMON CHARGES**

In accordance with Article 7 of the General Terms and Conditions of this Agreement, the Lessee shall pay, in addition to the rent, its share of common charges. In order to cover those expenses, the Lessee shall pay a provision of 2.830 Eur/quarter (VAT excluded) in advance and on a quarterly basis, together with the rent, on January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> of each year.



The quarterly provisions are payable on the account of the ACP Loi 223, who will be in charge of the allocation of the common charges, at the BNP Paribas Fortis, account number BE28 0016 1813 6620, BIC GEBABEBB. All payments of common charges should mention:

"charges – 4<sup>th</sup> floor – rue de la Loi 223, 1040 Brussels"

#### **8. STATE OF PREMISES**

The Parties agree to appoint an expert to realize a state of premises before any occupation of the leased Premises.

At termination of the lease, the Lessee shall reinstate the Premises to the same state in which he has received them under reservation of normal wear and tear.

The state of premises at the end of the lease will be established following the same procedure as for the entry survey, after the Lessee has left the Premises, and at latest the last day of the lease. The expert will have to agree the amount of damages for which the Lessee is responsible. For this state of premises, the Parties will appoint their expert at least 1 month before the end of the lease, by common agreement or if no agreement is found, at the civil court.

#### **9. GUARANTEE**

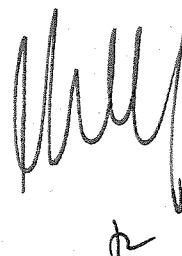
In accordance with Article 9 of the General Terms and Conditions of this Agreement, the Lessee undertakes to provide the Lessor with a guarantee equivalent to six months rent, being 43.742,50 Euro.

The Lessee undertakes to provide the Lessor with a guarantee from his bank, which shall be handed over to the Lessor within thirty days of execution of this Agreement.

This guarantee shall exist until all accounts are finally settled, including those relating to subscriptions and consumptions even if the Lessee has already vacated the Premises, and until the time the full performance of its obligations will have been ascertained by the Lessor.

The Lessee may not use the guarantee to offset an installment of rent or deposit.

The Guarantee shall be adjusted once the annual base rent is increased by 15% compared to the base rent in order to represent six month of the indexed rent.



**10. INSURANCE**

The building is covered by an insurance policy number 010.730.168.500, taken out with Axa Belgium S.A.

The Lessee acknowledges having received a copy of this insurance policy.

The premiums relating to the insurance policy are included in the common charges.

The Lessée shall undertake to have himself insured for civil liability and shall provide a copy of his insurance to the Lessor.

**11 SPECIFIC CLAUSES**

It is agreed between the Parties that a rent free period of 2 (two) months is granted at the start of lease (charges to be paid by the Lessee).

**12 EVALUATION PRO FISCO**

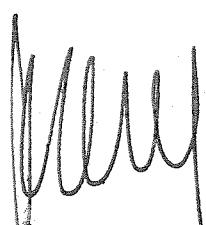
The Parties value all charges owed by the Lessee by virtue of the present lease, to be equivalent to 10% (ten percent) of the annual rent.

**13 HOUSE RULES**

The Lessor undertakes to transmit to the Lessee a copy of the House Rules for the building.

**14 DUTIES**

All costs and duties resulting from the execution of this Agreement, such as registration and stamp duties, certified translation, fines for tardy registration or non-registration, shall be at the Lessee's sole expense.



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Made in good faith, in three (3) original copies, in Bruxelles, on 19.07.2011, one of which is for Registration, each of the parties acknowledging that they have received one copy.

THE LESSOR

THE LESSEE

Enregistré ... Sept ..... rôle(s) ... Sans ..... envoi(s)  
 au 1er bureau de l'Enregistrement de BRUXELLES

le dix-huit juillet 2011 .....

vol ... 625 .... fol ... 12 .... case ... 732 ....

Reçu : Mille Sept cent trente deux euros et vingt et un cent (1732,21€)

L'Inspecteur principal a.i.

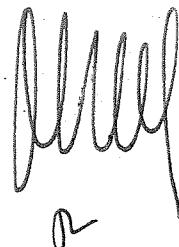
## GENERAL TERMS AND CONDITIONS

### 1. SUBJECT OF THE LEASE

- 1.1 By this Agreement, the Lessor leases to the Lessee, who accepts, the building described in the "Specific Conditions" of this Agreement.
- 1.2 The premises are known by the Lessee, who releases the Lessor from providing further details about them, other than those contained in the contradictory description which shall be drawn up before the Lessee's occupation of the premises.

### 2. Duration and court-ordered termination of the lease

- 2.1 The present lease is granted for the duration described in the "Specific Conditions" of this Agreement. This Agreement may only be terminated at the end of the periods foreseen by the contract or determined in the "Specific Conditions" and in compliance with the notice periods provided therein.
- 2.2 Without prejudice to the provisions of Article 2.1 here above, the lease may not be terminated unilaterally. The Justice of the Peace shall be solely entitled to terminate this Agreement. In case of termination of the lease for cause attributable to the Lessee, the Lessee shall pay all costs, disbursements and expenses whatsoever resulting from this termination. In addition to the rent, the charges, its portion of the taxes, and dues for its current occupation, the Lessee shall pay a fixed contractual indemnity as compensation for re-rental of the premises, equivalent to six months' rent, without prejudice to the Lessor's right to claim a higher re-rental indemnity in case the premises would remain vacant during a longer period.
- 2.3 The amount of the indemnity mentioned in Article 2.2 here above shall not include the indemnity owed by the Lessee for tenant's damages.



