

## APPENDIX IV : GENERAL TERMS AND CONDITIONS OF THE STOCK BONUS PLAN

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## I. OBJECTIVE

Cofinimmo's 2014 Phantom Stock Unit Plan is intended for members of the Company's Executive Committee. Its main objective is to maximise Cofinimmo's long-term value by aligning the interests of Members of the Executive Committee with those of the shareholders.

These regulations are an integral part of the work contract entered into with the Members of the Executive Committee. It implements the methods of allocation of the Variable Remuneration relating as from the 2013 financial year, the amount of which was set by the Board of Directors.

The Board of Directors decided to (i) spread out the allocation of the Variable Remuneration over a period of three years and (ii) for half of the Variable Remuneration, to make the amount that will be permanently allocated the two following years dependent on the change in the market price of Cofinimmo's Ordinary Share since the Provisional Allocation.

It is spread out over a period of three years as follows: 50% of the Variable Remuneration shall be paid in Y+1, 25% shall be permanently allocated in Y+2, and the 25% remaining shall be permanently allocated in Y+3.

In order to determine the amount of the Variable Remuneration to be permanently allocated in Y+2 and Y+3, 50% of the Variable Remuneration as determined is converted into Units of value of Ordinary Shares by taking into account the Fair Market Value of the Ordinary Share on that date. At the time of the Definitive Allocation, these Units shall be converted into a cash amount on the basis of the Fair Market Value of an Ordinary Share of the company at the Definitive Allocation Date, plus the gross dividend allocated since the Provisional Allocation Date.

## II. DEFINITIONS

Unless explicitly stated otherwise, the following definitions apply in these Regulations. Each concept defined in this article is written with the first letter in upper case throughout the Regulations in order to indicate that it must be understood as defined below. If the same concept is written in lower case, it may have a different meaning (wider or more restrictive) depending on the context of the sentence in question. Concepts written with the first letter in upper case and defined below have the same meaning as to their content throughout these Regulations, whether they are used in singular or plural form.

**“Provisional Allocation”:** The legal act of the Board of Directors whereby one or more Units are allocated to a Beneficiary.

**“Beneficiary” or “Beneficiaries”:** Member(s) of the Executive Committee of Cofinimmo.

**“Cofinimmo” or the “Company”:** Cofinimmo SA, a real estate investment company with fixed capital governed by Belgian law, whose registered office is located at Boulevard de la Woluwe 58, 1200 Brussels (Belgium), registered with the Banque Carrefour des Entreprises [Belgian central database of businesses] (RPM Brussels) under number 0426.184.049.

<b>“Executive Committee”:</b>	The Executive Committee of Cofinimmo
<b>“Remuneration Committee”:</b>	The Nomination, Remuneration, and Corporate Governance Committee of Cofinimmo.
<b>“Board of Directors”:</b>	The Board of Directors of Cofinimmo.
<b>“Work Contract”:</b>	The services contract signed between Cofinimmo and the Member of the Executive Committee concerned.
<b>“Provisional Allocation Date”:</b>	The date on which the Units are provisionally allocated to the Beneficiaries, at the date of the Board of Directors of the month of February of each year.
<b>“Definitive Allocation Date”:</b>	The date on which the Units are definitively allocated to the Beneficiaries, at the end of the Vesting Period and therefore on 1 March in Y+2 and 1 March in Y+3 respectively.
<b>“Plan Document”:</b>	These Regulations as well as any other Plan document issued by Cofinimmo, including (but not limited to) the Provisional Allocation Letter.
<b>“Plan Duration”:</b>	From the date of approval of the Plan in accordance with article 8.2 of these Regulations until its closure by the Board of Directors.
<b>“Fair Market Value”:</b>	For a specific day, the average of the closing price of an ordinary share of the Company on the Euronext Brussels exchange during the thirty (30) calendar days preceding this specific day.
<b>“Provisional Allocation Letter”:</b>	The written confirmation to the Beneficiary, by the Board of Directors, of the Provisional Allocation of Units to this Beneficiary.
<b>“Vesting Period”:</b>	The period beginning on the Provisional Allocation Date and ending on the Definitive Allocation Date.
<b>“Plan”:</b>	This Plan.
<b>“Regulations”:</b>	These regulations relating to the Plan.
<b>“Variable Remuneration”:</b>	The Variable Remuneration of a member of the Executive Committee as provided for by the work contract and decided annually by the Board of Directors, on the proposal of the Remuneration Committee, related to the achievement of goals set at the beginning of each year and evaluated at the beginning of the following year by the Board of Directors.

