SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 20-F

☐ **REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2014

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to

☐ **SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File Number 000-29992

OPTIBASE LTD.

(Exact name of Registrant as specified in its charter)

N/A	**Israel**
(Translation of Registrant's name into English)	**(Jurisdiction of incorporation or organization)**

10 Hasadnaot Street
Herzliya 4672837, Israel
+972-73-7073700
(Address of principal executive offices)

Mr. Amir Philips, Chief Executive Officer
Telephone Number: 972-73-7073700, Fax Number: 972-73-7073701, Email: amirp@optibase-holdings.com
10 Hasadnaot Street
Herzliya 4672837, Israel
(Name, Telephone, E-Mail and/or Facsimile and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of Each Class	Name of Each Exchange on Which Registered
Ordinary Shares, par-value NIS 0.65 each	**The Nasdaq Global Market**

Securities registered pursuant to Section 12(g) of the Act:
None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act:
Not Applicable

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report: **5,183,525 Ordinary Shares, par value NIS 0.65 per share, including 45,895 Ordinary Shares held by the Registrant and 12,400 Ordinary Shares held by a trustee for the benefit of the Registrant's employees and directors under the Registrant's incentive plan which have not vested on March 24, 2015, or within 60 days thereafter, both awarding their holders no voting or equity rights.**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes ☐ No ☒

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Yes ☐ No ☒

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes ☐ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer ☒

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☒

International Financing Reporting Standards as issued by the International Accounting Standards Board ☐

Other ☐

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow:

Item 17 ☐ Item 18 ☐

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes ☐ No ☒

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CERTAIN DEFINED TERMS

In this annual report, unless otherwise provided, references to the "Company," "Optibase", "we", "us" or "our" are to Optibase Ltd., a company organized under the laws of Israel, and its wholly owned subsidiaries. In addition, references to our financial statements are to our consolidated financial statements, except as the context otherwise requires. References to "U.S." or "United States" are to the United States of America, its territories and its possessions.

In this annual report, references to "$" or "dollars" or "U.S. dollars" or "USD" are to the legal currency of the United States, references to "CHF" are to Swiss Francs and references to "NIS" are to New Israeli Shekels, the legal currency of Israel. The Company's financial statements are presented in accordance with United States generally accepted accounting principles, or U.S. GAAP. Except as otherwise specified, financial information is presented in U.S. dollars. References to a particular "fiscal" year are to the Company's fiscal year ended December 31 of such year.

FORWARD-LOOKING STATEMENTS

IN ADDITION TO HISTORICAL INFORMATION, THIS ANNUAL REPORT CONTAINS CERTAIN FORWARD-LOOKING STATEMENTS WITHIN THE MEANING OF SECTION 27A OF THE SECURITIES ACT OF 1933, AS AMENDED, AND SECTION 21E OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED. THE FORWARD-LOOKING STATEMENTS CONTAINED HEREIN ARE SUBJECT TO CERTAIN RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE REFLECTED IN THE FORWARD-LOOKING STATEMENTS. FACTORS THAT MIGHT CAUSE SUCH A DIFFERENCE INCLUDE, BUT ARE NOT LIMITED TO, THOSE DISCUSSED IN THE SECTIONS ENTITLED "RISK FACTORS", "INFORMATION ON THE COMPANY" AND "OPERATING AND FINANCIAL REVIEW AND PROSPECTS" AND ELSEWHERE IN THIS REPORT. READERS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH REFLECT MANAGEMENT'S BELIEFS, ASSUMPTIONS AND EXPECTATIONS OF OUR FUTURE OPERATIONS AND ECONOMIC PERFORMANCE, TAKING INTO ACCOUNT CURRENTLY AVAILABLE INFORMATION. IN ADDITION, READERS SHOULD CAREFULLY REVIEW THE OTHER INFORMATION IN THIS ANNUAL REPORT AND IN THE COMPANY'S PERIODIC REPORTS AND OTHER DOCUMENTS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION FROM TIME TO TIME. WE DO NOT UNDERTAKE ANY OBLIGATION TO UPDATE ANY FORWARD-LOOKING STATEMENTS, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS OR OTHERWISE, EXCEPT AS MAY BE REQUIRED UNDER APPLICABLE SECURITIES LAWS AND REGULATIONS.

REVERSE SHARE SPLIT

Unless otherwise indicated, we have adjusted all of the numbers and prices relating to our ordinary shares in this annual report on Form 20-F to reflect a one-for-five reverse share split of our ordinary shares that we effected on September 27, 2012. See "Item 4.A. History and Development of the Company - Reverse Share Split".

PART I

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not applicable.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3. KEY INFORMATION

Introduction

Since our incorporation and until 2009, we engaged, directly and indirectly, in digital video and streaming based products and services, or the Video Solutions Business. During 2009, we resolved to expand and diversify our field of operations and entered into the fixed-income real estate sector. On March 16, 2010, we entered into an asset purchase agreement for the sale of all of the assets and liabilities related to our Video Solutions Business, or the Vitec Transaction. Currently, we, directly and indirectly, engage solely in the real estate sector and hold interest in several real estate properties in Switzerland and in the U.S. and we have recently entered into a transaction to acquire a real estate properties portfolio in Germany. For further details, see Item 4.A "History and Development of The Company", Item 4.B. "Business Overview" and Item 10.C. "Material Contracts".

3.A. SELECTED CONSOLIDATED FINANCIAL DATA

We derived the consolidated statement of operations data for the years ended December 31, 2012, 2013 and 2014, and consolidated balance sheet data as of December 31, 2013 and 2014 from the audited consolidated financial statements appearing elsewhere in this annual report. These financial statements have been prepared in accordance with U.S generally accepted accounting principles, or U.S. GAAP. We derived the consolidated statement of operations data for the years ended December 31, 2010 and 2011 and the consolidated balance sheet data as of December 31, 2010, 2011 and 2012 from audited consolidated financial statements that are not included in this annual report, which statements have also been prepared in accordance with U.S. GAAP. The selected financial data set forth below should be read in conjunction with "Item 5. Operating and Financial Review and Prospects" below and the financial statements, including the notes thereto, included elsewhere in this annual report.

The results of operations for the Video Solution Business for the year ended December 31, 2010, were reported separately and retroactively as discontinued operations.

	Year Ended December 31,				
	2010	2011	2012	2013	2014
Consolidated Statement of Operations Data:	(U.S. dollars in thousands, except per share data)				
Fixed income from real estate	$ 1,650	$ 12,479	$ 13,676	$ 13,711	$ 13,938
Total income	$ 1,650	$ 12,479	$ 13,676	$ 13,711	$ 13,938
Costs and expenses:					
Cost of real estate operation	59	1,869	1,966	2,199	2,777
Real estate depreciation and amortization	695	2,153	2,569	3,369	3,813
General and Administrative	1,502	3,057	2,068	1,870	2,167
Total costs and expenses	2,256	7,079	6,603	7,438	8,757
Gain on sale of operating properties	-	-	-	-	2,709
Operating income (loss)	(606)	5,400	7,073	6,273	7,890
Gain on bargain purchase	-	4,412	-	-	-
Equity share in earnings (losses) of associates, net	-	-	(32)	(172)	(186)
Other income (loss)	(600)	-	(100)	384	394
Financial income (loss), net	304	(7,481)	(1,243)	(1,343)	(1,151)
Net income (loss) before taxes on income	(902)	2,331	5,698	5,142	6,947
Taxes on income	(43)	(481)	(1,643)	(1,518)	(1,502)
Net income (loss) from continuing operations	(945)	1,850	4,055	3,624	5,445
Net income (loss) from discontinued operations	5,399	(51)	-	-	-
Net income	$ 4,454	$ 1,799	$ 4,055	$ 3,624	$ 5,445
Net income attributable to non-controlling interest	-	2,038	2,478	2,159	2,106
Net income (loss) attributable to Optibase LTD	$ 4,454	$ (239)	$ 1,577	$ 1,465	$ 3,339
Net earnings (loss) per share :					
Basic and Diluted net earnings (loss) per share from continuing operations	$ (0.3)	$ (0.07)	$ 0.41	$ 0.38	$ 0.65
Basic and diluted net earnings (loss) per share from discontinued operations	$ 1.65	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Basic and diluted net earnings (loss) per share	$ 1.35	$ (0.07)	$ 0.41	$ 0.38	$ 0.65
Weighted average number of shares used in computing basic and diluted net earnings (loss) per share (in thousands):					
Basic	3,311	3,642	3,818	3,822	5,127
Diluted	3,311	3,642	3,820	3,826	5,131

	Year Ended December 31,				
	2010	2011	2012	2013	2014
	(U.S. dollars in thousands)				
Cash and cash equivalents	$ 30,260	$ 22,945	$ 19,142	$ 18,811	$ 22,902
Working capital	26,415	16,361	11,985	10,112	14,500
Real estate property net	32,353	192,173	194,826	209,761	185,204
Total assets	64,726	219,885	224,882	238,748	218,004
Long term loans, including current maturities	19,589	126,135	126,895	127,741	112,481
Capital Stock	126,378	131,478	131,568	138,813	138,886
Total shareholders' equity	$ 40,392	$ 61,261	$ 66,552	$ 78,924	$ 77,075

3.B. CAPITALIZATION AND INDEBTEDNESS

Not applicable.

3.C. REASONS FOR THE OFFER AND USE OF PROCEEDS

Not applicable.

3.D. RISK FACTORS

Our business operations are subject to various risks resulting from changing economic, political, industry, business and financial conditions. In addition, this annual report contains various forward-looking statements that reflect our current views with respect to future events and financial results. Below we attempt to identify and describe the principal uncertainties and risk factors that in our view at the present time may affect our financial condition, cash flows and results of operations and our forward-looking statements. Readers are reminded that the uncertainties and risks identified below in this annual report do not purport to constitute a comprehensive list of all the uncertainties and risks, which may affect our business and the forward-looking statements in this annual report. In addition, we do not undertake any obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise.

Risks Relating to the Economy, Our Financial Condition and Shareholdings

We have a history of losses and we might not be able to sustain profitability.

Prior to 2012, mainly during our engagement in the Video Solutions Business and except for several non-continuous quarters during 2010 and 2011, we have been operating at a loss. Since 2012, except for the second quarter, and during 2013 and 2014, we have been profitable. As of December 31, 2014, we have accumulated losses of $79.7 million. However, given current market conditions, the demand for our real estate properties and other expenses, we may operate at a loss and may not be able to sustain profitability in the future, and our operating results for future periods will continue to be subject to numerous uncertainties and risks. We cannot assure you that we will be able to increase our revenues and sustain profitability. For further details regarding our cash flow, see Item 5.B. "Liquidity and Capital Resources".

We have experienced significant fluctuations in our results of operations at times in the past and expect these fluctuations to continue. These fluctuations may result in volatility in our share price.

We have experienced at times in the past, and may in the future experience, significant fluctuations in our quarterly and annual results. Factors that may contribute to the fluctuations in our quarterly results of operations include:

- The purchase or failure to purchase real-estate assets;
- Changes in rent prices for our properties;
- Changes in presence of tenants and tenants' insolvency;
- Changes in the availability, cost and terms of financing;
- The ongoing need for capital improvements;
- Changes in foreign exchange rates;
- Changes in interest rates; and
- General economic conditions, particularly in those countries or regions in which we operate.

Historically, our results of operations derived mainly from our Video Solutions Business which was sold pursuant to the Vitec Transaction. More recently and to date, our results of operations are derived mainly from our real estate business. Accordingly, investors should not rely on the results of any past periods prior to 2010 as an indication of our future performance. It is likely that in some future periods, our operating results may be below expectations of public market analysts or investors. If this occurs, the market price of our ordinary shares may drop.

A large percentage of our ordinary shares are held by one shareholder who could significantly influence the outcome of actions.

The Capri Family Foundation, or Capri, a foundation organized under the laws of the Republic of Panama, beneficially own, directly and indirectly through its subsidiaries, approximately 74.07% of our outstanding ordinary shares. For further information, see Item 4.A. "History and Development of The Company" and Item 7.A. "Major Shareholders" below. As a result of such holdings in our ordinary shares, Capri can significantly influence the outcome of corporate actions requiring an ordinary majority approval by our shareholders, including the election of directors and the approval of mergers or other business combination transactions.

We manage our available cash through investments in interest bearing bank deposits and money market funds with leading banks. We are exposed to the credit risk of such banks.

During 2014, our available cash was invested in interest bearing bank deposits and money market funds with various banks. Our available cash is subject to the credit risk of the banks with which the funds are deposited and as such we may suffer losses if those banks fail to repay those deposits.

We may be affected by instability in the global economy, including the recent European economic and financial turmoil.

Instability in the global credit markets, including the recent European economic and financial turmoil related to sovereign debt issues in certain countries, the instability in the geopolitical environment in many parts of the world and other disruptions, such as changes in energy costs, may continue to put pressure on global economic conditions. The world has recently experienced a global macroeconomic downturn, and if global economic and market conditions, or economic conditions in key markets, remain uncertain or deteriorate further, we may experience material adverse impacts on our business, operating results, and financial condition.

The trading price of our ordinary shares has been volatile, and may continue to fluctuate due to factors beyond our control.

The trading price of our ordinary shares is and will continue to be subject to significant fluctuations in response to numerous factors, including:

- Availability of funding resources for the acquisition of new real estate assets;
- General market conditions and other factors, including factors unrelated to our operating performance or the operating performance of our competitors;
- Seizure of a substantial business opportunity by our competitors or us;
- Changes in interest rates;
- Changes in foreign exchange rates;
- The entering into new businesses;
- Quarterly variations in our results of operations or in our competitors' results of operations; and
- Changes in earnings estimates or recommendations by securities analysts.

This volatility may continue in the future. In addition, any shortfall or changes in our revenues, operating income, earnings or other financial results could cause the market price of our ordinary shares to fluctuate significantly. In recent years, the stock market has experienced significant price and trading volume fluctuations, which have particularly affected the market price of many companies and which may not be related to the operating performance of those companies. These broad market fluctuations have affected and may continue to affect adversely the market price of our ordinary shares. In recent years, the trading price of our ordinary shares has been highly volatile. From January 2013 through March 24, 2015, the closing price of our ordinary shares fluctuated reaching a high of $8.21 and decreasing to a low of $4.51. The fluctuations and factors listed above, as well as general economic, political and market conditions may further materially adversely affect the market price of our ordinary shares.

Holders of our ordinary shares who are United States residents face income tax risks.

There is a substantial risk that we are a passive foreign investment company, commonly referred to as PFIC. Our treatment as a PFIC could result in a reduction in the after-tax return to the holders of our ordinary shares and would likely cause a reduction in the value of such ordinary shares. For U.S. federal income tax purposes, we will be classified as a PFIC for any taxable year in which either (i) 75% or more of our gross income is passive income, or (ii) at least 50% of the average value of all of our assets for the taxable year produce or are held for the production of passive income. For this purpose, cash and real estate properties are considered to be an asset, which produces passive income. As a result of our substantial cash position and the decline in the value of our stock, we believe that there is a substantial risk that we became a PFIC during the taxable year ended December 31, 2014, under a literal application of the asset test described above, which looks solely to the market value. If we are classified as a PFIC for U.S. federal income tax purposes, highly complex rules would apply to U.S. holders owning ordinary shares. Accordingly, you are urged to consult your tax advisors regarding the application of such rules. In addition, there can be no assurance that we will not be classified as a PFIC in the future, because the determination of whether we are a PFIC is based upon the composition of our income and assets from time to time, and such determination cannot be made with certainty until the end of a calendar year. United States residents should carefully read "Item 10.E. Taxation" under the heading "United States Federal Income Tax Consequences" below for a more complete discussion of the U.S. federal income tax risks related to owning and disposing of our ordinary shares.

We may continue to seek to expand our business through acquisitions that could result in a diversion of resources and our incurring additional expenses, which could disrupt our business and harm our financial condition.

As we have done in the past, we may in the future continue to pursue acquisitions of businesses, or the establishment of joint ventures, that could expand our business. The negotiation of potential acquisitions or joint ventures as well as the integration of an acquired or jointly developed business, could cause diversion of management's time as well as our resources. Future acquisitions could result in:

- Additional operating expenses without additional revenues;
- Potential dilutive issuances of equity securities;
- The incurrence of debt and contingent liabilities;
- Amortization of bargain purchase gain and other intangibles;
- Impairment charges; and
- Other acquisition-related expenses.

Acquired businesses or joint ventures may not be successfully integrated with our operations. If any acquisition or joint venture were to occur, we may not receive the intended benefits of the acquisition or joint venture. If future acquisitions disrupt our operations, our business may suffer.

We are currently, and may be in the future, the target of securities class action, derivative claim or other litigation, which could be costly and time consuming to defend.

In the past, following a period of volatility in the market price of a company's securities, securities class action lawsuits, derivative claims and other actions have often been taken against public companies and their directors and officers. We may in the future be the target of similar litigation. For example, we have recently received a letter on behalf of shareholders of the Company, demanding us to file a derivative claim against our controlling shareholder and our directors and officers. We informed the Shareholders in December 2014 of the way in which we wish to proceed with respect to the demand. For further details see Item 8. "Financial Information - Legal Proceedings". If any class action, derivative claim or other litigation were brought against us, regardless of its outcome, we would incur substantial costs and our management resources would be diverted to defending such litigation.

We do not intend to pay dividends.

We have never declared or paid any cash dividends on our ordinary shares. We currently intend to retain any future earnings to finance operations and expand our business and, therefore, do not expect to pay any dividends in the foreseeable future.

The extenuations given to us as a foreign private issuer impact our publicly available information.

As a foreign private issuer, we are permitted to file less information with the SEC than a company incorporated in the United States. Accordingly, there may be less publicly available information concerning us than there is for companies incorporated in the United States.

We may fail to maintain effective internal control over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act of 2002.

The Sarbanes-Oxley Act of 2002 imposes certain duties on us and our executives and directors. Our efforts to comply with the requirements of Section 404 have resulted in increased general and administrative expense and a diversion of management time and attention, and we expect these efforts to require the continued commitment of resources. We have documented and tested our internal control systems and procedures in order to comply with the requirements of Section 404. While our assessment of our internal control over financial reporting resulted in our conclusion that as of December 31, 2014, our internal control over financial reporting was effective, we cannot predict the outcome of our testing in future periods. If we fail to maintain the adequacy of our internal controls, we may not be able to ensure that we can conclude on an ongoing basis that we have effective internal controls over financial reporting. Failure to maintain effective internal control over financial reporting could result in investigation or sanctions by regulatory authorities, and could have a material adverse effect on our operating results, investor confidence in our reported financial information, and the market price of our ordinary shares.

