



WDP
warehouses with brains

WAREHOUSES DE PAUW Comm. VA (abbreviated to WDP)

Partnership limited by shares (*commanditaire vennootschap op aandelen/société en commandite par actions*), public regulated real estate company (*openbare gereguleerde vastgoedvennootschap/société immobilière réglementée publique*) under Belgian law

Issue of bonds for an aggregate amount of EUR 92,200,000 due 2 July 2022 consisting of EUR 54,400,000 2.50 per cent. fixed rate bonds due 2 July 2022, ISIN BE0002234038, Common Code 125542395 (the **Fixed Rate Bonds**)

EUR 37,800,000 floating rate bonds due 2 July 2022, ISIN BE0002235043, Common Code 125542417 (the **Floating Rate Bonds**)

(the Fixed Rate Bonds and the Floating Rate Bonds are jointly referred to as the **Bonds**)

Issue price Fixed Rate Bonds: 99.361 per cent.
Gross yield Fixed Rate Bonds: 2.601 per cent.

Issue price Floating Rate Bonds: 100 per cent.

Nominal amount Bonds: EUR 100,000

Issue Date Bonds: 2 July 2015

Application has been made for the Fixed Rate Bonds and for the Floating Rate Bonds to be listed on and admitted to trading on the regulated market of Euronext Brussels

Joint Lead Managers

ABN AMRO

BNP Paribas, London branch

ING Bank

Sole Bookrunner

BNP Paribas, London branch

The date of this Prospectus is 25 June 2015

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PART I: RISK FACTORS

*Warehouses De Pauw Comm. VA (the **Issuer**) believes that the following factors may affect its ability to fulfil its obligations under the Bonds. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. The risk factors may relate to the Issuer or any of its subsidiaries (together, the **Group**).*

In addition, certain factors which are material for the purpose of assessing the market risks associated with the Bonds are described below.

*The Issuer believes that the factors described below represent the principal risks inherent in investing in the Bonds, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Bonds may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate. The sequence in which the risk factors are listed is not an indication of their likelihood to occur or of the extent of their commercial consequences. Prospective investors should also read the detailed information set out elsewhere in this Prospectus or incorporated by reference in this Prospectus and reach their own views prior to making any investment decision and consult with their own professional advisors if they consider it necessary. Terms defined in Part IV: Terms and Conditions of the Bonds (the **Conditions**) below shall have the same meaning where used below.*

RISK FACTORS RELATING TO THE ISSUER

Before investing in the Bonds, prospective investors should consider carefully all of the information in this Prospectus, including the following specific risks and uncertainties. If any of the following factors materialises, the Issuer's business, results of operations, profitability, financial condition and prospects could be materially adversely affected. In that event, the value of the Bonds could decline and an investor might lose part or all of its investment or of the amounts due because of an inability of the Issuer to fulfil its obligations under the Bonds (including in case of bankruptcy of the Issuer). The Issuer believes that the factors described below and elsewhere in this Prospectus represent the principal risks and uncertainties considered relevant, on the date of publication of this Prospectus, in investing in the Bonds, but the ability of the Issuer to pay interest, principal or other amounts on or in connection with the Bonds may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate and the Issuer does not represent that the statements below regarding the risks of holding the Bonds are exhaustive. The sequence in which the risk factors are listed is not an indication of their likelihood to occur or of the extent of their commercial consequences. Prospective investors should also read the detailed information set out elsewhere in this Prospectus (including any information incorporated by reference herein) and reach their own views prior to making any investment decision. Furthermore, before making an investment decision with respect to the Bonds, prospective investors should consult their own stockbroker, bank manager, lawyer, auditor or other financial, legal and tax advisors and carefully review the risks associated with an investment in the Bonds and consider such an investment decision in light of the prospective investor's own circumstances.

Risk factors that may affect the Issuer's ability to fulfil its obligations under or in connection with the Bonds

Reference is made to the risk factors described in the Issuer's annual financial report 2014 (pages 3 through 13), as incorporated by reference herein. See Part III *Documents Incorporated by Reference*. In addition, prospective investors should note the following.

General market risks

Changes in general economic conditions in the markets in which the Group's properties are located could adversely affect the business, results of operations, profitability, financial condition and prospects of the Group, including the Group's level of rental income, the value of its property portfolio and its growth prospects. The Group is exposed to local, regional, national and international economic conditions and other events and occurrences that affect the markets in which the Group's properties are located.

Such events and occurrences may also be detrimental to the Group's counterparties such as creditors, tenants and suppliers. This may lead, amongst other things, to (i) lower demand for storage and distribution facilities; (ii) a higher risk of default by tenants, building contractors and other counterparties; (iii) higher vacancy rates and/or lower rents on re-letting; and (iv) a reduction in the fair value and the liquidity of the Issuer's assets.

Prospective investors should ensure that they have sufficient knowledge and awareness of the current fragile economic environment and outlook as they consider necessary to enable them to make their own evaluation of the risks and merits of an investment in the Bonds. In particular, prospective investors should take into account how the wider economic, political and financial situation in the Eurozone may develop over time.

Other factors of a general nature include, but are not limited to:

- Rental market for logistics and semi-industrial property which may experience lower demand, oversupply and/or a deterioration of the tenants' financial situation. This may lead to (i) lower rental income and cash flow being adversely affected by an increase in vacancy rates and costs related to re-letting; (ii) reduced solvency among tenants and increase in doubtful debts, causing the collection rate of rental income to decline; (iii) lower fair value of the property assets; and/or (iv) inability to pre-let properties with a view to further developing the land potential in the portfolio and increasing its marketability.
- Investment market for logistics and semi-industrial property which may be negatively impacted by reduced investor demand for property. This may lead to: (i) a decline in the fair value of the property assets; and/or (ii) a rise in the gearing ratio.
- The international financial markets which may be subject to sharp fluctuations in the main short-term and/or long-term interest rates. This may lead to: (i) a negative impact on expenses and, as a result, on the cash flow in the event of an interest rate increase; and/or (ii) sharp fluctuations in the value of financial instruments that serve to hedge debt.
- Deflationary risks as a result of a reduction in economic activity causing the overall price levels to drop. This may lead to a decline in rental income generated by the Group, amongst others by way of a downward pressure on market rents, and a decrease in the indexation rate in respect of the Group's leases under which the nominal rent is adjusted to reflect deflation.
- Financial markets which may be characterised by extreme volatility and uncertainty. This may lead to more difficult access to equity and debt capital markets with respect to the Issuer's general (re-)financing needs.

Operational risks

The Issuer's business, results of operations, profitability, financial condition and prospects, and in particular the level of cash flows generated by the Group's business and needed to make payments on the Bonds and other debt of the Group, could be adversely affected by the following factors:

- *Strategy*: when considering investments and managing its portfolio, the Group makes certain estimates as to economic, market and other conditions, including estimates relating to the value or the potential value of a property and the potential return on investment. Ill-advised policy decisions may lead to: (i) a failure to achieve projected returns; (ii) a threat to the stability of the revenue flow; and/or (iii) a property portfolio that has not been adjusted to the demand for logistics and semi-industrial property.
- *Investments*: when considering investments, the Group may fail to appropriately assess economic, tax and legal aspects, which in turn may lead (amongst other things) to: (i) the transfer of specific hidden liabilities; (ii) the acquisition of buildings that do not comply with the Group's quality requirements; and/or (iii) a failure to achieve projected returns.
- *Ability to successfully engage in acquisitions, disposals, (re-)development of properties*: the Group intends to execute a strategy of acquiring new properties, (re-)develop properties for its own account and sell properties in order to increase and optimise its property portfolio. The Group's ability to successfully realise acquisitions, disposals or (re)development projects may be limited by its ability to identify appropriate properties, as well as conditions that are beyond its control, such as the availability of attractively priced acquisitions, the existence of willing purchasers of properties which the Group aims to dispose of and/or the state of property investment markets and more general, the prevailing economic and financial climate. In addition, the ability of the Group to acquire new properties may be limited by an inability to obtain financing on terms attractive to it, or by other conditions with which the Group is required to comply in order to maintain its status as Belgian public regulated real estate company, FBI or SIIC or restrictions contained in its current or future financing arrangements. Each acquisition, disposal or (re-)development project will entail uncertainties and risks, including the risk that such transactions may eventually not be completed although the Group has devoted significant amounts of time and money to such projects.
- *Property investments in projects developed for the Group's own account with the purpose of being rented out*: the Group from time to time engages in development projects which may incur specific risks including, but not limited to, contractor solvency, the ability to secure the required permits and licenses and management of the works. Each of these risks could lead to: (i) major delays resulting in the loss of potential income; (ii) substantial overrun of investment budgets; (iii) in the event of speculative developments, long periods of vacancy, and/or (iv) a failure to achieve the projected (higher) returns on developments.
- *Occupancy rates and income-producing features of the properties*: the Group's ability to generate cash flow from its properties held in portfolio may be adversely affected by a large variety of factors such as (i) the status of local property markets in which an imbalance between supply and demand could lead to higher vacancy rates, (ii) regional, national and international economic, financial and/or political conditions which could adversely affect consumer confidence, industrial production, purchasing power and/or employment levels, (iii) location, construction quality, technical aspects and design which determine the technical and commercial market positioning of the properties, (iv) the proximity of transportation options near the properties, (v) applicable regulations and perceptions regarding safety and environmental aspects, (vi) the inability of tenants to service the rents, (vii) the effectiveness of the facility, property and asset management performed, (viii) the non-renewal of leases or the renewal of leases at bad financial conditions, (ix) tenants attempting to renegotiate rental

contracts at substantially less attractive parameters, and/or (x) wrong policy decisions or improper asset management which could lead to a property portfolio not being adapted to market conditions from a technical and/or commercial point of view.

- *Leasing activity*: earlier than expected terminations of leases or unexpected circumstances such as bankruptcies or relocations may result in a decline in cash flows due to: (i) higher levels of vacancy; and/or (ii) the assumption of higher costs that are typically recharged to the tenant (such as property withholding taxes and management costs); and (iii) commercial costs associated with re-letting the relevant property.
- *Concentration risk*: concentration of the activities of the tenant portfolio, concentration of tenants or the concentration of investments in one or more buildings or locations may lead to an unexpected, sudden loss of income whenever a specific sector or tenant is affected by internal or external factors. Such a default could result in a significant loss of rental income, a decline in the fair value of the related properties and an increased level of bad debts. In addition, in any such event, the Group could face difficulties in replacing the defaulting tenant on similar conditions or, at all.
- *Obsolescence and building quality*: poor management of the property portfolio and/or tendencies in the property market may lead to a risk of structural and technical deterioration in the buildings' lifecycle. This may cause obsolescence of the buildings and a reduction of their commercial appeal causing a potential loss of income and a long period during which the invested capital is not profitable.
- *Destruction of buildings*: the Group seeks to maintain, or have its tenants maintain, insurance policies covering its properties and employees with policy specifications, insured limits, deductibles and other terms which the Group believes are customary for the real estate business in its respective submarkets. The Group's properties are pursuant to mandatory law insured against property damages and third party liability, in most cases at renewal value ("*nieuwbouwwaarde*"), with the loss of rent typically being covered for a period of up to a maximum of two years. There are, however, certain types of risks that are generally not insured or not fully insured, such as damages caused by flood, earthquake, war, acts of terrorism, malicious intent, civil riot, damage caused by natural heating and pollution or other force majeure events and civil liability for environmental damage. There can be no assurance that the Group or its tenants are sufficiently and effectively insured against all contingencies at all times. In addition, the Group depends on the insurance markets and their financial capacities to cover its risks. It could therefore experience insurance shortfalls or find it impossible to cover all or part of certain risks. In such instances, the Group could lose all or a portion of the capital invested in an asset, as well as the associated rental income from the asset.
- *Maintenance and repair*: the letting potential and value of the Group's property portfolio, existing or future tenants' perception of the Group's properties and the level of rent that could be charged, could be undermined by a number of factors, such as poor maintenance and asset management of the assets; this could also lead to unexpected volatility in maintenance and refurbishment costs and as consequence to a decline in the results and cash flows.
- *Revaluation losses with respect to the property portfolio*: as per International Financial Reporting Standards, the Group records its investment properties held based on the fair value method pursuant to International Accounting Standard 40. Any gain or loss arising from a change in the fair value of the Group's investment property is assessed on a quarterly basis and recognised in the profit or loss in the period in which it arises.

The market value of the investment property of the Group, as reflected in the fair value, is subject to change and dependent on a variety of factors, some of which are exogenous and may

not be within the control of the Group, such as decreasing demand or occupancy rates in the respective submarkets where the Group is active, movements in expected investment yields or increases in transaction costs in respect of purchasing and selling property. In addition, the valuation of a property may also be affected by a number of qualitative factors such as but not limited to its technical condition, commercial positioning, capital expenditure requirements for refurbishment, location and zoning plans. Whenever new elements should be considered or new assumptions should be made in respect of valuing the investment property held by the Group, updated valuations may result in a decrease in the fair value ascribed to such property. In case such valuations reflect significant decreases in fair value when compared to prior valuation exercises, the Group could incur significant losses with respect to such property which could have a material adverse effect on the Group's results and financial condition.

- *Illiquidity of the portfolio:* the market – and real estate markets in general – for the types of properties the Group owns or is likely to acquire in the future – is inherently illiquid. In this respect, were the Group required to sell parts of its property portfolio on short notice for any reason, including raising funds to support its operations or repay outstanding indebtedness, or exiting an investment the Group no longer wishes to own, the Group may not be able to dispose any portion of its portfolio on favourable terms or at all. In case of an accelerated sale, there may be a significant shortfall between the fair value of the property and the price at which the Group could sell such property. As a result of the illiquid nature or a weak market, a delay of a sale may also lead to lower than anticipated sales proceeds.

Financial risks

The Group, in the ordinary course of its business, requires access to significant capital for the acquisition, development, refurbishment and maintenance of properties. The Group has to date funded its capital expenditures mainly through its operating cash flows and a variety of debt facilities and equity issuances. As a result, the Group is exposed to, amongst others, the following financial risk factors, which could have a material adverse impact on the Group's business, results of operations, profitability, financial condition and prospects:

- *Counterparty risk:* changes in the credit quality or insolvency affecting the Group's financial partners may expose the Group to the default of one of its financial counterparties. In this perspective, the Group may (i) suffer a loss of deposits, (ii) be subject to a cancellation of existing credit facilities or the costs related to a restructuring of the credit facilities in case these are taken over by another financial institution and a risk of higher charges for new credit arrangements, and/or (iii) lose the benefit from hedging contracts engaged with financial counterparties.
- *Liquidity risks:* the Issuer's strategy heavily depends on its ability to raise financial resources, either in the form of debt or equity capital, so as to be able to finance its ongoing activities and investments. Various adverse scenarios (such as disruptions in the international financial debt and equity capital markets, a reduction in the lending capacities of banks, a deterioration of the Group's credit worthiness, a negative perception of investors towards property companies) may unfold which each in turn could lead to the non-availability of funding or a lack of funding options. Each of these events could cause the Group to experience difficulties to access funding under its existing or new credit facilities or in the equity capital markets. As a result, the Group may be unable (i) to meet its financial obligations, including interest payments, loan or bond repayments, operating expenses or development costs, when they become due, or (ii) to replace funds needed to finance its operations and/or to have access to the liquidity it requires. In addition, these events could lead to an increased cost of debt, causing the cash flows and the financial condition of the Group to be negatively impacted.

- *Covenants and statutory financial parameters:* in the context of its relationship with financial counterparties, the Group is required to meet specific financial parameters as part of certain credit agreements and/or the statutory regimes to which all or some entities of the Group are subject. Non-compliance with these financial parameters could lead to: (i) sanctions and/or stricter monitoring by the relevant regulator(s) if specific statutory financial parameters are not complied with (e.g., compliance with the mandatory gearing ratio¹); or (ii) a cancellation of credit facilities or mandatory early repayment of outstanding amounts as well as damaged trust amongst investors and financial institutions in the event of non-compliance with contractual covenants. Some or all of these defaults could allow debt holders to (i) accelerate such debts as well as any other debts to which a cross-default provision or cross-acceleration provision applies, (ii) declare all borrowings outstanding thereunder to be due and payable and/or (iii) cancel undrawn commitments.
- *Interest rate risk:* interest rates are highly sensitive to a large variety of factors that are beyond the Group's control, including fiscal and monetary policies of governments and central banks in the respective markets in which the Group operates. In particular, the policies of the EU's Economic and Monetary Union as well as the European Central Bank could have a significant impact on the interest rates and such policies are subject to constant change.

While the Group has historically entered into financial instruments to hedge most of its exposure towards interest rates (so that on 31 March 2015, 80 per cent of the exposure was hedged), these instruments may not be effective, which could result in significant increases in interest payments on its debt as a result of adverse movements in interest rates. In addition, changes in interest rates also affect the fair value of these financial instruments and may increase the potential cost of unwinding these hedging instruments. The realisation of any of these risks could have a material adverse effect on the Group's cash flow, ability to service debt and its financial condition in general.

- *Cost of capital:* unfavourable interest rate movements, or increased risk premia in the equity and debt markets, could lead to a substantial increase in the Group's weighted average cost of capital (i.e., shareholders' equity and debt capital) which could seriously impact the Group's results and financial condition.
- *Currency risk:* in relation to the geographical markets in which the Group operates, some countries in which the Group is active have not joined the euro zone. The Group is hedged in a natural manner since the functional currency of the local entities in these countries is the euro. Nevertheless, a depreciation in the local currency could adversely impact the cash flow derived from these entities (i) when rents collected in a local currency are converted into euro or (ii) when rents are collected in euro and this affects the tenants' ability to service the rent roll. A depreciation of the currency of countries currently outside or, in the most extreme scenarios, potentially leaving the euro zone may also reduce the value of the Group's portfolio.

Regulatory risks

In most countries in which the Group operates, it is subject to a special tax regime for real estate investors, leading to a lower tax burden at the level of the Group. The basic principle is that the Group distributes most of its income which subsequently is taxable at the level of the shareholders.

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¹ On 31 March 2015, the consolidated gearing ratio amounted to 54.3 per cent and the statutory gearing ratio amounted to 54.1 per cent.

The pro forma impact of investments of EUR 100 million on the consolidated gearing amounts to 2.6 per cent (*vis-à-vis* the consolidated gearing ratio of 54.3 per cent on 31 March 2015).

If and to the extent the Issuer chooses to avail itself of such "fiscally transparent" regimes, the Group will be held to meet the conditions related thereto.

- *Regulatory framework for Belgian REITs:* as of 16 October 2014, the Issuer in Belgium qualifies as public regulated real estate company (a *GVV/SIR*) under the Belgian law of 12 May 2014 in respect of regulated real estate companies (the **RREC Law**) (a **RREC**, or Belgian REIT). In order to maintain its RREC status, the Issuer must comply with certain activity restrictions, diversification requirements, restrictions at subsidiary level, leverage restrictions, profit distribution requirements, conflict of interest procedures, governance requirements and other specific requirements as set forth in the RREC Law and in the Belgian Royal Decree of 13 July 2014 in respect of regulated real estate companies. The ability of the Issuer to meet the conditions required for the maintenance of RREC status depends, amongst others, upon its ability to successfully manage its assets and indebtedness on an ongoing basis as well as on rigorous internal control procedures. The Issuer may not be able to continue to meet these requirements in the event of a change in its financial condition or for any other reason.