3. USE OF THE PREMISES

- 3.1 The Lessee shall not be entitled to alter the destination described in the "Specific Conditions". This prohibition includes any alteration of the destination, and any extension of the premises.
- 3.2 The premises are leased for office, parking and storage use which constitutes an essential element of the lease, by express agreement. Consequently, in the event the Lessee alters this destination without the Lessor's prior written consent, the Lessor shall be entitled to terminate this Agreement.
- 3.3 It is expressly agreed that in no way the leased premises may serve as a private residence nor for the operation of a business activity or any other activity governed by the Law of April 30, 1951 on commercial leases.

4. Rent - Indexation

- 4.1 It is expressly agreed that the rent determined in the "Specific Conditions", shall be in relation with the variations of the health index published monthly in the Moniteur Belge (official journal). The health index mentioned here above may be replaced by another index when and if it ceases to exist.
- 4.2 The rent shall be adjusted annually on each anniversary date of the lease according to the following formula :

$$\frac{\text{Base rent} \times \text{new index}}{\text{base index}}$$

- 4.3 The parties agree that :

- the base rent is the initial annual rent determined here above, excluding the charges and costs put at the Lessee's expense in accordance with this Agreement.
- the new index is that of the month preceding the indexation.
- the base index is that of the month preceding the execution of this agreement.

- 4.4 Any increase or decrease of the rent, resulting from the present clause, shall be made automatically without notice either from the Lessor or the Lessee.



- 4.5 It is expressly agreed that any waiver on the Lessor's part to the benefit of the increase of the rent, in accordance with the provisions mentioned in Article 4 here above, shall be in writing and signed by the Lessor.

**5. Guarantee**

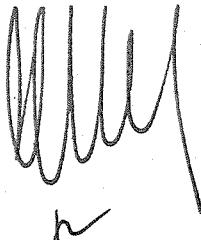
- 5.1 To guarantee the performance of its contractual obligations, the Lessee shall provide the Lessor with a guarantee equivalent to the amount mentioned in the "Specific Conditions", within 30 (thirty) days of execution of this Agreement.

The duration of the guarantee shall be equal to the entire duration of the lease.

- 5.2 At the Lessee's choice, the guarantee can either be in the form of a jointly liable and irrevocable bank guarantee constituted by a leading bank approved by the Lessor, or by the deposit into the Lessor's bank account or its representative's of an amount equivalent to the sum mentioned here above. In the event the Lessee constitutes a bank guarantee, the text of the guarantee as well as the identity of the bank which shall issue it, must be approved by the Lessor prior to signing the lease.
- 5.3 The guarantee shall be adjusted at each adjustment of the rent, so that it shall correspond at all times to an amount equivalent to the number of months of rent mentioned in the "Specific Conditions".
- 5.4 In addition to the guarantee, and pursuant to Article 1752 of the Civil Code, the Lessee undertakes to keep the leased premises fully furnished. The Lessee shall ensure that the value of the furniture shall be sufficient to guarantee the Lessor at least one year's rent.
- 5.5 The amount of the guarantee as well as any interest accrued shall be reimbursed to the Lessee at the end of the lease after deduction of all sums owed in terms of rent, charges, taxes, repairs, etc... and until the time that the full performance by the Lessee of its obligations will have been ascertained by the Lessor.

**6. Taxes and dues, contributions, VAT, registration duties**

- 6.1 All taxes, dues, contributions, VAT, registration duties, such as the annual real estate withholding tax levied on the cadastral revenue of the building, and taxes levied on the activity or the occupation of the Lessee, currently in existence or that may be created in the future, which are or shall become by law payable to the State, the Region, the Province, the Commune or any other public body or authority, shall be the responsibility of the Lessee alone.

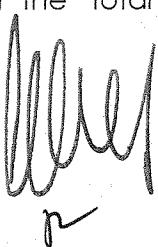


All VAT duties applicable on the costs and common charges shall be the responsibility of the Lessee alone.

- 6.2 The Lessee shall pay its share of the amounts mentioned in Article 6.1 here above, proportionally to its share of the common parts mentioned in Article 1 of the "Specific Conditions" of this Agreement.
- 6.3 The Lessee undertakes to pay its share at the Lessor's first request and within the period determined by the Tax Administration in order to release the Lessor from any payment of the amounts mentioned here above. In case of tardy payments, the Lessee shall pay an indemnity to the Lessor, equivalent to the Lessor's prejudice, in addition to all other sums owed.
- 6.4 In the event of nullity of one of the clauses mentioned in Article 6 here above, the Lessee undertakes to increase the amount of the rent in order to make it equivalent to the current rent plus the taxes owed.

## **7. Common charges**

- 7.1 In addition to the rent, the Lessee shall bear its share in the common expenses which include the following charges: the general overhead of the building, such as the costs relating to services, goods or utilities of the building and its common parts, excluding the costs related to the private use of an occupant or a specific group of occupants.
- 7.2 Common charges include inter alia, the costs relating to:
  - the cleaning of the common areas, including the cleaning of the facade and outside windows, even those of the private areas.
  - the collection of trash generated by the normal activity of the office occupants.
  - the clearing of snow and spreading of salt.
  - the maintenance of the surroundings of the building including the normal replacement of plants.
  - the maintenance and inspection of the lifts, escalators, nacelles, and other similar equipment including the "total coverage" premiums of these installations.
  - the maintenance of the various technical installations such as the heating, ventilation, humidifiers, cooling systems, air conditioning, electricity and sanitary equipment's, including the premium for the "total coverage" of these installations.