Risks Relating to our Real Estate Business

The real estate sector continues to be cyclical and affected by changes in general economic, or other business conditions that could materially adversely affect our business or financial results.

The real estate sector has been cyclical historically and continues to be significantly affected by changes in industry conditions, as well as in general and local economic conditions, such as:

- employment levels;
- availability of financing for homebuyers and for real estate investors/funds;
- interest rates;
- consumer confidence and expenditure;
- levels of new and existing homes for sale;
- demographic trends;
- urban development and changes;
- housing demand;
- local laws and regulations; and
- acts of terror, floods or earthquakes.

These may occur on a global scale, like the recent housing downturn, or may affect some of the regions or markets in which we operate. An oversupply of alternatives to our real estate properties can also reduce our ability to lease spaces and depress lease prices, thus reducing our margins.

As a result of the foregoing matters, we may face difficulties in the leasing of our projects and we may not be able to recapture any increased costs by raising lease payments.

We rely on one large property for a significant portion of our revenue.

As of December 31, 2014, our commercial property in Geneva, Switzerland, accounted for approximately 80% of our portfolio annualized rent. Our revenue would be materially adversely affected if this property was materially damaged or destroyed. Additionally, our revenue would be materially adversely affected if rental payments at this property decrease or if tenants at this property fail to timely make rental payments due to adverse financial conditions or otherwise, default under their leases or file for bankruptcy. For further information regarding our property in Geneva, Switzerland, see Item 4.B. “Business Overview - Properties”.

With respect to our commercial properties, we are dependent on the continued tenant demand for our properties. If there is a decrease in tenant demand and an increase in vacancy of our commercial properties, it would adversely affect our financial condition and results of operations.

We own, through our subsidiaries, certain holdings in several commercial real estate properties, which are currently leased to third parties. In all of our commercial properties we rely on a few tenants which occupy a significant portion of the available rentable area in such properties. For further details regarding the leases of tenants in our properties see Item 4.B. “Business Overview - Properties”. If the lease agreements with such tenants are terminated, there is no assurance that we will be able to attract new lessees in favorable terms or at all, which would materially adversely affect our financial condition and results of operations.

Economic recession, pressures that affect consumer confidence, job growth, energy costs and income gains can affect the financial condition of prospective tenants, and a continuing soft economic cycle may impact our ability to find tenants for our properties. Failure to attract tenants, the termination of a tenant's lease, or the bankruptcy or economic decline of a tenant may adversely affect the rent fees for our properties and adversely affect our financial condition and results of operations.

We may have difficulties leasing real-estate properties.

The fixed income real-estate sector relies on the presence of tenants in the real-estate assets. The failure of a tenant to renew its lease, the termination of a tenant's lease, or the bankruptcy or economic decline of a tenant can have a material adverse effect on the economic performance of the real-estate asset. There can be no assurance that if a tenant were to fail to renew its lease, we would be able to replace such tenant in a timely manner or that we could do so without incurring material additional costs. In addition, we are dependent on our ability to enter into new leases on favorable terms with third parties, in order to receive a profitable price for each real-estate property. We may find it more difficult to engage tenants to enter into leases during periods when market rents are increasing, or when general consumer activity is decreasing, or if there is competition for tenants from competing properties. The existence of competitive alternatives could have a material adverse effect on our ability to lease space and on the level of rents we can obtain. The global economic condition, pressures that affect consumer confidence, job growth, energy costs and income gains can affect retail sales growth, and a continuing soft economic cycle, may impact our ability to find tenants for our properties. Failure to attract tenants, the termination of a tenant's lease, or the bankruptcy or economic decline of a tenant may adversely affect the price obtainable for our real estate projects and adversely affect our financial condition and results of operations. The failure of tenants to abide by the terms of their agreements may cause delays or result in a temporary or long term decline in rental income, the effects of which we may not be able to offset due to difficulties in finding a suitable replacement tenant.

We are depended on the solvency of our tenants and may lease properties at below expected rental rates.

Rental leases may decrease below our expectations. In the case of such decrease, or if circumstances arise beyond our control, such as market prices, market demand and negative trends, we may have to sell a project at a price below our projections. In addition, we could be in a position where there would be no demand at acceptable prices and we would be required to hold, operate and maintain the project until the financial environment would improve and allow its disposal.

In addition, the ability to collect rents depends on the solvency of the tenants. Tenants may be in default or not pay on time, or we may need to reduce the amount of rents invoiced by lease incentives, to align lease payments with the financial situation of some tenants. In all of these cases, tenant insolvency may hurt our operational results.

We may experience future unanticipated expenses.

Our performance depends, among others, on our ability to pay for adequate maintenance, insurance and other operating costs, including real estate taxes. All of these expenditures could increase over time, and may be more expensive than anticipated. Sources of labor and materials required for maintenance, repair, capital expenditure or development may also be more expensive than we expected. An unplanned deviation from one of the above expenditures, and other, could increase our operating costs.

The fair value of our real estate may be harmed by certain factors, which may entail impairment losses not previously recorded which, in turn, will adversely affect our financial results.

Certain circumstances may affect the fair value of our real estate assets, including, among other things, (i) the absence of or modifications to permits or approvals required for the operation of any real estate asset; (ii) lawsuits that are pending, whether or not we are a party thereto, may have a significant impact on our real estate assets and/or on certain of our shareholding rights in the companies owning such assets. In addition, certain laws and regulations, applicable to our business in certain countries where the legislation process undergoes constant changes, may be subject to frequent and substantially different interpretations; (iii) agreements which may be interpreted by governmental authorities so as to shorten the term of use of real estate, and which may be accompanied with a demolition order with or without compensation, may significantly affect the value of such real estate asset. The fair value of our real estate assets may be significantly decreased, thereby resulting in potential impairment losses not previously recorded in our financial results.

Since market conditions and other parameters (such as macroeconomic environment trends, and others), which affect the fair value of our real estate, vary from time to time, the fair value may not be adequate on a date other than the date the measurement was executed (in general, immediately after the annual balance sheet date). In the event the projected forecasts regarding the future cash flows generated by those assets are not met, we may have to record an additional impairment loss not previously recorded.

In addition, any change in the yield rate of any of our real estate assets may cause a significant decrease to the fair value of such assets, thereby resulting in potential impairment losses not previously recorded in our financial results.

We may experience difficulties in finding suitable real-estate properties for investment, either at all or at viable prices.

Being a company that engages in investments in real-estate, finding a suitable real-estate property for investment is critical to our income. Such finding becomes difficult as the demand for real-estates in the markets we are involved in grows, and the supply decreases. Therefore, difficulties in finding suitable real-estate properties for investment may affect our growth and the number of assets we have to offer, and therefore materially affect our potential profit and our business and results of operation.

The choice of suitable locations for real estate projects is an important factor in the success of the individual projects. For example, office space should ideally be located within, or near, the city center, with well-developed transportation infrastructure (road and rail) located in close proximity to facilitate customer access. If we are not able to find sites in the target cities which meet our criteria or which meet our price range, this may materially adversely affect our business and results of operation.

In addition, we may be unable to proceed with the acquisition of properties because we cannot obtain financing on favorable terms or at all. We may require substantial up-front expenditures for property acquisition. Accordingly, we may require substantial amounts of cash and financing from banks and other capital resources (such as institutional investors and/or the public) for our real estate operations. We cannot be certain that such external financing would be available on favorable terms or on a timely basis or at all.

We face risks associated with property acquisitions.

We may acquire individual properties and portfolios of properties, including large portfolios that could significantly increase our size and alter our capital structure. Our acquisition activities may be exposed to, and their success may be adversely affected by, the following risks:

- even if we enter into an acquisition agreement for a property, it is usually subject to customary conditions to closing, including due diligence investigations to our satisfaction;
- we may be unable to finance acquisitions on favorable terms or at all;
- acquired properties may fail to perform as we expected;
- we may not be able to obtain adequate insurance coverage for new properties; and
- we may be unable to quickly and efficiently integrate new acquisitions, particularly acquisitions of portfolios of properties, into our existing operations, and therefore our results of operations and financial condition could be adversely affected.

We may acquire properties or property holding companies subject to liabilities and without any recourse, or with only limited recourse, with respect to unknown liabilities. As a result, if a liability were asserted against us arising from our ownership of those properties, we might have to pay substantial sums to settle it, which could adversely affect our cash flow. Unknown liabilities with respect to properties acquired might include:

- liabilities for clean-up of undisclosed environmental contamination;
- claims by tenants, vendors or other persons arising from dealing with the former owners of the properties;
- liabilities incurred in the ordinary course of business; and
- claims for indemnification by general partners, directors, officers and others indemnified by the former owners of the properties.

We may not be able to raise additional financing for our future capital needs on favorable terms, or at all, which could limit our growth and increase our costs and could adversely affect the price of our ordinary shares.

Real estate activities are largely financed from external sources. We cannot be certain that we will be able to obtain financing on favorable terms for our future real estate activities, or at all. In addition, an adverse change can occur in the terms of the financing that we receive. Any such occurrence could increase our financing costs and/or result in a material adverse effect on our results and ability to develop our real estate business. The amount of long term loans currently outstanding may inhibit our ability to obtain additional financing for our future capital needs, inhibit our long-term expansion plans, increase our costs and adversely affect the price of our ordinary shares.

We received net proceeds in the amount of approximately $67 million from our secondary public offering in March 2000, and we spent approximately $37 million in cash as a component of the consideration paid to acquire Viewgraphics Inc. and certain other assets. Since then, we have only raised a total of $10 million from Mr. Wyler, who was considered, until September 12, 2012, our controlling shareholder (and is affiliated to our current controlling shareholder - see Item 7.A. “Major Shareholders”, below), and as of the date of this annual report serves as the Chief Executive Officer of our subsidiary, Optibase Inc, in two private placements, which took place in June 2008 and in May 2011. For further details on such placements see Item 7.B “Related Party Agreements”.

It is probable that we will need to raise additional capital in the future to support our strategic plans. We cannot be certain that we will be able to obtain additional financing on commercially reasonable terms or at all. If we are unable to obtain additional financing, this could inhibit our growth and increase our operating costs.

An adverse change in the Swiss real estate market will adversely affect our results of operations.

Two out of our investments, including our most significant property (the CTN complex in Geneva), are located in Switzerland. During 2013 and throughout 2014, as Swiss interest rates declined further, the Swiss real estate prices remained stable in most segments, while other segments were showing signs of increase mainly due to the low interest rates and lack of investments alternatives. At the same time, there was no increase in the demand for new rental spaces and the rental market appeared to be slowing down further, in particular the demand for prime office space and the price for such real estate properties. Any significant adverse change in the real estate market in Switzerland, such as decline in the real estate rates or decrease in demand for the type of properties we own, will adversely affect our results of operations.

An adverse change in the U.S. real estate market will adversely affect our results of operations.

We own, through our wholly-owned subsidiary, several real estate properties located in Philadelphia, Texas and Miami, in the U.S. During 2013, the pressure on properties’ pricing have eased somewhat and the U.S. real estate market was showing signs of stabilization and an increase towards the end of the year. During 2014 the U.S. real estate market has shown signs of improvement and a consistent increase in assets prices as the demand for investments increased significantly also driven by financial institutions increased willingness to finance new transactions along with low interest rates. Any significant adverse change in the real estate market in the United States, such as decline in the real estate rates or decrease in demand for the type of properties we own, will adversely affect our results of operations.

With respect to our residential properties in Miami, Florida, the success of our investment will depend on market conditions.

We own, through our wholly-owned subsidiary, 25 residential properties in Miami and Miami Beach, Florida, including 21 luxury condominium units and two penthouse units in the Marquis Residences, one penthouse unit in Ocean One Condominium and one condominium units in the Continuum on South Beach Condominium. To date, 23 of the units have been fully constructed and are in rentable condition, while two penthouses are still undergoing renovations and remodeling. Currently 16 of the 23 units are occupied by tenants and the remaining units are being marketed to potential tenants and potential buyers. For further information, see Item 4.B. "Business Overview - Real Estate Business".

We intend to keep holding the units for investment purposes and will consider renting or selling the units in accordance with our business considerations and market conditions. Depending on our decision, we may be unable to sell or lease up these condominium properties on schedule or on favorable terms, which may result in a decrease in expected rental revenues and/or lower yields, if any.

The illiquidity of real-estate properties may affect our ability to sell our properties.

Real estate properties in general are relatively illiquid. Such illiquidity may affect the ability to dispose of or liquidate part of real-estate assets in a timely fashion and at satisfactory prices in response to changes in the economic environment, the real estate market or other conditions.

Cause of physical damages and other nature losses may affect our properties.

Properties could suffer physical damage caused by fire or other causes, resulting in losses which may not be fully compensated by insurance. In addition, there are certain types of losses, generally of a catastrophic nature, such as earthquakes, floods, terrorism or acts of war that may be uninsurable or are not economically insurable. Inflation, changes in building codes and ordinances, environmental considerations and other factors, including terrorism or acts of war, also might result in insurance proceeds being insufficient to repair or replace a property if it is damaged or destroyed. Under such circumstances, the insurance proceeds may be inadequate to restore the economic position with respect to the affected properties. Should an uninsured loss or a loss in excess of insured limits occur, we could lose capital invested in the affected property as well as anticipated profits from that property. No assurance can be given that material losses in excess of insurance proceeds will not occur in the future.

Competition for acquisitions may reduce the number of acquisition opportunities available to us and increase the costs of those acquisitions.

We plan to continue acquiring properties as we are presented with attractive opportunities. We may face competition for acquisition opportunities from other investors, particularly private investors who can incur more leverage, and this competition may adversely affect us by subjecting us to the following risks:

- an inability to acquire a desired property because of competition from well-capitalized real estate investors, including publicly traded and privately held REITs, private real estate funds, domestic and foreign financial institutions, life insurance companies, sovereign wealth funds, pension trusts, partnerships and individual investors; and

- an increase in the purchase price for such acquisition property, in the event we are able to acquire such desired property.

Environmental discoveries may have a significant impact on the value, viability and marketability of our assets.

We may encounter unforeseen decrease in value of our assets due to factors beyond our control caused by previously unknown soil contamination or the discovery of archaeological findings which may have a significant impact and a detrimental effect on the value, viability or marketability of our assets or cause legal liability in connection with our real estate properties. We may be liable for the costs of removal, investigation or remedy of hazardous or toxic substances located on or in a site owned or leased by us, regardless of whether we were responsible for the presence of such hazardous or toxic substances. The costs of any required removal, investigation or remedy of such substances may be substantial and/or may result in significant budget overruns. The presence of such substances, or the failure to remedy such substances properly, may also adversely affect our ability to sell or lease such property or to obtain financing using the real estate as security. Additionally, any future sale of such property will be generally subject to indemnities and warranties to be provided by us to the purchaser against such environmental liabilities. Accordingly, we may continue to face potential environmental liabilities with respect to a particular property even after such property has been sold. Laws and regulations may also impose liability for the release of certain materials into the air or water from a property, and such release can form the basis for liability to third persons for personal injury or other damages. Other laws and regulations can limit the development of, and impose liability for, the disturbance of wetlands or the habitats of threatened or endangered species. Any environmental issue may significantly cause decrease in value of our assets or vacancy periods in our leased properties, which could have a material adverse effect on the profitability of that asset and our results of operations and cash flows.

We depend on partners in our partnerships and collaborative arrangements.

We are currently, with respect to our real-estate properties in Geneva, Switzerland, Philadelphia and Texas, and we may, in the future, own interests in real-estate assets or real-estate holding companies in partnership with other entities. Our investments in these partnerships may, under certain circumstances, be subject to (i) the risk that one of our partners may become bankrupt or insolvent or may not fulfill its financial obligations under our partnership agreements, which may cause us to provide financing in excess of our ownership share or which may cause us to be unable to fulfill our financial obligations, possibly triggering a default under our bank financing agreements or, in the event of a liquidation, preventing us from managing or administering our business or entail a compulsory sale of the asset at less favorable terms; (ii) the risk that one of our partners may have economic or other interests or goals that are inconsistent with our interests and goals, and that such partner may be in a position to veto actions which may be in our best interests; and (iii) the possibility that disputes may arise regarding the continued operational requirements of our assets that are jointly owned. In addition, we hold approximately 20% and approximately 4%, respectively, of the beneficial interest in the real-estate properties located in Philadelphia and Texas. Our minority interest causes us to rely on our partners to manage the properties, and our influence over decisions regarding the properties and their management is limited.

We may suffer adverse consequences if our revenues decline since our operating costs do not necessarily decline in proportion to our revenue.

We earn a significant portion of our income from renting our properties. Our operating costs, however, do not fluctuate in relation to changes in our rental revenue. As a result, our costs will not necessarily decline even if our revenues do. Similarly, our operating costs could increase while our revenues stay flat or decline. In either such event, we may be forced to borrow to cover our costs or we may incur losses.

Risks Relating to the Sale of our Video Solutions Business

On March 16, 2010 we and our subsidiary, Optibase Inc., entered into an asset purchase agreement for the sale of all of the assets and liabilities related to our Video Solutions Business. For further details see Item 10.C “Material Contracts”. The following is a risk related to the sale of our Video Solutions Business:

We have been and may, in the future, be subject to further review in connection with government programs that we participated in or received.

During our activities in the Vitec Solutions Business, we received grants from the Office of the Chief Scientist, or the OCS, in the Israeli Ministry of Industry, Trade and Labor for research and development programs that meet specified criteria. In addition, we were also involved in joint research projects with European Companies under the auspices of, and with financial assistance from, the European Union Research and Development Framework Programs. We have been active contributors in many such projects and have been the coordinator of three: VideoGateway, MUFFINS and TIRAMISU.

In that respect, during 2009 and 2010 we were audited by the European Union, or the EU, for grants received under three FP6 contracts. As a result of the audit findings implementation, during 2012, we paid an aggregate amount of approximately Euro 340,000 which settled and concluded the financial audit.