In case of a persistent or serious breach of RREC requirements by the Issuer, the Belgian supervisory authority, the FSMA, could take a variety of measures, such as the appointment of a trustee, a suspension of the trading of the Issuer's shares, a modification of the composition of the Issuer's board of directors or even a revocation of RREC status. If the Issuer loses its RREC status, it would lose its "fiscally transparent" status. The loss of RREC status by the Issuer would constitute an event of default under most of the Group's credit facilities, and under the Conditions of the Bonds (except, for the Events of Default in respect of the Bonds, if the Issuer within 60 Business Days from such loss acquires a regulatory status under a "fiscally transparent" regime that (x) is substantially similar or (y) does not result in a material adverse effect to the Bondholders – cf. Condition 9 (*Events of Default*)) and would have a material adverse effect on the Group's business, results of operations, profitability, financial condition and prospects.

- *Regulatory framework for Dutch REITs:* as of the date of the Prospectus, the Issuer's Dutch subsidiary, WDP Nederland N.V., qualifies as a listed real estate investment company ('*Fiscale BeleggingsInstelling*' or 'FBI'). The ability to meet the conditions required for FBI status depends, amongst other things, upon the Issuer's ability to successfully manage its ancillary activities and the assets allocated to such activities. Changes may occur in the Issuer's shareholding structure, which are beyond its control, such that the conditions for the FBI regime are no longer fulfilled.

The loss of FBI status by the Dutch subsidiary of the Issuer would constitute an event of default under some of the Group's credit facilities and would also cause the loss of the relevant "fiscally transparent" status. This would have a material adverse effect on the Group's business, results of operations, profitability, financial condition and prospects.

- *Regulatory framework for French REITs:* as of the date of the Prospectus, the Issuer, through its French permanent establishment, as well as the Issuer's French Subsidiary, WDP France S.à.r.l., qualify as a listed real estate investment company ('*Société d'Investissement Immobilier Cotée*' or 'SIIC'). The ability to meet the conditions required for SIIC status depends, amongst other things, upon the Issuer's ability to successfully manage its ancillary activities and the assets allocated to such activities. Changes may occur in the Issuer's shareholding structure, which are beyond its control, such that the conditions for the SIIC regime are no longer fulfilled. The loss of SIIC status would have a material adverse effect on the Group's business, results of operations, profitability, financial condition and prospects.

- *Regulations*: the Group has to comply with a wide variety of laws and regulations in the countries in which it operates, including in respect of town planning regulations, construction and operating permits and licenses, health and safety regulations, environmental regulations, lease laws, labour regulations and corporate and tax laws.
- *Potential changes in regulations and their application*: new laws and regulations could enter into force or changes to existing laws and regulations (including existing administrative accounting practices or tax practices, such as the tax practices determined in the circular letter Ci.RH.423/567.729 of 23 December 2004 of the Belgian Minister of Finance in relation to the calculation method of the exit tax, which provides, amongst other things, that the “real value” (*werkelijke waarde/valeur réelle*) of the immovable assets for purposes of the exit tax basis, is determined by taking the transfer taxes or VAT into consideration that would have applied in the case of a sale of the assets concerned, which value can be different from (including lower than) the “fair value” of these assets recognized for IFRS purposes in the financial statements) or their interpretation and application by agencies (including the tax administration) or the courts, could occur and require the Group to incur significant additional expenses or otherwise negatively affect the Group, which could have a material adverse effect on the Group’s business, results of operations, profitability, financial condition and prospects or otherwise and hence also potentially on the Issuer’s ability to fulfil its obligations under the Bonds.
- *Urban town planning*: regulatory changes may be implemented by public and/or administrative authorities which in turn may have a negative impact on opportunities to lease the buildings, having an impact on rental income and the ability to re-let the properties, along with an increased cost of maintaining the operating status of the properties.
- *Environmental laws*: the operations and properties of the Group are subject to various laws and regulations relating to the protection of the environment, including but not limited to the regulation of soil, water and air quality, controls of hazardous or toxic substances and guidelines regarding health and safety. Such laws and regulations may also require the Group or its tenants to hold certain permits or licenses to conduct its or their operations, which they may not be able to obtain in a timely manner or at all. The Group may be required to pay for clean-up costs and for aftercare costs for any contaminated property it currently owns or owned in the past. As a property owner, the Group may also incur fines or other penalties for any deficiencies in environmental compliance and may be liable for remedial costs. In addition, contaminated properties may experience decreases in value. Although the Group, in connection with its property acquisitions, typically obtains warranties or indemnities which to a certain extent protect it in respect of environmental liability, the Group may not be able to successfully claim under such warranties and indemnities and such warranties and indemnities may not provide adequate protection.
- *Expropriation risk*: the Group may be exposed to expropriation by public and/or administrative authorities. In such case, the compensation may be well below the actual value of the assets leading to a loss on the invested capital.

Other risks

- *Human resources*: a turnover of key personnel may cause: (i) a negative impact on existing business relations; (ii) reputational damage in relation to stakeholders; and/or (iii) a loss of effectiveness and efficiency of the management decision process. These events could have a material adverse effect on the Group’s business, results of operations, profitability, financial condition and prospects.
- *Political decisions*: various decisions made by regional, national or European political governments, for example with respect to tax or subsidy laws and regulations (amongst others

related to alternative energy investments), could have a material adverse effect on the Group's business, results of operations, profitability, financial condition and prospects.

- *Legal risk:* in the normal course of its business operations, the Group could be involved in legal proceedings (for instance regarding contractual obligations, employer's liabilities, penal issues) and is subject to tax and administrative audits. Secondary risks include reputational damage related to the company's image, ethics and *modus operandi*.

An appeal has been brought by the Issuer before the Court of First Instance in Antwerp in the action by the owner Antwerp Port Authority against the Issuer (in its capacity as concessionaire) claiming the eviction of the Issuer from the concession of the site at Vrieskaai 59, Antwerp, as well as the demolition by the Issuer of the buildings constructed by the Issuer. The Issuer believes that it has good arguments to in appeal refute the claims of the Antwerp Port Authority. The Issuer is also of the opinion that, regardless of the judgment of the court and without prejudice to the fact that the Issuer will exhaust all legal remedies, there will be no material effect on the Group's operating activities, financial position, prospects and/or operating results.

To the best of the Group's knowledge, and except as disclosed in this Prospectus, as of the date of this Prospectus, the Group is not involved in or party to any governmental, legal or arbitration proceedings which could have a material adverse effect on the Group's business, results of operations, profitability, financial condition and prospects.

Current and future accounting provisions for commercial, social, tax or other litigations may appear to be insufficient in case of adverse outcomes of (pending or potential) litigations.

FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH THE BONDS

The Bonds may not be a suitable investment for all investors

Each potential investor in the Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Bonds and the impact the Bonds will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds, including where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Bonds and be familiar with the behaviour of any relevant financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

A potential investor should not invest in the Bonds unless it has the expertise (either alone or with a financial adviser) to evaluate how the Bonds will perform under changing conditions, the resulting

effects on the value of the Bonds and the impact the investment will have on the potential investor's overall investment portfolio.

The Issuer may not have the ability to repay the Bonds

The Issuer may not be able to repay the Bonds at their maturity. The Issuer may also be required to repay all or part of the Bonds upon the occurrence of an Event of Default (as defined in Condition 9 (*Events of Default*)). If the Bondholders were to ask the Issuer to repay their Bonds upon the occurrence of an Event of Default, the Issuer cannot be certain that it will be able to pay the required amount in full. The Issuer's ability to repay the Bonds will depend on the Issuer's financial condition (including its cash position resulting from its ability to receive income and dividends from its subsidiaries) at the time of the requested repayment, and may be limited by law, by the terms of its indebtedness and by the agreements that it may have entered into on or before such date, which may replace, supplement or amend its existing or future indebtedness. The Issuer's failure to repay the Bonds may result in an event of default under the terms of other outstanding indebtedness.

The Bonds are unsecured obligations of the Issuer which do not benefit from any guarantee

The right of the Bondholders to receive payment on the Bonds is not secured or guaranteed. In the event of liquidation, dissolution, reorganisation, bankruptcy or similar procedure affecting the Issuer, the holders of secured indebtedness will be repaid first with the proceeds of the enforcement of such security.

Moreover, certain Subsidiaries have provided and may, subject to Condition 3 (*Negative Pledge*) in the future provide guarantees for the benefit of holders of other indebtedness incurred by the Issuer and certain Subsidiaries. In the event of liquidation, dissolution, reorganisation, bankruptcy or similar procedure affecting the Group, the holders of any indebtedness which benefit from guarantees from Group members may recover their claims through payments by such group members under the guarantees provided by them, whereas such right will not be available to the Bondholders.

Bondholders do not have the same rights as shareholders

Shares and bonds are two distinct types of securities. Some differences include the following. Bonds do not represent ownership in the Issuer. Bondholders are creditors of the relevant issuer and are entitled to receive interest payments on the relevant interest payment dates and reimbursement of the principal on the due date therefor, while shareholders are entitled to dividend payments, if and when declared, and liquidation proceeds, if any, after repayment of all debts and costs of liquidation upon a Company's liquidation. Unlike shareholders, bondholders may attend general meetings of shareholders with a consultative vote only, as a result of which bondholders have no decision making power as regards the Issuer's organisation. In the event of insolvency of the Issuer, shareholders are subordinated to bondholders.

The Issuer may incur additional indebtedness

In the future, the Issuer or any member of the Group could decide to incur additional indebtedness or further increase their indebtedness. This could have an impact on its ability to meet its obligations under the Bonds or could cause the value of the Bonds to decrease. Under its RREC status, the Issuer is subject to certain limitations on incurring additional indebtedness.

The Issuer and the Bonds do not have a credit rating, and the Issuer currently does not intend to request a credit rating for itself or for the Bonds at a later date. This may render the price setting of the Bonds more difficult

The Issuer and the Bonds do not have a credit rating and the Issuer does not intend to request a credit rating for itself or the Bonds. This may impact the trading price of the Bonds. There is no guarantee that the price of the Bonds will cover the credit risk related to the Bonds and the Issuer. In addition, there can be no assurance that, should a rating be requested in respect of the Issuer or the Bonds, an investment grade rating would be assigned.

There is no guarantee to an active trading market for the Bonds; the Bonds may be illiquid

The only manner for the holder of the Bonds to convert its investment in the Bonds into cash before their maturity date is to sell them at the applicable market price at that moment. The price can be less than the nominal value of the Bonds. The Bonds are new securities which may not be widely traded and for which there is currently no active trading market. The Issuer has filed an application to have the Bonds listed on and admitted to trading on the regulated market of Euronext Brussels. If the Bonds are admitted to trading after their issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. There is no assurance that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for the Bonds. Therefore, investors may not be able to sell their Bonds easily or at all, or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. Illiquidity may have a severely adverse effect on the market value of Bonds. In the event that put options are exercised in accordance with Condition 6.3 (*Redemption at the Option of Bondholders*), liquidity will be reduced for the remaining Bonds. Furthermore, it cannot be guaranteed that the admission to listing and trading once approved will be maintained.

The Fixed Rate Bonds are exposed to market interest rate risk

The Fixed Rate Bonds provide a fixed interest rate until the Maturity Date. Investment in the Fixed Rate Bonds involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Bonds. The longer the maturity of bonds, the more exposed bonds are to fluctuations in market interest rates. An increase in the market interest rates can result in the Fixed Rate Bonds trading at prices lower than the nominal amount of such Fixed Rate Bonds.

The evolution of the Floating Rate Bonds is dependent on a number of factors

The evolution of the floating interest rates is dependent upon a number of factors, including supply and demand on the international money markets, which are influenced by measures taken by governments and central banks, as well as speculations and other macroeconomic factors. Any of these factors could affect the evolution of the Floating Interest Rate and therefore could adversely affect the value and return of the Floating Rate Bonds.

The market value of the Bonds may be affected by the creditworthiness of the Issuer and a number of additional factors

The value of the Bonds may be affected by the creditworthiness of the Issuer and a number of additional factors, such as market interest, exchange rates and yield rates and the time remaining to the maturity date and more generally all economic, financial and political events in any country, including factors affecting capital markets generally and the stock exchanges on which the Bonds are traded. The price at which a Bondholder will be able to sell the Bonds prior to maturity may be

at a discount, which could be substantial, from the issue price or the purchase price paid by such investor.

The Fixed Rate Bonds and/or the Floating Rate Bonds may be redeemed prior to maturity

In the event: (A) of the occurrence of an Event of Default (as defined in Condition 9 (*Events of Default*)); (B) that the Issuer would choose to repay all outstanding Fixed Rate Bonds and/or Floating Rate Bonds if Bondholders have submitted Change of Control Put Exercise Notices in respect of at least 85 per cent. of the aggregate principal amount of the Fixed Rate Bonds and/or the Floating Rate Bonds, as applicable (in accordance with Condition 6.3 (*Redemption at the Option of Bondholders*)); or (C) that the Issuer would be obliged (as set out in Condition 6.2 (*Redemption for tax reasons*)) to increase the amounts payable in respect of any Bonds as a result of any change in, or amendment to, the laws, treaties or regulations of, or applicable in, Belgium or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, treaties or regulations, which change, amendment, application or interpretation becomes effective on or after the Issue Date, the Fixed Rate Bonds and/or the Floating Rate Bonds may be redeemed prior to maturity in accordance with the Conditions. In such circumstances, an investor may not be able to reinvest the repayment proceeds (if any) at a yield comparable to that of the Fixed Rate Bonds and/or the Floating Rate Bonds. Investors need to be aware that in the event of a redemption prior to maturity in accordance with the Conditions, they might receive a redemption amount which is lower than the issue price.

The Bonds may be redeemed prior to maturity in the event of a Change of Control

Each Bondholder will have the right to require the Issuer to repurchase all or any part of such holder's Bonds at the Put Redemption Amount upon the occurrence of a Change of Control, as such terms are defined herein, and in accordance with the Conditions of the Bonds (the **Change of Control Put**). In the event that the Change of Control Put right is exercised by holders of at least 85 per cent. of the aggregate principal amount of the Fixed Rate Bonds and/or the Floating Rate Bonds, the Issuer may, at its option, redeem all (but not less than all) of the Fixed Rate Bonds and/or the Floating Rate Bonds, as applicable, then outstanding pursuant to Condition 6.3 (*Redemption at the Option of Bondholders*). However, Bondholders should be aware that, in the event that (i) holders of 85 per cent. or more of the aggregate principal amount of the Fixed Rate Bonds and/or the Floating Rate Bonds exercise their option under Condition 6.3 (*Redemption at the Option of Bondholders*), but the Issuer does not elect to redeem the remaining outstanding Fixed Rate Bonds and/or Floating Rate Bonds, as applicable, or (ii) holders of a significant proportion, but less than 85 per cent. of the aggregate principal amount of respectively the Fixed Rate Bonds and/or the Floating Rate Bonds exercise their option under Condition 6.3 (*Redemption at the Option of Bondholders*), the Fixed Rate Bonds and/or the Floating Rate Bonds, as applicable, in respect of which the Change of Control Put is not exercised may be illiquid and difficult to trade.

It is possible that only either the Fixed Rate Bonds or the Floating Rate Bonds are redeemed in full by the Issuer under Clause 6.3 (*Redemption at the Option of the Holders*), either because the holders of less than 85 % of the aggregate principal amount of respectively the Fixed Rate Bonds or the Floating Rate Bonds exercise their option under Clause 6.3 (*Redemption at the Option of the Holders*) or because the holders of 85 % of the aggregate principal amount of respectively the Fixed Rate Bonds and the Floating Rate Bonds exercise their option under Clause 6.3 (*Redemption at the Option of the Holders*), but the Issuer does not elect to redeem the remaining outstanding Fixed Rate Bonds or Floating Rate Bonds.

Accordingly, the put option may arise, at times when prevailing interest rates may be relatively low. In such circumstances, an investor may not be able to reinvest the repayment proceeds (if any) at a yield comparable to that of the Fixed Rate Bonds and/or the Floating Rate Bonds. Potential investors should be aware that the Change of Control Put can only be exercised upon the

occurrence of a Change of Control as defined in the Conditions, which may not cover all situations where a change of control may occur or where successive changes of control occur in relation to the Issuer.

Bondholders deciding to exercise the Change of Control Put shall have to do this through the bank or other financial intermediary through which the Bondholder holds the Bonds (the **Financial Intermediary**) and are advised to check when such Financial Intermediary would require to receive instructions and Change of Control Put Exercise Notices from Bondholders in order to meet the deadlines for such exercise to be effective. The fees and/or costs, if any, of the relevant Financial Intermediary shall be borne by the relevant Bondholders.

The exercise of the Change of Control Put option will only be valid provided that (i) Change of Control Resolutions were taken by the general meeting of shareholders of the Issuer, and (ii) such resolutions were filed with the Clerk of the Commercial court of Brussels

The Bondholders should be aware that the exercise of the option described in Condition 6.3 (*Redemption at the option of Bondholders*) will only be effective under Belgian law if, prior to the earliest of (a) the notification to the Issuer by the FSMA of the filing of a take-over bid to the shareholders of the Issuer or (b) the occurrence of a change of control as defined in Article 5 of the Belgian Company Code, the Change of Control Resolutions, (i) were approved by the general meeting of shareholders of the Issuer and (ii) such resolutions were filed with the Clerk of the competent commercial court. Pursuant to Condition 10 (*Undertakings*), the Issuer has undertaken (a) to submit the Change of Control Resolutions for approval to the annual general meeting of shareholders of 2016, and (b) to file the Change of Control Resolutions (if and when approved) with the Clerk of the competent commercial court by no later than the Long Stop Date. The Issuer has also undertaken to include the approval of the Change of Control Resolutions on the agenda of a general meeting of shareholders if such general meeting of shareholders would be convened prior to the annual general meeting of shareholders of 2016. If (i) the Issuer receives a notification from the FSMA with respect to a public take-over bid to the shareholders of the Issuer, or (ii) a change of control as defined in Article 5 of the Belgian Company Code occurs before, such approval and filing, the Bondholders will not be entitled to exercise the option described in Condition 6.3 (*Redemption at the option of the Bondholders*). It cannot be guaranteed that such resolution will be approved at the general meeting of the Issuer.

The Bonds may be affected by the turbulence in the global credit markets

Potential investors should be aware of the turbulence in the global credit markets which has led to a general lack of liquidity in the secondary market for instruments similar to the Bonds. The Issuer cannot predict when these circumstances will change and if and when they do there can be no assurance that conditions of general market illiquidity for the Bonds and instruments similar to the Bonds will not return in the future.

Eurozone crisis

Potential investors should be aware of the crisis affecting the eurozone, the turbulence in the global credit markets and the general economic outlook. The Issuer cannot predict when these circumstances will change and potential investors need to be aware of the significant uncertainty about future developments in this regard.

Modification to the Conditions of the Bonds can be imposed on all Bondholders upon approval by defined majorities of Bondholders

The Conditions of the Bonds contain provisions for calling meetings of Bondholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all

Bondholders including Bondholders who did not attend and vote at the relevant meeting and Bondholders who voted in a manner contrary to the majority.

Separate meetings of Bondholders can be convened for the Fixed Rate Bonds and for the Floating Rate Bonds that constitute different categories of bonds (*verschillende soorten van obligaties/plusieurs catégories d'obligations*) within the meaning of article 575 of the Belgian Company Code.

Article 575 of the Belgian Company Code further provides that if different categories of bonds exist and a resolution of the meeting of Bondholders can have consequences for the rights attached to these different categories of bonds, then in order to be valid the resolution must be passed by the holders of each category of bonds with the quorum and majority requirements set out in the Belgian Company Code.

The Bonds may be exposed to exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Bonds in Euro. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than the Euro. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Euro or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Euro would decrease (1) the Investor's Currency-equivalent yield on the Bonds, (2) the Investor's Currency equivalent value of the principal payable on the Bonds, and (3) the Investor's Currency equivalent market value of the Bonds.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal at all.