- the necessary periodical inspection.
- the consumption of electricity, water and gas.
- the consumption of fuel.
- the manager's salary as agreed between the Lessor and the manager.
- the insurance premiums of the building and the amount of non-coverage in case of accident.
- surveillance of the building, day and night rounds, including salary paid to the door-keeper and to other staff members working in the building.

This list is not exhaustive.

The amount of the Lessee's share of common charges shall be determined on the basis of the actual charges. The amount of the quarterly deposit is determined at the end of each year of occupation, on the basis of the actual charges incurred during the previous year.

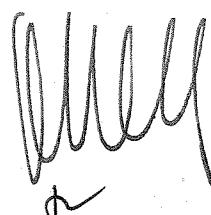
- 7.2 The Lessee shall bear its share of the expenses mentioned in Article 7 here above, in proportion to its share of the common parts as mentioned in Article 1 of the "Specific Conditions" of this Agreement.
- 7.3 The Lessee shall pay to the property manager or to any other person appointed by the Lessor, the agreed deposits in accordance with the provisions of the "Specific Conditions". Accounts shall be drawn up at the end of the year. The Lessor or the property manager shall provide the Lessee with the breakdown of all common expenses incurred as well as individual accounts for each tenant. The Lessee shall pay the outstanding balance between each Lessee's share of the charges and the deposits paid by it within 30 days of the reception of the statement of accounts.

All vouchers used as a basis for drawing up the aforementioned accounts may be consulted by the Lessee, in the Lessor's or the property manager's office.

- 7.4 The Lessor or the property manager is entitled to change the amount of the quarterly deposits, based on the actual or foreseen expenditures during the current year.

## **8. Individual charges**

- 8.1 Individual charges include the expenses relating to the occupation of the private areas reserved for the Lessee's exclusive use.



- 8.2 Individual charges include, inter alia, the private consumption of water, gas, electricity, as well as the subscription dues for telephone, cable TV/radio, etc. The Lessee shall be solely responsible for all connection costs, if any, and will pay the aforementioned rates, directly to the bodies concerned.
- 8.3 In case the use of a floor entails a common use of specific private areas, the charges relating to the common use shall be borne solely by the occupants using the said common area. The task of determining and dividing the above mentioned costs of this common area, shall not be included in the Lessor's or manager's tasks.

#### **9. Sub-letting – transfer of the lease**

- 9.1 The Lessee may not assign or sub-let the premises in all or in part, except with the Lessor's prior written consent, which may be made subject to any conditions deemed necessary by the Lessor. The Lessor shall justify its refusal or the conditions which its acceptance was made subject to. The Lessee may not sub-let the premises at a lower rent than the rent due by virtue of this Agreement.
- 9.2 The Lessee consequently undertakes to submit the draft of the sub-lease or the assignment to the Lessor's prior written consent. The Lessee undertakes to provide the Lessor with a duly registered copy of the sub-lease agreement or the assignment agreement within 30 days of the registration of said agreement.

#### **10. State of the premises**

- 10.1 Before the Lessee's occupation of the premises, a contradictory state of the premises and the fixtures will be drawn up in accordance with the provisions of the "Specific Conditions" of this Agreement.
- 10.2 At the end of the lease, a contradictory description shall also be drawn up.
- 10.3 The expert appointed to draft the description prior to the Lessee's occupation of the premises, in accordance with the "Specific Conditions", shall be expected to draft the description at the end of the lease.  
  
In the event of death or unavailability of that expert, the state of the premises and fixtures shall be drafted by an expert jointly appointed by the parties at least 30 days prior to the end of the lease or, failing this, by the Justice of the Peace who has jurisdiction, at the request of the most diligent party.
- 10.4 The parties acknowledge that the decision of the jointly appointed expert shall be irrevocably binding without appeal.



- 10.5 The expert's costs and fees shall be jointly and equally borne by the parties.
- 10.6 The expert shall in particular have the task of assessing the amount of compensation due to the Lessor, including that for the unavailability of the property while repairs are being carried out.

#### **11. Alteration to the premises**

- 11.1 Any modification requiring the Lessor's prior written consent may be made subject to any conditions which the Lessor deems necessary. The Lessor may require prior technical research studies.
- 11.2 The works shall be carried out at the Lessee's sole expense and responsibility. The Lessee undertakes to carry out the works in accordance with the rules of the trade and current regulations. The Lessor shall be entitled to have the authorized works supervised, at the Lessee's sole expense, in order to ensure the Lessee's compliance with the conditions which its authorization was made subject to. The Lessee undertakes to obtain coverage, at its own expense, for its liability and that of the building contractor, charged with the works. The Lessee shall provide all vouchers at the Lessor's or the Lessor's appointee's first request.
- 11.3 Upon termination of the lease, all improvements and modifications brought by the Lessee to the leased premises will automatically become the Lessor's property, without compensation to the Lessee and without prejudice to the Lessor's alternative right to request that the premises be restored, at the Lessee's sole expense, to the condition in which they existed before the Lessee's occupation. If the Lessor chooses the second alternative, the expert appointed to draw up of the inventory of fixtures at the end of the lease, shall assess the amount of compensation owed to the Lessor for unavailability of the premises during the time needed to carry out the aforementioned works.