Furthermore, we are currently undergoing an audit by the OCS for royalties paid before the sale of our Video Solutions Business. A payment to the OCS will adversely affect our cash flow, although from financial prospective, at this time, we believe that we have sufficient provisions to cover the final outcome of such review processes. For further details see Item 4.B "Business Overview - Remaining items of the Video Solution Business".

In addition to such audits, we may in the future be subject to further reviews in connection with government programs that we participated in or received during our activities in the Video Solutions Business. Any review of such kind could result in substantial cost which would have a negative impact on our financial condition.

Risks Relating to Operations in Israel

The rights and responsibilities of our shareholders are governed by Israeli law and differ in some respects from the rights and responsibilities of shareholders under U.S. law.

We are incorporated under Israeli law. The rights and responsibilities of holders of our ordinary shares are governed by our articles of association and by the Israeli Companies Law, 1999, or the Companies Law. These rights and responsibilities differ in some respects from the rights and responsibilities of shareholders in typical U.S. corporations. In particular, pursuant to the Companies Law each shareholder of an Israeli company has to act in good faith in exercising his or her rights and fulfilling his or her obligations toward the company and other shareholders and refrain from abusing his or her power in the company, including, among other things, in voting at the general meeting of shareholders and class meetings, on amendments to a company's articles of association, increases in a company's authorized share capital, mergers, and transactions requiring shareholders' approval under the Companies Law. In addition, a controlling shareholder of an Israeli company or a shareholder who knows that it possesses the power to determine the outcome of a shareholder vote, or who has the power to appoint or prevent the appointment of a director or officer in the company, or has other powers toward the company, has a duty of fairness toward the company. However, Israeli law does not define the substance of this duty of fairness. Because Israeli corporate law has undergone extensive revision in recent years, there is little case law available to assist in understanding the implications of these provisions that govern shareholder behavior.

Because a significant amount of our revenues is generated in Swiss Francs but a portion of our expenses are incurred in New Israeli Shekels and in US dollars, our results of operations may be harmed by currency fluctuations.

Our management believes that the U.S. dollar is the currency in the primary economic environment in which we operate. Thus, our functional and reporting currency is the U.S. dollar. Notwithstanding, we generate a significant amount of our revenues in CHF (Swiss Franc) and incur a portion of our expenses in NIS and in U.S. dollars. As a result, we are exposed to currency fluctuation of the U.S. dollar against the CHF and the NIS, and to the CHF corresponding interest rate.

The fluctuations in the dollar costs of our operations in Israel related primarily to the costs of salaries in Israel, which are paid in NIS and constitute a portion of our expenses. We cannot assure you that we will not be adversely affected in the future if inflation in Israel exceeds the fluctuation of NIS against the U.S dollars and against the CHF or if the timing of such fluctuation lags behind increases in inflation in Israel.

Our operations could also be adversely affected if we are unable to guard against currency fluctuations in the future. Accordingly, we may enter into currency hedging transactions to decrease the risk of financial exposure from fluctuations. These measures, however, may not adequately protect us from adverse effects due to the impact of inflation in Israel.

The inflation rate in Israel was approximately 1.6% in 2012, approximately 1.8% in 2013 and a deflation of approximately 0.2% in 2014. The changes of the NIS against the dollar was an appreciation of approximately 2.3% in 2012, and approximately 7% in 2013 and a devaluation of approximately 12% in 2014 and the changes of the NIS against the CHF was a devaluation of approximately 0.4% in 2012, and appreciation of approximately 4.4% in 2013 and a devaluation of approximately 0.8% in 2014. The appreciation of the CHF against the dollar was approximately 2.7% in 2012, 2.7% in 2013 and a devaluation of approximately 10% in 2014.

Potential political, economic and military instability in Israel and its region may adversely affect our results of operations.

We are incorporated under the laws of the State of Israel, our principle offices are located in central Israel and some of our officers, employees and directors are residents of Israel. Accordingly, political, economic and military conditions in Israel and the surrounding region may directly influence us. Since the establishment of the State of Israel in 1948, a number of armed conflicts have taken place between Israel and its Arab neighbors, and a state of hostility, varying from time to time in intensity and degree, has led to security and economic problems for Israel. Any hostilities involving Israel or the interruption or curtailment of trade within Israel or between Israel and its trading partners could adversely affect our operations and results of operations and could make it more difficult for us to raise capital. In addition, recent political uprisings and conflicts in various countries in the Middle East, including Egypt and Syria, are affecting the political stability of those countries. It is not clear how this instability will develop and how it will affect the political and security situation in the Middle East. This instability has raised concerns regarding security in the region and the potential for armed conflict. It is also widely believed that Iran, which has previously threatened to attack Israel, has been stepping up its efforts to achieve nuclear capability. Iran is also believed to have a strong influence among extremist groups in the region, such as Hamas in Gaza and Hezbollah in Lebanon. The tension between Israel and Iran and/or these groups may escalate in the future and turn violent, which could affect the Israeli economy generally and us in particular. Any armed conflicts, terrorist activities or political instability in the region could adversely affect our business conditions, harm our results of operations and adversely affect our share price. No predictions can be made as to whether or when a final resolution of the area's problems will be achieved or the nature thereof and to what extent the situation will impact Israel's economic development or our operations.

Anti-takeover provisions could negatively impact our shareholders.

The Companies Law provides that certain purchases of securities of a public company are subject to tender offer rules. As a general rule, the Companies Law prohibits any acquisition of shares in a public company that would result in the purchaser holding 25% or more, or more than 45% of the voting power in the company, if there is no other person holding 25% or more, or more than 45% of the voting power in a company, respectively, without conducting a special tender offer.

The Companies Law further provides that a purchase of shares or voting rights of a public company or a class of shares of a public company, which will result in the purchaser's holding 90% or more of the company's shares or class of shares, is prohibited unless the purchaser conducts a full tender offer for all of the company's shares or class of shares. The purchaser will be allowed to purchase all of the company's shares or class of shares (including those shares held by shareholders who did not respond to the offer), if either (i) the shareholders who do not accept the offer hold, in the aggregate, less than 5% of the issued and outstanding share capital of the company or of the applicable class, and more than half of the shareholders who do not have a personal interest in the offer accept the offer, or (ii) the shareholder who do not accept the offer hold less than 2% of the issued and outstanding share capital of the company or of the applicable class. The shareholders, including those who indicated their acceptance of the tender offer (except if otherwise detailed in the tender offer document), may, at any time within six months following the completion of the tender offer, petition the court to alter the consideration for the acquisition. At the request of an offeree of a full tender offer which was accepted, the court may determine that the consideration for the shares purchased under the tender offer, was lower than their fair value and compel the offeror to pay to the offerees the fair value of the shares. Such application to the court may be filed as a class action.

In addition, the Companies Law provides for certain limitations on a shareholder that holds more than 90% of the company's shares, or class of shares.

Israeli courts might not enforce judgments rendered outside of Israel, which may make it difficult to collect on judgments rendered against us.

We are incorporated in Israel. Most of our directors and officers are not residents of the United States and some of their assets and our assets are located outside the United States. Service of process upon our non-U.S. resident directors and officers and enforcement of judgments obtained in the United States against us, and our directors and executive officers may be difficult to obtain within the United States.

We have been informed by our Israeli legal counsel, that there is doubt as to the enforceability of civil liabilities under U.S. securities laws in original actions instituted in Israel. However, subject to certain time limitations, an Israeli court may declare a foreign civil judgment enforceable if it finds that all of the following terms are met:

- The judgment was rendered by a court which was, according to the laws of the state of the court, competent to render the judgment;
- The judgment can no longer be appealed;
- The obligation imposed by the judgment is enforceable according to the rules relating to the enforceability of judgments in Israel and the substance of the judgment is not contrary to public policy; and
- The judgment is executory in the state in which it was given.

Even if the above conditions are satisfied, an Israeli court will not enforce a foreign judgment if it was given in a state whose laws do not provide for the enforcement of judgments of Israeli courts (subject to exceptional cases) or if its enforcement is likely to prejudice the sovereignty or security of the State of Israel. An Israeli court will also not declare a foreign judgment enforceable in the occurrence of any of the following:

- The judgment was obtained by fraud;
- There was no due process;
- The judgment was rendered by a court not competent to render it according to the laws of private international law in Israel;
- The judgment is at variance with another judgment that was given in the same matter between the same parties and which is still valid; or
- At the time the action was brought in the foreign court a suit in the same matter and between the same parties was pending before a court or tribunal in Israel.

ITEM 4. INFORMATION ON THE COMPANY

4.A. HISTORY AND DEVELOPMENT OF THE COMPANY

History

We are a real estate company engaged through our subsidiaries in purchasing and operating of real estate properties intended for leasing and resale primarily for the purpose of commercial, industrial, office space use as well as for residential purposes.

We were founded and incorporated in the State of Israel in 1990 under the name of Optibase Advanced Systems (1990) Ltd. In November 1993 we changed our name to Optibase Ltd. Our ordinary shares have been trading on The NASDAQ Global Market under the symbol "OBAS" since our initial public offering on April 7, 1999.

We listed our ordinary shares for trade on the Tel Aviv Stock Exchange Ltd., or the TASE, on August 6, 2007. On September 23, 2008, we decided to delist our ordinary shares from trade on the TASE. The delisting of our ordinary shares from trade on the TASE was effective on September 28, 2008. The last day for trading of our ordinary shares on the TASE was September 24, 2008.

Commencing in February 2001, Festin Management Corp., a British Virgin Island corporation jointly owned by Shlomo (Tom) Wyler and Arthur Mayer-Sommer started to acquire our ordinary shares on the open market. On September 10, 2004, Festin Management Corp. transferred all of its holdings in us to its shareholders. In addition, during 2008 and 2011, we issued an aggregate number of 1,063,381 ordinary shares in a private placement to Mr. Wyler, who was considered, until September 12, 2012, our controlling shareholder, and as of the date of this annual report, serves as the Chief Executive Officer of our subsidiary Optibase Inc. Since 2012, Capri, our current controlling shareholder, and Gesafi Real Estate S.A., a Panama Corporation, or Gesafi, acquired 1,797,290 of our ordinary shares from Mr. Wyler. In addition, during November 2013, Gesafi transferred all of our ordinary shares held by it to Capri and on December 31, 2013, we issued a net sum of 1,300,580 of our ordinary shares to Capri, in consideration for twelve luxury condominium units purchased by us. During January-February 2015, Capri acquired additional 71,229 of our ordinary shares in two different transactions with an unrelated third party and on the Nasdaq Global Market. For additional information see Item 7.A. “Major Shareholders”.

Since our foundation we were engaged in the Video Solution Business. On May 11, 2009, our board of directors resolved to expand and diverse our operations and enter into the fixed-income real estate sector. Our board of directors believed that due to the global financial crisis, the fixed-income real estate sector has become attractive and presents new business opportunities, and determined that there are opportunities, especially in Central and Western Europe and North America that are potentially beneficial for us and our shareholders that should be pursued. At a special shareholders meeting held on June 25, 2009, our shareholders approved the diversification of our operations by entering into the fixed income real-estate sector. Such approval was sought solely for cautionary purposes and without any obligation to do so. As of the date hereof, we have entered into certain agreements for the purchase of real estate assets. For further information, see Item 4.B "Business Overview" and Item 10.C "Material Contracts".

On March 16, 2010, we and our subsidiary, Optibase Inc., entered into an asset purchase agreement with Optibase Technologies Ltd. and Stradis Inc., wholly owned subsidiaries of S.A. Vitec (also known as Vitec Multimedia), pursuant to which Optibase Technologies Ltd. and Stradis Inc. purchased all of the assets and liabilities related to our video solutions business. The closing of the transaction occurred on July 1, 2010.

In addition, we held, on a fully diluted basis, approximately 2.04% of the issued and outstanding share capital of Mobixell Networks Inc., or Mobixell, a private company which designs, develops and markets solutions for mobile rich media adaptation, optimization and delivery. As of December 31, 2012, such investment was written off completely in our financial reports for 2012. In January 2014 we sold all of our holdings in Mobixell to Flash Networks Ltd., or FN, without consideration, since Mobixell entered into a share acquisition agreement with FN.

Our principal executive offices are located at 10 Hasadnaot Street, Herzliya 4672837, Israel, and our telephone number at that location is +972-73-7073700. Our website is located at www.optibase-holdings.com. We use a local agent in California for administrative purposes and domestic filings, which is Formation Solutions Inc. 400 Continental Boulevard, 6th Floor El Segundo, CA 90245.

Reverse Share Split

On August 16, 2012, and following the approval by our board of directors, our shareholders approved a one-for-five reverse share split of our ordinary shares, or the Reverse Share Split. The Reverse Share Split was effective on September 27, 2012 and reduced our authorized ordinary shares to 6,000,000 shares. The exercise price and the number of shares issuable pursuant to our outstanding options have been adjusted pursuant to the terms of such instruments in connection with the Reverse Share Split. No fractional ordinary shares were issued in connection with the Reverse Share Split, and all such fractional shares were rounded to the nearest whole number of ordinary shares.

4.B. BUSINESS OVERVIEW

The real estate market includes the purchasing and operating of real estate properties intended for leasing and resale primarily for the purpose of commercial, industrial, office space, parking garage, warehouse use as well as for residential purposes. The real estate market is affected by growth or slowdown in the economy, and by changes in the demand and the available supply of commercial and/or residential properties, as well as the construction of additional commercial and/or residential properties. The real estate market is also affected by governmental, municipal and tax authority policies regarding planning, building, marketing and taxation of land.

Commencing in the fourth quarter of 2008 and as a result of the global economic and financial market crisis, there has been a slowdown in the real estate market which is evidenced by a decline in the number of real estate transactions, a reduction in the availability of credit sources, an increase in financing costs and stricter requirements by banks for providing such financing. During the last year, the situation has changed in some of the real estate markets we are active in (*i.e.* Central and Western Europe and North America) as interest rates decreased and financial institutions are more inclined to grant financing for qualified assets. This has led to increased demand for real estate properties and an increased volume of transactions in most asset classes.

Our strategy in our real estate activities is to become a substantial owner of properties. To achieve this goal, we intend to pursue a number of operating and growth strategies, which include:

- purchase of real estate mainly in Central and Western Europe, North America and Israel;
- developing and improving existing real estate;
- maximize the leasing of existing properties to commercial users;
- increase and develop unused building rights in our existing properties; and
- acquire additional commercial, residential and other real estate assets in light of market conditions, while diversifying our real estate property base.

As of the date of this annual report, our portfolio includes the holdings of interests in four operating commercial properties as well as condominium units in three residential projects.

Properties

The following table provides details regarding real-estate assets properties wholly owned or controlled by us or by our subsidiaries, as of the date of this annual report:

Property	Location	Acquisition date	Company Stake	Nature of Rights	Property Type	Net Rentable Square Meters Excluding Redevelopment Space[1]	Annualized Rent ($000)[2]	Rate of Occupancy [3]	Annualized Rent per Occupied Square Meter ($)[4]	NOI ($000) [5]
Centre des Technologies Nouvelles (CTN)	Geneva, Switzerland	March 2, 2011	51%	Ownership with land lease	Commercial	34,271	10,363	95%	320	9,696
Rümlang	Rümlang, Switzerland	October 29, 2009	100%	Ownership	Commercial	12,500	1,597	96%	134	1,558
Miami, Florida*	Miami, Florida	2010-2013	100%	Ownership	Residential - Condominium Units	4,258	774	72%	252	(93)
Portfolio Total/ Weighted Average	-	-	-	-	-	**51,029**	**12,734**	**93%**	**268**	**11,161**

* We hold several residential and condominium units located in Miami, Florida, all of which are 100% indirectly owned by our subsidiary Optibase Inc., as follows: (1) 21 units in the Marquis Residences (including a total of 3,231 net rentable square meters excluding redevelopment space), acquired on December 30, 2010; (2) three penthouse units in the Marquis Residences and Ocean One condominium in Sunny Isles Beach (including a total of 757 net rentable square meters excluding redevelopment space), acquired on April 9, 2013 and on August 22, 2013; and (3) one unit in the Continuum on South Beach Condominium (including a total of 270 net rentable square meters excluding redevelopment space), acquired on December 31, 2013.

(1) Net rentable square meters at a building represents the current square meter at that building under lease as specified in the lease agreements plus management's estimate of space available for lease based on engineering drawings. Net rentable square meter includes tenants' proportional share of common areas but excludes space held for redevelopment.

(2) Annualized rent represents the monthly contractual rent under existing leases as of December 31, 2014 multiplied by 12.

(3) Excludes space held for redevelopment. Includes unoccupied space for which we are receiving rent and excludes space for which leases had been executed as of December 31, 2014, but for which we are not receiving rent. We estimate the total square meter available for lease based on a number of factors in addition to contractually leased square meter, including available power, required support space and common area.

(4) Annualized rent per square meter represents annualized rent as computed above, divided by the total square meter under lease as of the same date.

(5) Net Operating Income, or NOI, is a non-GAAP financial measure. The most directly comparable GAAP financial measure is operating income, plus real estate depreciation and amortization and general and administrative expenses less gain on sale of operating properties. We use NOI internally as a performance measure and believe that NOI provides useful information to investors regarding our financial condition and results of operations because it reflects only those income and expense item that are incurred at the property level.

A reconciliation of operating income to NOI is as follows:

Net operating income NOI (Non-GAAP):	Thousands US$
CTN	9,696
Rumlang	1,558
Miami	(93)
Total (“NOI”) (Non-GAAP)	11,161
less:	
Real estate depreciation and amortization	3,813
General and administrative	2,167
Gain on sale of operating properties	(2,709)
Operating income	7,890

We consider the NOI to be an appropriate supplemental non-GAAP measure to operating income because it assists management, and thereby investors, to understand the core property operations prior to depreciation and amortization expenses and general and administrative costs. In addition, because prospective buyers of real estate have different overhead structures, with varying marginal impact to overhead by acquiring real estate, we consider the NOI to be a useful measure for determining the value of a real estate asset or groups of assets.

The metric NOI should only be considered as supplemental to the metric operating income as a measure of our performance. NOI should not be used as a measure of our liquidity, nor is it indicative of funds available to fund our cash needs, including our ability to pay dividends or make distributions. NOI should also not be used as a supplement to, or substitute for, cash flow from operating activities (computed in accordance with generally accepted accounting principles in the United States).