Risk of inflation

The inflation risk is the risk of future value of money. The actual yield of an investment in the Bonds is being reduced by inflation. The higher the rate of inflation, the lower the actual yield of a Bond will be. If the rate of inflation is equal to or higher than the nominal output of the Bonds, then the actual output is equal to zero, or the actual yield will even be negative.

Certain payments in respect of the Bonds may be impacted by the EU Savings Directive

Under Council Directive 2003/48/EC on the taxation of savings income (the **Savings Directive**), Member States are required to provide to the tax authorities of other Member States details of certain payments of interest or similar income paid or secured by a person established in a Member State to or for the benefit of an individual resident in another Member State or certain limited types of entities established in another Member State.

For a transitional period, Austria is required (unless during that period it elects otherwise) to operate a withholding system in relation to such payments. The end of the transitional period is dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries. A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

On 24 March 2014, the Council of the European Union adopted a Council Directive (the **Amending Directive**) amending and broadening the scope of the requirements described above. The Amending Directive requires Member States to apply these new requirements from 1 January 2017 and if they were to take effect the changes would expand the range of payments covered by

the Savings Directive, in particular to include additional types of income payable on securities. They would also expand the circumstances in which payments that indirectly benefit an individual resident in a Member State must be reported or subject to withholding. This approach would apply to payments made to, or secured for, persons, entities or legal arrangements (including trusts) where certain conditions are satisfied, and may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union.

If a payment were to be made or collected through a paying agent established in any state which applies the withholding tax system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor the Agent nor any other person would be obliged to pay additional amounts to the Bondholders or to otherwise compensate Bondholders for the reductions in the amounts that they will receive as a result of the imposition of such withholding tax.

Payments made in respect of the Bonds may be subject to Belgian withholding tax

Potential investors should be aware that neither the Issuer, the NBB, the Agent nor any other person will be liable for or otherwise obliged to pay, and the relevant Bondholders will be liable for and/or pay, any tax, duty, charge, withholding or other payment whatsoever which may arise as a result of, or in connection with, the ownership, any transfer and/or any payment in respect of the Bonds, except as provided for in Condition 8 (*Taxation*).

If the Issuer, the NBB, the Agent or any other person is required by law to make any withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatever nature in respect of any payment in respect of the Bonds, the Issuer, the NBB, the Agent or that other person shall make such payment after such withholding or deduction has been made and will account to the relevant authorities for the amount so required to be withheld or deducted.

Belgian withholding tax, currently at a rate of 25%, will in principle be applicable to the interest on the Bonds held in a non-exempt securities account (an **N account**) in the X/N System, as further described in Part XI: *Taxation*. Potential investors should be aware that any relevant tax law or practice applicable as at the date of this Prospectus and/or the date of purchase or subscription of the Bonds may change at any time (including during any subscription period or the term of the Bonds). Any such change may have an adverse effect on a Bondholder, including that the liquidity of the Bonds may decrease and/or the amounts payable to or receivable by an affected Bondholder may be less than otherwise expected by such Bondholder.

Potential investors who are in any doubt as to their tax position should consult their own independent tax advisers.

Certain transactions in Bonds may be subject to the proposed financial transactions tax (FTT)

On 14 February 2013, the European Commission published a proposal (the **Commission's Proposal**) for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the **participating Member States**).

The Commission's Proposal has a very broad scope and could, if introduced, apply to certain dealings in Bonds (including secondary market transactions) in certain circumstances.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Bonds where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

Joint statements issued by participating Member States indicate an intention to implement the FTT by 1 January 2016.

However, the FTT proposal remains subject to negotiation between the participating Member States and the scope of any such tax is uncertain. Additional EU Member States may decide to participate.

Prospective Bondholders are advised to seek their own professional advice in relation to the FTT.

Potential purchasers and sellers of the Bonds may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Bonds are transferred or other jurisdictions

Potential purchasers and sellers of the Bonds should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Bonds are transferred or other jurisdictions. Potential investors are advised not to rely upon the tax summary contained in this Prospectus but to seek the advice of a tax professional regarding their individual tax liabilities with respect to the acquisition, sale and redemption of the Bonds. Only these advisors are in a position to duly consider the specific situation of the potential investor. This investment consideration has to be read in connection with the taxation sections of this Prospectus. Such taxes or documentary charges could also be due in case of a possible change of the statutory seat of the Issuer. In addition, potential purchasers should be aware that tax regulations and their application by the relevant taxation authorities change from time to time. Accordingly, it is not possible to predict the precise tax treatment which will apply at any given time.

Changes in governing law could modify certain Conditions

The Conditions are based on the laws of Belgium in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to the laws of Belgium, the official application, interpretation or the administrative practice after the date of this Prospectus.

Relationship with the Issuer

All notices and payments to be delivered to the Bondholders will be distributed by the Issuer to such Bondholders in accordance with the Conditions. In the event that a Bondholder does not receive such notices or payments, its rights may be prejudiced, but it may not have a direct claim against the Issuer with respect to such prejudice.

The transfer of the Bonds, any payments made in respect of the Bonds and all communications with the Issuer will occur through the Clearing System

The Bonds will be issued in dematerialised form under the Belgian company code (*Wetboek van vennootschappen/Code des sociétés*) (the **Belgian Company Code**) and cannot be physically delivered. The Bonds will be represented exclusively by book entries in the records of the Clearing System. Access to the Clearing System is available through its Clearing System participants whose membership extends to securities such as the Bonds. Clearing System participants include certain banks, stockbrokers (*beursvennootschappen/sociétés de bourse*), and Euroclear and Clearstream, Luxembourg. Transfers of interests in the Bonds will be effected between the Clearing System participants in accordance with the rules and operating procedures of the Clearing System. Transfers between investors will be effected in accordance with the respective rules and operating procedures of the Clearing System participants through which they hold their Bonds. The Issuer and the Agent will have no responsibility for the proper performance by the Clearing System or the

Clearing System participants of their obligations under their respective rules and operating procedures.

A Bondholder must rely on the procedures of the Clearing System to receive payments under the Bonds. The Issuer will have no responsibility or liability for the records relating to, or payments made in respect of, the Bonds within the Clearing System.

The Agent is not required to segregate amounts received by it in respect of Bonds cleared through the Clearing System

The Conditions of the Bonds and the Agency Agreement provide that the Agent will debit the relevant account of the Issuer and use such funds to make payment to the Bondholders. The Agency Agreement provides that the Agent will, simultaneously with the receipt by it of the relevant amounts, pay to the Bondholders, directly or through the NBB, any amounts due in respect of the relevant Bonds. However, the Agent is not required to segregate any such amounts received by it in respect of the Bonds. The Conditions provide that the payment obligations of the Issuer will be discharged by payment to the Clearing System in respect of each amount so paid.

The Issuer, the Agent and the Joint Lead Managers may engage in transactions adversely affecting the interests of the Bondholders

The Agent and the Joint Lead Managers might have conflicts of interests which could have an adverse effect on the interests of the Bondholders. Potential investors should be aware that the Issuer is involved in a general business relationship or/and in specific transactions with the Agent and the Joint Lead Managers and that they might have conflicts of interests which could have an adverse effect to the interests of the Bondholders. Potential investors should also be aware that the Agent and the Joint Lead Managers may hold from time to time debt securities, shares or/and other financial instruments of the Issuer.

Within the framework of normal business relationship with its banks, the Issuer or any Subsidiary has entered or could enter into loans and other facilities with the Agent or the Joint Lead Managers (or some of their affiliates) (via bilateral transactions or/and syndicated loans together with other banks). The terms and conditions of these debt financings may differ from the Conditions and certain of the terms and conditions of such debt financings could be stricter or more extensive than the Conditions. The terms and conditions of these debt financings may contain events of default and financial covenants, different from or not included in the Conditions. In addition, as part of these debt financings, the lenders may have the benefit of guarantees, whereas the Bondholders will not have the benefit from similar guarantees. This results in the Bondholders being subordinated to the lenders under such debt financings. As a consequence the Agent and the Joint Lead Managers may have interests that are different than and/or adverse to the interests of the Bondholders during the term of the Bonds. Such diverging interests may manifest themselves, for example, in case of an event of default under those facility agreements before the maturity of the Bonds or in case of a mandatory early repayment and may have a negative impact on the repayment capacity of the Issuer. The Joint Lead Managers have, in their capacity of lenders, no obligation to take into account the interests of the Bondholders when exercising their rights as lender under those facility agreements.

The Bondholders should be aware of the fact that the Agent and the Joint Lead Managers, when they act as lenders to the Issuer or another company within the Group (or when they act in any other capacity whatsoever), have no fiduciary duties or other duties of any nature whatsoever vis-à-vis the Bondholders and that they are under no obligation to take into account the interests of the Bondholders.

The Agent, the Joint Lead Managers and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with the Issuer or its affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions. In addition, in the ordinary course of their business activities, the Agent, the Joint Lead Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. The Agent, the Joint Lead Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) Bonds are legal investments for it, (ii) Bonds can be used as collateral for various types of borrowing, and (iii) other restrictions apply to its purchase or pledge of any Bonds. The investors should consult their legal advisers to determine the appropriate treatment of Bonds under any applicable risk-based capital or similar rules.

The Agent does not assume any fiduciary duties or other obligations to the Bondholders and, in particular, is not obliged to make determinations which protect their interests

BNP Paribas Securities Services SCA, Brussels Branch will act as the Issuer's domiciliary, calculation, paying and listing agent (the **Agent**). In its capacity as Agent, it will act in accordance with the Conditions of the Bonds in good faith and endeavour at all times to make its determinations in a commercially reasonable manner. However, Bondholders should be aware that the Agent does not assume any fiduciary or other obligations to the Bondholders and, in particular, is not obliged to make determinations which protect or further the interests of the Bondholders.

The Agent may rely on any information that is reasonably believed by it to be genuine and to have been originated by the proper parties. The Agent shall not be liable for the consequences to any person (including Bondholders) of any errors or omissions in (i) the calculation by the Agent of any amount due in respect of the Bonds or (ii) any determination made by the Agent in relation to the Bonds or interests, in each case in the absence of bad faith or wilful default. Without prejudice to the generality of the foregoing, the Agent shall not be liable for the consequences to any person (including Bondholders) of any such errors or omissions arising as a result of (i) any information provided to the Agent proving to have been incorrect or incomplete or (ii) any relevant information not being provided to the Agent on a timely basis.

Belgian insolvency laws

The Issuer is subject to applicable Belgian bankruptcy and insolvency laws. The application of these bankruptcy and insolvency laws may substantially affect the Bondholders' claims to obtain repayment in full of the Bonds, e.g. through a suspension of payments, a stay on enforcement measures or an order providing for partial repayment of the Bonds only. At the date of the Prospectus, certain Subsidiaries of the Issuer have their statutory seat outside Belgium (in the Netherlands, France and Romania).

PART II: IMPORTANT INFORMATION AND WARNING

Warehouses De Pauw Comm. VA, a partnership limited by shares (*commanditaire vennootschap op aandelen/société en commandite par actions*), public regulated real estate company (*openbare gereguleerde vastgoedvennootschap/société immobilière réglementée publique*) which has made a public call on savings (*die een openbaar beroep op het spaarwezen heeft gedaan/qui a fait appel publique à l'épargne*), incorporated under Belgian law, having its registered office at Blakebergen 15, 1861 Meise/Wolvertem, Belgium, registered with the Crossroads Bank for Enterprises under number 0417.199.869, commercial court of Brussels (the **Issuer** or the **Company**) will issue the Fixed Rate Bonds for a principal amount of EUR 54,400,000 and the Floating Rate Bonds for a principal amount of EUR 37,800,000. Subject to Condition 5.1 (Interest on Fixed Rate Bonds), the Fixed Rate Bonds will bear interest at a rate of 2.50 per cent. per annum and subject to Condition 5.2 (Interest on Floating Rate Bonds), the Floating Rate Bonds will bear interest at a rate which shall be equal to the aggregate of the Margin and the Screen Rate (each as defined in the Conditions). Interest on the Fixed Rate Bonds is payable annually in arrears on the Fixed Interest Payment Dates (as defined in the Conditions) falling on 2 July in each year. The first payment on the Fixed Rate Bonds will occur on 2 July 2016 and the last payment on 2 July 2022. Interest on the Floating Rate Bonds is payable semi-annually in arrears on the Floating Interest Payment Dates (as defined in the Conditions), commencing on or around 2 January 2016. The Bonds will mature on 2 July 2022.

BNP Paribas, London Branch (having its registered office at Harewood Avenue 10, NW1 6AA London, United Kingdom) (**BNP Paribas**), ABN AMRO Bank N.V. (having its registered office at Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands) (**ABN AMRO**) and ING Bank N.V., Belgian branch (having its address at Marnixlaan 24, 1000 Brussels, Belgium) (**ING Bank**) are acting as joint lead managers (the **Joint Lead Managers**) and BNP Paribas is acting as sole bookrunner (the **Sole Bookrunner**). BNP Paribas Securities Services, Brussels Branch has been appointed as sole domiciliary, calculation, paying and listing agent (the **Agent**).

The denomination of the Bonds shall be EUR 100,000.

This listing prospectus, composed of the Issuer's annual financial report 2014 dated 24 March 2015, which is a registration document² within the meaning of Article 28 of the Belgian law of 16 June 2006 on the public offering of investment instruments and the admission of investment instruments to trading on a regulated market, as amended (the **Prospectus Law**) and this securities note in English (including the information which has been incorporated by reference herein) dated 25 June 2015 (together, the **Prospectus**) was approved by the Belgian Financial Services and Markets Authority (*Autoriteit voor Financiële Diensten en Markten/Autorité des Services et Marchés Financiers*, the **FSMA**) in its capacity as competent authority under the Prospectus Law. This approval cannot be considered as a judgment as to the opportunity or the quality of the transaction, nor on the situation of the Issuer. Application has been made to Euronext Brussels for the Bonds to be listed and admitted to trading on Euronext Brussels. References in this Prospectus to the Bonds being **listed** (and all related references) shall mean that the Bonds have been listed on and admitted to trading on Euronext Brussels' regulated market. Euronext Brussels' regulated market is a regulated market for the purposes of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on markets in financial instruments, as amended. This Prospectus will be published on the website of Euronext Brussels (https://euronext.com/nl/search_instruments/wdp?type=Bond).

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² The registration document has been published on 30 March 2015 on the website of the Issuer in English, Dutch and French. In case of discrepancy between the English, Dutch or French version of the registration document, the Dutch version shall prevail.

The Prospectus is a listing prospectus for the purposes of Article 5 (3) of Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 on the prospectus to be published when securities are offered to the public or admitted to trading and amending Directive 2001/34/EC, as amended (the **Prospectus Directive**) and the Prospectus Law. This Prospectus has been prepared in accordance with the Prospectus Law and Commission Regulation (EC) 809/2004 of 29 April 2004 implementing the Prospectus Directive, as amended (the **Prospectus Regulation**). It intends to give the information with regard to the Issuer and the Bonds, which according to the particular nature of the Issuer and the Bonds, is necessary to enable investors to make an informed assessment of the rights attaching to the Bonds and of the assets and liabilities, financial position, profit and losses and prospects of the Issuer.

The Bonds will be issued in dematerialised form (*gedematerialiseerd/dématérialisé*) under the Belgian Company Code and cannot be physically delivered. The Bonds will be represented exclusively by book entries in the records of the X/N securities and cash clearing system operated by the National Bank of Belgium (the **NBB**) or any successor thereto (the **Clearing System**) as from the Issue Date (as defined below). Access to the Clearing System is available through those of its Clearing System participants whose membership extends to securities such as the Bonds. Clearing System participants include certain banks, stockbrokers (*beursvennootschappen/sociétés de bourse*), Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking, société anonyme, Luxembourg (**Clearstream, Luxembourg**). Accordingly, the Bonds will be eligible to clear through, and therefore accepted by, Euroclear and Clearstream, Luxembourg and investors can hold their Bonds within securities accounts in Euroclear and Clearstream, Luxembourg.

Unless otherwise stated, capitalised terms used in this Prospectus have the meanings set forth in this Prospectus. Where reference is made to the **Conditions of the Bonds** or to the **Conditions**, reference is made to the **Terms and Conditions of the Bonds**.

In this Prospectus, references to **we**, **Warehouses De Pauw**, **WDP** or the **Group** shall be construed as reference to the Issuer or the Issuer and its Subsidiaries (as defined below).

An investment in the Bonds involves certain risks. Prospective investors should refer to the section entitled "Risk Factors" on page 3 *et seq.* for an explanation of certain risks of investing in the Bonds.

1. IMPORTANT INFORMATION

The Issuer (the **Responsible Person**) represented by its statutory manager, De Pauw NV, each having its registered office at Blakebergen 15, 1861 Meise/Wolvertem, Belgium, accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Market data and other statistical information used in this Prospectus have been extracted from a number of sources, including independent industry publications, government publications, reports by market research firms or other independent publications (each an **Independent Source**). The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by the relevant Independent Source, no facts have been omitted which would render the reproduced information inaccurate or misleading.

This Prospectus is to be read in conjunction with (the relevant parts of) all the documents which are incorporated herein by reference, see Part III Documents Incorporated by Reference. This Prospectus shall be read and construed on the basis that such documents are incorporated in and form part of this Prospectus.

Save for the Issuer, no other party has independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Joint Lead Managers as to the accuracy or completeness of the information contained or incorporated in this Prospectus or any other information in connection with the Issuer or the offering of the Bonds. The Joint Lead Managers do not accept any liability, whether arising in tort or in contract or in any other event, in relation to the information contained or incorporated by reference in this Prospectus or any other information in connection with the Issuer, the offering of the Bonds or the distribution of the Bonds.

No person is or has been authorised to give any information or to make any representation not contained in or not consistent with this Prospectus and any information or representation not so contained or inconsistent with this Prospectus or any other information supplied in connection with the Bonds and, if given or made, such information must not be relied upon as having been authorised by or on behalf of the Issuer or the Joint Lead Managers.

Neither this Prospectus nor any other information supplied in connection with the offering of the Bonds (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer or the Joint Lead Managers that any recipient of this Prospectus or any other information supplied in connection with the offering of the Bonds should purchase any Bonds. Each investor contemplating a purchase of the Bonds should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Prospectus nor any other information supplied in connection with the offering of the Bonds constitutes an offer or invitation by or on behalf of the Issuer or the Joint Lead Managers to any person to subscribe for or to purchase any Bonds.

Some statements in this Prospectus may be deemed to be forward looking statements. Forward looking statements include statements concerning the Issuer's plans, objectives, goals, strategies, future operations and performance and the assumptions underlying these forward looking statements. When used in this Prospectus, the words "anticipates", "estimates", "expects", "believes", "intends", "plans", "aims", "seeks", "may", "will", "should" and any similar expressions generally identify forward looking statements. The Issuer has based these forward looking statements on the current view of its management with respect to future events and financial performance. Although the Issuer believes that the expectations, estimates and projections reflected in its forward looking statements are reasonable as of the date of this Prospectus, if one or more of the risks or uncertainties materialise, including those identified below or which the Issuer has otherwise identified in this Prospectus, or if any of the Issuer's underlying assumptions prove to be incomplete or inaccurate, the Issuer's actual results of operation may vary from those expected, estimated or predicted.