#### **12. Maintenance and repairs**

- 12.1 The Lessee shall occupy and maintain the premises with due and proper care. Maintenance works shall be carried out regularly, ensuring that the premises are kept in a perfect state or repair.
- 12.2 The Lessee shall keep all water pipes, stop cocks, drain pipes, sanitary equipment, etc. in a perfect state of repair and protect them against freezing or misuse, and shall ensure, that toilets, drains and pipes are never blocked as a result of its actions or those of persons for whom he is responsible.



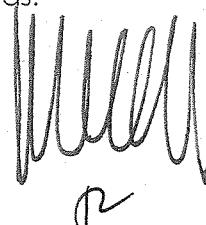
A handwritten signature consisting of several stylized, overlapping loops and curves, likely belonging to a witness or a party involved in the contract.

The Lessee shall carefully maintain internal paint works, sanitary equipment, wall coverings, flooring, electrical equipment, heating systems, doors and windows as well as their locks. He shall immediately replace, at its own cost, any broken windows, even if caused by storm or any other case of force majeure.

The Lessee shall clean the windows and the private areas of the leased premises. He shall replace the frames and repair the concrete flooring.

The Lessee shall bear the amount of non-coverage agreed to in the insurance policy of the building, in the event the damage is insured.

- 12.3 In case the Lessee does not fulfill the aforementioned contractual obligations, the Lessor shall be entitled to have the necessary works carried out by a third party at the Lessee's sole expense and on its own responsibility, without prejudice to any other rights or recourse from the Lessor.
- 12.4 The Lessor will only be responsible for major (gross) repairs other than tenants repairs or minor maintenance mentioned above and in article 1754 of the Civil code which have not become necessary due to the fault of the tenant.
- 12.5 The Lessor or its appointee shall be entitled to visit the premises at any moment by giving the Lessee a 48 hour notice.
- 12.6 The Lessee shall give immediate notice to the Lessor of the need for any major repairs or the occurrence of accidents for which the Lessor could be held responsible, on pain of being responsible for any damage resulting from the failure to give such a notification in due time.
- 12.7 The Lessee shall tolerate that any landlord's repair works be carried out by the Lessor without any compensation or rent reduction, even if they should last more than 40 days.
- 12.8 The Lessee shall authorize any works that the Lessor shall deem necessary to carry out in the building (including the areas leased for the exclusive use of the Lessee) without any compensation or rent reduction. The Lessor undertakes to expedite as much as is reasonably possible the carrying out of such works to ensure that the Lessee's normal activities be hindered as little as possible.
- 12.9 The Lessor shall not be liable in the event that the general services such as the supply of water, gas and electricity were interrupted or suspended, whatever the cause of the interruption or suspension may be and even if the services were interrupted or suspended subsequently to the necessary and/or urgent works carried out in the building.
- 12.10 The Lessee shall use the common areas with due and proper care on pain of being responsible for any damage resulting from the violation of the aforementioned obligation. It is agreed that the provisions of Article 12 are applicable to the whole building, i.e. the common areas as well as the private areas.



**13. Sale of premises - Termination of the lease - Visit of the property**

Six months prior to the end of the lease or in the event of sale of the leased premises, the Lessee shall tolerate that posters be placed on the ground floor of the building, and that potential tenants or purchasers visit the leased premises completely and freely during normal work hours, with a 24 hour notice.

The visits shall take place in the presence of one of the Lessee's representatives.

**14. Expropriation**

- 14.1 In the event of expropriation of the leased premises, in all or in part, the Lessee shall not be entitled to claim damages from the Lessor.
- 14.2 The Lessee shall be entitled to make a claim solely against the expropriating authority and he shall not be entitled to claim against such authority any indemnity which would reduce the compensation for expropriation that may be owed to the Lessor.

**15. Insurance - Waiver of claim**

- 15.1 It is expressly agreed that the Lessee shall obtain tenant's liability coverage and shall maintain this coverage for the entire duration of its tenancy. The Lessee shall therefore take out an insurance policy of the type "total fire coverage".

The insurance policy shall include the commitment of the insurer to inform the Lessor in advance and by registered mail, of any cause for termination of the insurance policy or suspension of its effects, including the non-renewal of the insurance policy.

The Lessee undertakes to supply a copy of the insurance policy to the Lessor within 30 days of the execution of the present lease agreement. It is expressly agreed that all insurance policies taken out by the Lessee shall contain a general waiver of all claims against the Lessor.

- 15.2 In the event the Lessee's activities entail an increase in the insurance premiums owed by the Lessor, such increase shall be borne solely by the Lessee.