The following table provides details regarding our non-controlled real-estate assets or projects in which we indirectly own a minority stake, as of the date of this annual report:

Property less:	Location	Acquisition date	Company Stake	Nature of Rights	Property Type	Net Rentable Square Feet Excluding Redevelopment Space[1]	Annualized Rent ($000)[2]	Rate of Occupancy [3]	Annualized Rent per Occupied Square Feet ($)[4]
2 Penn Center Plaza	Philadelphia, Pennsylvania	October 12,2012	19.66%	Beneficial interest in the owner of the property	Commercial	523,554	10,254	85%	23
Texas Shopping Centers Portfolio	Houston, Dallas, San Antonio, Texas	December 31,2012	4%	Beneficial interest in the portfolio	Commercial	2,404,717	28,280	93%	13
Portfolio Total/ Weighted Average	-	-	-	-	-	**2,928,271**	**38,534**	**92%**	**14**

(1) Net rentable square feet at a building represents the current square meter at that building under lease as specified in the lease agreements plus management's estimate of space available for lease based on engineering drawings. Net rentable square meter includes tenants' proportional share of common areas but excludes space held for redevelopment.

(2) Annualized rent represents the monthly contractual rent under existing leases as of December 31, 2014 multiplied by 12.

(3) Excludes space held for redevelopment. Includes unoccupied space for which we are receiving rent and excludes space for which leases had been executed as of December 31, 2014, but for which we are not receiving rent. We estimate the total square meter available for lease based on a number of factors in addition to contractually leased square meter, including available power, required support space and common area.

(4) Annualized rent per square meter represents annualized rent as computed above, divided by the total square meter under lease as of the same date.

Set forth below is additional information with respect to our projects:

Geneva, Switzerland

On March 3, 2011, we acquired, through our newly owned subsidiary, an office building complex in Geneva, Switzerland known as Centre des Technologies Nouvelles, or CTN complex. The acquisition was undertaken by OPCTN S.A., or OPCTN, a Luxembourg company owned 51% by Optibase and 49% by The Phoenix Insurance Company Ltd and The Phoenix Comprehensive Pension, or, collectively, Phoenix. OPCTN executed the transaction by acquiring all of the shares of the property owner, Eldista. The seller, Apollo CTN. S.a.r.l, is an entity majority owned by area property partners.

The CTN complex is a six-building complex located in the Plan-Les-Ouates business park in the outskirts of Geneva. The complex includes approximately 35,000 square meters of leasable space (approximately 377,000 square feet), is currently leased to 51 tenants, primarily in the field of advanced industries including biotech electronic and information technology industries, and is currently 95% occupied.

The following table sets forth certain information regarding leases of tenants in the CTN Complex, as of December 31, 2014:

	Number of tenants whose leases will expire*	Total area covered by these leases	Area covered by these leases (%)	Annual rent at expiration ($000)	Percent of Annual rent at expiration (%)
2015	16	2,199	6.4	680	6.6
2016	11	4,887	14.3	1,562	15.1
2017	7	5,578	16.3	1,555	15
2018	7	3,421	10	1,145	11
2019	4	598	1.7	243	2.3
Thereafter	6	15,672	45.7	5,178	50
Sub-total	51	32,355	94.4	10,363	100
Vacant	-	1,916	5.6	N.A	N.A
Total	51	34,271	100	10,363	100

* The leases with the tenants described in the above table include notice periods ranging from one to twelve months and some leases with no break options at all.

On the date of the agreement, we paid to the seller, Apollo CTN S.a.r.l, CHF 37.4 million and additional CHF 300,000 as post-closing price adjustment for the Eldista shares (approximately $40.2 million and $319,000, respectively, as of the purchase date).

In connection with the transaction, Optibase and Phoenix entered into an agreement regarding their shareholdings in OPCTN. The agreement provides that Optibase will make day-to-day decisions and provide Phoenix with customary protective rights.

Following the transaction, Eldista entered into a Consultancy Agreement with Swiss Pro Capital Limited, or Swiss Pro, a Cypriot company formerly known as Chessell Holdings which had introduced Optibase and Phoenix to the Property. Under the Consultancy Agreement, Swiss Pro will provide consultancy services to Eldista regarding the administration and supervision of the Property and its management. Swiss Pro will receive a monthly fee for its services and will also be entitled to a bonus based on future performance above a certain return on the investment. The term of the Consultancy Agreement is for two years, and ended on May 19, 2013. At the conclusion of the term, Swiss Pro ceased performing the consultancy services and Eldista ceased paying Swiss Pro an ongoing monthly fee. In addition, on July 14, 2013, Eldista exercised its right to prepay the full amount of the bonus that would be due to Swiss Pro according to the mechanism set forth in the Consultancy Agreement. For further details on a dispute between us and Swiss Pro which was settled in August 2014, see Item 8. “Financial Information - Legal Proceedings”.

In September 2010, Eldista was granted a mortgage loan from a financial institution in Switzerland, in the amount of CHF 85.3 million for the purpose of purchasing its real estate property located in Geneva, Switzerland. The loan bears an adjustable interest rate based on current money and capital markets in Switzerland plus the bank's customary margins (1.8%). Principal and interest of the loan are payable quarterly. The mortgage loan may be repaid at any time with a three months prior written notice by Eldista. Eldista has the option to convert the mortgage into another mortgage product offered by the bank until April 30, 2015. The mortgage loan is governed by the laws of Switzerland and bears other terms and conditions customary for that type of mortgage loans. Eldista pledged to the bank the property and all of its accounts and assets which are deposited with the bank against the loan received**.**

On October 28 2011, we entered into a refinancing arrangement with Credit Suisse for the CTN complex. The refinancing involved a new mezzanine loan that Credit Suisse provided to OPCTN and a refinancing of the existing mortgage loan of OPCTN's subsidiary, Eldista. Under the new financing agreement, Credit Suisse provided a new loan to OPCTN and Eldista which replaced the mortgage loan that Credit Suisse provided to Eldista. The combined interest rate of the new loans is 0.83% compared with 1.8% that Credit Suisse charged on the previous mortgage loan. The loans are repaid at a rate of CHF two million per year and are secured by a first mortgage over the property and by a pledge of Eldista's shares. For further information see Item 10.C "Material Contracts".

Rümlang, Switzerland

On October 29, 2009, our wholly-owned subsidiary, Optibase RE 1 s.a.r.l., acquired a commercial building located at Riedmattstrasse 9, Rümlang from the Swiss property company Zublin Immobilien AG. Rümlang is situated 15 km from Zurich and as many commercial buildings due to its strategic location in proximity to Zurich international airport. The purchase price for the transaction was approximately CHF 23.5 million of which CHF 18.8 million (approximately $22.8 million and $18.1 million respectively, as of the purchase date) was financed by a local Swiss bank pursuant to a mortgage agreement.

The five-story building includes 12,500 square meters (approximately 135,000 square feet) of rentable space with office, laboratory and retail uses. The office building in Rümlang is currently leased to 15 tenants, and is currently 96% occupied.

The following table sets forth certain information regarding leases of tenants in the Rümlang property, as of December 31, 2014:

	Number of tenants whose leases will expire*	**Total area covered by these leases**	**Area covered by these leases (%)**	**Annual rent at expiration ($000)**	**Percent of Annual rent at expiration (%)**
2015	7	8,299	66.4	1,094	66.9
2016	1	192	1.5	23	1.4
2017	3	974	7.8	156	9.6
2018	3	1,379	11	181	11.1
2019	1	998	8	179	11
Thereafter	-	-	-	-	-
Sub-total	15	11,842	94.7	1,633	100
Vacant	-	658	5.3	N.A	N.A
Total	15	12,500	100	1,633	100

* The leases with the tenants described in the above table include notice periods notice periods ranging from three to six months and one lease with no break options at all.

Swiss Pro introduced us to the Rümlang property through its beneficial owner. Swiss Pro also facilitated Optibase's acquisition and financing of the property. In connection with such services, our subsidiary in Luxembourg entered into an option agreement dated March 1, 2010 with Swiss Pro pursuant to which Swiss Pro was granted an option to purchase twenty percent (20%) of the shares of Optibase RE 1 s.a.r.l, the owner of the property.

Two Penn Center Plaza

On October 12, 2012, our wholly-owned subsidiary, Optibase 2 Penn, LLC, acquired an approximately twenty percent (20%) beneficial interest in the owner of a Class A twenty story commercial office building in Philadelphia known as Two Penn Center Plaza.

The transaction was based on a valuation of Two Penn Center Plaza of approximately $66 million including existing nonrecourse mortgage financing in the principal amount of approximately $51.7 million provided by UBS Real Estate Securities, or UBS. The UBS mortgage loan has a fixed interest rate of 5.61%, maturing in May 2021, and requiring monthly payments of principal and interest of approximately $300,000. We made a capital contribution of approximately $4 million to acquire a 19.66% indirect beneficial interest in the owner of the property. For further information, see Item 7.B. "Related Party Transactions".

Optibase 2 Penn, LLC is a limited partner in a larger joint venture that acquired 88% of the beneficial interests in the owner of the Two Penn Center Plaza. Two Penn Center Plaza has approximately 500,000 rentable square feet and is located in the Center City neighborhood of Philadelphia opposite City Hall and Love Park. The building is currently leased to 137 tenants, primarily for general office and retail related usage. As of December 31, 2014, the Two Penn Center Plaza was 85% occupied and the annual rental income for the year 2014 totaled to approximately 10.4 million.

Texas Shopping Centers Portfolio

On December 31, 2012, our wholly-owned subsidiary, OPTX Equity LLC, acquired an approximately 4% beneficial interest in a portfolio of Texas shopping centers. OPTX Equity LLC undertook this investment as an approximately 16.5% limited partner in Global Texas, LP a Florida limited partnership that is controlled by Global Fund Investments. Global Texas, LP is a limited partner in Global Texas Portfolio, LP a joint venture that acquired 49% of the beneficial interests in the shopping center portfolio. The partnership agreement of Global Texas, LP provides for contributions of capital and distributions of proceeds pro rata among the partners according to their respective partnership interests. OPTX Equity LLC has the right to participate in certain major decisions of Global Texas, LP that require the approval of 51% of the Global Texas, LP partnership interests.

In connection with the transaction, our wholly-owned subsidiary, OPTX Lender LLC, became an owner of approximately 16.5% of the partnership interests in Global Texas Lender, LP a Florida limited partnership. Global Texas Lender, LP provided a loan to Global Texas Portfolio, LP to finance the purchase price paid by Global Texas Portfolio, LP to acquire its 49% beneficial interest in the shopping center portfolio. The terms of the partnership agreement of Global Texas Lender, LP are substantially similar to the terms of the partnership agreement of Global Texas, LP.

The transaction was based on a portfolio valuation of approximately $342 million including existing nonrecourse mortgage financing in the principal amount of approximately $252 million. The primary mortgage loan has a fixed interest rate of 5.73% and matures in April 2016.

At the closing of the transaction, which occurred on December 31, 2012, we made an aggregate capital contribution of approximately $4 million to OPTX Equity LLC and OPTX Lender LLC in order to fund our share in the transaction.

The shopping centers portfolio includes more than two million square feet of leasable area and is located in Houston, Dallas, and San Antonio areas of Texas. The leasable area is currently 93.4% occupied. For the year ended on December 31, 2014, Texas shopping centers portfolio annual rental income totaled to approximately 28.1 million.

Marquis Residences in Miami, Florida

On December 30, 2010, our wholly-owned subsidiary, Optibase Real Estate Miami LLC, had acquired 21 luxury condominium units in the Marquis Residences in Miami, Florida. The condominium units were sold by Leviev Boymelgreen Marquis Developers, L.L.C., a Florida limited liability company. In consideration for the 21 condominium units, we paid a net purchase price of approximately $8.6 million. In addition to the purchase price, we have invested approximately $781,000 in finishing the units.

The Marquis Residences is a 67-story tower with 292 luxury residential units ranging from 1,477 to 4,200 square feet, a hotel offering seventy suites, a spa and fitness center.

To date, 15 of the 21 units are rented out and the remaining units are being offered for rental or sale. We intend to hold the units for investment purposes and will consider to continue renting or selling the units in accordance with our business considerations and market conditions.

Penthouses Units in Miami

On April 9, 2013 and on August 22, 2013, our wholly-owned subsidiary, Optibase Real Estate Miami LLC, had acquired two luxury condominium penthouses located in the Marquis Residence in Miami and one condominium penthouse located in the Ocean One condominium in Sunny Isles Beach, Florida. In consideration for the three penthouses, we paid a net purchase price of approximately $4.8 million.

The Ocean One condominium in Sunny Isles Beach is a twin tower project with 241 luxury residential units ranging from 1,990 to 2,610 square feet, with penthouses containing more square footage, and the amenities include, 700 feet of ocean frontage, a private beach club, a health and fitness center, a pool and spa and two tennis courts.

To date, two penthouses are still undergoing renovations and remodeling, while the third unit's renovation has been recently completed. We intend to hold the remaining two units for investment purposes and will consider renting or selling the units in accordance with our business considerations and market conditions.

Condominium Units in Miami Beach, Florida

On December 31, 2013, our two wholly-owned subsidiaries, Optibase FMC LLC and Optibase Real Estate Miami LLC, had acquired twelve luxury condominium units located in the Flamingo-South Beach One Condominium and in the Continuum on South Beach Condominium, both located in Miami Beach, Florida, in consideration for the issuance of our 1.37 million newly issued ordinary shares (of which approximately 67,000 ordinary shares were off set against the lease of one unit), representing, as of the date of the approval of the transaction by our board of directors, a value of approximately $8.8 million. The condominium units were sold by private companies indirectly controlled by Capri, our controlling shareholder. At closing, and following the approval of the transaction by our shareholders, we issued to Capri a net sum of 1,300,580 of our ordinary shares. The net fair value of the condominium units as recorded in our financial statement as of the closing date was approximately $7.2 million, representing the fair value of the ordinary shares issued as of the closing date.

The eleven units at the Flamingo-South Beach One Condominium, or Flamingo Condominium, are located on various floors of the South Building of the Flamingo Condominium, and ranging in size from 924 to 2,347 square feet. The Flamingo Condominium is a 15-story tower with 513 luxury residential units ranging in size from approximately 450 to approximately 2,347 square feet. On October 20, 2014, we sold the eleven units located in the Flamingo Condominium, in consideration for an aggregated gross price of $6.4 million, and we recorded a capital gain of approximately $2.7 million resulting from such transaction. For further details on the transaction to sell such eleven units, see Item 7.B. "Related Party Transactions" and Item 10.C. "Material Contracts".

The unit at the Continuum on South Beach Condominium, or Continuum, is located on the 33rd floor of the North Tower of the Continuum on South Beach Condominium located at 50 S. Pointe Drive, Miami Beach, Florida. The Continuum on South Beach Condominium is a 37-story ocean-front tower with 203 luxury residential units ranging in size from 1,554 to 3,497 square feet. Residences of the Continuum on South Beach Condominium enjoy the right to use the common areas of the residence, including swimming pool, tennis courts, spa and a sporting club. At the closing of the acquisition of the Continuum Unit, the seller of the unit leased the Continuum Unit from us for a term of 36 months. We intend to hold the unit for investment purposes and will consider to continue renting or selling the unit in accordance with our business considerations and market conditions.

For further information, see Item 7.B. "Related Party Transactions".

German Commercial Properties Portfolio

For information on our entrance into a transaction to acquire a real estate properties portfolio in Germany, see Item 10.C. "Material Contracts".

Material Tenants

Our commercial properties in Switzerland are supported by anchor tenants who, due to size, reputation and other factors are considered as such. Our largest tenants in Switzerland are Lem SA and Novimune SA, located in the CTN complex. As of December 31, 2014, these tenants occupied approximately 12,930 square meters and accounted for approximately $4.5 million of rent income, or approximately 28% of our gross leasable area in Switzerland and approximately 37%, of our annual rent in Switzerland. No other tenant accounted for over 5% of our annual rent.

Competition

The real estate market is highly competitive and is characterized by a large number of competitors. The main factor affecting competition in this market is geographic location of property. There are properties in close proximity to some of our properties that are similar in purpose and use, which has the effect of increasing competition for the leasing of those properties as well as reducing the rental rates for those properties. Other factors affecting competition are the leasing price, the physical condition of the properties, the finishing of the properties and the level of the management services provided to tenants. Furthermore, the overall economic and financial trends as reflected, among other things, in interest rates, may further increase competition, leading to a reduction of rental fees and a decline in demand for properties. However, as most of our real estate is leased under medium to long term agreements, we believe that our exposure is limited to most of the effects of slowdown in the real estate market, although a significant change in market conditions may adversely affect our ability to maintain current rates of occupancy or current rent levels.

Remaining items of the Video Solution Business

In connection with the Vitec transaction, Vitec and us have been unable to come to an agreement as to several disputes which arose between the parties and which relate, *inter alia*, to the adjustment amount to be added to the consideration, the collection of sums payable from past clients services and maintenance contracts and other obligations made towards us by Vitec. Since 2010 and until 2014, we were a party to arbitration proceedings with Vitec. Such arbitration proceedings came to an end in March 2014. For further information, see Item 8. "Financial Information - Legal Proceedings".

In connection with the sale of our Video Solutions Business to Vitec, we transferred all rights related to the support of the OCS for the period ending on the date of the closing of the Vitec Transaction to Vitec. Although we have no further obligation to pay royalties on revenues generated by our Video Solutions Business subsequent to its sale, we are currently undergoing an audit by the OCS, for royalties paid before the sale of our Video Solution Business. We believe we have sufficient provisions to cover the outcome of such review process.

4.C. ORGANIZATIONAL STRUCTURE

As of December 31, 2014, we have been managing our activity through our two wholly-owned direct subsidiaries: Optibase Inc. which was incorporated in California, the United States in 1991, Optibase Real Estate Europe SARL, or Optibase SARL, which was incorporated in Luxembourg in October 2009, and through our 51% held subsidiary OPCTN S.A., which was incorporated in Luxembourg on February 24, 2011. Our subsidiaries hold the following companies: Optibase Inc. wholly owns Optibase Real Estate Miami LLC, Optibase 2Penn LLC, OPTX Equity LLC, OPTX Lender LLC and Optibase FMC LLC, all limited liability companies which were incorporated in Delaware or Florida, United States. Optibase SARL wholly owns Optibase RE1 SARL and Optibase RE2 SARL, which were incorporated in Luxemburg. Optibase SARL wholly owns Optibase Bavaria GmbH & Co. KG, a German partnership, and Optibase Bavaria Holding GmbH, a German corporation. OPCTN S.A. wholly owns Eldista GmbH, which was incorporated in Switzerland.