The risks and uncertainties referred to above include:

- the Issuer's ability to achieve and manage the growth of its business;
- the performance of the markets in Belgium, the Netherlands, France, Romania and the wider region in which the Issuer operates;
- the Issuer's ability to realise the benefits it expects from existing and future projects and investments it is undertaking or plans to or may undertake;
- the Issuer's ability to obtain external financing or maintain sufficient capital to fund its existing and future investments and projects;
- changes in political, social, legal or economic conditions in the markets in which the Issuer and its customers operate; and

- actions taken by the Issuer's joint venture partners that may not be in accordance with its policies and objectives.

The foregoing list of important factors is not exclusive; when evaluating forward-looking statements, investors should carefully consider the foregoing factors and other uncertainties and events, as well as the other risks identified in this Prospectus.

Any forward looking statements contained in this Prospectus speak only as at the date of this Prospectus. Without prejudice to any requirements under applicable laws and regulations, the Issuer expressly disclaims any obligation or undertaking to disseminate after the date of this Prospectus any updates or revisions to any forward looking statements contained herein to reflect any change in expectations thereof or any change in events, conditions or circumstances on which any such forward looking statement is based.

Neither the delivery of this Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that the information contained in this Prospectus is true subsequent to the date hereof or otherwise that there has been no change in the affairs or in the condition (financial or otherwise) of the Issuer since the date hereof or the date upon which this Prospectus has been most recently amended or supplemented or any other information supplied in connection with the Bonds is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. The Joint Lead Managers and the Issuer expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Bonds.

This Prospectus contains various amounts and percentages which are rounded and, as result, when these amounts and percentages are added up, they may not total.

References in this section "Important Information" to a "Joint Lead Manager" shall include such entity in its capacity as Sole Bookrunner.

2. IMPORTANT INFORMATION RELATING TO THE USE OF THIS PROSPECTUS AND OFFER OF BONDS GENERALLY

This Prospectus has been approved for the purposes of the listing of the Bonds on Euronext Brussels and the admission to trading of the Bonds on the regulated market of Euronext Brussels and does not constitute an offer to sell or the solicitation of an offer to buy the Bonds in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. This Prospectus has been prepared on the basis that all offers of the Bonds will be made pursuant to an exemption under the Prospectus Directive in member states of the European Economic Area (the EEA) which have implemented the Prospectus Directive (each a "**Relevant Member State**"), from the requirement to produce a prospectus for offers of the Bonds. Any person making or intending to make any offer in a Relevant Member State or elsewhere of the Bonds should only do so in circumstances in which no obligation arises for the Issuer or the Joint Lead Managers to produce a prospectus for such offer. The distribution of this Prospectus and the offer or sale of Bonds may be restricted by law in certain jurisdictions. The Issuer and the Joint Lead Managers do not represent that this Prospectus may be lawfully distributed, or that the Bonds may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer or the Joint Lead Managers which is intended to permit a public offering of the Bonds or the distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Bonds may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and

regulations. Persons into whose possession this Prospectus or any Bonds may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of Bonds. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Bonds in amongst others the United States and the United Kingdom, see Part XII: *Subscription and Sale*.

The Bonds have not been and will not be registered under the United States Securities Act of 1933, as amended (the **Securities Act**), or the securities laws of any state or other jurisdiction of the United States. The Bonds are being offered and sold solely outside the United States to non-U.S. persons in reliance on Regulation S under the Securities Act (**Regulation S**). The Bonds may not be offered, sold or delivered within the United States or to, or for the account or benefit of U.S. persons (as defined in Regulation S) unless they have been so registered or pursuant to an available exemption from the registration requirements of the Securities Act. For a further description of certain restrictions on the offering and sale of the Bonds and on the distribution of this document, see Part XII: *Subscription and Sale* below.

All references in this document to **euro**, **EUR** and **€** refer to the currency introduced at the start of the third stage of the European economic and monetary union pursuant to the Treaty establishing the European Community, as amended.

3. WARNING

The Prospectus has been prepared to provide information on the listing of the Bonds. When potential investors make a decision to invest in the Bonds, they should base this decision on their own research of the Issuer and the conditions of the Bonds, including, but not limited to, the associated benefits and risks, as well as the conditions of the offer itself. Each prospective investor must itself assess, with its advisors if necessary, whether its acquisition of the Bonds is suitable, considering its personal income and financial situation, is fully consistent with its financial needs, objectives and condition, and comply with and are fully consistent with all investment policies, guidelines and restrictions applicable to it and is a fit, proper and suitable investment for it, notwithstanding the clear and substantial risks inherent in investing in or holding the Bonds. In case of any doubt about the risk involved in purchasing the Bonds, investors should abstain from investing in the Bonds.

The summaries and descriptions of legal provisions, taxation, accounting principles or comparisons of such principles, legal company forms or contractual relationships reported in the Prospectus may in no circumstances be interpreted as investment, legal or tax advice for potential investors. Potential investors are urged to consult their own advisor, bookkeeper, accountant or other advisors concerning the legal, tax, economic, financial and other aspects associated with the subscription to the Bonds.

In the event of important new developments, material errors or inaccuracies that could affect the assessment of the Bonds, and which occur or are identified between the time of the approval of the Prospectus and the time at which trading on a regulated market commences, the Issuer will have a supplement to the Prospectus published containing this information in accordance with article 34, §1 and 2 of the Prospectus Law. This supplement will be published in compliance with at least the same regulations as the Prospectus, and will be published on the website of the Issuer. The Issuer must ensure that this supplement is published as soon as possible after the occurrence of such new significant factor.

4. FURTHER INFORMATION

For more information about the Issuer, please contact:

WDP Comm. VA
Blakebergen 15
1861 Meise/Wolvertem
Belgium
Tel.: 0032 52 338 400
www.wdp.be

PART III: DOCUMENTS INCORPORATED BY REFERENCE

The prospectus is composed of the Issuer's annual financial report 2014 dated 24 March 2015, which is a registration document within the meaning of Article 28 of the Belgian law of 16 June 2006 on the public offering of investment instruments and the admission of investment instruments to trading on a regulated market (as amended from time to time, the Prospectus Law) and this securities note of 25 June 2015 (together, the Prospectus). This Prospectus should be read and construed in conjunction with: (i) the audited consolidated annual financial statements of the Issuer for the financial years ended 31 December 2014 and 31 December 2013, together in each case with the audit report thereon, as incorporated in the Issuer's annual financial report 2014 respectively the Issuer's annual financial report 2013; (ii) the interim statement by the manager of 7 May 2015 for the period as from 1 January 2015 until 31 March 2015; and (iii) the other press releases listed hereunder, which have been previously published or are published simultaneously with this Prospectus. This Prospectus has been approved by the FSMA in accordance with Article 23 of the Prospectus Law. The FSMA's approval does not imply any judgement on the merits or the quality of the transaction or the Issuer.

These documents, which have been filed with the FSMA, shall be incorporated in, and form part of, this Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

The auditors of the Issuer, Deloitte Bedrijfsrevisoren/Réviseurs d'Entreprises (statutory auditor of the Issuer (having its registered office at Berkenlaan 8b, 1831 Diegem, Belgium)) represented by Kathleen De Brabander, member of the "*Institut des Réviseurs d'Entreprises/Instituut van de Bedrijfsrevisoren*" has audited, and rendered unqualified audit reports on the consolidated financial statements of the Issuer for the financial years ended 31 December 2014 and 31 December 2013.

Copies of documents incorporated by reference in this Prospectus may be obtained (free of any charge) from the registered offices of the Issuer, the website of the Issuer (www.wdp.be) or from the website of Brussels Euronext (https://euronext.com/nl/search_instruments/wdp?type=Bond).

The Issuer confirms that it has obtained the approval from its auditors to incorporate, respectively incorporate by reference, in this Prospectus the auditor's reports for the financial years ended 31 December 2014 and 31 December 2013.

The table below sets out the relevant page references for the audited consolidated annual financial statements of the Issuer for the financial years ended 31 December 2014 and 31 December 2013. Except for the information set forth in the Issuer's annual financial report 2014, which is the registration document of this Prospectus, any information not listed in the table below but included in the documents incorporated by reference is given for information purposes only.

Audited consolidated annual financial statements of the Issuer for the financial year ended 31 December 2014 – WDP Annual Financial Report 2014
(<http://www.wdp.be/pdf/2014/jaarverslag/en/>)

Risk factors p. 3-13

Strategy p. 21-30

Management report	p. 31-114
Property report	p. 123-140
Declarations by the statutory manager	p. 163-166
Consolidated annual financial statements	p. 171-182
Notes	p. 183-230
Auditor's report	p. 231-236
Permanent document	p. 251-262
General information regarding public GVV/SIR, the FBI and the SIIC	p. 263-268

Audited consolidated annual financial statements of the Issuer for the financial year ended 31 December 2013 – WDP Annual Financial Report 2013
(<http://www.wdp.be/pdf/2014/jaarverslag/en/>)

Management report	p. 31-104
Consolidated annual financial statements	p. 161-172
Notes	p. 173-220
Auditor's report	p. 221-226

Press releases (<http://www.wdp.be/en/relations/news/persberichten/2015>)

- 11 February 2015: “WDP’s Board of Directors nominates two new directors”
- 11 February 2015: “Annual results for the period 01.01.2014 – 31.12.2014”
- 17 March 2015: “Disclosure pursuant to Article 14 of the Law of 2 May 2007 regarding the Disclosure of Major Holdings (‘Transparency Law’)”
- 20 March 2015: “Disclosure pursuant to Article 14 of the Law of 2 May 2007 regarding the Disclosure of Major Holdings (‘Transparency Law’)”
- 31 March 2015: “WDP realises previously announced acquisition of FMCG-Campus in Bornem via Capital increase of 48 million euros – issue of 681,828 new WDP shares at 70.33 euros per share – consequences in the framework of transparency legislation”
- 31 March 2015: “Successful placement of 565,000 WDP shares”
- 31 March 2015: “Private placement”
- 13 April 2015: “Disclosure pursuant to Article 14 of the Law of 2 May 2007 regarding the Disclosure of Major Holdings (‘Transparency Law’)”
- 13 April 2015: “Disclosure pursuant to Article 14 of the Law of 2 May 2007 regarding the Disclosure of Major Holdings (‘Transparency Law’)”
- 13 April 2015: “Disclosure pursuant to Article 14 of the Law of 2 May 2007 regarding the Disclosure of Major Holdings (‘Transparency Law’)”
- 29 April 2015: “WDP and the Greenery enter into long-term partnership”

- 29 April 2015: “Conditions concerning the optional dividend”
- 30 April 2015: “Hungaria restored to former glory”
- 7 May 2015: “Interim statement by the manager for the period 01.01.2015 – 31.03.2015”
- 19 May 2015: “Start up of Solar Panel Programme of 30Mwp within the property portfolio in the Netherlands”
- 29 May 2015: “Shareholders opt for 55% of shares for optional dividend”
- 18 June 2015: “Further execution strategic growth plan with new investments of over 100 million euros. Market leader position in the Benelux strengthened”

PART IV: TERMS AND CONDITIONS OF THE BONDS

The following is the text of the Conditions of the Bonds, save for the paragraphs in italics that shall be read as complementary information.

The issue of the 2.50 per cent. fixed rate bonds due 2 July 2022 for an aggregate amount of EUR 54,400,000 (the **Fixed Rate Bonds**) which definition shall in these Conditions, unless the context otherwise requires, include any further bonds issued pursuant to Condition 15 (*Further Issues*) and constituting a single series with the Fixed Rate Bonds and the issue of floating rate bonds due 2 July 2022 for an aggregate amount of EUR 37,800,000 (the **Floating Rate Bonds**) which definition shall in these Conditions, unless the context otherwise requires, include any further bonds issued pursuant to Condition 15 (*Further Issues*) and constituting a single series with the Floating Rate Bonds were authorised by a resolution of the Board of Directors of De Pauw NV, statutory manager of WDP Comm. VA (the **Issuer**) passed on 24 June 2015. The Fixed Rate Bonds and the Floating Rate Bonds are jointly referred to as the **Bonds**. The Bonds are issued subject to and with the benefit of a domiciliary agency agreement entered into on or around 29 June 2015 between the Issuer and BNP Paribas Securities Services SCA, Brussels Branch acting as domiciliary and paying agent (the **Agent**, which expression includes any successor as Agent under the Agency Agreement) (such agreement as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**). The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement and the Clearing Agreements (as defined below). Copies of the Agency Agreement and the Clearing Agreements are available for inspection during normal business hours at the specified office of the Agent. The specified office of the Agent is at Boulevard Louis Schmidt 2, 1040 Brussels, Belgium. The Bondholders are bound by and deemed to have notice of all the provisions of the Agency Agreement applicable to them.

References herein to **Conditions** are, unless the context otherwise requires, to the numbered paragraphs below.

1. **FORM, DENOMINATION AND TITLE**

The Bonds are issued in dematerialised form in accordance with Article 468 *et seq.* of the Belgian Company Code (*Wetboek van vennootschappen / Code des Sociétés*) and cannot be physically delivered. The Bonds will be exclusively represented by book entry in the records of the clearing system operated by the National Bank of Belgium (the **NBB**) or any successor thereto (the **Clearing System**). The Bonds can be held by their holders through participants in the Clearing System, including Euroclear and Clearstream, Luxembourg and through other financial intermediaries which in turn hold the Bonds through Euroclear and Clearstream, Luxembourg, or other participants in the Clearing System. The Bonds are accepted for clearance through the Clearing System, and are accordingly subject to the applicable Belgian clearing regulations, including the Belgian law of 6 August 1993 on transactions in certain securities, its implementing Belgian Royal Decrees of 26 May 1994 and 14 June 1994 and the rules of the Clearing System and its annexes, as issued or modified by the NBB from time to time (the laws, decrees and rules mentioned in this Condition being referred to herein as the **Clearing System Regulations**). Title to the Bonds will pass by account transfer. The Bonds may not be exchanged for bonds in bearer form.

If at any time the Bonds are transferred to another clearing system, not operated or not exclusively operated by the NBB, these provisions shall apply *mutatis mutandis* to such successor clearing system and successor clearing system operator or any additional clearing system and additional clearing system operator.

Bondholders are entitled to exercise the rights they have, including voting rights, making requests, giving consents, and other associative rights (as defined for the purposes of Article 474 of the Belgian Company Code) upon submission of an affidavit drawn up by the NBB, Euroclear, Clearstream, Luxembourg or any other participant duly licensed in Belgium to keep dematerialised securities accounts showing such holder's position in the Bonds (or the position held by the financial institution through which such holder's Bonds are held with the NBB, Euroclear, Clearstream, Luxembourg or such other participant, in which case an affidavit drawn up by that financial institution will also be required).

The Bonds are in principal amounts of EUR 100,000 each.

2. STATUS OF THE BONDS

The Bonds constitute direct, unconditional, unsubordinated and (subject to Condition 3 (*Negative Pledge*)) unsecured obligations of the Issuer and rank and will at all times rank *pari passu* and rateably, without any preference among themselves, and equally with all other existing and future unsecured and unsubordinated obligations of the Issuer, save for such exceptions that may be provided by applicable mandatory law.

3. NEGATIVE PLEDGE

3.1 So long as any Bond remains outstanding, the Issuer:

- (a) will not create or permit to subsist any Security upon the whole or any part of its undertaking, assets or revenues, present or future, to secure any Indebtedness of the Issuer or a Subsidiary or to secure any guarantee of or indemnity in respect of any Indebtedness of the Issuer or a Subsidiary;
- (b) will procure that no Material Subsidiary creates or permits to subsist any Security upon the whole or any part of its undertaking, assets or revenues, present or future, to secure any Indebtedness of the Issuer or a Subsidiary or to secure any guarantee of or indemnity in respect of a Indebtedness of the Issuer or a Subsidiary; and
- (c) will not give, and will procure that no Material Subsidiary (determined at the time of incurrence) gives any guarantee of or indemnity in respect of any of the Relevant Debt of the Issuer or a Subsidiary;

unless, at the same time or prior thereto, the Issuer's obligations under the Bonds (i) are secured equally and rateably therewith or benefit from a guarantee or indemnity in substantially identical terms thereto, as the case may be, or (ii) have the benefit of such other security, guarantee, indemnity or other arrangement as shall be approved by a general meeting of the Bondholders, and unless such Security arises pursuant to mandatory legal provisions.

3.2 The prohibition contained in this Condition 3 (*Negative Pledge*) does not apply to (i) Securities for the benefit of any one or more creditors for an aggregate maximum secured amount not exceeding 30 per cent of the consolidated total assets of the Group (as such appears from the relevant consolidated annual *c.q.* semi-annual financial statements, as at the accounts date of such annual *c.q.* semi-annual financial statements and (ii) any Security existing prior to any entity becoming a Subsidiary (provided that such Security was not created or assumed in contemplation of such company or other entity becoming a Subsidiary of the Issuer and that the principal amount of such Indebtedness is not subsequently increased).

4. DEFINITIONS

In these Conditions, unless otherwise provided:

Bonds has the meaning provided in the introduction to these Conditions.

Annual Relevant Period means each period of 12 months ending on the last day of a financial year of the Issuer and each period of 12 months ending on the last day of the first half of the financial year of the Issuer.

Board of Directors means the board of directors of De Pauw or any committee or proxyholder thereof duly authorised to act on behalf of the board of directors, respectively the Issuer.

Bondholder or **holder of Bond** means, in respect of any Bond, the person entitled thereto in accordance with the Belgian Company Code and the Clearing System Regulations.

Business Day means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business in Brussels.

Calculation Agent has the meaning provided in Condition 5.2 (c) (i) (*Floating Interest Rate*).

Change of Control has the meaning provided in Condition 6.3 (*Redemption at the Option of Bondholders*).

Change of Control Notice has the meaning provided in Condition 6.3 (*Redemption at the Option of Bondholders*).

Change of Control Put Date means the fourteenth TARGET Business Day after the expiry of the Change of Control Put Exercise Period.

Change of Control Put Exercise Notice has the meaning provided in Condition 6.3 (*Redemption at the Option of Bondholders*).

Change of Control Put Exercise Period means the period commencing on the date of a Change of Control and ending 90 calendar days following such Change of Control, or, if later, 90 calendar days following the date on which a Change of Control Notice is given to Bondholders as required by Condition 6.3 (*Redemption at the Option of Bondholders*).

Change of Control Resolutions means one or more decisions validly taken by the general meeting of shareholders of the Issuer approving Condition 6.3 (*Redemption at the Option of Bondholders*).

Clearing Agreement for the Fixed Rate Bonds means the service contract concerning the issue of dematerialised bonds to be dated on or about the Issue Date between the NBB, the Issuer and the Agent in relation to the Fixed Rate Bonds.

Clearing Agreement for the Floating Rate Bonds means the service contract concerning the issue of dematerialised bonds to be dated on or about the Issue Date between the NBB, the Issuer and the Agent in relation to the Floating Rate Bonds.

Clearing Agreements means the Clearing Agreement for the Fixed Rate Bonds and the Clearing Agreement for Floating Rate Bonds.

Clearing System has the meaning provided in Condition 1 (*Form, Denomination and Title*).

Clearing System Regulations has the meaning provided in Condition 1 (*Form, Denomination and Title*).

Clearstream, Luxembourg means Clearstream Banking, *société anonyme*, Luxembourg, 42, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.

Consolidated EBITDA means, in respect of any Annual Relevant Period, the “Operating Result before Result on Portfolio”, as the foregoing appears from the relevant consolidated financial statements.

Consolidated Gearing means the ratio of Consolidated Total Debt to the total assets at Group level in accordance with the calculation methods imposed by the Royal Decree, and as each of the foregoing appears from the relevant consolidated annual *c.q.* semi-annual financial statements, as at the accounts date of such annual *c.q.* semi-annual financial statements.