**16. Waiver of claim based on the responsibility of the lessor and its legal successors**

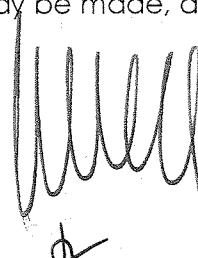
- 16.1 The Lessor and its legal successors decline any responsibility for any damage caused to the Lessee or to third parties and which is attributable to the Lessor's staff members, such as door-keepers or house-keepers, regardless of the fact the damage was caused during the performance of their duties or not.
- 16.2 The Lessee undertakes to ensure that the leased premises are well guarded and protected and expressly releases the Lessor and its legal successors of any responsibility for theft, riots or any other disturbances occurring in front of or within the leased premises, whether the premises are part of a commercial mall or not, and whether they abut a public street or not.
- 16.3 In the event administrative or judicial proceedings were initiated against the Lessor, because of the Lessee's presence or its activities in the leased premises, the Lessee undertakes to stand up for the Lessor and to indemnify the Lessor against any sentence that may be pronounced against him.
- 16.4 The tenant will have no recourse against the Lessor unless it can be established that the latter, having been notified of his responsibility for the repairs, had not taken immediately all measures necessary to remedy them. The same applies in respect of responsibilities set out in articles 1386 and 1721 of the Civil Code. The tenant expressly agrees to obtain the agreement of any eventual subtenants of the space.
- 16.5 The Lessee expressly waives any claim against the Lessor, for any damage which may be caused to the furniture that garnishes the leased premises, resulting from unfortunate events such as fire, water damage or accident. The Lessee acknowledges that he shall take out the necessary insurance in order to obtain coverage of the aforementioned risk.

#### **17. ADVERTISEMENT**

- 17.1 Any form of advertisement shall require the Lessor's prior written agreement and the supplying of an insurance policy by the Lessee containing its waiver of any recourse against the Lessor in case of accident.
- 17.2 The Lessee shall also obtain the authorization of all proper administrative bodies, if necessary.

#### **18. Election of domicile - Jurisdiction - Choice of language**

- 18.1 For the purpose of this Agreement, the Lessee shall elect domicile at the leased premises. Accordingly, any notification by the Lessor may be made, at the Lessor's



choice, either at the leased premises or at the Lessee's domicile or registered offices.

- 18.2 The above mentioned election of domicile will remain in effect after the termination of the lease, until the Lessee informs the Lessor by registered mail of its new domicile situate in Belgium.
- 18.3 In case of any dispute between the parties, the Justice of the Peace of the district where the leased premises are situated shall have sole jurisdiction.
- 18.4 The choice of language is French for legal matters under this Agreement.

**19. Duties**

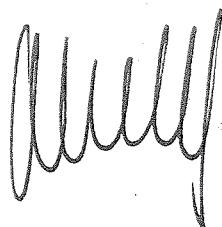
- 19.1 All costs and duties resulting from the execution of this Agreement, such as registration and stamp duties, certified translation, fines for tardy registration or non-registration, shall be at the Lessee's sole expense.
- 19.2 The Parties value all charges owed by the Lessee by virtue of the present lease, to be equivalent to 10% (ten percent) of the annual rent.

Executed in good faith in Brussels, on 19.05.2011 in three (3) original copies, one of which is for registration, each of the Parties acknowledging that they have received one copy.