Our real estate activity is managed through several subsidiaries held directly and indirectly by Optibase Ltd. or its abovementioned subsidiaries.

4.D. PROPERTY, PLANTS AND EQUIPMENT

Since December 2011, our headquarters are located in offices occupying approximately 1,399 square feet in Herzliya Pituach, Israel. Our lease for this space expires on December 24, 2015 with three consecutive 24-month extension options.

Our European subsidiaries occupy offices totaling approximately 646 square feet in Luxembourg. The current leases do not have an expiration date and can be terminated at any time with a three months prior notice.

ITEM 4A. UNRESOLVED STAFF COMMENTS

None.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

The following discussion and analysis about our financial condition and results of operations contain forward-looking statements that involve risks and uncertainties. Our actual results could differ materially from the results discussed in the forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those set forth under "Item 3.D. Risk Factors" above and "Item 5.D. Trend Information" below, as well as those discussed elsewhere in this annual report. You should read the following discussion and analysis in conjunction with the "Selected Consolidated Financial Data" and the Consolidated Financial Statements included elsewhere in this annual report.

Overview

Since our foundation we were engaged in the Video Solution Business. We sold that business to Vitec in July 2010 and we are currently engaged in the real estate sector.

Since then, we have entered into eight real estate transactions:

- the acquisition of a commercial building located in Rümlang, Switzerland;
- the acquisition of 21 apartments in a residential property located in Miami, Florida;
- the acquisition of a 51% stake in a Swiss company holding a commercial property in Geneva, Switzerland;

- the acquisition of approximately 20% beneficial interest in the owner of a commercial office building in Philadelphia;
- the acquisition of an approximately 4% beneficial interest in a portfolio of shopping centers in Texas;
- the acquisition of three penthouses in a residential property located in Miami, Florida;
- the acquisition of twelve luxury condominium units located in Miami Beach, Florida;
- the sale of eleven luxury condominium units located in Miami Beach, Florida; and
- the acquisition of a retail portfolio of twenty-seven (27) commercial properties in Germany.

For further information, see Item 4.B "Business Overview".

Our consolidated financial statements are presented in accordance with generally accepted accounting principles in the U.S., or U.S. GAAP.

Our functional currency is the U.S dollar.

The functional currencies of our subsidiaries are CHF and U.S dollar. We have elected to use the U.S. dollar as our reporting currency for all years presented.

While the functional currency of our subsidiaries in the United States is the U.S dollars, the functional currency of the subsidiaries in Switzerland is their lead currency, *i.e.*, CHF. Since our functional and reporting currency is the U.S dollars, the financial statements of Optibase Real Estate SARL and OPCTN S.A whose functional currency has been determined to be CHF have been translated into U.S. dollars. Assets and liabilities of this subsidiary are translated at the year-end exchange rates and their statement of operations items are translated using the actual exchange rates at the dates on which those items are recognized. Such translation adjustments are recorded as a separate component of accumulated other comprehensive income in shareholders' equity.

As of December 31, 2014, we had available cash, cash equivalents, long term investments, restricted cash and other financial investments net of approximately $22.9 million. As of March 30, 2015, we have available cash, cash equivalents, long term investments, restricted cash and other financial investments net of approximately 22.9 million. For information regarding the investment of our available cash, see Item 5.B. "Liquidity and Capital Resources" below.

Our business may be affected by the condition in Israel, see Item 3.D. "Risk Factors".

Fixed income from real estate rent

Fixed income real-estate consists primarily of revenues derived from real estate properties, held through our subsidiaries, in Switzerland (Rümlang and Geneva) and Miami.

Cost of real estate operations

Cost of real estate operations consist primarily of direct costs associated with operating the real estate properties such as building insurance, management company fees and property tax.

Real estate depreciation and amortization

Real estate depreciation and amortization consist primarily of depreciation expenses related to the value of properties net of amounts accounted for land, as well as amortization expenses associated with intangible assets derived from the purchase of real estate properties.

General and administrative expenses

General and administrative expenses consist primarily of fees to outside consultants, legal and accounting fees, expenses related to the purchase of real estate assets, stock option compensation charges and certain office maintenance costs.

Gain on sale of operating properties

Gain on sale of operating properties consists of sale of eleven condominium units located in Miami Beach, Florida during 2014.

Equity share in earnings (losses) of associates, net

Associates in which we have significant influence over the financial and operating policies without having control are accounted for using the equity method of accounting, accordingly we recorded during 2014 an equity loss in associate of our holdings of Two Penn Center Plaza in Philadelphia, Pennsylvania.

Other income (loss)

Other income (expenses), net, consists of dividend received and interest income on loan to associated company and impairment expenses.

Financial income (expenses), Net

Financial expenses consist primarily of interest we paid in connection with bank loans, currency hedging transactions, and losses from realization of securities and financial instruments. Financial income consists mainly of interest received on deposits and other financial assets held in our bank accounts and gains from realization of securities and financial instruments. Our exchange differences occur primarily as a result of the change of the NIS value relative to the U.S. dollar and to the CHF.

Taxes

As of 2014, Israeli companies are generally subject to a corporate income tax rate of 26.5%. The income tax rate for Israeli companies was increased to 25% in 2012 and thereafter.

Taxable income of Luxemburg, Switzerland and the United States is subject to tax at the rate of approximately 29%, 24% and 34% respectively in 2014.

We have final tax assessments through the tax year 2010.

As of December 31, 2014, we had approximately $68 million of net operating loss carry-forwards for Israeli tax purposes. These net operating loss carry-forwards have no expiration date. Optibase Inc. had U.S. federal net operating loss carry-forward of approximately $30 million that can be carried forward and offset against taxable income for 20 years, no later than 2034. Utilization of U.S. net operating losses may be subject to the substantial annual limitation due to the "change in ownership" provisions of the Internal Revenue Code of 1986, and similar state provisions. The annual limitation may result in the expiration of net operating losses before utilization.

Net Income Attributable to Non-Controlling Interest.

Net income attributed to non-controlling interest following the acquisition of the CTN property in Geneva, Switzerland in March 2011. We have entered into the said transaction with The Phoenix group, who owns 49% of the property. Thus, 49% of the net operating results of the property are attributed to them.

5.A. OPERATING RESULTS

The following table sets forth, for the years ended December 31, 2012, 2013 and 2014 statements of operations data as percentages of our total revenues:

	Year Ended December 31		
	2012	**2013**	**2014**
Fixed income real estate	100.0%	100.0%	100.0%
Costs and expenses:			
Cost of real estate operations	14.4	16	19.9
Real estate depreciation and amortization	18.8	24.6	27.4
General and administrative	15.1	13.6	15.5
Total costs and expenses	48.3	54.2	62.8
Gain on sale of operating properties	-	-	19.4
Operating income	51.7	45.8	56.6
Equity share in losses of associates, net	(0.2)	(1.3)	(1.3)
Other income (expenses), net	(0.7)	2.8	2.8
Financial expenses, net	(9.1)	(9.8)	(8.3)
Income before provision for tax	41.7	37.5	49.8
Provision for tax	(12)	(11.1)	(10.8)
Net income from continuing operations	29.7	26.4	39
Net income	29.7	26.4	39
Net income attributable to non-controlling interest	18.1	15.7	15
Net income (loss) attributable to Optibase	11.6	10.7	24

Results of Operations for the Years Ended 2014 and 2013

Fixed income from real estate rent. Our fixed income real estate rent increased in 2014 to $13.9 million compared to $13.7 million in 2013. The increase is mainly attributed to rental income deriving from the twelve luxury condominium units in Miami purchased in December 2013.

Cost of real estate operations. Our cost of real estate operation increased in 2014 to $2.8 million compared to $2.2 million in 2013. Such costs increased in 2014 mainly due to an increase in building maintenance expenses related to the new properties purchased in Miami, Florida.

Real estate depreciation and amortization. Our real estate depreciation and amortization in 2014 increased to $3.8 million compared to $3.4 million in 2013. Such costs increased in 2014 mainly due to increase in depreciation expenses related to the new properties purchased in Miami, Florida.

General and Administrative Expenses. General and administrative expenses increased to $2.2 million in 2014 from $1.9 million in 2013. The increase can be mainly attributed to a one-time, non-recurring expenses in connection the settlement agreement between us and Swiss Pro, as detailed in Item 8. “Financial Information - Legal Proceedings”.

Gain on sale of operating properties. We recorded a gain on sale of operating properties of $2.7 million in 2014 due to the sale of eleven condominium units located in Miami Beach, Florida during 2014.

Operating Income. As a result of the foregoing, we recorded operating income of $7.9 million in 2014 compared with an operating income of $6.3 in 2013. The increase in our operating income in 2014 is mainly due to gain on sale of operating properties and partially, increase in rental income offset by increase in depreciation expenses and by one-time, non-recurring general and administrative expense, in connection the settlement agreement between us and Swiss Pro, as detailed in Item 8. “Financial Information - Legal Proceedings”.

*Equity share in losses of associates, net. We recorded $*186,000 equity loss associated with 2 Penn Philadelphia LP, a limited partnership of which our wholly-owned subsidiary, Optibase 2 Penn, LLC, is a limited partner.

Other income (loss). We recorded other income of $394,000 in 2014 related to dividend received and interest income on loan to an associated company.

Financial Expenses, Net. We recorded financial expenses, net of $1.1 million in 2014, compared with financial expenses, net of $1.3 million in 2013. The change can be mainly attributed to interest SWAP transaction, as well as foreign currency translation differences.

Taxes on Income. We and our subsidiaries account for income taxes in accordance with ASC Topic 740 "*Income Taxes"*, or ASC 740. Under the requirements of ASC 740, we reviewed all of our tax positions and determined whether the position is more-likely-than-not to be sustained upon examination by regulatory authorities. Accordingly, we recorded tax expenses of $1.5 million in 2014 and 2013, respectively, mainly related to our Luxemburg subsidiaries.

Net Income. As a result of the forgoing, we recorded net income of $5.4 million in 2014, compared with a net income of $3.6 million in 2013.

Net Income Attributable to Non-Controlling Interest. Net income attributed to non-controlling interest was first recorded in 2011 following the acquisition of the CTN property in Geneva, Switzerland in March 2011. We have entered into the said transaction with the Phoenix group, who owns 49% of the property. Thus, 49% of the net operating results of the property are attributed to them.

Net income (loss) attributable to Optibase Ltd. Net income (loss) attributed to Optibase Ltd., is the result of net income as effected by net income attributed to non-controlling interest.

Results of Operations for the Years Ended 2013 and 2012

Fixed income from real estate rent. Our fixed income real estate revenues remained stable at $13.7 million in 2013 and in 2012.

Cost of real estate operations. Our cost of real estate operation increased in 2013 to $2.2 million compared to $2 million in 2012. Such costs increased in 2013 mainly due to an increase in building maintenance expenses.

Real estate depreciation and amortization. Our real estate depreciation and amortization in 2013 increased to $3.4 million compared to $2.6 million in 2012. Such costs increased in 2013 mainly due to the fact that we re-assessed our depreciation policy and changed the useful life of our CTN building and buildings' improvements to be up to 63 years instead of 100 years.

General and Administrative Expenses. General and administrative expenses decreased to $1.9 million in 2013 from $2.1 million in 2012. The decreased can be mainly attributed to a decrease in legal expenses.

Operating Income. As a result of the foregoing, we recorded operating income of $6.3 million in 2013 compared with an operating income of $7.1 in 2012. The decrease in our operating income in 2013 is mainly due to the increase in depreciation expenses.

*Equity share in losses of associates, net. We recorded $*172,000 equity loss associated with 2 Penn Philadelphia LP, a limited partnership of which our wholly-owned subsidiary, Optibase 2 Penn, LLC, became a limited partner.

Other income (loss). We recorded other income of $384,000 in 2013 related to dividend received and interest income on loan to associated company.

Financial Expenses, Net. We recorded financial expenses, net of $1.3 million in 2013, compared with financial expenses, net of $1.2 million in 2012. The change can be mainly attributed to interest SWAP transaction, as well as foreign currency translation differences.

Taxes on Income. We and our subsidiaries account for income taxes in accordance with ASC Topic 740 "*Income Taxes"*, or ASC 740. Under the requirements of ASC 740, we reviewed all of our tax positions and determined whether the position is more-likely-than-not to be sustained upon examination by regulatory authorities. Accordingly, we recorded tax expenses of $1.5 and $1.6 million in 2013 and 2012, respectively, both related to our Luxemburg subsidiaries.

Net Income. As a result of the forgoing, we recorded net income of $3.6 million in 2013, compared with a net income of $4.1 million in 2012.

Net Income Attributable to Non-Controlling Interest. Net income attributed to non-controlling interest was first recorded in 2011 following the acquisition of the CTN property in Geneva, Switzerland in March 2011. We have entered into the said transaction with The Phoenix group, who owns 49% of the property. Thus, 49% of the net operating results of the property are attributed to them.

Net income (loss) attributable to Optibase Ltd. Net income (loss) attributed to Optibase Ltd., is the result of net income as effected by net income attributed to non-controlling interest.

Critical Accounting Policies

Our consolidated financial statements are prepared in accordance with U.S. GAAP. These accounting principles require management to make certain estimates, judgments and assumptions based upon information available at the time that they are made, historical experience and various other factors that are believed to be reasonable under the circumstances. These estimates, judgments and assumptions can affect the reported amounts of assets and liabilities as of the date of the financial statements, as well as the reported amounts of revenues and expenses during the periods presented.

In many cases, the accounting treatment of a particular transaction is specifically dictated by GAAP and does not require management's judgment in its application. There are also areas in which management's judgment in selecting among available alternatives would not produce a materially different result. Our management reviewed these critical accounting policies and related disclosures with our audit committee. See Note 2 to our Consolidated Financial Statements, which contain additional information regarding our accounting policies and other disclosures required by U.S. GAAP.

Our management believes the significant accounting policies which affect management's more significant judgments and estimates used in the preparation of our consolidated financial statements and which are the most critical to aid in fully understanding and evaluating our reported financial results include the following:

- Long-lived assets including intangible assets
- Investment in companies
- Contingencies; and
- Income Taxes.

Long- Lived Assets including intangible assets

The Company and its subsidiaries long-lived assets are reviewed for impairment in accordance with ASC 360, "*Property, Plant and Equipment"*, whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the future undiscounted cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying amount or fair value less costs to sell.

The Company reviewed assets on a component-level basis, which is the lowest level of assets for which there are identifiable cash flows that can be distinguished operationally and for financial reporting purposes. The carrying amount of the asset group was compared with the related expected undiscounted future cash flows to be generated by those assets over the estimated remaining useful life of the primary asset. In cases where the expected future cash flows were less than the carrying amounts of the assets, those assets were considered impaired and written down to their fair values. Fair value was established based on discounted cash flows. As of December 31, 2013 and 2014, no impairment losses have been identified.

Investment in companies

Investments in non-marketable equity securities of companies in which the Company does not have control or the ability to exercise significant influence over their operation and financial policies are recorded at cost.

Management evaluates investments in non-marketable equity securities for evidence of other-than temporary declines in value. When relevant factors indicate a decline in value that is other-than temporary the Company recognizes an impairment loss for the decline in value.

Contingencies

We periodically estimate the impact of various conditions, situations and/or circumstances involving uncertain outcomes to our financial condition and operating results. These events are called "contingencies", and the accounting treatment for such events is prescribed by the ASC 450 "*Contingencies"*. ASC 450 defines a contingency as "an existing condition, situation, or set of circumstances involving uncertainty as to possible gain or loss to an enterprise that will ultimately be resolved when one or more future events occur or fail to occur". Legal proceedings are a form of such contingencies.

In accordance with ASC 450, accruals for exposures or contingencies are being provided when the expected outcome is probable. It is possible, however, that future results of operations for any particular quarter or annual period could be materially affected by changes in our assumptions, the actual outcome of such proceedings or as a result of the effectiveness of our strategies related to these proceedings.

Income Taxes

The Company and its subsidiaries accounts for income taxes in accordance with ASC Topic 740, "Income Taxes" or ASC 740, which prescribes the use of the liability method, whereby deferred tax asset and liability account balances are determined based on differences between financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. The Company and its subsidiaries provide a valuation allowance, if necessary, to reduce deferred tax assets to amounts more likely than not to be realized.

ASC 740 clarifies the accounting for uncertainties in income taxes by establishing minimum standards for the recognition and measurement of tax positions taken or expected to be taken in a tax return. Under the requirements of ASC 740, the Company must review all of its tax positions and make a determination as to whether its position is more-likely-than-not to be sustained upon examination by regulatory authorities. If a tax position meets the more-likely–than-not standard, then the related tax benefit is measured based on a cumulative probability analysis of the amount that is more-likely-than-not to be realized upon ultimate settlement or disposition of the underlying issue. Our policy is to accrued interest and penalties related to unrecognized tax benefits in our financial expenses. No adjustments were required upon the initial implementation of this guidance.

Recent Accounting Pronouncements

In April 2014, the FASB issued ASU No. 2014-08, "Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity." ASU No. 2014-08 amends the definition of discontinued operations by limiting discontinued operations reporting to disposals of components of an entity that represent strategic shifts that have (or will have) a major effect on an entity's operations and financial results. The amendments require expanded disclosures for discontinued operations that would provide users of financial statements with more information about the assets, liabilities, revenues, and expenses of discontinued operations and disclosure of the pretax profit or loss of individually significant components of an entity that do not qualify for discontinued operations reporting. ASU No. 2014-08 is to be applied prospectively to all disposals (or classifications as held for sale) of components of an entity and all businesses or nonprofit activities that, on acquisition, are classified as held for sale that occur within fiscal years, and interim periods within those years, beginning after December 15, 2014. We elected to early adopt the provisions of ASU No. 2014-08 beginning July 1, 2014. Following the adoption, the gain from sale of 11 residental condominium units was recorded within continuing operation.