Consolidated Total Debt means, at any time, Total Debt calculated at Group level.

De Pauw means De Pauw NV, a Belgian limited liability company having its registered seat at Blakebergen 15, 1861 Meise (Wolvertem) and registered with the Crossroads Bank for Enterprises under number 0407.863.818, Commercial Court of Brussels, being the statutory manager of the Issuer.

EUR, euro or € means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended.

Euro-zone means the region comprised of the member states of the European Union that have adopted the single EUR currency in accordance with the Treaty on the Functioning of the European Union, as amended.

Euroclear means Euroclear Bank SA/NV.

European Money Markets Institute means European Money Markets Institute AISBL, having its registered office at Avenue des Arts 56, 1000 Brussels, registered with the Crossroads Bank for Enterprises under number 0465.075.408, Commercial Court of Brussels.

Event of Default has the meaning provided in Condition 9 (*Events of Default*).

Extraordinary Resolution means a resolution passed at a meeting of Bondholders duly convened and held in accordance with these Conditions and the Belgian Company Code by a majority of at least 75 per cent. of the votes cast.

Finance Charges means, for any Annual Relevant Period, the aggregate amount of consolidated financial charges of the Group less consolidated financial income of the Group, not taking into account the negative or positive valuation on financial instruments (IAS 39) expressed in the profit and loss account, as each of the foregoing appears from the relevant consolidated financial statements.

Fixed Interest Payment Date has the meaning provided in Condition 5.1 (a) (*Fixed Interest Rate and Fixed Interest Payment Dates*).

Fixed Interest Period means the period beginning on (and including) the Issue Date and ending on (but excluding) the first Fixed Interest Payment Date and each successive period beginning on (and including) a Fixed Interest Payment Date and ending on (but excluding) the next succeeding Fixed Interest Payment Date.

Fixed Interest Rate has the meaning provided in Condition 5.1 (a) (*Fixed Interest Rate and Fixed Interest Payment Dates*).

Floating Interest Amount has the meaning provided in Condition 5.2(d) (*Determination Floating Interest Amount*).

Floating Interest Payment Date has the meaning provided in Condition 5.2 (a) (*Floating Interest Payment Dates*).

Floating Interest Period has the meaning provided in Condition 5.2 (a) (*Floating Interest Payment Dates*).

Floating Interest Rate has the meaning provided in Condition 5.2 (c) (*Floating Interest Rate*).

Gearing means, the ratio of Total Debt to the total assets of the Issuer, in accordance with the calculation methods imposed by the Royal Decree, as each of the foregoing appears from the relevant statutory annual *c.q.* semi-annual financial statements, as at the accounts date of such annual *c.q.* semi-annual financial statements.

Group means the Issuer and each of its Subsidiaries from time to time.

Indebtedness means any present or future indebtedness (whether being principal, premium, interest or other amount) for or in respect of (i) money borrowed, (ii) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent, (iii) any amount raised pursuant to any note purchase facility or the issue of bonds, debentures, debenture stock, loan capital, loan stock, certificates of deposit, commercial paper or other securities offered, issued or distributed, either by way of public offer, private placing, acquisition consideration or otherwise and whether issued for cash in whole or in part for a consideration other than cash, (iv) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with IFRS, be treated as a finance or capital lease, (v) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis), (vi) any amount of any liability under an advance or deferred purchase agreement if the primary reason behind the entry into of that agreement is to raise finance, or (vii) amounts raised under any other transaction having the commercial effect of a borrowing and which is treated as a borrowing under IFRS.

Interest Cover means the ratio of Consolidated EBITDA to Finance Charges in respect of any Annual Relevant Period, in accordance with the calculation methods imposed by the Royal Decree, as each of the foregoing appears from the relevant consolidated financial statements.

Interest Determination Date means the second TARGET Business Day before the commencement of the Floating Interest Period for which the rate will apply.

Interest Payment Date means either a Fixed Interest Payment Date or a Floating Interest Payment Date, as applicable.

Interest Period means either a Fixed Interest Period or a Floating Interest Period, as applicable.

Interest Rate means either the Fixed Interest Rate or the Floating Interest Rate, as applicable

Issue Date means 2 July 2015.

Long Stop Date means 31 May 2016.

Margin means in relation to the Floating Rate Bonds 1.75 per cent. per annum.

Maturity Date means 2 July 2022.

Material Subsidiary means

(i) a Subsidiary whose operating profits represent 10 per cent. or more of the consolidated operating profits of the Group or whose assets represent 10 per cent. or more of the total consolidated assets of the Group, those consolidated operating profits or assets being measured on the basis of the latest available consolidated annual financial statements of the Issuer;

(ii) WDP Nederland;

(iii) WDP France; and

(iv) any Subsidiary to which is transferred all or a substantial part of the assets and liabilities of another Subsidiary which immediately prior to such transfer was a Material Subsidiary;

NBB has the meaning assigned to it in Condition 1 (*Form, Denomination and Title*).

a “**person**” includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity).

Personal Security means in relation to any Indebtedness of any person, any obligation of another person to pay such Indebtedness including (without limitation): (a) any obligation to purchase such Indebtedness; (b) any obligation to lend money or to provide funds for the payment of such Indebtedness; (c) any indemnity against the consequences of a default in the payment of such Indebtedness; and (d) any other agreement to be responsible for such Indebtedness.

Put Redemption Amount has the meaning provided in Condition 6.3 (*Redemption at the Option of Bondholders*).

Reference Banks means the principal Euro-zone office of each of five major banks engaged in the Euro-zone interbank market selected by the Issuer provided that, once a Reference Bank has been selected by the Issuer, that Reference Bank shall not be changed unless and until it ceases to be capable of acting as such.

Relevant Date means, in respect of any Bond, whichever is the later of:

(a) the date on which payment in respect of it first becomes due; and

- (b) if any amount of money payable is improperly withheld or refused, the date on which payment in full of the amount outstanding is made or (if earlier) the date on which notice is duly given by the Issuer to the Bondholders in accordance with Condition 14 (*Notices*) that such payment will be made, provided that such payment is in fact made as provided in these Conditions.

Relevant Debt means any present or future Indebtedness of the Issuer or any Subsidiary in the form of, or represented by, bonds, notes, or other transferable securities (effecten / valeurs mobilières) which are for the time being, or are capable of being, quoted, listed or ordinarily dealt in or traded on any stock exchange, over-the-counter or other securities market.

Representative Amount means, in relation to any quotation of a rate for which a Representative Amount is relevant, an amount that is representative for a single transaction in the relevant market at the relevant time.

Risk Limit has the meaning provided in Condition 10(a) (*Undertakings*).

Royal Decree means the royal decree of 13 July 2014 on regulated real estate companies (*Koninklijk besluit van 13 juli 2014 met betrekking tot gereguleerde vastgoedvennootschappen/Arrêté royal du 13 juillet 2014 relatif aux sociétés immobilières réglementées*), as amended.

Screen Rate means the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for a period of six months (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate), or the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters.

Security means any mortgage, charge, pledge, lien or any other form of encumbrance or security interest or any mandate to create the same, including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction, but excluding, for the avoidance of doubt, any Personal Security.

Shareholders means the holders of shares in the Issuer.

Subsidiary means a subsidiary within the meaning of Article 6, 2° of the Belgian Company Code.

TARGET Business Day means a day (other than a Saturday or Sunday) on which the TARGET System is operating for the settlement of payments in euro and which is a Business Day.

TARGET System means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) system, or any successor thereto.

Taxes has the meaning provided in Condition 8 (*Taxation*).

Total Debt has the meaning provided to the term debt charge (*schuldenlast / endettement*) in Article 13 §1, second, third and fourth indent of the Royal Decree.

WDP France means WDP France SARL.

WDP Nederland means WDP Nederland N.V.

A reference to any act, law, statute or any provision of any act, law or statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under such modification or re-enactment.

5. INTEREST

5.1 Interest on Fixed Rate Bonds

(a) Fixed Interest Rate and Fixed Interest Payment Dates

Subject to an increase as described in Condition 6.3(c), each Fixed Rate Bond bears interest from (and including) the Issue Date at the rate of 2.50 per cent. per annum (the **Fixed Interest Rate**) calculated by reference to its principal amount and such interest amount is payable annually in arrear on 2 July of each year (each a **Fixed Interest Payment Date**), commencing with the Fixed Interest Payment Date falling on 2 July 2016.

When interest is required to be calculated in respect of any period which is shorter than a Fixed Interest Period, it shall be calculated on the basis of (i) the actual number of days in the relevant period from (and including) the first day of such period to (but excluding) the date on which it falls due divided by (ii) the actual number of days from (and including) the immediately preceding Fixed Interest Payment Date (or, if none, the Issue Date) to (but excluding) the next following Fixed Interest Payment Date.

(b) Accrual of Interest

Each Fixed Rate Bond will cease to bear interest from and including its due date for redemption or repayment thereof unless payment of the principal is improperly withheld or refused or unless default is otherwise made in respect of the payment, in which case interest will continue to accrue at the rate specified in Condition 5.1 (a) (*Fixed Interest Rate and Fixed Interest Payment Dates*) (both before and after judgment) until the day on which all sums due in respect of such Fixed Rate Bond up to that day are paid by the Issuer to the Agent for the benefit of the Bondholders.

5.2 Interest on Floating Rate Bonds

(a) Floating Interest Payment Dates

The Floating Rate Bonds bear interest from and including the Issue Date, and interest will be payable on each date (each a **Floating Interest Payment Date**) which (save as mentioned below) falls six months after the preceding Floating Interest Payment Date or, in the case of the first Floating Interest Payment Date, after the Issue Date. If there is no numerically corresponding day in the calendar month in which a Floating Interest Payment Date should occur, such Floating Interest Payment Date shall be the last day that is a TARGET Business Day in the relevant month. If any Floating Interest Payment Date would otherwise fall on a day which is not a TARGET Business Day, it shall be postponed to the next day which is a TARGET Business Day. If a Floating Interest Payment Date falls on the last TARGET Business Day of a month, each subsequent Floating Interest Payment Date shall be the last TARGET Business Day of the sixth month after the month in which that Floating Interest Payment Date fell. The period from and including the Issue Date to but excluding the first Floating Interest Payment Date, and each successive period from and including a Floating Interest Payment Date to but excluding the next succeeding Floating Interest Payment Date, is called a **Floating Interest Period**.

(b) Accrual of Interest

Each Floating Rate Bond will cease to bear interest from and including the due date for redemption or repayment thereof unless payment of the principal is improperly withheld or refused or unless default is otherwise made in respect of the payment. In such event, interest will continue to accrue (both before and after judgment) until such day on which all sums due in respect of such Floating Rate Bond up to that day are paid by the Issuer to the Agent for the benefit of the Bondholders.

(c) Determination of Floating Interest Rate

The rate of interest payable from time to time in respect of the Floating Rate Bonds (the **Floating Interest Rate**) will be determined on the basis of the following provisions:

- (i) On each Interest Determination Date, BNP Paribas Securities Services SCA, Brussels Branch or its duly appointed successor (in such capacity, the **Calculation Agent**) will determine the Screen Rate at approximately 11.00 a.m. (Brussels time) on that Interest Determination Date. If the Screen Rate is unavailable, the Calculation Agent will request the principal Euro-zone office of each of the Reference Banks to provide the Calculation Agent with the rate at which deposits in Euro are offered by it to prime banks in the Euro-zone interbank market for six months at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date in question and for a Representative Amount.
- (ii) The Floating Interest Rate for the Floating Interest Period shall, subject as provided below, be the Screen Rate plus the Margin or, if the Screen Rate is unavailable, and at least two of the Reference Banks provide such rates, the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) as established by the Calculation Agent of such rates, plus the Margin.
- (iii) If fewer than two rates are provided as requested, the Floating Interest Rate for that Floating Interest Period will be the arithmetic mean of the rates quoted by major banks in the Euro-zone, selected by the Calculation Agent at approximately 11.00 a.m. (Brussels time) on the TARGET Business Day preceding the first day of such Floating Interest Period for loans in Euro to leading European banks for a period of six months commencing on the first day of such Floating Interest Period and for a Representative Amount, plus the Margin. If the Floating Interest Rate cannot be determined in accordance with the above provisions, the Floating Interest Rate shall be determined as at the last preceding Interest Determination Date.
- (iv) In no event shall the Floating Interest Rate be less than zero per cent. per annum.

(d) Determination Floating Interest Amount

The Calculation Agent shall, as soon as practicable after 11.00 a.m. (Brussels time) on each Interest Determination Date, but in no event later than 11:00 am on the first TARGET Business Day thereafter, determine the Euro amount payable in respect of interest on the principal amount of each Floating Rate Bond (the **Floating Interest Amount**) for the relevant Floating Interest Period. The Floating Interest Amount shall be determined by

applying the Floating Interest Rate to such principal amount, multiplying the sum by the actual number of days in the Floating Interest Period concerned divided by 360 and rounding the resultant figure to the nearest cent (half a cent being rounded upwards).

(e) Publication of Floating Interest Rate and Floating Interest Amount

The Calculation Agent shall cause the Floating Interest Rate and the Floating Interest Amount for each Floating Interest Period and the relative Floating Interest Payment Date to be notified to the Issuer, the Agent, the NBB and to any stock exchange or other relevant authority on which the Floating Rate Bonds are at the relevant time listed (by no later than 11:00 a.m. on the TARGET Business Day preceding the first day of each Floating Interest Period) and to be published in accordance with Condition 14 (*Notices*) as soon as possible after their determination, and in no event later than the second TARGET Business Day thereafter. The Floating Interest Amount and Floating Interest Payment Date may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Floating Interest Period.

(f) Notifications, etc. to be Final

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition, whether by the Reference Banks (or any of them) or the Calculation Agent, will (in the absence of negligence, default, bad faith or manifest error) be binding on the Issuer, the Agent and all holders of Floating Rate Bonds (in the absence of negligence, default or bad faith) and no liability to the Issuer or the holders of Floating Rate Bonds shall attach to the Reference Banks (or any of them) or the Calculation Agent in connection with the exercise or non-exercise by any of them of their powers, duties and discretions under this Condition.

(g) Calculation Agent

The Issuer shall procure that, so long as any of the Floating Rate Bonds remains outstanding, there is at all times a Calculation Agent for the purposes of the Floating Rate Bonds and the Issuer may terminate the appointment of the Calculation Agent. In the event of the appointed office of any bank being unable or unwilling to continue to act as the Calculation Agent or failing to duly determine the Floating Interest Rate and the Floating Interest Amount for any Floating Interest Period, the Issuer shall appoint the Euro-zone office of another major bank engaged in the Euro-zone interbank market to act in its place. The Calculation Agent may not resign its duties or be removed without a successor having been appointed. Notice of any change in Calculation Agent will promptly be given by the Issuer to the Bondholders in accordance with Condition 14 (*Notices*).

6. REDEMPTION AND PURCHASE

6.1 Redemption at maturity

Unless previously purchased and cancelled or redeemed as herein provided, the Bonds will be redeemed at their principal amount on the Maturity Date.

6.2 Redemption for taxation reasons

The Bonds may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice to the Bondholders in

accordance with Condition 14 (*Notices*) (which notice shall be irrevocable), at their principal amount, (together with interest accrued to the date fixed for redemption), if

- (a) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) as a result of (i) any change in, or amendment to, the laws or regulations of, or applicable in, Belgium or any political subdivision or any authority thereof or therein having power to tax, or (ii) any change in the application or official interpretation of such laws or regulations, which change, amendment, application or interpretation becomes effective on or after the Issue Date, and
- (b) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Bonds then due. Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Agent a certificate signed by two directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change, amendment, application or interpretation.

6.3 Redemption at the Option of Bondholders

- (a) Upon a Change of Control

In the event that a Change of Control occurs, then each Bondholder will have the right to require the Issuer to redeem all or any part of their Bonds on the Change of Control Put Date at the Put Redemption Amount.

For the purpose of this Condition, a **Change of Control** shall be deemed to have occurred if:

- (i) any person or a group of persons Acting in Concert, gain(s) Control of the Issuer; or
- (ii) any person or a group of persons Acting in Concert gain(s) control of the statutory manager (or any of the statutory managers, as the case may be) of the Issuer, within the meaning of Article 5 of the Belgian Company Code;

provided, however (x) that, for the avoidance of doubt, the statutory manager, (or any of the statutory managers, as the case may be) no longer being (i) the statutory manager of the Issuer or (ii) the general partner of the Issuer, shall as such not be deemed to constitute a Change of Control, and (y) that “person” as used in the definition of “Change of Control” shall not include any person that is a relative of a member of the Family Jos De Pauw or that is owned for at least 95% or controlled by (or affiliated with) (one or more relatives of) one or more members of the Family Jos De Pauw.

whereby:

- (iii) **Control**, for the purpose of paragraph (i) above, means (i) the acquisition or the holding of 50 per cent. or more of the voting rights in the Issuer, (ii)

the right to nominate, pursuant to the articles of association or pursuant to agreements known by the Issuer, the majority of the directors of the Issuer or (iii) the acquisition or the holding of a number of voting rights, even if such number is less than 50 per cent. of the outstanding voting rights in the Issuer, if such acquisition or holding has resulted in a mandatory public offer over the whole of the outstanding shares of the Issuer; and

- (iv) **Acting in Concert** means a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively cooperate, through the acquisition directly or indirectly of shares in the Issuer or in the statutory manager by any of them, either directly or indirectly, to obtain control of the Issuer or of the statutory manager.

To exercise such right, the relevant Bondholder must complete and deposit with the bank or other financial intermediary through which the Bondholder holds Bonds (the **Financial Intermediary**) for further delivery to the Issuer (with a copy to the specified office of the Agent) a duly completed and signed notice of exercise in the form attached to the Prospectus (a **Change of Control Put Exercise Notice**), at any time during the Change of Control Put Exercise Period, provided that the Bondholders must check with their Financial Intermediary, as applicable, when such Financial Intermediary would require to receive instructions and Change of Control Put Exercise Notices in order to meet the deadlines for such exercise to be effective. By delivering a Change of Control Put Exercise Notice, the Bondholder shall undertake to hold the Bonds up to the date of effective redemption of the Bonds.

Payment in respect of any such Bond shall be made by transfer to a euro account maintained with a bank in a city in which banks have access to the TARGET System as specified by the relevant Bondholder in the relevant Change of Control Put Exercise Notice.

A Change of Control Put Exercise Notice, once delivered, shall be irrevocable and the Issuer shall redeem all Bonds which are the subject of Change of Control Put Exercise Notices delivered as aforesaid on the Change of Control Put Date.

Bondholders should note that the exercise by any of them of the option set out in this Condition 6.3. will only be effective under Belgian law if, prior to the earliest of (a) the Issuer being notified by the Belgian Financial Services and Markets Authority of a formal filing of a proposed public tender offer to the Shareholders of the Issuer or (b) the occurrence of the change of control within the meaning of Article 5 of the Belgian Company Code, (i) the Change of Control Resolutions have been approved by the Shareholders of the Issuer in a general meeting and (ii) such resolutions have been filed with the Clerk of the Commercial Court of Brussels (greffe du tribunal de commerce/griffie van de rechtbank van koophandel). Pursuant to Condition 10, the Issuer has undertaken to file a copy of the Change of Control Resolutions (if and as passed) by the Long Stop Date. If the Issuer is notified by the Belgian Financial Services and Markets Authority of a formal filing of a proposed public tender offer to the Shareholders of the Issuer, or a change of control within the meaning of Article 5 of the Belgian Company Code” occurs, prior to such approval and filing, the Bondholders will not be entitled to exercise the option set out in this Condition 6.3. There can be no assurance that such approval will be granted at such Shareholders meeting. Reference is however made to the increase of Interest Rate included in Condition 6.3(c).