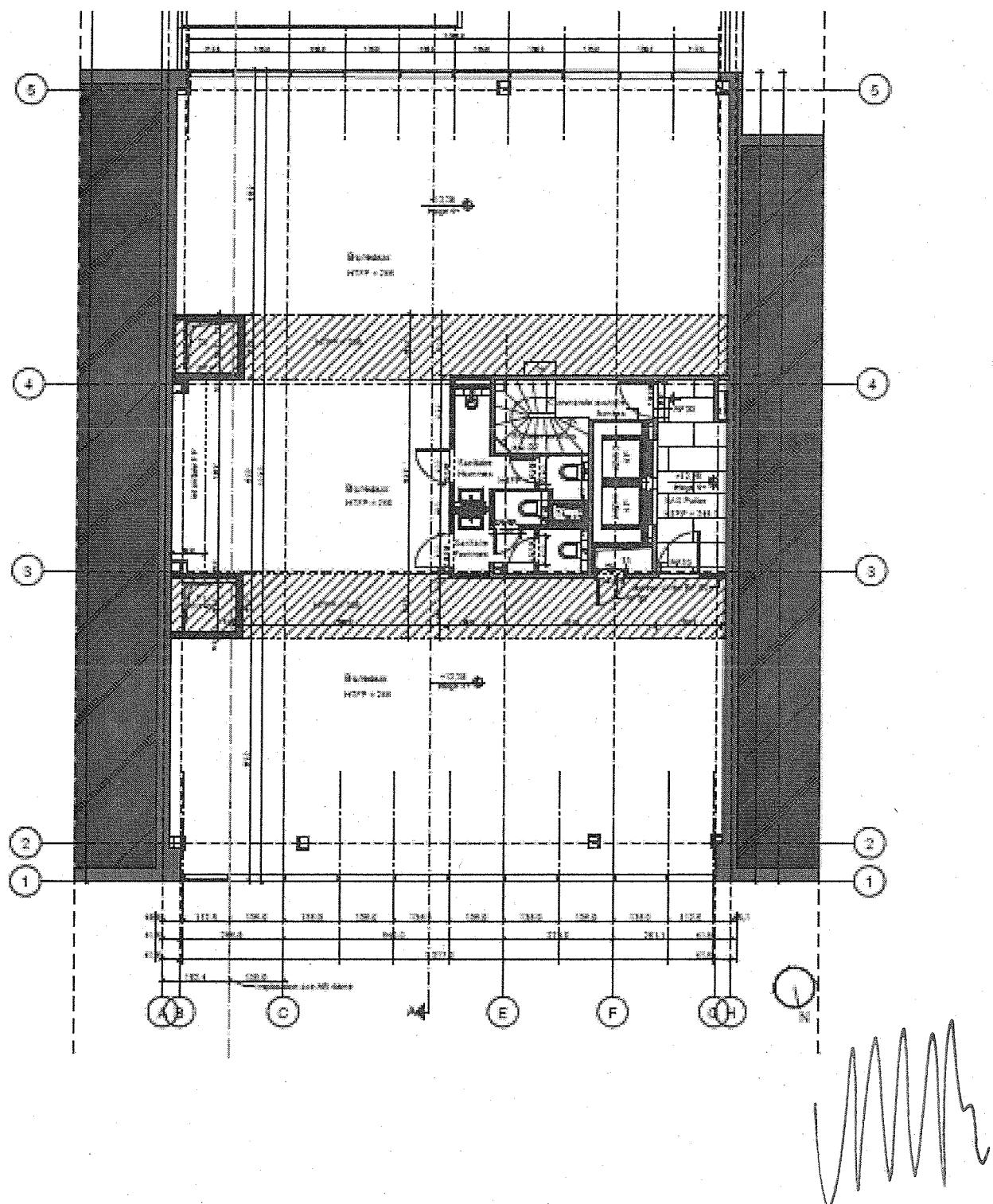
THE LESSOR



THE LESSEE



PLAN



## **RÈGLEMENT D'ORDRE INTÉRIEUR**

### **CHAPITRE III : Règlement d'ordre Intérieur**

#### **Article 54: Principe**

La jouissance de l'immeuble et les détails de la vie en commun font l'objet du règlement d'ordre intérieur.

Il ne peut être modifié que par décision de l'assemblée générale statuant à la majorité des deux/tiers des voix.

Les modifications devront figurer à leurs dates aux procès verbaux des diverses assemblées, et être outre insérées dans un livre dénommé « livre de gérance » tenu par le gérant, et qui contiendra d'un même contexte le statut de l'immeuble, les règlements d'ordre intérieur et les modifications apportées à l'un ou l'autre de ceux-ci.

Ce livre de gérance sera communiqué dans les quinze jours par le gérant à tous les intéressés copropriétaires, Preneurs et ayants droit, à première demande de ces derniers.

En cas d'aliénation d'une partie de l'immeuble, la partie qui aliène devra attirer l'attention du nouvel intéressé sur l'existence du livre de gérance, et l'inviter à en prendre connaissance.

Le nouvel intéressé, par le seul fait d'être propriétaire, Preneur ou ayant-droit, d'une partie de l'immeuble est subrogé dans les droits et obligations résultant des prescriptions de ce livre de gérance, et des décisions y consignées.

Il sera tenu de s'y conformer, ainsi que ses ayants-droit.

#### **SECTION 1: Aspect**

#### **Article 55: Généralités**

Les copropriétaires et occupants ne pourront exposer aux fenêtres, balcons et terrasses aucun objet quelconque pouvant nuire au bon aspect d'ordre et de tenue de l'immeuble et notamment des enseignes, réclames, linge, garde-manger, cages d'oiseaux, ustensiles de ménage ou autres objets similaires.

Toutefois, une tolérance est admise pour les panneaux ou affiches de location ou de vente d'un local privatif.

Ceux-ci doivent être d'un modèle approuvé par l'assemblée générale.

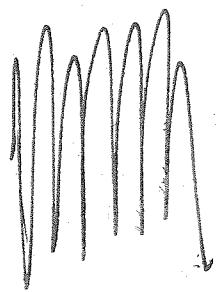
#### **Article 56: Halls et paliers**

Dans les halls, paliers ou porche, il pourra être établi des panneaux généraux sur lesquels il sera permis aux divers occupants d'apposer une plaque de modèle conforme à ce qui sera décidé par l'assemblée générale, indiquant leurs nom, profession, numéro et étage du local privatif, jours et heures de visite ou d'ouverture.

Des panneaux du même genre mais de format réduit pourront être établis dans les ascenseurs.

#### **Article 57: Boîtes aux lettres**

Chaque appartement pourra disposer d'une boîte aux lettres particulière dans le hall d'entrée de l'immeuble ; sur cette boîte aux lettres pourront figurer le nom et la profession de son titulaire et, le cas échéant, l'étage où se trouve son local privatif ; ces inscriptions seront d'un modèle uniforme admis par l'assemblée générale.



## **SECTION 2: Entretien**

### **Article 58 : Principe**

Les travaux de peinture aux façades tant de devant que de derrière, y compris les châssis et garde-corps et volets, devront être faits aux époques fixées suivant un plan établi par l'assemblée générale et sous la surveillance du gérant.

Quant aux travaux relatifs aux Parties privées dont l'entretien intéresse l'harmonie de l'immeuble, ils devront être effectués par chaque propriétaire en temps utile, de telle manière que l'immeuble conserve son aspect de soin et de bon entretien.

## **SECTION 3 : Ordre Intérieur**

### **Article 59: Généralités**

Les Parties communes notamment les halls d'entrée, cage d'escaliers et d'ascenseur, dégagements, le local des compteurs, le local de la chaufferie et la machinerie de l'ascenseur devront être maintenus libres en tout temps et ne pourront jamais servir de dépôt même occasionnel à des objets quelconques. Cette interdiction s'applique particulièrement aux vélos et voitures d'enfants.

Il ne pourra jamais y être effectué aucun travail ménager ou autre.

Les tapis, le linge et autres objets ne pourront être secoués et brossés qu'aux endroits et aux heures indiqués par le gérant.

