

CONTRACT OF EMPLOYMENT

Between:

ORANGE HOUSE PARTNERSHIP VZW/NPO, established on 7th May 2009 in Brussels, Belgium and registered under statutory registration number: 0811.575.046 as non-profit association in accordance with the Belgian Law of 27 June 1921, with its seat at Kampendaal 83, B-1653 Dworp, Belgium, represented by Mr Alan GOLDBERG, Chairman of the Management Board and Mr Horst SPIELMANN, member and Financial Officer of the Management Board, hereinafter referred to as "**OHP**"

and:

Mr Herman B.W.M.KOËTER, member and Secretary of the Management Board of OHP and designated by the Management Board as Managing Director of OHP, hereinafter referred to as "**the Managing Director**"

have agreed the following:

Article 1

1. OHP shall employ the Managing Director as a member of the OHP staff from 1st January 2010.
2. Upon signing of this contract the Managing Director shall become subject to the conditions of employment of OHP staff as laid out in the Bye Laws of OHP Association, the Code of Conduct of OHP and the Rules and Regulations of OHP.
3. Upon signing of this contract the Managing Director shall become subject to the rules on the tax, social security, health care and pension rules under Belgian law.

Article 2

1. The place of employment of the Managing Director shall be the formal seat of OHP as stated in the Bye Laws of OHP. This is currently in Dworp, Belgium.

Article 3

1. The monthly remuneration of the Managing Director shall be fixed for a period of 2 years at the gross amount of €9,500.00 (nine thousand and five hundred euros) before taxes and all other legally required salary deductions and payments under Belgian law. After 2 years the Management Board will decide annually whether the amount of the remuneration should be modified.

2. The Managing Director shall be paid monthly from OHP's financial appropriations. The Managing Director shall be responsible for the appropriate salary deductions as applicable under Belgian law and shall be liable in case of default.

3. In case OHP's financial appropriations do not allow, temporarily or for prolonged periods of time, the full or partial payment of the monthly remuneration of the Managing Director without seriously jeopardising the mission, objectives and/or operation of OHP, the Managing Director shall be entitled to lay a claim on such unpaid remunerations indefinitely.

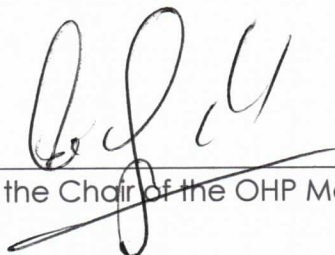
Article 4

1. This contract of employment shall run for 5 years and is renewable based on: (i) satisfactory performance, (ii) the wish of both OHP and the Managing Director to renew the contract, and (iii) the continuous need for the function of Managing Director as laid out in the OHP Bye Laws.

2. This contract may be terminated by OHP or by the Managing Director for any of the reasons specified in Articles 10, 16(g), 18(b), 23 or 24 of the OHP Bye Laws.

3. In the case of termination of the contract, the period of notice shall be 3 months. Where the contract has been renewed, the period of notice shall be one month for each year of service, up to a maximum of 9 months.

Done in triplicate:

27/02/2010 
(date and signature of the Chair of the OHP Management Board)
Mr Alan GOLDBERG

08/02/2010 
(date and signature of the Financial Officer of the OHP Management Board)
Mr Horst SPIELMANN

01-02-2010 
(date and signature of the Managing Director of OHP)
Mr Herman B.W.M.KOËTER