If, as a result of this Condition 6.3, Bondholders submit Change of Control Put Exercise Notices in respect of at least 85 per cent. of the aggregate principal amount of respectively

the Fixed Rate Bonds or the Floating Rate Bonds for the time being outstanding, the Issuer may, having given not less than 15 nor more than 30 days' notice to the relevant Bondholders in accordance with Condition 14 (*Notices*) (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all (but not some only) of the Fixed Rate Bonds or the Floating Rate Bonds, as applicable, then outstanding at the Put Redemption Amount. Payment in respect of any such Bond shall be made as specified above.

For the purposes of this Condition 6.3:

Put Redemption Amount means 100 per cent. of the principal amount of each Bond (together with interest accrued to the date fixed for redemption).

(b) Change of Control Notice

Within 5 Business Days following a Change of Control, the Issuer shall give notice thereof to the Bondholders in accordance with Condition 14 (*Notices*) (a **Change of Control Notice**). The Change of Control Notice shall contain a statement informing Bondholders of their entitlement to exercise their rights to require redemption of their Bonds pursuant to Condition 6.3 (*Redemption at the Option of Bondholders*). Such notice shall be irrevocable.

The Change of Control Notice shall also specify:

- (i) the nature of the Change of Control;
- (ii) the last day of the Change of Control Put Exercise Period;
- (iii) the Change of Control Put Date; and
- (iv) the Put Redemption Amount for each of the Fixed Rate Bonds and of the Floating Rate Bonds.

The Agent shall not be required to monitor or take any steps to ascertain whether a Change of Control or any event which could lead to a Change of Control has occurred or may occur and will not be responsible or liable to Bondholders or any other person for any loss arising from any failure by it to do so.

(c) Change of Control Resolutions

If by not later than the Long Stop Date:

- (i) the Change of Control Resolutions are not passed, approved or adopted at a general meeting of the Shareholders of the Issuer; or
- (ii) the Change of Control Resolutions have not been duly filed with the Clerk of the Commercial Court of Brussels,

then, with effect from the Interest Period starting on the first Interest Payment Date following the Long Stop Date, the then prevailing Interest Rate shall be increased by 0.50 per cent. until the last day of the Interest Period during which the Change of Control Resolutions were approved by a general meeting of the Shareholders of the Issuer and deposited with the Clerk of the Commercial Court of Brussels.

6.4 Purchase

Subject to the requirements (if any) of any stock exchange on which the Bonds may be admitted to listing and trading at the relevant time and subject to compliance with applicable laws and regulations, the Issuer or any Subsidiary may at any time purchase any Bonds in the open market or otherwise at any price.

6.5 Cancellation

All Bonds which are redeemed will be cancelled and may not be reissued or resold. Bonds purchased by the Issuer or any of its Subsidiaries may be held, reissued or resold at the option of the Issuer or relevant Subsidiary, or surrendered to the Agent for cancellation.

6.6 Multiple Notices

If more than one notice of redemption is given pursuant to this Condition 6 (Redemption and purchase), the first of such notices shall prevail.

7. PAYMENTS

7.1 Principal, Premium and Interest

Without prejudice to Article 474 of the Belgian Company Code, all payments of principal, premium or interest in respect of the Bonds shall be made through the Agent and the Clearing System in accordance with the Clearing System Regulations. The payment obligations of the Issuer under the Bonds will be discharged by payment to the Clearing System in respect of each amount so paid.

7.2 Payments

Each payment in respect of the Bonds pursuant to Condition 7.1 (*Principal, Premium and Interest*) will be made by transfer to a euro account maintained by the payee with a bank in a city in which banks have access to the TARGET System.

7.3 Payments subject to fiscal and other applicable laws

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives, without prejudice to the provisions of Condition 8 (*Taxation*). No commission or expenses shall be charged to the Bondholders in respect of such payments.

7.4 Agents, etc.

The Issuer reserves the right under the Agency Agreement at any time, with the prior written approval of the Agent, to vary or terminate the appointment of the Agent and appoint additional or other agents, provided that it will (i) maintain a principal paying agent, (ii) maintain a domiciliary agent and the domiciliary agent will at all times be a participant in the Clearing System and (iii) if required, appoint an additional paying agent, from time to time with a specified office in a European Union member state that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any other European Union Directive implementing the conclusions of the ECOFIN council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive. Notice of any change in Agent or its specified offices will promptly be given by the Issuer to the Bondholders in accordance with Condition 14 (Notices).

7.5 No Charges

The Agent shall not make or impose on a Bondholder any charge or commission in relation to any payment in respect of the Bonds.

7.6 Fractions

When making payments to Bondholders, if the relevant payment is not of an amount which is a whole multiple of the smallest unit of the relevant currency in which such payment is to be made, such payment will be rounded down to the nearest unit.

7.7 Non-TARGET Business Days

Without prejudice to Condition 5.2(a) (*Floating Interest Payment Dates*) in relation to interest payments on the Floating Rate Bonds, if any date for payment in respect of the Bonds is not a TARGET Business Day, the Bondholder shall not be entitled to payment until the next following TARGET Business Day, nor to any interest or other sum in respect of such postponed payment. For the purpose of calculating the interest amount payable under the Bonds, the Interest Payment Date shall not be adjusted.

8. TAXATION

All payments of principal and interest by or on behalf of the Issuer in respect of the Bonds shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (**Taxes**) imposed, levied, collected, withheld or assessed by or on behalf of, or applicable in, Belgium, or any political subdivision or any authority therein or thereof having power to tax, unless such withholding or deduction of the Taxes is required by law. In that event the Issuer shall pay such additional amounts as will result in receipt by the Bondholders after such withholding or deduction of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in respect of any Bond:

- (a) **Other connection:** to, or to a third party on behalf of, a Bondholder who is liable to such Taxes in respect of such Bond by reason of its having some connection with Belgium other than the mere holding of the Bond; or
- (b) **Payment to individuals:** where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive or any agreement between the EU and any other country or territory providing for similar measures; or
- (c) **Non-Eligible Investor:** to a Bondholder, who at the time of issue of the Bonds, was not an eligible investor within the meaning of Article 4 of the Belgian Royal Decree of 26 May 1994 on the deduction of withholding tax or to a Bondholder who was such an eligible investor at the time of issue of the Bonds but, for reasons within the Bondholder's control, either ceased to be an eligible investor or, at any relevant time on or after the issue of the Bonds, otherwise failed to meet any other condition for the exemption of Belgian withholding tax pursuant to the law of 6 August 1993 relating to certain securities; or

- (d) **Conversion into registered securities:** to a Bondholder who is liable to such Taxes because the Bonds were upon its request converted into registered Bonds and could no longer be cleared through the Clearing System.

Any reference in these Conditions to any amounts in respect of the Bonds shall be deemed also to refer to any additional amounts which may be payable under this Condition.

9. EVENTS OF DEFAULT

If any of the following events (each an **Event of Default**) occurs and is continuing, then any Bond may, by notice in writing given to the Issuer at its registered office with a copy to the Agent at its specified office by the Bondholder, be declared immediately due and payable, whereupon it shall become immediately due and payable at its principal amount together with accrued but unpaid interest (if any) until the date of payment, without further formality, unless such event of default shall have been remedied prior to the receipt of such notice by the Agent or within the timeframe indicated below:

- (a) **Non-payment:** the Issuer fails to pay the principal of or interest on any of the Bonds when due and payable and such failure continues for a period of 7 Business Days in the case of principal and 12 Business Days in the case of interest;
- (b) **Breach of other covenants, agreements or undertakings:** the failure on the part of the Issuer to observe or perform any provision (other than those referred to under (a) above) set out in the Conditions or the Agency Agreement, which default is incapable of remedy, or if capable of remedy, is not remedied within 30 Business Days after receipt by the Issuer of the written notice of such default given by any Bondholder;
- (c) **Cross-Acceleration:** the Issuer or any Subsidiary fails to pay any Indebtedness in an aggregate amount of at least EUR 15,000,000 or its equivalent
- (i) on the due date therefor or, as the case may be, within any applicable grace period,
- (ii) after such Indebtedness is declared to be or otherwise becomes due and payable prior to its stated maturity as a result of an event of default (howsoever described),

and, in each case, a formal demand (*ingebrekestelling / mise en demeure*) for payment thereof has been made by the relevant creditors;

- (d) **Enforcement Proceedings:** an executory attachment (*uitvoerend beslag / saisie exécutoire*) or other similar process is enforced upon or against all or any part of the property, assets or revenues of the Issuer or any Subsidiary, provided that the aggregate amount of the Indebtedness in respect of which such executory attachment is enforced amounts to at least EUR 15,000,000 or its equivalent and is not discharged or stayed within 60 Business Days;
- (e) **Security Enforced:** (i) any Security created or assumed by the Issuer or any of its Subsidiaries in respect of any of its property or assets or (ii) any Personal Security granted or assumed by the Issuer or any of its Subsidiaries in relation to an Indebtedness of a person which is not the Issuer or any of its Subsidiaries, for an amount at the relevant time of at least EUR 15,000,000 or its equivalent becomes enforceable and any step is taken to enforce it (including the taking of possession

or the appointment of a receiver or other similar person) which is not discharged or stayed within 60 Business Days;

- (f) **Insolvency:**
- (i) the Issuer or any of its Material Subsidiaries is declared bankrupt (*est déclaré en faillite / wordt failliet verklaard*) or is unable to pay its debts as they fall due (*staking van betaling / cessation de paiement*) in each case, under Belgian law or any other applicable law;
 - (ii) the Issuer or any Material Subsidiary initiates a bankruptcy proceeding or another insolvency proceeding under applicable Belgian or foreign bankruptcy laws, insolvency laws or similar laws (including the Belgian Law of 8 August 1997 on bankruptcy proceedings and the Belgian Law of 31 January 2009 regarding judicial reorganisation),
 - (iii) if a bankruptcy trustee, liquidator, administrator (or any similar official under any applicable law) is appointed with respect to the Issuer or any Material Subsidiary, or a bankruptcy trustee, liquidator, administrator (or any similar official under any applicable law) takes possession of all or a substantial part of the assets of the Issuer or any Material Subsidiary, and the decree or order appointing such official or ordering the taking of possession shall remain unstayed and in effect for a period of 60 Business Days; or
 - (iv) the Issuer or any Material Subsidiary stops, suspends or announces its intention to stop or suspend payment of all, or a material part of, its debts;
- (g) **Reorganisation, change of business:** (a) a material change of the nature of the activities of the Issuer or the Group, as compared to the activities as these are carried out on the Issue Date, which is materially adverse to the interests of the Bondholders, occurs, or (b) a reorganisation of the Issuer or the Group which leads to a transfer of all or substantially all of the assets of the Issuer or the Group occurs, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on a solvent basis (unless such reconstruction, amalgamation, reorganisation, merger or consolidation on a solvent basis results in the debtor of the Bonds becoming a mere holding company without operational activities);
- (h) **Winding-Up:** a court order or an effective resolution passed for the winding-up or the liquidation of the Issuer or any of its Material Subsidiaries (except for (i) a solvent winding-up or liquidation procedure in respect of a Material Subsidiary) or (ii) the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on a solvent basis);
- (i) **Unlawfulness:** it is or becomes unlawful for the Issuer to perform or comply with its obligations under or in respect of the Bonds;
- (j) **Loss of accreditation:** (i) the Issuer loses the benefit of the status of a Belgian public regulated real estate company (*société immobilière réglementée publique/openbare gereguleerde vastgoedvennootschap*), except if the Issuer within 60 Business Days from such loss acquires a regulatory status under a “fiscally transparent” regime that (x) is substantially similar or (y) does not result in a material adverse effect for the Bondholders;

- (k) **Delisting of the Bonds:** the listing of the Bonds on the regulated market of Euronext Brussels is withdrawn or suspended for a period of at least 15 consecutive Business Days as a result of a failure of the Issuer, unless the Issuer obtains the listing of the Bonds on another regulated market of the European Economic Area at the latest on the last day of this period of 15 Business Days.

10. UNDERTAKINGS

- (a) The Issuer shall, as long as any Bond remains outstanding, ensure that the aggregate book value of projects that are not subject to pre-agreed leasing or renting arrangements shall be limited at 15 per cent. of the aggregate book value of the total portfolio, as each of the foregoing appears from the Issuer's most recent consolidated financial statements (the **Risk Limit**).
- (b) The Issuer shall, as long as any Bond remains outstanding, ensure that (i) the Gearing and (ii) the Consolidated Gearing, is below 65 per cent., in accordance with Article 23, §1 of the Royal Decree.
- (c) The Issuer shall, as long as any Bond remains outstanding, ensure that the Interest Cover exceeds 1.50:1.
- (d) The Issuer will procure, as long as any Bond remains outstanding, that the Issuer shall not become domiciled or resident in or subject generally to the taxing authority of any jurisdiction (other than Belgium).
- (e) The Issuer undertakes to use its best endeavours to (i) procure that the Change of Control Resolutions be passed at the annual general meeting of Shareholders of the Issuer of 2016 and (ii) file a copy of the resolutions as aforesaid promptly thereafter with the Clerk of the Commercial Court (*greffe du tribunal de commerce/griffie van de rechtbank van koophandel*) of Brussels by the Long Stop Date. However, the Issuer undertakes to include the approval of the Change of Control Resolutions on the agenda of a general meeting of Shareholders if such general meeting of Shareholders would be convened before the annual general meeting of Shareholders of 2016.

11. COMPLIANCE WITH UNDERTAKINGS

The Issuer shall include in its consolidated annual and semi-annual financial statements a statement that the Gearing, Consolidated Gearing, Interest Cover and Risk Limit comply with the applicable ratios and thresholds as set out in Condition 10 (*Undertakings*), as at the accounts date of the relevant annual c.q. semi-annual financial statements.

12. PRESCRIPTION

Claims against the Issuer for payment in respect of the Bonds shall be prescribed and become void unless made within 10 years (in the case of principal) or 5 years (in the case of interest) from the appropriate Relevant Date in respect of such payment.

Claims in respect of any other amounts payable in respect of the Bonds shall be prescribed and become void unless made within 10 years following the due date for payment thereof.

13. MEETING OF BONDHOLDERS, MODIFICATION AND WAIVER

13.1 Meetings of Bondholders

The Belgian Company Code and the articles of association of the Issuer contain provisions for convening meetings of Bondholders to consider matters affecting their interests, including the sanctioning of a modification or waiver of any of these Conditions. For the avoidance of doubt, it is specified that any such modification or waiver shall always be subject to the consent of the Issuer.

All meetings of Bondholders will be held in accordance with (i) the Belgian Company Code with respect to bondholders meetings and (ii) the articles of association of the Issuer. Subject to the quorum and majority requirements set out in Article 574 *juncto* article 657 of the Belgian Company Code and the consent of the Issuer, and if required thereunder subject to validation by the court of appeal, the meeting of Bondholders shall be entitled to exercise the powers set out in Article 568 *juncto* article 657 of the Belgian Company Code and, upon proposal of the Board of Directors, to modify or waive any provision of these Conditions, provided however that the following matters may only be sanctioned by an Extraordinary Resolution: (i) proposal to change any date fixed for payment of principal or interest in respect of the Bonds, to reduce the amount of principal or interest payable on any date in respect of the Bonds or to alter the method of calculating the amount of any payment in respect of the Bonds on redemption or maturity or the date for any such payment; (ii) proposal to effect the exchange, conversion or substitution of the Bonds for, or the conversion of the Bonds into, shares (subject to approval of the Shareholders meeting of the Issuer in accordance with Article 568, first paragraph, 3° of the Belgian Company Code), bonds or other obligations or securities of the Issuer or any other person or body corporate formed or to be formed; (iii) proposal to change the currency in which amounts due in respect of the Bonds are payable; (iv) proposal to change the quorum required at any meeting of Bondholders or the majority required to pass an Extraordinary Resolution.

Convening notices for meetings of Bondholders shall be made in accordance with Article 570 of the Belgian Company Code, which currently requires an announcement to be published not less than fifteen days prior to the meeting in the Belgian Official Gazette (*Moniteur Belge / Belgisch Staatsblad*) and in a newspaper of national distribution in Belgium. Convening notices shall also be made in accordance with Condition 14 (*Notices*).

Separate meetings of Bondholders can be convened for the Fixed Rate Bonds and for the Floating Rate Bonds that constitute different categories of bonds (*verschillende soorten van obligaties/plusieurs catégories d'obligations*) within the meaning of article 575 of the Belgian Company Code.

Article 575 of the Belgian Company Code further provides that if different categories of bonds exist and a resolution of the meeting of Bondholders can have consequences for the rights attached to these different categories of bonds, then in order to be valid the resolution must be passed by the holders of each category of bonds with the quorum and majority requirements set out in the Belgian Company Code.

Resolutions duly passed in accordance with these provisions shall be binding on all Bondholders, whether or not they are present at the meeting and whether or not they vote in favour of such a resolution.

A resolution in writing signed by or on behalf of all Bondholders shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Bondholders

duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Bondholders.

13.2 Modification and Waiver

The Agent may agree, without the consent of the Bondholders, to (i) any modification of the provisions of the Agency Agreement, any agreement supplemental to the Agency Agreement or these Conditions which in the Agent's opinion is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of law, and (ii) any other modification to the provisions of the Agency Agreement or any agreement supplemental to the Agency Agreement, which is, in the opinion of the Agent, not materially prejudicial to the interests of the Bondholders. In addition, the Issuer shall only permit any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Bondholders.

13.3 Meetings of Shareholders and Right to Information

The Bondholders shall be entitled to attend all general meetings of Shareholders of the Issuer, in accordance with Article 537 of the Belgian Company Code, and they shall be entitled to receive or examine any documents that are to be remitted or disclosed to them in accordance with the Belgian Company Code. The Bondholders who attend any general meeting of Shareholders shall be entitled only to a consultative vote.

14. NOTICES

Notices to the Bondholders shall be valid (i) if delivered by or on behalf of the Issuer to the Clearing System for communication by it to the Clearing System participants and (ii) if published on its website (at the Issue date of the Bonds: www.wdp.be). Any such notice shall be deemed to have been given on the latest day of (i) the date and at the time of its delivery to the Clearing System and (ii) publication on the Issuer's website. The Issuer shall bear all fees, costs and expenses in relation to the drafting, delivery and publication of such notices.

The Issuer shall also ensure that all notices are duly published in a manner which complies with the rules and regulations of any stock exchange or other relevant authority on which the Bonds are for the time being listed. Any such notice shall be deemed to have been given on the date of such publication or, if required to be published in more than one newspaper or in more than one manner, on the date of the first such publication in all the required newspapers or in each required manner.

In addition to the above communications and publications, with respect to notices for a meeting of Bondholders, any convening notice for such meeting shall be made in accordance with Article 570 of the Belgian Company Code, by an announcement to be inserted at least fifteen days prior to the meeting, in the Belgian Official Gazette (*Moniteur belge / Belgisch Staatsblad*) and in a newspaper with national coverage. Resolutions to be submitted to the meeting must be described in the convening notice.

15. FURTHER ISSUES

The Issuer may from time to time without the consent of the Bondholders create and issue further notes, bonds or debentures either (i) having the same terms and conditions in all respects as the outstanding notes, bonds or debentures of any series (including the Bonds) or (ii) having the same terms and conditions in all respects except for the first payment of

interest on them and, so that such further issue shall be consolidated and form a single series with the outstanding notes, bonds or debentures of any series (including the Bonds), or upon such terms as to interest, premium, redemption and otherwise as the Issuer may determine at the time of their issue. The Agency Agreement contains provisions for convening a single meeting of the Bondholders of the relevant category.