### **Article 60: Animaux**

Les copropriétaires, de même que leurs Preneurs ou occupants, ne pourront avoir à titre de tolérance, que des chiens, chats ou oiseaux ; toutefois si l'un ou l'autre de ces animaux était une cause de trouble dans l'immeuble par bruit, odeur ou autrement, l'assemblée générale pourrait ordonner, à la simple majorité des votants, le retrait de la tolérance pour l'animal cause de trouble et faire procéder d'office à son enlèvement par la société protectrice des animaux.

### **Article 61: Règlement de Police Intérieure**

De façon générale, le gérant pourra établir des règlements de police intérieure, obligatoires pour tous les occupants des étages, et garage ainsi notamment pour l'usage des ascenseurs, les heures d'ouverture et de fermeture des portes, et de toutes autres questions d'intérêts communs.

## **SECTION 4 : Moralité – Tranquillité**

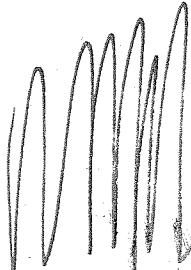
### **Article 62 : Moralité**

Les copropriétaires, leurs Preneurs et autres occupants devront toujours habiter l'immeuble bourgeoisement et honnêtement, et en jouir suivant la notion juridique de bon père de famille.

### **Article 63 : Tranquillité**

Les copropriétaires devront veiller à ce que la tranquillité de l'immeuble ne soit en aucun moment troublée par leur fait, celui des personnes de leur famille, de leur personnel, de leurs Preneurs, visiteurs ou clients.

Ils ne peuvent faire, ni laisser faire aucun bruit anormal ; l'emploi des instruments de musique, et des appareils de radio et télévision est autorisé, mais les occupants qui les utilisent sont tenus formellement d'éviter que le fonctionnement de ces appareils n'incommode les autres occupants de l'immeuble, et cela



quel que soit le moment du jour ou de la nuit.

En ce qui concerne les propriétaires d'automobiles, ceux-ci ne pourront avoir que le combustible se trouvant dans le réservoir normal de leur voiture ; ils ne pourront faire fonctionner leur moteur bruyamment, le laisser répandre de la fumée et de l'huile ; il est défendu de faire fonctionner les appareils avertisseurs. La rentrée des autos la nuit devra se faire de telle manière que la tranquillité de l'immeuble ne soit point troublée.

#### Article 64 : Appareils Electriques

S'il est fait usage dans la résidence d'appareils électriques produisant des parasites, ces appareils devront être munis de dispositifs supprimant ces parasites ou les atténuant de telle manière qu'ils n'influent pas sur la bonne réception radiophonique.

#### Article 65 : Moteurs

Des moteurs ne peuvent être installés dans l'immeuble à l'exception de ceux qui actionnent les ascenseurs, la chaudière, la appareils de nettoyage, les appareils ménagers, les machines de bureaux, les ventilateurs et appareils communs de l'immeuble.

#### Article 66 : Vente et Location

La vente ou la location des locaux privatifs ne pourra être annoncée qu'à l'intervention du gérant, à l'aide de placards dont le type sera déterminé par l'assemblée générale conformément à l'article 55.  
L'apposition d'un autre placard n'est pas autorisée sauf dans le cas où la loi en fait une obligation positive.

#### Article 67 : Matières inflammables

Il ne pourra être établi dans les locaux aucun dépôt de matières inflammables dangereuses, insalubres ou incommodes.

D'autre part, les occupants devront veiller spécialement à ne jamais laisser dans leurs locaux privatifs aucun objet en état de décomposition ou dégageant des odeurs désagréables pour les occupants des autres locaux.

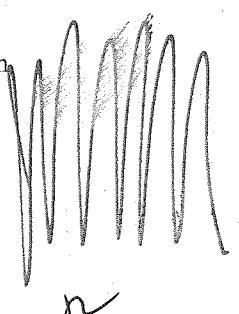
#### Article 68 : Baux

Les propriétaires doivent imposer à leurs Preneurs l'obligation de respecter les dispositions des articles qui précèdent, les modifications qui y seraient apportées ainsi que les consignes et décisions prises par l'assemblée générale des copropriétaires pouvant les intéresser et donnent par les présents, mandat au gérant, de les porter à la connaissance des Preneurs.

Les propriétaires doivent de même imposer à leurs Preneurs l'obligation d'assurer convenablement leurs risques locatifs et leur responsabilité à l'égard des autres copropriétaires de l'immeuble et des voisins.

Chaque local privatif à destination d'appartement ne pourra être occupé que par les personnes d'une seule famille, leurs hôtes et leurs domestiques.

En cas d'inobservance de la charte de l'immeuble par un Preneur, par son sous-Preneur, ou cessionnaire de bail, le propriétaire, après second avertissement donné par le gérant, est tenu de demander la résiliation du bail.



## **SECTION 5 : Chauffage Central**

### **Article 69 : Principe – Répartition**

Le chauffage central fonctionnera suivant les directives de l'assemblée générale statuant à la simple majorité des voix.

La participation aux dépenses résultant du fonctionnement de ce service est obligatoire pour tous les propriétaires ou occupants.

La répartition des frais de consommation en combustibles et en énergie, des frais d'entretien et de réparation courants sera faite de la manière suivante et ce que les propriétaires ou occupants de l'immeuble utilisent ou n'utilisent pas le chauffage, savoir :

- Local privatif numéro 1 : quinze pour cent ;
- Local privatif numéro 2 : dix et demi pour cent ;
- Chacun des locaux privatifs numéros 3, 4, 5, 6, et 7 : onze pour cent ;
- Local privatif numéro 8 : dix pour cent ;
- Local privatif numéro 9 : neuf et demi pour cent ;

Les frais d'établissements, de remplacement, de grosses réparations de la chaudière et de ses éléments seront à charge des copropriétaires dans la proportion de leurs quote-parts de copropriété dans les Parties communes.