In May 2014, the FASB issued Accounting Standards Update No. 2014-09 ASU 2014-09 "Revenue from Contracts with Customers" ASU 2014-09 supersedes the revenue recognition requirements in "Revenue Recognition (Topic 605)", and requires entities to recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods or services. ASU 2014-09 is effective for annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period. Early adoption is not permitted. We are currently in the process of evaluating the impact of the adoption of ASU 2014-09 on our consolidated financial statements.

5.B. LIQUIDITY AND CAPITAL RESOURCES

We have funded our operations primarily through private and public sales of our equity securities and banks credit. As of December 31, 2014, we had cash and cash equivalents, long term investments, restricted cash and other financial investments net of $22.9 million, and as of March 30, 2015, we have available cash, and cash equivalents of approximately 22.9 million.

Net cash provided by our operating activities was $5.3 million, $7.4 million and $6.8 million in December 31 of each of the years 2014, 2013 and 2012, respectively.

Net cash provided for operating activities in 2014 was primarily the result of net income for the period, as adjusted for depreciation and amortization, minority interests in losses of a subsidiary, increase in accrued expenses and other accounts payables, offset by the decrease in short term liabilities, decrease in deferred tax liabilities, increase in other accounts receivable and prepaid expenses, and by gain on sale of real estate. Net cash provided for operating activities in 2013 was primarily the result of net income for the period, as adjusted for depreciation and amortization, increase in accrued expenses and other accounts payables, minority interests in losses of a subsidiary, partially offset by the decrease in long term liabilities and decrease in trade receivable. Net cash provided by operating activities in 2012 was primarily the result of our net income for the period, as adjusted for, depreciation and amortization, minority interests in losses of a subsidiary, decrease in other accounts receivable and prepaid expenses and trade receivables, net, partially offset by the decrease in long term liabilities and decrease in accrued expenses and other accounts payables.

Net cash provided from investment activities in 2014 totaling $5.2 million reflects primarily the sale of 11 residential condominium units located in Florida through our wholly-owned subsidiary, offset by investments in building improvements. Net cash used for investment activities in 2013 totaling $5.7 million reflects primarily the investments we have entered into during 2013 for the acquisition of three condominium units through our wholly-owned subsidiary Optibase Inc. Net cash used in investing activities in 2012 totaling $8.2 million reflects primarily the two additional investments we have entered into during 2012, the acquisition of an approximately 20% beneficial interest in the owner of a Class A 20-story commercial office building in Philadelphia known as Two Penn Center Plaza, and the acquisition of approximately 4% beneficial interest in a portfolio of shopping centers in Texas.

Net cash used for financial activities in 2014 totaling $4.7 million reflects loans repayment and dividend distribution. Net cash used for financial activities in 2013 totaling $2.6 million reflects loans repayment. Net cash provided from financial activities in 2012 totaling $2.6 million was primarily the result of a repayment of a long term loan totaling $2.55 million and of a repayment of loan to non-controlling interest totaling $53,000.

During 2014, we invested our available cash solely in interest bearing bank deposits and money market funds with various banks. As of the date hereof, we do not have any material contractual commitments related to capital expenditure.

On October 28, 2011, we entered into a CHF 100 million bank loan refinancing with Credit Suisse for the CTN office building complex in Geneva, Switzerland. The refinancing was undertaken by OPCTN and by OPCTN's subsidiary, Eldista which is the owner of the CTN Complex. As of the refinancing date the refinancing increased our overall liquidity and reduced principal payments by a total of CHF 3.75 million over the next four years period.

In July 2013, our audit committee and board of directors approved, in accordance with the Israeli Companies Regulations (Relieves for Transactions with Interested Parties) of 2000, or the Regulations, the receipt of guarantees, or the Guarantees, from our controlling shareholder or any affiliate thereof, or collectively, the Controlling Shareholder, to financing institutions in connection with our subsidiaries' or affiliated companies' real estate and real estate related activities, or the Real Estate Activities, all in accordance with the terms detailed below. The purpose of the receipt of the Guarantees is to increase our financial resources in order to expand our Real Estate Activities. The Guarantees will be provided by the Controlling Shareholder to financing institutions in for a credit or loan to be provided to us, our subsidiaries or affiliated companies by such financing institutions in the event we are unable to provide sufficient equity in connection with the Real Estate Activities. The Guarantees will be provided for credit or loan amounts that will not exceed US $20 million per year, effective as of July 18, 2013, and up to US $60 million for a three-year period. The Guarantees will be in effect for the entire duration of the credit agreement or loan facility. We, our subsidiaries or our affiliated companies will not bear any costs or expenses in connection with the provision of the Guarantees and will not indemnify the Controlling Shareholder in case such Guarantees are exercised. As of the date of this annual report, we have not received any Guarantee from the Controlling Shareholder.

We believe that, considering the use of cash in our ongoing operations, together with the existing sources of liquidity described above, our working capital will be sufficient to meet our present requirements and our needs for cash for at least the next 12 months. However, our liquidity and capital requirements are affected by many factors, some of which are based on the normal ongoing operations of our businesses and some of which arise from uncertainties related to global economies and the markets that we target for our services. In addition, we routinely review potential acquisitions, including the transaction we recently entered into for the acquisition of a real estate properties portfolio in Germany (see Item 10.C. “Material Contracts”), which requires more funds than are currently available. Therefore, we would likely seek additional equity or debt financing, although we cannot assure you that we would be successful in obtaining such financing on favorable terms or at all.

5.C. RESEARCH AND DEVELOPMENT

For grants received from certain entities, see Item 4.B. “Business Overview - Research and Development” above.

5.D. TREND INFORMATION

Starting in 2008 the global economic downturn caused a slowdown in the real estate market. In the later part of 2008 and through 2010, banks have lowered interest rates, but at the same time were reluctant to provide financing or perform refinancing of existing debt. Although interest rates have increased during 2011, banks are still reluctant to provide financing or perform refinancing of existing debt. Moreover, in the past few years, several European countries were experiencing difficulties refinancing their governmental debts. Such difficulties influenced the European and entire world economy, and eventually brought to a sovereign debt crisis in Europe during 2011.

In 2012, the economy showed signs of improvement, but recovery has been slow and volatile. Furthermore, severe financial and structural strains on the banking and financial systems have led to significant lack of trust and confidence in the global credit and financial system. Consumers and money managers have liquidated and may liquidate equity investments, and consumers and banks have held and may hold cash and other lower-risk investments, resulting in significant declines in the equity capitalization of companies and failures of financial institutions. The recent economic downturn resulted in many companies shifting to a more cautionary mode with respect to leasing of real estate properties. Potential tenants may be looking to consolidate, reduce overhead and preserve operating capital. The downturn also impacted the financial condition of some our tenants and their ability to fulfill their lease commitments which, in turn, impacted our ability in some of our regions to maintain or increase the occupancy level and/or rental rates of our properties.

Recent U.S. debt ceiling and budget deficit concerns have increased the possibility of additional downgrades of sovereign credit ratings and economic slowdowns. In August 2011, Standard & Poor's Ratings Services lowered its long-term sovereign credit rating on the U.S. from "AAA" to "AA+". The impact of this or any further downgrades to the U.S. government's sovereign credit rating, or its perceived creditworthiness, is inherently unpredictable and could adversely affect the U.S. and global financial markets and economic conditions. These developments, and the U.S. government's credit concerns in general, could cause interest rates and borrowing costs to rise. In addition, the lowered credit rating could create broader financial turmoil and uncertainty. In addition, during 2013, the pressure on properties' pricing have eased somewhat and the U.S. real estate market was showing signs of stabilization and an increase towards the end of the year. During 2014 the U.S. real estate market has shown signs of improvement and a consistent increase in assets prices as the demand for investments increased significantly also driven by financial institutions increased willingness to finance new transactions along with low interest rates. Economically, that had been supported by moderate job growth, record housing affordability and fewer distressed property sales. More recently we have witnessed yet a further increase in demand for quality projects both in the residential and the commercial markets. Recent studies also show a significant increase in residential rental prices in major cities across the U.S.

In addition, the Swiss economy led to a slight increase in demand in the office property market in 2011. In particular, Switzerland remains an attractive location for international service providers and corporate headquarters. There is also still a demand for high-quality, modern spaces, which ultimately allows for a certain stability on the rent level. However, while jobs were still being created at the beginning of 2011, the Swiss economy slowed down and consumer sentiment dimmed somewhat in the second half of the year. Towards the end of the year, the demand for office space slowed down due to announced and expected job losses. During 2013 and throughout 2014, as Swiss interest rates declined further, the Swiss real estate prices remained stable in most segments, while other segments were showing signs of increase mainly due to the low interest rates and lack of investments alternatives. At the same time, there was no increase in the demand for new rental spaces and the rental market appeared to be slowing down further, in particular the demand for prime office space and the price for such real estate properties. Although economic conditions were promising in 2013, stagnating sales, depressed income and ongoing structural challenges meant that demand for retail floor space was modest. In addition, the two most highly developed tenant markets, Zurich and Geneva, are exposed to growing oversupply of office space. Despite the above, market values on direct investments generally continued to rise, mainly due to low interest rates. As this was accompanied by moderate demand for rents and stability in rental prices, the overall yields on such investments have decreased further. Recently, the Swiss Central Bank has set negative interest rates for CHF deposits. This in-turn pushed investors to further invest in the real estate market while looking for investments alternatives to generate positive returns on their investments.

Our financial income is affected by changes in the 6-month Libor rate, see Item 3.D. "Risk Factors - Risks Relating to the Economy, Our Financial Condition and Shareholdings" above.

Since the quarter ended June 30, 2004 and except for several non-continuous quarters during 2009 and 2010 and 2011, we operated at a loss. During 2012, except for the second quarter, and during 2013 and 2014, we have been profitable.

5.E. OFF-BALANCE SHEET ARRANGEMENTS

There are no off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors.

5.F. TABULAR DISCLOSURE OF CONTRACTUAL OBLIGATIONS

Set forth below are our contractual obligations and other commercial commitments as of December 31, 2014:

	Payments Due by Period (USD in thousands)				
Contractual Obligations	**Total**	**Less than 1 year**	**1- 3 years**	**4-5 years**	**After 5 years**
Long-Term Debt	112,481	2,401	7,203	4,802	98,075
Capital Lease Obligations	6,527	106	317	211	5,893
Lease Obligations	78	65	13	-	-
Purchase Obligations	-	-	-	-	-
Severance pay	-	-	-	-	-
Other Long-Term Obligations	-	-	-	-	-
Total Contractual Cash Obligations	119,086	2,572	7,533	5,013	103,968

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

6.A. DIRECTORS AND SENIOR MANAGEMENT

The following table sets forth information with respect to the individuals who are currently our directors and executive officers. All of these individuals are presently serving in the respective capacities described below:

Name	**Age**	**Position**
Alex Hilman	62	Executive Chairman of the board of directors
Amir Philips	46	Chief Executive Officer
Shlomo (Tom) Wyler	64	Chief Executive Officer of Optibase Inc.
Yakir Ben-Naim	43	Chief Financial Officer
Orli Garti Seroussi (1)(2)(3)	55	Director
Danny Lustiger(1)(3)	47	Director
Chaim Labenski(1)(2)(3)	67	Director
Reuwen Schwarz	38	Director

(1) Member of our audit committee
(2) External director
(3) Member of our compensation committee

On October 22, 2014, our shareholders approved the re-election of Alex Hilman, Danny Lustiger and Reuwen Schwarz as directors of the Company. On December 19, 2013, our shareholders approved the re-election of Orli Garti Seroussi and Chaim Labenski, as external directors of the Company, and the compensation terms of Mr. Shlomo (Tom) Wyler as the Chief Executive Officer of Optibase Inc., our subsidiary.

Shlomo (Tom) Wyler serves as the Chief Executive Officer of our subsidiary Optibase Inc. Until December 19, 2013, Mr. Wyler has served as a president and a member our board of directors. Since his investment in us in September 2001 (then through Festin Management Corp.), Mr. Wyler has served in various senior executive positions. His other areas of involvement include investment banking, foreign exchange, financial futures and real-estate. In the early 1990s, Mr. Wyler turned his efforts to real estate interests. Mr. Wyler holds a Masters degree in Business Economics from the University of Zurich.

Amir Philips serves as our Chief Executive Officer. Mr. Philips has been serving in this position since June 2011. Prior to this position, Mr. Philips served as our Chief Financial Officer from May 2007, and as Vice President Finance of Optibase Inc. from July 2004. From 2000 until 2004, Mr. Philips held the position of Group Controller and Financial Manager at Optibase Ltd. Before joining Optibase, Mr. Philips was an accountant and auditor at Lotker Stein Toledano and Co., currently a member of BDO Ziv Haft. Mr. Philips is a Certified Public Accountant in Israel. He holds an MBA from the Kellogg-Recanati School of Business and a B.B. degree in Accounting and Business Management from the Israeli College of Management.

Yakir Ben-Naim serves as our Chief Financial Officer. Ms. Ben-Naim has been serving in this position since June 2011. From 2004 until May 2011, Ms. Ben-Naim held the position of Corporate Controller and Financial Manager at Optibase Ltd. Before joining Optibase, Ms. Ben-Naim was a controller at V.Box Communications Ltd., and an accountant at Ernst & Young. Ms. Ben-Naim is a Certified Public Accountant in Israel.

Alex Hilman serves as Executive Chairman of our board of directors since September 2009. He has joined our board of directors in February 2002. Mr. Hilman is a certified accountant in Israel (C.P.A ISR.), and a partner in Hilman & Co., accountancy firm which provides auditing, tax and business consulting services to corporations. Mr. Hilman serves as a board member in other companies in Israel and abroad. Mr. Hilman was the president of the Israeli Institute of Certified Public Accountants in Israel, served on the board of IFAC (International Federation of Accountants), and was a member of the Small & Medium Practices committee in IFAC. Mr. Hilman has published professional works on tax and accounting, among them, The Israel Tax Guide. Mr. Hilman has also held professional and management positions at the ITA (the Israeli Tax Authorities) and lectured Taxation in Tel Aviv University. Mr. Hilman holds a B.A. in Accountancy and Economics from Tel-Aviv University.

Orli Garti Seroussi joined our board of directors on January 31, 2008 as an external director. Ms. Garti-Seroussi serves as an Independent Business Consultant and as an external director of Athelon Ltd. During 2012 and 2013, Ms. Garti-Seroussi served as the Deputy Director and CFO of the Jerusalem Cinematheque - Israel Film Archive. From August 2001 until June 2011, Ms. Garti-Seroussi served as the General Manager of the Bureau of Municipal Corporation in the municipality of Tel-Aviv Jaffa. From June 1999 until July 2001 Ms. Garti-Seroussi served as manager of consulting department in Shif-Hazenfrats & Associations, CPA firm. Prior to that, Ms. Garti-Seroussi served as Deputy Director of the Department of Market Regulation in the Israel Securities Authority and as an Auditor in the Tel Aviv Stock Exchange. Ms. Garti-Seroussi holds an M.P.A from Harvard University and M.B.A degree and a B.A degree in economics and accounting from Tel Aviv University. Ms. Garti-Seroussi is a Certified Public Accountant in Israel.

Danny Lustiger joined our board of directors in October 2009. Mr. Lustiger is the president and Chief Executive Officer of Cupron Scientific Ltd. and has over 18 years of experience in various aspects of Hi-Tech industry at senior positions together with Real estate and infrastructure industries, experience at senior position in public companies. From 2007 until 2009, Mr. Lustiger served as the Chief Financial officer of Shikun & Binui Holdings Ltd. From 1996 and until 2005, Mr. Lustiger served at different managerial positions at Optibase including Chief Financial Officer. From 1993 to 1996 Mr. Lustiger held the position of an accountant and auditor at Igal Brightman & Co. (currently Brightman Almagor & Co., a member of Deloitte & Touche Tomatsu International). Mr. Lustiger is a Certified Public Accountant in Israel. Mr. Lustiger holds a B.A. degree in Accounting and Economics and an MBA in Finance and International management from the Tel-Aviv University.

Chaim Labenski joined our board of directors in December 2010. From 1977 to 1999, Mr. Labenski held a number of positions at Securities Division of Bank Hapoalim BM, including being First Vice president and Head of Foreign Securities and was involved in consulting, securities research, trading and I.P.O coordination with global investment houses. Since 1999 he acts as a private investor. Mr. Labenski holds a B.Sc degree in Civil Engineering from Astor University, U.K, a M.Sc degree in Engineering Management from Leeds University and D.B.A degree in Business Administration from Manchester Business School.

Reuwen Schwarz joined our board of directors in July 2014. Mr. Schwarz serves as an independent contractor providing services to the Company since November 2013. Since 2012, Mr. Schwarz serves as a real estate manager for a private company. From 2008 through 2012 Mr. Schwarz has served as a manager for Centris Capital AG. From 2006 through 2008 Mr. Schwarz has served as a banker for Meinl Bank AG, Vienna. Mr. Schwarz holds a Magister (MA) degree from the University of Economic and Business Administration Vienna, Austria.

6.B. COMPENSATION

The compensation terms for the Company's directors and officers is derived from their employment and services agreements and comply with our Compensation Policy for Executive Officers and Directors as approved by the Company's shareholders on December 19, 2013, or the Compensation Policy.

The table and summary below outline the compensation granted to the five highest compensated directors and officers of the Company during the year ended December 31, 2014. The compensation detailed in the table below refers to actual compensation granted or paid to the director or officer during the year 2014.

Name and Position of director or officer	Salary or Monthly Payment [1]	Value of Social benefits [2]	Bonuses	Value of Equity Based Compensation Granted [3]	All Other Compensation [4]	Total
	(U.S. dollars in thousands)					
Amir Philips, Chief Executive Officer [5]	186	50	50[10]	34 [11]	41	**361**
Shlomo (Tom) Wyler, Chief Executive Officer of Optibase Inc. [6]	170	10	-	17[12]	27	**224**
Yakir Ben-Naim, Chief Financial Officer [7]	89	27	-	-	15	**131**
Alex Hilman, Executive Chairman of our board of directors [8]	67	-	-	36[13]	-	**103**
Reuwen Schwarz, Director [9]	64	-	-	-	9	**73**

(1) "Salary" means yearly gross base salary with respect to our Executive Officers (Mr. Philips, Mr. Wyler and Ms. Ben-Naim). "Monthly Payment" means the aggregate gross monthly payments with respect to the members of our board of directors (Mr. Hilman and Mr. Schwarz) for the year 2014.