16. GOVERNING LAW AND JURISDICTION

16.1 Governing Law

The Agency Agreement and the Bonds and any non-contractual obligations arising out of or in connection with the Bonds are governed by, and shall be construed in accordance with, Belgian law (without application of its conflicts-of-law rules).

16.2 Jurisdiction

The courts of Brussels, Belgium are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Agency Agreement and the Bonds and any non-contractual obligations arising out of or in connection with the Bonds, and accordingly any legal action or proceedings arising out of or in connection with the Agency Agreement or the Bonds and any non-contractual obligations arising out of or in connection with the Bonds may exclusively be brought in such courts.

PART V: CLEARING

The Bonds will be accepted for clearance through the Clearing System under the ISIN number BE0002234038 and Common Code 125542395 with respect to the Fixed Rate Bonds and under the ISIN number BE0002235043 and Common Code 125542417 with respect to the Floating Rate Bonds and will accordingly be subject to the Clearing System Regulations.

The number of Fixed Rate Bonds and of Floating Rate Bonds in circulation at any time will be registered in the register of registered securities of the Issuer in the name of the NBB (National Bank of Belgium, Boulevard de Berlaimont 14, B-1000 Brussels).

Access to the Clearing System is available through those of its Clearing System participants whose membership extends to securities such as the Bonds.

Clearing System participants include certain banks, stockbrokers (*beursvennootschappen/sociétés de bourse*), and Euroclear and Clearstream, Luxembourg. Accordingly, the Bonds will be eligible to clear through, and therefore accepted by, Euroclear and Clearstream, Luxembourg and investors can hold their Bonds within securities accounts in Euroclear and Clearstream, Luxembourg.

Transfers of interests in the Bonds will be effected between Clearing System participants in accordance with the rules and operating procedures of the Clearing System. Transfers between investors will be effected in accordance with the respective rules and operating procedures of the Clearing System participants through which they hold their Bonds.

The Agent will perform the obligations of domiciliary agent included in the Clearing Agreements. The Issuer and the Agent will not have any responsibility for the proper performance by the Clearing System or its Clearing System participants of their obligations under their respective rules and operating procedures.

PART VI: DESCRIPTION OF THE ISSUER

Reference is made to pages 21 through 30 of the Issuer's annual financial report 2014 which is the registration document of this Prospectus, as well as all other information incorporated by reference herein. See Part III Documents Incorporated by Reference.

PART VII: MANAGEMENT AND CORPORATE GOVERNANCE

Reference is made to pages 84 through 113 of the Issuer's annual financial report 2014 which is the registration document of this Prospectus, as well as all other information incorporated by reference herein. See Part III Documents Incorporated by Reference.

PART VIII: MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS SHAREHOLDERS

Reference is made to pages 120 and 228 of the Issuer's annual financial report 2014 which is the registration document of this Prospectus, as well as all other information incorporated by reference herein. See Part III Documents Incorporated by Reference.

PART IX: SELECTED FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFIT AND LOSSES

Selected financial information, as of and for the years ended 31 December 2014 and 2013 is set forth below. This selected financial information has been derived from the Issuer's annual financial report 2014 (pages 171 through 182) which is the registration document of this Prospectus, as well as all other information incorporated by reference herein in this Prospectus as set out in Part III Documents Incorporated by Reference.

CONSOLIDATED RESULTS	<i>31 DEC. 14</i>	<i>31 DEC. 13</i>	<i>31 DEC. 12</i>
<i>(in euros x 1 000)</i>		<i>restated</i>	<i>restated</i>
Rental income, net of rental-related expenses	93.438	82.585	74.970
Income from solar energy	6.819	6.353	6.257
Other operating income/costs	1.567	92	-313
Property result	101.824	89.030	80.914
Property charges	-2.830	-2.488	-2.501
General company expenses	-5.535	-4.760	-4.354
Operating result (before result on the portfolio)	93.458	81.782	74.058
Financial result (excl. IAS 39 result)	-25.378	-21.432	-20.434
Taxes on net current result	-152	-40	-534
Deferred tax on net current result	-479	-330	-355
Participation in the result of joint ventures	-113	-426	-662
NET CURRENT RESULT (EPRA)	67.337	59.554	52.072
RESULT ON THE PORTFOLIO (IAS 40 RESULT)			
Movement in the fair value of investment property (+/-)	20.145	-277	1.838
Result on disposal of investment property (+/-)	13	651	101
Participation in the result of associates and joint ventures	-455	-1.091	-197
Result on the portfolio (IAS 40 result)	19.703	-717	1.742
REVALUATION OF FINANCIAL INSTRUMENTS (IAS 39 RESULT)			
Revaluation of financial instruments	-19.375	20.837	-18.488
Revaluation of financial instruments (IAS 39 result)	-19.375	20.837	-18.488
DEPRECIATION OF SOLAR PANELS (IAS 16 RESULT)			
Depreciation of solar panels	-2.556	n.r.	n.r.
Participation in the result of associates and joint ventures	-360	n.r.	n.r.
Depreciation of solar panels (IAS 16 result)	-2.916	n.r.	n.r.
NET RESULT (IFRS)	64.750	79.674	35.326

	31 DEC. 14	31 DEC. 13	31 DEC. 12
CONSOLIDATED BALANCE SHEET		<i>restated</i>	<i>restated</i>
<i>(in euros x 1 000)</i>			
Fixed assets	1.547.013	1.267.791	1.130.369
Intangible fixed assets	93	114	212
Investment properties	1.461.814	1.167.733	1.035.414
Other tangible fixed assets (incl. solar panels)	63.699	66.814	68.379
Financial fixed assets	13.573	23.384	23.323
Trade debtors and other fixed assets	4.500	6.800	5.312
Participations in joint ventures	3.333	2.946	-2.273
Current assets	23.318	15.299	50.737
Assets intended for sale	1.346	2.179	34.564
Trade receivables	6.125	3.578	5.484
Tax receivables and other current assets	13.922	5.465	7.490
Cash and cash equivalents	234	1.579	812
Defferals and accruals	1.691	2.498	2.388
TOTAL ASSETS	1.570.331	1.283.090	1.181.106
Equity	613.494	527.080	450.181
Capital	135.329	124.898	117.349
Share premiums	239.399	177.057	138.428
Reserves	174.016	145.451	159.078
Net result for the financial year	64.750	79.674	35.326
Liabilities	956.837	756.010	730.925
Long term liabilities	734.328	565.026	539.132
Long term financial debt	664.928	514.899	466.461
Other long term liabilities	69.400	50.127	72.672
Short term liabilities	222.509	190.984	191.793
Short term financial debt	198.886	173.477	178.418
Other short term liabilities	23.623	17.507	13.375
TOTAL LIABILITIES	1.570.331	1.283.090	1.181.106

PART X: USE OF PROCEEDS

The Issuer estimates that the net proceeds from the issue and sale of the Bonds, after deduction of the estimated transaction fees and expenses of approximately EUR 450,000 will amount to approximately EUR91,402,384.

The Issuer is responsible for paying the following costs related to the listing of the Bonds on the regulated market of Euronext Brussels: (i) a fixed fee of EUR 125.00 per tranche of Bonds issued for a value of EUR 25,000,000 and (ii) a variable fee of EUR 500.00 per calendar year for each of the Fixed Rate Bonds and the Floating Rate Bonds.

The net proceeds from the issue of the Bonds will be applied by the Issuer for the general corporate purposes of the Group and in particular to finance the growth of the Group and to diversify its sources of financing.

General corporate purposes may include, but are not limited to, financing and operating activities, capital expenditures, acquisitions and refinancing of existing indebtedness; the Issuer in that context may repay outstanding loans under existing revolving credit facilities, including with affiliates of the Joint Lead Managers, in order not to let the proceeds of the Bonds unused if there is no immediate project to be financed, but may redraw on those facilities as soon as necessary for the financing of its growth.

As of the date of this Prospectus, the Issuer cannot predict with certainty all of the particular uses for the balance of proceeds from the issue of the Bonds, or the amounts that it will actually spend or allocate to specific uses. The amounts and timing of actual expenditures will depend upon numerous factors. The Issuer's management will have significant flexibility in applying the balance of net proceeds from the issue of the Bonds and may change the allocation of these proceeds as a result of these and other contingencies.

PART XI: TAXATION

European Union directive on taxation of savings income

Under Council Directive 2003/48/EC on the taxation of savings income (the **Savings Directive**), Member States are required to provide to the tax authorities of other Member States details of certain payments of interest or similar income paid or secured by a person established in a Member State to or for the benefit of an individual resident in another Member State or certain limited types of entities established in another Member State.

For a transitional period, Austria is required (unless during that period it elects otherwise) to operate a withholding system in relation to such payments. The end of the transitional period is dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries. A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

On 24 March 2014, the Council of the European Union adopted a Council Directive (the **Amending Directive**) amending and broadening the scope of the requirements described above. The Amending Directive requires Member States to apply these new requirements from 1 January 2017, and if they were to take effect the changes would expand the range of payments covered by the Savings Directive, in particular to include additional types of income payable on securities. They would also expand the circumstances in which payments that indirectly benefit an individual resident in a Member State must be reported or subject to withholding. This approach would apply to payments made to, or secured for, persons, entities or legal arrangements (including trusts) where certain conditions are satisfied, and may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union.

However, the European Commission has proposed the repeal of the Savings Directive from 1 January 2017 in the case of Austria and from 1 January 2016 in the case of all other Member States (subject to on-going requirements to fulfil administrative obligations such as the reporting and exchange of information relating to, and accounting for withholding taxes on, payments made before those dates). This is to prevent overlap between the Savings Directive and a new automatic exchange of information regime to be implemented under Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU). The proposal also provides that, if it proceeds, Member States will not be required to apply the new requirements of the Amending Directive.

Taxation in Belgium

The following summary is a general description of certain Belgian tax considerations relating to the Bonds and is included herein solely for information purposes. It does not purport to be a complete analysis of all tax considerations relating thereto. This summary does not describe the tax treatment of investors that are subject to special rules, such as banks, insurance companies, or collective investment undertakings.

Prospective purchasers are urged to consult their own tax advisers as to the consequences under the tax laws of their countries of citizenship, residence, ordinary residence or domicile and the tax laws of Belgium of acquiring, holding and disposing of Bonds and receiving payments of interest, principal and/or other amounts there under.

This summary is based upon the laws and regulations in Belgium as in effect on the date of this Prospectus and is subject to any change in law that may take effect after such date (or even before with retroactive effect). Investors should appreciate that, as a result of changing law or practice, the tax consequences may be otherwise than as stated below. Prospective investors are therefore urged

to consult their own professional advisors as to the effects of state, local or foreign laws and regulations, including the tax laws and regulations in Belgium to which they may be subject.

For Belgian income tax and for the purposes of this summary, a Belgian resident is an individual subject to Belgian personal income tax (i.e., an individual who is domiciled in Belgium or has his seat of wealth in Belgium or a person assimilated to a resident for purposes of Belgian tax law), a company subject to Belgian corporate income tax (i.e., a corporate entity that has its statutory seat, its main establishment, its administrative seat or seat of management in Belgium), an Organisation for Financing Pensions subject to Belgian corporate income tax (i.e., a Belgian pension fund incorporated under the form of an Organisation for Financing Pensions), or a legal entity subject to Belgian income tax on legal entities (i.e., a legal entity other than a company subject to Belgian corporate income tax, that has its statutory seat, its main establishment, its administrative seat or seat of management in Belgium). A non-resident is any person that is not a Belgian resident.

For Belgian income tax purposes and for the purposes of the summary below, interest includes: (i) periodic interest income, (ii) any amounts paid by the Issuer in excess of the issue price (upon full or partial redemption whether or not at maturity, or upon purchase by the Issuer), and (iii) in case of a sale of the Bonds between interest payment dates to any third party, excluding the Issuer, the pro rata of accrued interest corresponding to the detention period.

Belgian withholding tax

Payments of interest on the Bonds made by or on behalf of the Issuer are as a rule subject to Belgian withholding tax, currently at a rate of 25 per cent. on the gross amount. Tax treaties may provide for lower rates subject to certain conditions and formalities.

However, payments of interest and principal under the Bonds by or on behalf of the Issuer may be made without deduction of Belgian withholding tax if and as long as, at the moment of payment or attribution of interest, the Bonds are held by certain investors (the Eligible Investors, see below) in an exempt securities account (an **X-account**) that has been opened with a financial institution that is a direct or indirect participant (a **Participant**) in the Clearing System. Euroclear and Clearstream, Luxembourg are direct or indirect Participants for this purpose.

Holding the Bonds through the Clearing System enables Eligible Investors to receive gross interest income on their Bonds and to transfer the Bonds on a gross basis.

Eligible Investors are those entities referred to in article 4 of the Belgian Royal Decree of 26 May 1994 on the deduction of withholding tax (*Arrêté Royal du 26 mai 1994 relatif à la perception et à la bonification du précompte mobilier/Koninklijk Besluit van 26 mei 1994 over de inhouding en de vergoeding van de roerende voorheffing*), which include, *inter alia*:

- (i) Belgian resident corporate investors subject to Belgian corporate income tax;
- (ii) Institutions, associations or companies referred to in article 2, §3 of the law of 9 July 1975 on the control of insurance companies, other than those referred to in (i) and (iii), without prejudice to the application of article 262, 1° and 5° of the Belgian Income Tax Code 1992 (the **ITC 1992**);
- (iii) State regulated institutions (*institutions parastatales/parastatalen*) for social security or institutions equated therewith, referred to in article 105, 2° of the Royal Decree implementing ITC 1992 (**RD/ITC 1992**);
- (iv) Non-resident investors whose holding of the Bonds is not connected to a professional activity in Belgium, referred to in article 105, 5° of the RD/ITC 1992;

- (v) Investment funds recognised in the framework of pension savings, referred to in article 115 of the RD/ITC 1992;
- (vi) Investors referred to in article 227, 2° of the ITC 1992 which are subject to non-resident income tax in accordance with article 233 of the ITC 1992 and which have used the income generating capital for the exercise of their professional activities in Belgium;
- (vii) The Belgian State, in respect of investments which are exempt from withholding tax in accordance with article 265 of the ITC 1992;
- (viii) investment funds governed by foreign law which are an indivisible estate managed by a management company for the account of the participants (such as *fonds de placement/beleggingsfondsen*) and the units of which are not publicly offered in Belgium or traded in Belgium;
- (ix) Belgian resident companies, not referred to under (i), whose activity exclusively or principally consists of the granting of credits and loans.

Eligible Investors do not include, *inter alia*, Belgian resident individuals and Belgian non-profit organisations, other than those mentioned under (ii) and (iii) above.

Participants in the Clearing System must keep the Bonds which they hold on behalf of non-Eligible Investors in a non-exempt securities account (an **N-Account**). In such instance, all payments of interest are subject to withholding tax, currently at a rate of 25 per cent. This withholding tax is withheld by the NBB from the interest payment and paid to the Belgian tax authorities.

Transfers of Bonds between an X-account and an N-account give rise to certain adjustment payments on account of withholding tax:

- A transfer from an N-account (to an X-account or N-account) gives rise to the payment by the transferor "non-Eligible Investor" to the NBB of withholding tax on the accrued fraction of interest calculated from the last interest payment date up to the transfer date.
- A transfer from an X-account (or N-account) to an N-account gives rise to the refund by the NBB to the transferee non-Eligible Investor of withholding tax on the accrued fraction of interest calculated from the last interest payment date up to the transfer date.
- Transfers of Bonds between two X-accounts do not give rise to any adjustment on account of withholding tax.

These adjustment mechanics are such that parties trading the Bonds on the secondary market, irrespective of whether they are Eligible or non-Eligible Investors, are in a position to quote prices on a gross basis.

When opening an X-account for the holding of Bonds, an Eligible Investor will be required to certify its eligible status on a standard form approved by the Belgian Minister of Finance and send the completed form to the participant in the Clearing System where the account is kept. This certification need not be periodically renewed (although Eligible Investors must update their certification should their eligible status change). Participants to the Clearing System are however required to make declarations to the NBB as to the eligible status of each investor for whom they hold Bonds in an X-account during the preceding calendar year.

These identification requirements do not apply to Bonds held with Euroclear or Clearstream, Luxembourg acting as Participants in the Clearing System, provided that they only hold X-accounts and that they are able to identify the holders for whom they hold Bonds in such accounts.

Belgian income tax

Belgian resident individuals

Belgian resident individuals subject to Belgian personal income tax (*personenbelasting/impôt des personnes physiques*) and who hold the Bonds as a private investment, do not have to declare interest in respect of the Bonds in their personal income tax return, provided that Belgian withholding tax has effectively been levied on the interest.

Nevertheless, Belgian resident individuals may choose to declare interest in respect of the Bonds in their personal income tax return. Interest income which is declared in this way will in principle be taxed at a flat rate of 25 per cent. (or at the relevant progressive personal income tax rates taking into account the taxpayer's other declared income, whichever is lower). The Belgian withholding tax levied may be credited against the income tax liability and is possibly reimbursable to the extent that it exceeds the personal income tax due.

Capital gains realised on the disposal of the Bonds are as a rule tax exempt, unless the capital gains are realised outside the normal management of one's private estate or unless the capital gains qualify as interest (as defined above). Capital losses realised upon the disposal of the Bonds held as a non-professional investment are in principle not tax deductible.

Specific tax rules apply to Belgian resident individuals who do not hold the Bonds as a private investment.

Belgian resident companies

Interest attributed or paid to Belgian resident companies subject to Belgian corporate income tax (*vennootschapsbelasting/impôt des sociétés*), as well as capital gains realised upon the disposal of the Bonds, are taxable at the ordinary corporate income tax rate of in principle 33.99 per cent. Capital losses realised upon the disposal of the Bonds are in principle tax deductible.

Different rules apply to corporations subject to a special tax regime, such as investment companies within the meaning of Article 185bis of the ITC 1992.

Belgian legal entities

Belgian legal entities subject to Belgian legal entities tax (*rechtspersonenbelasting/impôts des personnes morales*) and which do not qualify as Eligible Investors (as defined above) will not be subject to any further taxation on interest in respect of the Bonds over and above the withholding tax of 25 per cent. The withholding tax constitutes the final taxation.

Belgian legal entities which qualify as Eligible Investors (as defined above) and which consequently have received gross interest income are required to declare and pay the 25 per cent. withholding tax themselves to the Belgian tax authorities.

Capital gains realised on the disposal of the Bonds are in principle tax exempt (unless the capital gains qualify as interest (as defined above)). Capital losses are in principle not tax deductible.

Organisations for Financing Pensions

Interest and capital gains derived by organisations for financing pensions within the meaning of article 8 of the Law of 27 October 2006 on the activities and supervision of institutions for occupational retirement provision (*Wet van 27 oktober 2006 betreffende het toezicht op de instellingen voor bedrijfspensioenvoorziening/Loi du 27 octobre 2006 relative au contrôle des institutions de retraite professionnelle*) are in principle exempt from Belgian corporate income tax.

Capital losses are in principle not tax deductible. Subject to certain conditions, any Belgian withholding tax that has been levied can be credited against any corporate income tax due and any excess amount is in principle refundable.

Non-residents

Bondholders who are non-residents of Belgium for Belgian tax purposes, who are not holding the Bonds through a permanent establishment in Belgium and who are not investing in the Bonds in the course of their Belgian professional activity, will in principle not incur or become liable for any Belgian tax on income or capital gains by reason only of the acquisition, ownership, redemption or disposal of the Bonds, provided that they qualify as Eligible Investors and that they hold their Bonds in an X-account.