L'assemblée générale pourra, en statuant à la majorité des trois/quart des voix, modifier le mode de répartition énoncé ci-avant.

## **SECTION 6 : Concierge**

### **Article 70 : Principe**

L'immeuble sera surveillé par un concierge choisi par l'assemblée générale, qui fixera sa rémunération. Le premier concierge pourra toutefois être désigné par les comparants à l'acte de base.

Il sera engagé et payé au mois par les soins du gérant qui pourra le congédier après en avoir référé au conseil de gérance.

### **Article 71 : Tâches du concierge**

Le service du concierge comportera tout ce qui est d'usage dans les immeubles bien tenus, il devra notamment :

1. tenir en parfait état de propreté les lieux communs de l'immeuble, trottoirs et cours ;
2. assurer le transport des poubelles depuis le réduit prévu à cet effet dans le sous-sol jusqu'à la rue. Comme il n'existe pas de système de vide-poubelles dans l'immeuble, chaque occupant devra assumer personnellement l'évacuation de ses poubelles individuelles depuis son niveau jusqu'au réduit situé dans les sous-sols.
3. fermer les portes d'entrée à l'heure fixée par le gérant ;
4. laisser et faire visiter les locaux privatifs à vendre ou à louer ;
5. surveiller et entretenir le service du chauffage central ; veiller au maintien des températures fixées par le gérant ; tenir ce dernier au courant de la situation de la réserve de combustible ;
6. faire les petites réparations aux ascenseurs et entretenir ceux-ci suivant les indications qui lui seront données ;
7. surveiller les entrées et venues dans l'immeuble ;
8. en général, faire tout ce que le gérant lui ordonnera pour la bonne tenue des Parties communes ;

### **Article 72 : Rémunération du concierge**

Son salaire sera fixé par l'assemblée générale et constituera une charge commune.

Article 73 : Travaux dans les locaux privés

Le concierge ne pourra faire des travaux dans les Parties privatives.

**SECTION 7 : Ascenseur**Article 74 : Usage de l'ascenseur

L'usage de l'ascenseur sera réglementé par l'assemblée générale statuant à la simple majorité des voix, l'assemblée établira ainsi un règlement d'ordre intérieur à ce sujet.

Article 75 : Répartition des charges d'ascenseurs

1. les frais de grosses réparations et du remplacement des ascenseurs et de leurs éléments combinés seront répartis entre les copropriétaires dans la proportion de leurs quotes-parts de copropriété dans les Parties communes.
  2. les frais d'entretien courant et de consommation, c'est-à-dire, les frais de consommation de l'énergie électrique actionnant les ascenseurs, de remplacement des câbles et patins des freins, des fusibles, l'abonnement d'entretien, l'assurance responsabilité civile ayant trait aux ascenseurs seront répartis entre les propriétaires desservis comme suit :
    - local privatif numéro 1 : quatre pour cent ;
    - chacun des locaux privatifs numéros 2 à 9 : douze pour cent ;
- Ce mode de répartition pourra être modifié par l'assemblée générale statuant à la majorité des trois/quarts des voix.

**CHAPITRE IV : Dispositions Générales**Article 76 : Contestations

En cas de désaccord entre les copropriétaires ou entre un ou plusieurs d'entre eux et le gérant, en cas de difficultés au sujet de l'interprétation du règlement général de copropriété, de l'acte de base lui-même ou d'autres annexes, le litige sera d'abord porté devant l'assemblée générale en degré de conciliation.

- Si un accord survient, procès-verbal sera dressé
- Si le désaccord persiste, il y aura lieu de recourir au juge compétent

Les poursuites en paiement de provisions et de sommes dues pour les dépenses communes se feront devant le juge de paix.

Article 77 : Election de Domicile

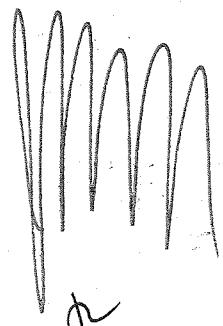
Domicile est élu de plein droit dans l'immeuble pour chaque copropriétaire, à défaut de notification par lui fait au gérant d'une autre élection de domicile dans l'arrondissement judiciaire de la situation de l'immeuble.

Article 78 : Opposabilité aux tiers

Le règlement général de copropriété présentement arrêté restera comme annexé à l'acte de base reçu ce jour par le NOTAIRE François LOUVEAUX, à Bruxelles, et il en sera délivré expédition aux frais des intéressés qui en feront la demande.

Ce règlement général est obligatoire pour tous les copropriétaires actuels ou futurs, d'éléments privatifs dans l'immeuble, ainsi que pour tous ceux qui possèderont à l'avenir, sur l'immeuble ou une partie quelconque de celui-ci un droit de propriété, d'usufruit, d'usage d'habitation ou de jouissance.

En conséquence, ou bien ce règlement devra être transcrit dans tous les actes translatifs ou déclaratifs de



propriété ou de jouissance ayant pour objet une partie privative quelconque de l'immeuble, ou bien ces actes devront contenir la mention expresse que les intéressés ont une parfaite connaissance de ce règlement de copropriété et qu'ils sont subrogés dans tous les droits et obligations qui en résultent.