(2) "Social Benefits" include payments to the National Insurance Institute, advanced education funds, managers' insurance and pension funds; vacation pay; and recuperation pay as mandated by Israeli law.

(3) Consists of amounts recognized as share-based compensation (options and restricted shares) expense on our financial statements for the year ended December 31, 2014.

(4) "All Other Compensation" includes, among other things, car-related expenses (including tax gross-up), telephone, basic health insurance, travel expenses and holiday presents.

(5) Mr. Philips' employment terms as our Chief Executive Officer provide that Mr. Philips is entitled to a monthly base gross salary of NIS 55,000 (approximately $15,000). Mr. Philips is further entitled to vacation days, sick days and convalescence pay in accordance with market practice and applicable law, monthly remuneration for a study fund, contribution by us to an insurance policy and pension fund, and additional benefits, including communication expenses. In addition, Mr. Philips is entitled to reimbursement of car-related expenses from us (including tax gross-up). Mr. Philips' employment terms include an advance notice period of six months. During such advance notice period, Mr. Philips will be entitled to all of the compensation elements, and to the continuation of vesting of any options or restricted shares granted to him.

(6) For details on Mr. Wyler's compensation terms as approved by our shareholders on December 19, 2013, see Item 7.B. "Related Party Transactions", below.

(7) Ms. Ben-Naim's employment terms as our Chief Financial Officer provide that Ms. Ben-Naim is entitled to a monthly base gross salary of NIS 28,000 (approximately $8,000). Ms. Ben-Naim is further entitled to vacation days, sick days and convalescence pay in accordance with market practice and applicable law, monthly remuneration for a study fund, contribution by us to an insurance policy and pension fund, and additional benefits including communication expenses. In addition, Ms. Ben-Naim is entitled to reimbursement of car-related expenses from us. Ms. Ben-Naim's employment terms include an advance notice period of three months. During such advance notice period, Ms. Ben-Naim may be entitled to all of the compensation elements, and to the continuation of vesting of her options or restricted shares, if granted.

(8) The compensation terms of Mr. Hilman as the Executive Chairman of our board of directors were approved by our shareholders on October 19, 2009. For details on Mr. Hilman's compensation terms, including options and restricted shares granted to him, see Item 7.B. "Related Party Transactions", below.

(9) Mr. Reuwen Schwarz entered into a service agreement with us, for the provision of real estate related consulting services to us, our subsidiaries and affiliates. Such agreement, including the compensation terms of Mr. Schwarz in consideration for the services under the agreement, were approved by our shareholders on December 19, 2013. For further details see Item 7.B. "Related Party Transactions", below.

(10) On October 22, 2014, our shareholders approved, following the approval of our compensation committee and board of directors, the grant of a special bonus in the amount of $50,000 to Mr. Philips.

(11) See footnote no. 3 above. We granted Mr. Philips 39,078 options and 5,600 restricted shares that are currently exercisable or exercisable within 60 days as of March 24, 2015. In addition, we granted Mr. Philips 2,083 options that are currently unvested and will remain unvested within 60 days as of March 24, 2015 and 6,400 restricted shares issued to a trustee under our 2006 Israeli Incentive Compensation Plan which have equity rights, but no voting rights as of March 24, 2015 or within 60 days thereafter.

(12) See footnote no. 3 above. We granted Mr. Wyler 15,000 options and 2,400 restricted shares that are currently exercisable or exercisable within 60 days as of March 24, 2015. In addition, we granted Mr. Wyler 5,000 options that are currently unvested and will remain unvested within 60 days as of March 24, 2015.

(13) See footnote no. 3 above. we granted Mr. Hilman 36,850 options and 6,800 restricted shares that are currently exercisable or exercisable within 60 days as of March 24, 2015. In addition, we granted Mr. Hilman 5,000 options that are currently unvested and will remain unvested within 60 days as of March 24, 2015 and 6,000 restricted shares issued to a trustee under our 2006 Israeli Incentive Compensation Plan which have equity rights, but no voting rights as of March 24, 2015 or within 60 days thereafter.

In addition, all of our directors and officers are entitled to benefit from coverage under our directors' and officers' liability insurance policies and were granted letters of indemnification by us. For further details see "Indemnification, exemption and insurance of Directors and Officers", below.

Following the approval by our shareholders on December 19, 2013 and in accordance with our Compensation Policy (for further information, see item 6.D. "The Compensation Committee"), each of our directors (including external directors and independent directors, but excluding the executive chairman of our board of directors and directors who serve in other roles at the Company) is entitled to a grant of compensation pursuant to the fixed amounts permitted to be paid to external directors (depending on our equity level), all in accordance with applicable regulations promulgated under the Companies Law, or the 'External Directors' Compensation Regulations, as may be from time to time. This remuneration is paid plus value added tax (as applicable). Directors are reimbursed for expenses incurred as part of their service as directors. None of the directors have agreements with us that provide for benefits upon termination of service.

As of December 31, 2014, eight persons served in the capacity as directors or executive officers in our Company and beneficially owned as of such date, options to purchase an aggregate of 12,166 ordinary shares which have not vested on March 25, 2015 or within 60 days thereafter. The exercise price of the options is from $7.79 to $10 per option, the vesting period is spread out over a 4-year period and the expiration date of such options is generally seven years as of their date of grant. In addition, as of March 24, 2015, our directors and executive officers beneficially owned 288,943 shares (of which 103,478 shares are issuable upon exercise of options that are currently vested or will vest within 60 days as of March 24, 2015). For further information, see item 6.E. "Share Ownership".

Indemnification, exemption and insurance of Directors and Officers

The Companies Law permits a company to insure its directors and officers, provide them with indemnification, either in advance or retroactively, and exempt its directors and officers from liability resulting from their breach of their duty of care towards the company, all in accordance with the terms and conditions specified under Israeli law. Our articles of association include clauses allowing us to provide our directors and officers with insurance, indemnification and to exempt them from liability subject to the terms and conditions set forth by the Companies Law, as described below.

In addition, the Israeli Securities Law of 1968, or the Securities Law, was recently amended to make the enforcement of violations of the Securities Law and certain provisions of the Companies Law more efficient by the Israel Securities Authority, or the ISA. Under these amendments, the ISA is allowed to initiate administrative proceedings against entities and individuals with respect to such violations, and to impose various sanctions, including fines, payment of damages to the person or entities harmed as a result of such violations, limitations on the service of any individual as director or officer and suspension or cancellation of certain permits granted to the entity. Under these amendments, a company is not allowed to indemnify or insure its directors and officers in connection with administrative proceedings initiated against them by the ISA, except that a company is allowed to insure and indemnify its directors and officers for any of the following: (i) financial liability imposed on any director or officer for payment to persons or entities harmed as a result of any violation for which an administrative proceedings has been initiated; (ii) expenses incurred by any director or officer in connection with administrative proceedings, including reasonable litigation fees, and including attorney fees.

Subject to statutory limitations, our articles of association provide that we may insure the liability of our directors and offices to the fullest extent permitted by the Companies Law. Without derogating from the aforesaid we may enter into a contract to insure the liability of our directors and officer for an obligation or payment imposed on such director or officer in consequence of an act done in his capacity as a director or officer of Optibase, in any of the following cases:

- A breach of the duty of care vis-a-vis us or vis-a-vis another person;
- A breach of the fiduciary duty vis-a-vis us, provided that the director or officer acted in good faith and had a reasonable basis to believe that the act would not harm us;
- A monetary obligation imposed on him or her in favor of another person;
- Financial liability imposed on him or her for payment to persons or entities harmed as a result of violations in Administrative Proceedings, as detailed in section 52(54)(A)(1)(a) of the Israeli Securities Law;
- Expenses incurred by him or her in connection with Administrative Proceedings (as defined above) he was involved in, including reasonable litigation fees, and including attorney fees; or
- Any other matter in respect of which it is permitted or will be permitted under applicable law to insure the liability of our director or officer.

Our articles of association further provide that we may indemnify our directors and officers, to the fullest extent permitted by the Companies Law. Without derogating from the aforesaid, we may indemnify our directors and officers for liability or expense imposed on them in consequence of an action made by them in the capacity of their position as directors or officers of Optibase, as follows:

- Any financial liability he or she incurs or imposed on him or her in favor of another person in accordance with a judgment, including a judgment given in a settlement or a judgment of an arbitrator, approved by a court.
- Reasonable litigation expenses, including legal fees, incurred by the director or officer or which he or she was ordered to pay by a court, within the framework of proceedings filed against him or her by or on behalf of Optibase, or by a third party, or in a criminal proceeding in which he or she was acquitted, or in a criminal proceeding in which he or she was convicted of a felony which does not require a finding of criminal intent.
- Reasonable litigation expenses, including legal fees he or she incurs due to an investigation or proceeding conducted against him or her by an authority authorized to conduct such an investigation or proceeding, and which was ended without filing an indictment against him or her and without being subject to a financial obligation as a substitute for a criminal proceeding, or that was ended without filing an indictment against him, but with the imposition of a financial obligation, as a substitute for a criminal proceeding relating to an offence which does not require criminal intent, within the meaning of the relevant terms in the Companies Law.

- Financial liability he or she incurs for payment to persons or entities harmed as a result of violations in Administrative Proceedings, as detailed in section 52(54)(A)(1)(a) of the Securities Law. For this purpose "Administrative Proceeding" shall mean a proceeding pursuant to Chapters H3 (Imposition of Monetary Sanction by the Israel Securities Authority), H4 (Imposition of Administrative Enforcement Means by the Administrative Enforcement Committee) or I1 (Settlement for the Avoidance of Commencing Proceedings or Cessation of Proceedings, Conditioned upon Conditions) of the Securities Law, as shall be amended from time to time.

- Expenses that he or she incurs in connection with Administrative Proceedings (as defined above) he was involved in, including reasonable litigation fees, and including attorney fees.

- Any other obligation or expense in respect of which it is permitted or will be permitted under law to indemnify a director or officer of Optibase.

In addition, our articles of association provide that we may give an advance undertaking to indemnify a director and/or an officer in respect of all of the matters above, provided that with respect to the first matter above, the undertaking is restricted to events, which in the opinion of our board of directors, are anticipated in light of our actual activity at the time of granting the obligation to indemnify and is limited to a sum or measurement determined by our board of directors as reasonable under the circumstances. We may further indemnify an officer therein, save for the events subject to any applicable law.

Our articles of association further provide that we may exempt a director in advance and retroactively for all or any of his or her liability for damage in consequence of a breach of the duty of care vis-a-vis Optibase, to the fullest extent permitted by the Companies Law. Notwithstanding the foregoing, the Companies Law prohibits a company to exempt any of its directors and officers in advance from their liability towards such company for the breach of its duty of care in distribution, as defined in the Companies Law, for such company's shareholders (including distribution of dividend and purchase of such company's shares by the company or an entity held by it).

The above provisions with regard to insurance, exemption and indemnity are not and shall not limit the Company in any way with regard to its entering into an insurance contract and/or with regard to the grant of indemnity and/or exemption in connection with a person who is not an officer of the Company, including employees, contractors or consultants of the Company, all subject to any applicable law.

All of the above shall apply *mutatis mutandis* in respect of the grant of insurance, exemption and/or indemnification for persons serving on behalf of the Company as officers in companies controlled by the Company, or in which the Company has an interest.

The Companies Law provides that companies may not give insurance, indemnification (including advance indemnification), or exempt their directors and/or officers from their liability in the following events:

- a breach of the fiduciary duty, except for a breach of the fiduciary duty vis-à-vis the company with respect to indemnification and insurance if the director or officer acted in good faith and had a reasonable basis to believe that the act would not harm the company;

- an intentional or reckless breach of the duty of care, except for if such breach was made in negligence;

- an act done with the intention of unduly deriving a personal profit; or

- Fine, civil penalty, a financial sanction or penalty imposed on the directors or officers.

We have a directors and officers liability insurance policy, as described below.

On December 19, 2013, following the approval by our compensation committee and board of directors, our shareholders approved the purchase by the Company (including for the avoidance of doubt, any renewals or extensions), from time to time, of directors' and officers' liability insurance policies, including as directors or officers of our subsidiaries, in Israel or overseas, for a period of three years commencing on December 19, 2013, or until the annual general meeting of our shareholders to be held in 2016, whichever is later; provided however, that policies purchased under this framework comply with all of the following conditions:

- the maximum coverage amount under each policy shall not exceed the higher of: (i) US $10,000,000; or (ii) 25% of our shareholders equity based on our most recent financial statements at the time of approval by our compensation committee;

- the maximum yearly premium to be paid by us for each policy shall not exceed 1% of the aggregate coverage of such policy;
- the terms of the policy shall comply with our Compensation Policy for directors and officers; and
- the purchase of the policy (including any renewal or extension) shall be approved by our compensation committee (and, if required by law, by our board of directors) which shall determine whether the coverage amount and the relevant premium sums are reasonable considering our exposures, the scope of coverage and market conditions and that the policy reflects the current market conditions, and it shall not materially affect our profitability, assets or liabilities.

We currently have an insurance policy for our directors' and officers' liability, including as directors or officers of our subsidiaries, for the period commencing on August 1, 2014 and ending on July 31, 2015, as approved by our compensation committee, audit committee and board of directors. The coverage amount under such policy and the yearly premium to be paid by us for such policy are US $10,000,000 and US $50,000, respectively. The terms of such policy are in accordance with our Compensation Policy and in accordance with the framework resolution with respect to the purchase by us, from time to time, of directors' and officers' liability insurance policies, including as directors or officers of our subsidiaries, as approved by our shareholders at the annual general meeting held at December 19, 2013.

We have undertaken to indemnify all of our directors and officers, including Mr. Tom Wyler, the Chief Executive Officer of our subsidiary Optibase Inc., to the fullest extent permitted by the Companies Law and our articles of association and entered into an indemnity letter with each of our directors and executive officers. The aggregate indemnification amount shall not exceed the higher of: (i) 25% of our shareholders' equity, as set forth in our financial statements prior to such payment; or (ii) $10 million. On November 17, 2011, our shareholders approved an amendment to the letters of indemnification issued by us to all of our directors and officers, with respect to recent amendments to the Israeli Securities Law, in connection with administrative proceedings. In addition, on October 22, 2014, our shareholders further approved the following amendments to the letters of indemnification issued by us to all of our directors and officers: (a) inclusion of additional events upon the occurrence of which we may indemnify our current and future directors and officers; and (b) increase of the aggregate and accumulated indemnification amount that we may pay our directors and officers, to an amount that shall not exceed the higher of: (i) 25% of the shareholders' equity of the Company, as set forth in our most recent consolidated financial statements prior to such payment; (ii) $10 million.

6.C. BOARD PRACTICES

Pursuant to our articles of association, our board of directors is required to consist of three to nine members. Directors are elected at the annual general meeting of our shareholders by a vote of the holders of a majority of the voting power represented at such meeting. Each director holds office until the annual general meeting of shareholders following the annual general meeting at which the director was elected or until his or her earlier resignation or removal. A director may be re-elected for subsequent terms. At present, our board of directors consists of five members, including two external directors appointed in accordance with the Israeli law requirements, as detailed herein. Our articles of association provide that our directors may at any time and from time to time, appoint any other person as a director, either to fill in a vacancy or to increase the number of members of our board of directors.

Under the Companies Law, each Israeli public company is required to determine the minimum number of directors with "accounting and financial expertise" that such company believes is appropriate in light of the particulars of such company and its activities. A director with "accounting and financial expertise" is a person that, due to education, experience and qualifications, is highly skilled and has an understanding of business-accounting issues and financial statements in a manner that enables him/her to understand in depth the company's financial statements and stimulate discussion regarding the manner of presentation of the financial data. Our board of directors resolved on March 30, 2006 and on June 27, 2010 that the minimum number of directors with accounting and financial expertise appropriate for us in light of the size of the board of directors and nature and volume of the Company's operations is one director (such director may serve as an external director, see below).

External Directors

Under the Companies Law, Israeli public companies are required to appoint at least two external directors to serve on their board of directors. Our shareholders approved on December 19, 2013 the re-appointment of Mr. Chaim Labenski and Ms. Orli Garti-Seroussi as our external directors as of December 29, 2013 and as of January 31, 2014, respectively, for a three-year term. In addition, each committee of the board of directors entitled to exercise any powers of the board is required to include at least one external director. The audit committee must include all the external directors, see "Committees of the Board of Directors" below.

Pursuant to the Companies Law, at least one external director is required to have "accounting and financial expertise" and the other is required to have "professional qualification" or "accounting and financial expertise". A director has "professional qualification" if he or she satisfies one of the following:

(i) the director holds an academic degree in one of these areas: economics, business administration, accounting, law or public administration;

(ii) the director holds an academic degree or has other higher education, all in the main business sector of the company or in a relevant area for the board position; or

(iii) the director has at least five years' experience in one or more of the following or an aggregate five years' experience in at least two or more of these: (a) senior management position in a corporation of significant business scope; (b) senior public office or senior position in the public sector; or (c) senior position in the main business sector of the company.

(i) A director with "accounting and financial expertise" is a person that in light of his or her education, experience and skills has high skills and understanding of business-accounting issues and financial reports which allow him or her to deeply understand the financial reports of the company and hold a discussion relating to the presentation of financial information. The company's board of directors will take into consideration in determining whether a director has "accounting and financial expertise", among other things, his or her education, experience and knowledge in any of the following: accounting issues and accounting control issues characteristic to the segment in which the company operates and to companies of the size and complexity of the company;

(ii) the functions of the external auditor and the obligations imposed on such auditor;

(iii) preparation of financial reports and their approval in accordance with the companies law and the securities law.

A company whose shares are traded in certain exchanges outside of Israel, including The NASDAQ Global Market, such as our company, is not required to nominate at least one external director who has accounting and financial expertise so long as another independent director for audit committee purposes who has such expertise serves on board of directors pursuant to the applicable foreign securities laws. In such case, all external directors will have professional qualification.