Belgian tax on stock exchange transactions

A tax on stock exchange transactions (*Taxe sur les opérations de bourse/Taks op de Beursverrichtingen*) will be levied on the acquisition and disposal of the Bonds on the secondary market if executed in Belgium through a professional intermediary. The tax is due at a rate of 0.09 per cent. on each acquisition and disposal separately, with a maximum amount of EUR 650 per taxable transaction and is collected by the professional intermediary.

This tax will not be payable by exempt persons acting for their own account, including all non-residents of Belgium subject to the delivery of an affidavit to the financial intermediary in Belgium confirming their non-resident status, and certain Belgian institutional investors as defined in article 126/1, 2° of the Code of miscellaneous duties and taxes (*Code des droits et taxes divers/Wetboek diverse rechten en taksen*).

As stated above, the European Commission has published a proposal for a Directive for a common financial transactions tax (the **FTT**). The proposal currently stipulates that once the FTT enters into force, the participating Member States shall not maintain or introduce taxes on financial transactions other than the FTT (or VAT as provided in the Council Directive 2006/112/EC of November 28, 2006 on the common system of value added tax). For Belgium, the tax on stock exchange transactions should thus be abolished once the FTT enters into force. The proposal is still subject to negotiation between the participating Member States and therefore may be changed at any time.

PART XII: SUBSCRIPTION AND SALE

BNP Paribas, London Branch (having its registered office at Harewood Avenue 10, NW1 6AA London, United Kingdom) (**BNP Paribas**), ABN AMRO Bank N.V. (having its registered office at Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands) (**ABN AMRO**) and ING Bank N.V., Belgian branch (having its address at Marnixlaan 24, 1000 Brussels, Belgium) (**ING Bank**) are acting as joint lead managers (the **Joint Lead Managers**), on a several but not joint basis, and have, pursuant to a Subscription Agreement (the **Subscription Agreement**) dated 26 June 2015, agreed to subscribe or procure subscribers for the Bonds and pay for the aggregate amount payable for the Bonds calculated at the aggregate issue price less the fee as set out in the Subscription Agreement. The Issuer will reimburse the Joint Lead Managers in respect of certain of their expenses, and has agreed to indemnify the Joint Lead Managers against certain liabilities, incurred in connection with the issue of the Bonds. The Subscription Agreement may be terminated in certain circumstances by the Joint Lead Managers prior to payment of the Issuer.

Selling Restrictions

General

The Bonds have been offered in a private placement. Neither the Issuer nor any Joint Lead Manager has made any representation that any action will be taken in any jurisdiction by the Joint Lead Managers or the Issuer that would, or is intended to, permit a public offering of the Bonds, or possession or distribution of this Prospectus or any other offering or publicity material relating to the Bonds (including roadshow materials and investor presentations) in any country or jurisdiction where action for that purpose is required. Each Joint Lead Manager has agreed that it will comply to the best of its knowledge and belief with all applicable laws and regulations in each jurisdiction in which it acquires, offers, sells or delivers Bonds or has in its possession or distributes this Prospectus or any such other material, in all cases at its own expense. It will also ensure that no obligations are imposed on the Issuer in any such jurisdiction as a result of any actions taken by itself or its affiliates. Persons into whose hands this Prospectus comes are required by the Issuer and the Joint Lead Managers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver the Bonds or have in their possession or distribute such offering material, in all cases at their own expense.

European Economic Area

The Issuer has not authorised any offer to the public of Bonds in any Member State of the European Economic Area. This Prospectus has been prepared on the basis that any offer of Bonds in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**) will be made pursuant to an exemption under the Prospectus Directive from the requirement to publish a prospectus for offers of Bonds. Accordingly any person making or intending to make an offer in that Relevant Member State of Bonds which are the subject of the placement contemplated in this Prospectus may only do so in circumstances in which no obligation arises for the Issuer or any of the Joint Lead Managers to publish a prospectus pursuant to Article 3 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor the Joint Lead Managers have authorised, nor do they authorise, the making of any offer of Bonds in circumstances in which an obligation arises for the Issuer or the Joint Lead Managers to publish a prospectus for such offer.

The expression **Prospectus Directive** means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression **2010 PD Amending Directive** means Directive 2010/73/EU.

United Kingdom

Each Joint Lead Manager has represented and agreed that:

- it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the **Financial Services and Markets Act**)) received by it in connection with the issue or sale of any Bonds in circumstances in which Section 21(1) of the Financial Services and Markets Act does not apply to the Issuer; and
- it has complied and will comply with all applicable provisions of the Financial Services and Markets Act with respect to anything done by it in relation to the Bonds in, from or otherwise involving the United Kingdom.

United States

The Bonds have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the **Securities Act**), or the securities laws of any State or other jurisdiction of the United States, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The Bonds are being offered and sold solely outside the United States to non-U.S. persons in reliance on Regulation S under the Securities Act (**Regulation S**). Terms used in this paragraph have the meaning given to them in Regulation S.

Each Joint Lead Manager has agreed that it will not offer, sell or deliver the Bonds (i) as part of its distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Issue Date within the United States or to, or for the account or benefit of, U.S. persons, and that it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration (if any) to which it sells Bonds during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Bonds within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meaning given to them in Regulation S.

In addition, until 40 days after the commencement of the offering, an offer or sale of the Bonds within the United States by a dealer whether or not participating in the offering may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

PART XIII: GENERAL INFORMATION

- (1) Application has been made for the Fixed Rate Bonds and for the Floating Rate Bonds to be listed as from the Issue Date on Euronext Brussels and admitted to trading on the regulated market of Euronext Brussels as from the Issue Date. BNP Paribas Securities Services SCA, Brussels Branch has been appointed as listing agent for that purpose. The FSMA assumes no responsibility as to the economic and financial soundness of the transaction and the quality or solvency of the Issuer.
- (2) The Issuer has obtained all necessary consents, approvals and authorisations in Belgium in connection with the issue of the Bonds. The issue of the Bonds was authorised by resolutions passed by the Board of Directors of De Pauw NV, the statutory manager of the Issuer, on 24 June 2015.
- (3) There has been no significant change in the financial or trading position of the Issuer or of the Group since 31 December 2014 and no material adverse change in the prospects of the Issuer or of the Group since 31 December 2014.
- (4) Except as disclosed in this Prospectus, neither the Issuer nor any of its Subsidiaries is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 months preceding the date of this Prospectus which may have or has had in the recent past significant effects on the financial position or profitability of the Issuer or the Group.
- (5) The Bonds have been accepted for clearance through the clearing system of the National Bank of Belgium. The International Securities Identification Number (ISIN) of the Fixed Rate Bonds is BE0002234038 and the Common Code of the Fixed Rate Bonds is 125542395. The ISIN of the Floating Rate Bonds is BE0002235043 and the Common code of the Floating Rate Bonds is 125542417. The address of the National Bank of Belgium is Boulevard de Berlaimont 14, B-1000 Brussels. The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg.
- (6) There are no material contracts entered into other than in the ordinary course of the Issuer's business, which could result in any member of the Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations in respect of the Bonds.
- (7) During the life of the Bonds, copies of the following documents will be available free of charge, during usual business hours on any weekday (Saturdays and public holidays excepted), for inspection at the registered office of the Issuer, Blakebergen 15, 1861 Meise/Wolvertem, Belgium:
 - the Articles of Association (*statuts/statuten*) of the Issuer;
 - the annual report and audited financial statements of the Issuer for the years ended 31 December 2013 and 31 December 2014 together with the audit reports thereon;
 - the interim statement by the manager of 7 May 2015 for the period from 1 January 2015 until 31 March 2015;
 - a copy of this Prospectus together with any supplement to this Prospectus;

- a copy of the Agency Agreement and of each Clearing Agreement; and
- all reports, letters and other documents, balance sheets, valuations and statements by any expert any part of which is included or referred to in this Prospectus.

This Prospectus for Bonds that are listed and admitted to trading on Euronext Brussels' regulated market and each document incorporated by reference will be published on the website of Euronext Brussels (https://euronext.com/nl/search_instruments/wdp?type=Bond).

- (8) The statutory auditor Deloitte Bedrijfsrevisoren/Réviseurs d'Entreprises BV o.v.v.e. CVBA/SC s.f.d. SCRL, represented by Kathleen De Brabander (member of the *Institut des Réviseurs d'Entreprises/Instituut van de Bedrijfsrevisoren*) has audited, and rendered unqualified audit reports on the consolidated annual financial statements for the years ended 31 December 2013 and 31 December 2014.
- (9) No rating has been assigned to the Issuer or the Bonds.
- (10) Except as disclosed in the Prospectus, so far as the Issuer is aware, no person involved in the offering has any interest, including conflicting ones, that is material to the offering, save for any fees payable to the Joint Lead Managers and the Agent. Certain affiliates of the Joint Lead Managers are lenders of the Issuer.
- (11) The Agent, the Joint Lead Managers and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with the Issuer or its affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions. In addition, in the ordinary course of their business activities, the Agent, the Joint Lead Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. The Agent, the Joint Lead Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

FORM OF CHANGE OF CONTROL PUT EXERCISE NOTICE (FIXED RATE BONDS)

Holders of Fixed Rate Bonds wishing to exercise the put option following a Change of Control pursuant to Condition 6.3 (Redemption at the Option of Bondholders) will be required to deposit during the Change of Control Put Exercise Period a duly completed and signed Change of Control Put Exercise Notice with the relevant Financial Intermediary.

Such Financial Intermediary is the bank or other financial intermediary, whether in Belgium, Luxembourg or any other jurisdiction, through which the Bondholder holds the Fixed Rate Bonds.

When depositing the Change of Control Put Exercise Notice, the holder of Fixed Rate Bonds requests that such Financial Intermediary (i) delivers the Change of Control Put Exercise Notice to the Agent, (ii) liaises with the Agent to organise the early redemption of the relevant Fixed Rate Bonds pursuant to Condition 6.3 and (iii) transfers the relevant Fixed Rate Bond(s) to the account of the Agent. Any fees and/or costs charged by the Financial Intermediary in relation to the deposit of the Change of Control Put Exercise Notice or the transfer of the relevant Fixed Rate Bonds will be borne by the relevant Bondholder.

To: *[Details of the Financial Intermediary through which the Bondholder holds the Fixed Rate Bonds]*

Issuer

WDP Comm. VA
Blakebergen 15
B-1861 Meise/Wolvertem

Partnership limited by shares (commanditaire vennootschap op aandelen/société en commandite par actions) under Belgian law

EUR 54,400,000

2.50 per cent. Bonds due 2 July 2022

(issued in the denomination of EUR 100,000 and
as described in the Prospectus dated 25 June 2015)

ISIN: BE0002234038

(the **Fixed Rate Bonds**)

CHANGE OF CONTROL PUT EXERCISE NOTICE

By sending this duly completed Change of Control Put Exercise Notice to the Agent in accordance with Condition 6.3 (*Redemption at the Option of Bondholders*) of the Bonds, the undersigned holder of the Fixed Rate Bonds specified below irrevocably exercises its option to have such Fixed Rate Bonds redeemed early in accordance with Condition 6.3 on the Change of Control Put Date falling on* The undersigned holder of such Fixed Rate Bonds hereby confirms to the Issuer that (i) he/she holds the amount of Fixed Rate Bonds specified in this Change of Control Put Exercise Notice and (ii) he/she undertakes not to sell or transfer such Fixed Rate Bonds until the Change of Control Put Date specified above.

Aggregate nominal amount of Fixed Rate Bonds held:

EUR..... ([amount in figures] Euro)

Bondholder contact details:

Name and first name or Company:

Address:

Telephone number:.....

Payment instructions:

Please make payment in respect of the Bonds redeemed early pursuant to Condition 6.3 by Euro transfer to the following bank account:

Name of Bank:

Branch Address:

Account Number:

* Complete as appropriate.

The undersigned holder of the Fixed Rate Bonds confirms that payment in respect of the redeemed Fixed Rate Bonds shall be made against debit of his/her securities account number with [*name and address of bank*] for the above-mentioned nominal amount of Bonds in dematerialised form.

All notices and communications relating to this Change of Control Put Exercise Notice should be sent to the address specified above.

Terms used and not otherwise defined in this Change of Control Put Exercise Notice have the meanings given to them in the terms and conditions of the Bonds.

Signature of the holder:

Date:.....

N.B. The Agent shall not in any circumstances be liable to any Bondholder or any other person for any loss or damage arising from any act, default or omission of the Agent in relation to the said Fixed Rate Bonds or any of them unless such loss or damage was caused by the fraud or negligence of the Agent.

THIS CHANGE OF CONTROL PUT EXERCISE NOTICE WILL NOT BE VALID UNLESS (I) ALL OF THE PARAGRAPHS REQUIRING COMPLETION ARE DULY COMPLETED AND (II) IT IS DULY SIGNED AND DATED AND SENT TO THE RELEVANT FINANCIAL INTERMEDIARY.

BONDHOLDERS ARE ADVISED TO CHECK WITH THE RELEVANT FINANCIAL INTERMEDIARY WHEN SUCH FINANCIAL INTERMEDIARY WOULD REQUIRE TO RECEIVE THE COMPLETED CHANGE OF CONTROL PUT EXERCISE NOTICE TO ARRANGE TO DELIVER THE CHANGE OF CONTROL PUT EXERCISE NOTICE AND THE BONDS TO BE REDEEMED TO THE ACCOUNT OF THE AGENT FOR THE ACCOUNT OF THE ISSUER BY THE RELEVANT CHANGE OF CONTROL PUT DATE.

ONCE VALIDLY GIVEN THIS CHANGE OF CONTROL PUT EXERCISE NOTICE IS IRREVOCABLE.

FORM OF CHANGE OF CONTROL PUT EXERCISE NOTICE (FLOATING RATE BONDS)

Holders of Floating Rate Bonds wishing to exercise the put option following a Change of Control pursuant to Condition 6.3 (Redemption at the Option of Bondholders) will be required to deposit during the Change of Control Put Exercise Period a duly completed and signed Change of Control Put Exercise Notice with the relevant Financial Intermediary.

Such Financial Intermediary is the bank or other financial intermediary, whether in Belgium, Luxembourg or any other jurisdiction, through which the Bondholder holds the Floating Rate Bonds.

When depositing the Change of Control Put Exercise Notice, the holder of Floating Rate Bonds requests that such Financial Intermediary (i) delivers the Change of Control Put Exercise Notice to the Agent, (ii) liaises with the Agent to organise the early redemption of the relevant Floating Rate Bonds pursuant to Condition 6.3 and (iii) transfers the relevant Floating Rate Bond(s) to the account of the Agent. Any fees and/or costs charged by the Financial Intermediary in relation to the deposit of the Change of Control Put Exercise Notice or the transfer of the relevant Floating Rate Bonds will be borne by the relevant Bondholder.

To: *[Details of the Financial Intermediary through which the Bondholder holds the Floating Rate Bonds]*

Issuer

WDP Comm. VA
Blakebergen 15
B-1861 Meise/Wolvertem

Partnership limited by shares (commanditaire vennootschap op aandelen/société en commandite par actions) under Belgian law

EUR 37,800,000

Floating Rate Bonds due 2 July 2022

(issued in the denomination of EUR 100,000 and
as described in the Prospectus dated 25 June 2015)

ISIN: BE0002235043

(the **Floating Rate Bonds**)

CHANGE OF CONTROL PUT EXERCISE NOTICE

By sending this duly completed Change of Control Put Exercise Notice to the Agent in accordance with Condition 6.3 (*Redemption at the Option of Bondholders*) of the Bonds, the undersigned holder of the Floating Rate Bonds specified below irrevocably exercises its option to have such Floating Rate Bonds redeemed early in accordance with Condition 6.3 on the Change of Control Put Date falling on* The undersigned holder of such Floating Rate Bonds hereby confirms to the Issuer that (i) he/she holds the amount of Floating Rate Bonds specified in this Change of Control Put Exercise Notice and (ii) he/she undertakes not to sell or transfer such Floating Rate Bonds until the Change of Control Put Date specified above.

Aggregate nominal amount of Floating Rate Bonds held:

EUR..... ([amount in figures] Euro)

Bondholder contact details:

Name and first name or Company:

Address:

Telephone number:.....

Payment instructions:

Please make payment in respect of the Bonds redeemed early pursuant to Condition 6.3 by Euro transfer to the following bank account:

Name of Bank:

Branch Address:

Account Number:

* Complete as appropriate.

The undersigned holder of the Floating Rate Bonds confirms that payment in respect of the redeemed Floating Rate Bonds shall be made against debit of his/her securities account number with [*name and address of bank*] for the above-mentioned nominal amount of Floating Rate Bonds in dematerialised form.

All notices and communications relating to this Change of Control Put Exercise Notice should be sent to the address specified above.

Terms used and not otherwise defined in this Change of Control Put Exercise Notice have the meanings given to them in the terms and conditions of the Bonds.

Signature of the holder:

Date:.....

N.B. The Agent shall not in any circumstances be liable to any Bondholder or any other person for any loss or damage arising from any act, default or omission of the Agent in relation to the said Bonds or any of them unless such loss or damage was caused by the fraud or negligence of the Agent.

THIS CHANGE OF CONTROL PUT EXERCISE NOTICE WILL NOT BE VALID UNLESS (I) ALL OF THE PARAGRAPHS REQUIRING COMPLETION ARE DULY COMPLETED AND (II) IT IS DULY SIGNED AND DATED AND SENT TO THE RELEVANT FINANCIAL INTERMEDIARY.

BONDHOLDERS ARE ADVISED TO CHECK WITH THE RELEVANT FINANCIAL INTERMEDIARY WHEN SUCH FINANCIAL INTERMEDIARY WOULD REQUIRE TO RECEIVE THE COMPLETED CHANGE OF CONTROL PUT EXERCISE NOTICE TO ARRANGE TO DELIVER THE CHANGE OF CONTROL PUT EXERCISE NOTICE AND THE BONDS TO BE REDEEMED TO THE ACCOUNT OF THE AGENT FOR THE ACCOUNT OF THE ISSUER BY THE RELEVANT CHANGE OF CONTROL PUT DATE.

ONCE VALIDLY GIVEN THIS CHANGE OF CONTROL PUT EXERCISE NOTICE IS IRREVOCABLE.

Registered/Head Office of the Issuer

WDP Comm. VA
Blakebergen 15
B-1861 Meise/Wolvertem
Belgium

Joint Lead Managers

BNP Paribas, London Branch
Harewood Avenue 10
NW1 6AA London
United Kingdom

ABN AMRO Bank N.V
Gustav Mahlerlaan 10
1082 PP Amsterdam
The Netherlands

ING Bank N.V, Belgian
branch
Marnixlaan 24
1000 Brussels
Belgium

Sole Bookrunner

BNP Paribas, London Branch
Harewood Avenue 10
NW1 6AA London
United Kingdom

Domiciliary, Paying, Listing and Calculation Agent

BNP Paribas Securities Services SCA, Brussels Branch
Boulevard Louis Schmidt 2
B-1040 Brussels
Belgium

Legal Advisers

to the Issuer as to Belgian law

Eubelius CVBA
Louizalaan 99
B-1050 Brussels
Belgium

to the Joint Lead Managers

Allen & Overy LLP
Tervurenlaan/Avenue de Tervueren 268A
B-1150 Brussels
Belgium

Auditors of the Issuer

Deloitte Bedrijfsrevisoren/Reviseurs d'Entreprises BV o.v.v.e. CVBA/SC s.f.d. SCRL
Represented by Kathleen De Brabander
Berkenlaan 6
B-1831 Diegem
Belgium