**“Unit”:**

One Unit corresponds to the Fair Value of an Ordinary Share of the Company allocated to the Beneficiary as at the Provisional Allocation Date under this Plan. The number of Units provisionally allocated is determined on the basis of the calculation set out in article 3 of the Plan.

**III. ALLOCATION OF THE NUMBER OF UNITS**

The Board of Directors, on the proposal of the Remuneration Committee, sets the number of Units provisionally allocated to each of the Beneficiaries according to the following rule:

$$\frac{\text{Number of Units provisionally allocated}}{\text{allocated}} = \frac{(\text{Amount of Variable Remuneration X 50\%})}{\text{Fair Market Value on the Provisional Allocation Date}}$$

The Provisional Allocation is communicated to the Beneficiaries in the Provisional Allocation Letter.

The first half of the number of Units provisionally allocated (representing 25% of the Variable Remuneration, the allocation of which is spread out over time) matures and is therefore vested on the first calendar day of the month following the first anniversary of the Provisional Allocation Date (“Vesting Period” 1).

The second half of the number of Units provisionally allocated (representing the last 25% of the Variable Remuneration) matures and is therefore vested on the first calendar day of the month following the second anniversary of the Provisional Allocation Date (“Vesting Period” 2).

At the end of the Vesting Period concerned, the Company shall pay the Beneficiary, within thirty calendar days, a cash amount corresponding to the Fair Market Value as at the Definitive Allocation Date plus the gross dividends allocated since the Provisional Allocation Date multiplied by the number of Units permanently allocated to the Beneficiary by the Board of Directors.

Cash amount = (Fair Market Value as at the Definitive Allocation Date + gross dividends allocated since the Provisional Allocation Date) X number of Units permanently allocated

Before the Definitive Allocation Date, the Board of Directors may, on a discretionary basis, decide to grant the equivalent of the Units provisionally allocated in any other form to the Beneficiaries.

**IV. CANCELLATION**

Except in exceptional cases decided by the Board of Directors and without prejudice to article 5, in the event of termination of the Work Contract, the Units not vested pursuant to article 3 are cancelled and irrevocably lost by the Beneficiary concerned. The loss of the Units shall take effect on the date of the notification of the termination.

## **V. SPECIAL CASES**

### **1. Permanent work disability or retirement**

In case of termination of the Work Contract because of retirement or permanent work disability before the Definitive Allocation Date, the Units shall be immediately and permanently allocated to the Beneficiary concerned. However, the Beneficiary may propose to the Board of Directors an allocation spread out over time, on which the Board must then decide.

### **2. Death**

In case of death before the Definitive Allocation Date, the Units shall be immediately and permanently allocated and shall be transferred to the heirs of this Beneficiary.

## **VI. ADJUSTMENT OF THE NUMBER OF SHARES**

During the Vesting Periods, the Company may carry out any transaction that may have an impact on the amount or the composition of the capital and/or on the number and the quality of the shares representing the capital, such as grouping or division of shares, issuance of subscription rights or convertible bonds, capital increase by contribution in kind or capitalisation of reserves, profits, or share premiums, capital reduction, demerger, merger, distribution of dividends in the form of shares, distribution of reserves, modification of the distribution of profits, free allocation of shares to all or some shareholders, capitalisation of reserves, or any issuance of capital securities or securities giving a right to the allocation of capital securities with a subscription right reserved for shareholders, without the prior agreement of the Beneficiaries being necessary. The maximum number of Units allocated under the Plan shall be adjusted to take into account any transaction of this type carried out. The terms of the adjustment shall be mutatis mutandis those provided for in the Company's term of issue of convertible securities.

Each Beneficiary shall be informed of the practical arrangements of this adjustment and its consequences on the allocation of the Units that they have received. The Units allocated in application of this adjustment shall be deemed permanently allocated on the same day as the Units initially allocated on the Provisional Allocation Date.

## **VII. TAX TREATMENT**

The payment of the amount established in article 3 to the Beneficiary's personal account shall be made after settlement of the withholding tax due.

## **VIII. OTHER**

### **1. Costs**

Costs related to the introduction, implementation, administration, and execution of the Plan shall be borne by the Company.

### **2. Plan Duration**

This Cofinimmo Plan was approved by the Board of Directors of Cofinimmo and shall take effect once a decision in this sense is taken by the Board of Directors.

**3. Applicable law**

The Plan, these regulations, and all other Plan Documents are governed by Belgian law.

**4. Competent courts**

Disputes shall be under the exclusive jurisdiction of the courts of Brussels, Belgium.

Approved by the Board of Directors of Cofinimmo on 6 February 2014.