Under Israeli law, a person may not serve as an external director if he or she is a relative of any of the controlling shareholders or at the date of the person's appointment or within the prior two years the person, or his or her relatives, partners, employers or entities under the person's control or entities which he or she are subject to their control, have or had any affiliation with us, with our controlling shareholder, or its relative or any entity controlling, controlled by or under common control with us. Under the Companies Law, "affiliation" includes an employment relationship, a business or professional relationship maintained on a regular basis or control or service as an executive officer, excluding service as a director in anticipation of serving as an external director in a company that is about to offer its shares to the public for the first time.

Furthermore, under Israeli law, a person may not serve as an external director if he or she, or his or her relatives, partners, employers or a person or entity he or she is subordinate to directly or indirectly, or an entity controlled by the external director has business or professional relations (excluding insignificant relations) with a person or entity whose affiliation with such external director is forbidden.

A person may not serve as an external director if that person's position or other business activities create, or may create, a conflict of interest with the person's service as an external director or may otherwise interfere with the person's ability to serve as an external director. If at the time any external director is appointed, all members of the board (who are not a controlling shareholder or its relative) are the same gender, then the external director to be appointed must be of the other gender.

External directors are elected by a majority vote at a shareholders' meeting, so long as either:

(i) the majority of shares voted for the election includes the majority of the shares of non-controlling shareholders or with no personal interest excluding a personal interest not resulting from relation with controlling shareholders, voted at the meeting; or

(ii) the total number of shares to total amount of shareholders listed in subsection (i) above, who voted against the election of the external director does not exceed two percent (2%) of the aggregate voting rights of the company.

The Companies Law provides for an initial three-year term for an external director which may be extended, for two additional three-year terms subject to provision specified in the Companies Law. In the case of a company whose shares are traded in certain exchanges outside of Israel, including The Nasdaq Global Market, such as our company, regulations promulgated under the Companies Law provide that the service of an external director can be extended to additional three-year terms, if both the audit committee and the board of directors confirm that in light of the expertise and contribution of the external director, the extension of such external director's term would be in the interest of the company. Election of external directors requires a special majority, as described above and that the period which that person served as an external director together with the reasons for the extension given by the audit committee presented to the shareholders prior to such approval. External directors may be removed only by the same special majority required for their election or by a court, and then only if the external directors cease to meet the statutory qualifications for their appointment or if they violate their duty of loyalty to the company. In the event the number of external directors is less than two external directors, our board of directors is required under the Companies Law to call a shareholders' meeting to appoint a new external director.

External directors may be compensated only in accordance with regulations adopted under the Companies Law.

Our board of directors has a majority of independent directors required pursuant to the NASDAQ Global Market rules.

Independent Directors

Under the Companies Law, the majority of the members of the audit committee must be independent directors. In addition, the Companies Law includes a corporate governance recommendation according to which the majority of the members of the board of directors in a public company that does not have a controlling shareholder should be independent directors, and in a company with a controlling shareholder at least third of the board of directors should be independent directors. A public company may classify an external director or an individual serving as a director, as an independent director only if (i) the audit committee has determined that he or she is qualified to serve as an external director (with the exception that such director does not have to have professional qualifications or accounting and financial expertise in order to serve as an independent director), and (ii) he or she is not serving as a director in the company for more than consecutive nine years (only a period of two or more years, in which such person did not serve as a director in the company, shall be deemed to discontinue the nine year sequence).

Committees of the Board of Directors

As of the date of this annual report, we have two committees of the board of directors, which includes our audit committee and our compensation committee, as described below.

The Audit Committee

The Companies Law requires public companies to appoint an audit committee. The responsibilities of the audit committee include, among others, identifying irregularities and deficiencies in the management of the company's business and approval of related party transactions as required by law. An audit committee must consist of at least three members, and include all of the company's external directors. In addition, the majority of its members shall be independent directors in accordance with the requirements of The Companies Law. However, the chairman of the board of directors, any director employed by the company or by its controlling shareholder or by any other entity controlled by such controlling shareholder or a director providing, on a regular basis, services to the company, to any controlling shareholder or to other entity controlled by such controlling shareholder, or any director whose livelihood relies on any controlling shareholder, may not be a member of the audit committee. Any controlling shareholder and any relative of a controlling shareholder may also not be a member of the audit committee. The chairman of the audit committee must be an external director, who has not been serving as a chairman of the audit committee for more than nine years. An audit committee recommends approval of transactions that are deemed interested party transactions, including directors' compensation and transactions between a company and its controlling shareholder or transactions between a company and another person in which its controlling shareholder has a personal interest. The audit committee must also determine whether a transaction constitute an extraordinary transaction. Pursuant to Amendment 22 to the Companies Law, effective as of January 10, 2014, the responsibilities of the audit committee under the Companies Law also include the following matters: (i) to ensure that a competitive procedure is conducted for related party transactions with a controlling shareholder (regardless of whether or not such transactions are deemed extraordinary transactions), optionally based on criteria which may be determined by the audit committee annually in advance; and (ii) setting forth the approval process for transactions that are 'non-negligible' (*i.e.* transactions with a controlling shareholder that are classified by the audit committee as non-negligible, even though they are not deemed extraordinary transactions), as well as determining which types of transactions would require the approval of the audit committee, optionally based on criteria which may be determined annually in advance by the audit committee. An audit committee may not approve an action or a transaction with an officer or director, a transaction in which an officer or director has a personal interest, a transaction with a controlling shareholder and certain other transactions specified in the Companies Law, unless at the time of approval two external directors are serving as members of the audit committee and at least one of the external directors was present at the meeting in which an approval was granted.

Subject to the exceptions specified in the Companies Law, any person who is not eligible to serve in the audit committee shall not participate in its meetings.

Legal quorum shall be constituted when the majority members of the audit committee shall be present at the meeting, provided that: (a) the majority of the present members are independent directors; and, (b) at least one of the present members is an external director.

Under the Companies Law there are restrictions regarding engagement or benefits with a person who served as an external director (or his or her relative) for period of two years commencing the time when such external director leaves office.

In accordance with the Sarbanes-Oxley Act of 2002 and NASDAQ requirements, our audit committee reviews our internal accounting procedures and consults with and reviews the services provided by our independent auditors.

The rules of NASDAQ currently applicable to foreign private issuers, such as us, require us to establish an audit committee of at least three members, comprised solely of independent directors. All of the members of the audit committee must be able to read and understand basic financial statements, and at least one member must have experience in finance or accounting, requisite professional certification in accounting or comparable experience or background. The board has determined that Ms. Orli Garti-Seroussi is an audit committee financial expert as defined by applicable Securities and Exchange Commission, or the "SEC" or "Commission" regulation. The responsibilities of the audit committee under the NASDAQ rules include the selection and evaluation of the outside auditors and evaluation of their independence.

The members of our audit committee are Mr. Chaim Labenski , Mr. Danny Lustiger and Ms. Orli Garti-Seroussi. These include our two external directors as required under the Companies Law, and we believe that all of the members of our audit committee are independent of management, and satisfy the requirements of Companies Law, the SEC's rules and NASDAQ rules.

The Compensation Committee

Under the Companies Law (as recently amended, see Item 10.B. "Memorandum and Articles of Association – Compensation of Officers and Directors"), a public company is required to appoint a compensation committee. The compensation committee must consist of at least three directors, must include all the external directors, the majority of its members must be external directors, and its chairman must be an external director. In addition, all members of the compensation committee must meet the requirements under the Companies Law for membership in the audit committee, as described above.

Under the Companies Law and our compensation committee charter, our compensation committee is responsible, among others, for (i) recommending to the board of directors regarding its approval of a compensation policy in accordance with the requirements of the Companies Law, and any other compensation policies, incentive-based compensation plans and equity-based plans; (ii) overseeing the development and implementation of such compensation plans and policies that are appropriate in light of all relevant circumstances and recommending to the board of directors regarding any amendments or modifications that the compensation committee deems appropriate; (iii) determining whether to approve transactions concerning the terms of engagement and employment of our officers and directors that require compensation committee approval under the Companies Law or our compensation plans and policies; and (iv) taking any further actions as the compensation committee is required or allowed to under the Companies Law or the compensation plans and policies.

The members of our compensation committee are Mr. Chaim Labenski, Mr. Danny Lustiger and Ms. Orli Garti-Seroussi.

We do not have a nomination committee. The actions ordinarily taken by such committee are resolved by the majority of our independent directors, in accordance with the Companies Law and the NASDAQ Global Market listing requirements.

Internal auditor

The Companies Law requires the board of directors of a public company to appoint an internal auditor pursuant to the audit committee's proposal. The internal auditor must satisfy certain independence requirements as required by the law. The role of the internal auditor is to examine, among other things, the compliance of the company's conduct with applicable law and orderly business procedures. Our internal auditor is Mr. Doron Cohen of Fahn Kanne & Co., a member firm of Grant Thornton International Ltd.

Employment Agreements

Each of our executive officers entered into a written employment agreement with us that provides, among other things, that such officers be paid a monthly salary and bonuses. Each such agreement can be terminated either by us, or by the employee, upon prior notice, which ranges between 30 to 120 days for most of the management team. The employment agreements also provide that each executive officer will maintain confidentiality of matters relating to us and will not compete with us during the period of the officer's employment and for a certain period thereafter.

6.D. EMPLOYEES

Since the sale of our Video Solutions Business on July 1, 2010 and as of the date of this annual report, we have nine employees, including employees in our subsidiaries, all of them employed in our general and administrative, finance and human resources divisions.

All of our employees are currently employed pursuant to personal employment agreements.

6.E. SHARE OWNERSHIP

As of March 24, 2015, our current directors and executive officers (eight persons) beneficially owned an aggregate of 288,943 ordinary shares of our Company of which 103,478 shares are issuable upon exercise of options that may be currently exercisable or exercisable within 60 days of March 24, 2015. Such number excludes 12,400 ordinary shares held by a trustee for the benefit of directors and executive officers under the Company's incentive plan which have not vested as of March 24, 2015 or 60 days thereafter, and award their holder no voting and equity rights. Other than Shlomo (Tom) Wyler, all of our directors or executive officers hold less than 1% of our shares. See Item 7.A. "Major Shareholders" for more information regarding Mr. Wyler's holdings.

Incentive Plans

As of March 24, 2015, options to purchase 112,000 of our ordinary shares were outstanding, with exercise prices ranging from $5.96 to $10 per share. As of March 24, 2015, 99,834 of the options described above have vested or are exercisable within 60 days of such date. The expiration date of the aforementioned options is generally seven years from the date of their grant. As of December 31, 2013 and 2014, the number of options reserved for issuance under our plans was 470,722 and 482,722, respectively.

As of March 24, 2015 or within 60 days thereafter, an aggregate of 191,690 ordinary shares has been reserved for issuance under the 2006 Plan, and 12,400 were granted and are outstanding. As of December 31, 2013 and 2014, the number of restricted shares reserved for issuance under the 2006 Plan was 57,690 and 49,690, respectively.

The following table shows the number of options and restricted shares outstanding and reserved for issuance under each of our incentive plans, as of March 24, 2015 or within 60 days thereafter.

Plan	Number of options outstanding	Number of options reserved for issuance
1999 Israeli Plan	112,000	482,722

Plan	Number of shares outstanding	Number of shares reserved for issuance
2006 Israeli Incentive Compensation Plan	12,400	191,690

The following is a description of our incentive plans currently in effect.

1999 Plans

In January 1999, our shareholders approved the adoption of an Israeli option plan, or the 1999 Israeli Plan, and a U.S. option plan, or the 1999 U.S. Plan, collectively the "1999 Plans" both plans have a joint pool of underlying shares to be granted thereunder. The 1999 Plans were amended from time to time to include different tax tracks. The purpose of the 1999 Plans is to attract and retain the best available personnel, to provide additional incentive to employees, directors and consultants and to promote the success of our business. In December 1999, our board of directors adopted a resolution to amend the 1999 Plans in a manner that as of April 1, 2000, the number of shares made available for grant under the 1999 Plans will be automatically increased annually, to equal 5% of our outstanding share capital at the relevant time. In May 2003 we amended our 1999 Israeli Plan to provide for the grant of options to Israeli optionees under the new capital gains track provisions of the Israeli Tax Ordinance. As of March 24, 2015, or within 60 days thereafter, an aggregate of 482,722 ordinary shares has been reserved for issuance under the 1999 Israeli Plan, and 112,000 were granted and are outstanding. Unless specifically changed for a certain grantee, options vest monthly over a period of four years, starting one year after the date of grant, subject to the continued employment of the grantee. The exercise price of the options is determined by our board of directors, subject to limitations. Generally, options granted under each of the 1999 Plans will have a term of no more than seven years from the date of grant. All options are subject to earlier termination upon termination of the grantee's employment or other relationship with us, generally no less than three months from termination. We may make certain exceptions, from time to time, in the vesting and expiration terms of options granted to certain grantees.

2006 Israeli Incentive Compensation Plan

In May 2006, our board of directors approved the adoption of the 2006 Israeli Incentive Compensation Plan, or the 2006 Plan, the purpose of which is to secure the benefits arising from ownership of share capital by our employees, officers and directors who are expected to contribute to the Company's future growth and success. The 2006 Plan provides for the grant of options, restricted shares and restricted share units in accordance with various Israeli tax tracks. We currently use the 2006 Plan for the grant of restricted shares only. The restricted shares are granted for no consideration and with a vesting schedule of two years (50% each year). The restricted shares are granted in accordance with the Israeli capital gains tax track. Termination of employment of a grantee for any reason will result in the forfeiture of such grantee's unvested restricted shares. All restricted shares are subject to earlier termination upon termination of the grantee's employment or other relationship with us, generally no less than 90 days from termination. We may make certain exceptions, from time to time, in the vesting and expiration terms of the securities granted to certain grantees. In November 2013, our board of directors approved the increase of number of shares under the 2006 Plan in additional 50,000 shares and in August 2014, our board of directors approved the increase of number of shares under the 2006 Plan in additional 150,000 shares. As of March 24, 2015 or within 60 days thereafter, an aggregate of 191,690 ordinary shares has been reserved for issuance under the 2006 Plan, and 12,400 were granted and are outstanding.

NASDAQ Listing Rules permit foreign private issuers to follow home country practices in regard to certain requirements, including the requirement to obtain shareholder approval in connection with the establishment of certain incentive plans. In June and September 2006, we notified NASDAQ that we elected to follow home practices with regard to the adoption of, and the amendment to, the 2006 Plan. Accordingly, the adoption of, and the amendments to, the 2006 Plan were not approved by our shareholders.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

7.A. MAJOR SHAREHOLDERS

The following table sets forth certain information known to us regarding the beneficial ownership of our outstanding ordinary shares as of March 24, 2015 of (i) each person or group known by us to beneficially own 5% or more of the outstanding ordinary shares and (ii) the beneficial ownership of all officers and directors as a group, in each case as reported by such persons:

Name of Beneficial Owner	No. of Ordinary Shares Beneficially Owned[1]	Percentage of Ordinary Shares Beneficially Owned
The Capri Family Foundation [2]	3,796,284	74.07
Shareholding of all directors and officers as a group (eight persons)[3]	288,943	5.53

(1) Number of shares and percentage ownership is based on 5,125,230 ordinary shares outstanding as of March 24, 2015. Such number excludes: (i) 45,895 ordinary shares held by us or for our benefit, and (ii) 12,400 ordinary shares granted under our 2006 Plan held by a trustee for the benefit of the grantees thereunder, both have no voting or equity rights as of the date hereof or within 60 days thereafter. Beneficial ownership is determined in accordance with rules of the SEC and includes voting and investment power with respect to such shares. Shares subject to options that are currently exercisable or exercisable within 60 days of March 24, 2015 are deemed to be outstanding and to be beneficially owned by the person holding such options for the purpose of computing the percentage ownership of such person, but are not deemed to be outstanding and to be beneficially owned for the purpose of computing the percentage ownership of any other person. All information with respect to the beneficial ownership of any principal shareholder has been furnished by such shareholder and, unless otherwise indicated below, we believe that persons named in the table have sole voting and sole investment power with respect to all the shares shown as beneficially owned, subject to community property laws, where applicable. The shares beneficially owned by the directors include the ordinary shares owned by their family members to which such directors disclaim beneficial ownership.

(2) The information is accurate as of March 18, 2015, and based on Amendment No. 6 to Schedule 13D filed with the SEC on March 18, 2015, by The Capri Family Foundation. According to such Amendment No. 6 to Schedule 13D, Capri directly owns 3,796,284 of our ordinary shares. The core activity of Capri is the holding of investments. In addition, the beneficiaries of Capri are the children of Mr. Tom Wyler, the Chief Executive Officer of our subsidiary, Optibase Inc.

(3) Includes 185,465 ordinary shares and 103,478 ordinary shares issuable upon exercise of options exercisable within 60 days of March 24, 2015. Excludes 12,400 ordinary shares held by a trustee for the benefit of our directors and executive officers under our 2006 Plan, which have not vested on March 24, 2015 or within 60 days thereafter and do not acquire any voting or equity rights.

Significant changes in the ownership of our shares.

All numbers of ordinary shares below was adjusted to reflect a one-for-five reverse share split of our ordinary shares that we effected on September 27, 2012. See Item 4.A. "History and Development of the Company - Reverse Share Split".

The following table specifies significant changes in the ownership of our shares held by Shlomo (Tom) Wyler. This information is based on Schedules 13D filed by Shlomo (Tom) Wyler during the period beginning on January 1, 2012, regarding ownership of our shares, and to date:

Beneficial Owner –	Date of filing	No. Of Shares Beneficially Held
Shlomo (Tom) Wyler	November 21, 2012	159,218*

* Excluding outstanding options to purchase 20,000 Ordinary Shares which have expired on December 16, 2011 and 40,000 Ordinary Shares which have expired on December 5, 2009, and including 2,400 vested restricted shares.

For further information regarding a private placement to Shlomo (Tom) Wyler, see Item 7.B "Related Party Agreements".

The following table specifies significant changes in the ownership of our shares held by Gesafi Real Estate S.A. This information is based on Schedules 13D filed by Gesafi Real Estate S.A during the period beginning on January 1, 2012, regarding ownership of our shares, and to date:

Beneficial Owner –	Date of filing	No. Of Shares Beneficially Held
Gesafi Real Estate S.A*	June 14, 2012	627,185
Gesafi Real Estate S.A	November 21, 2012	1,127,185
Gesafi Real Estate S.A	February 3, 2014	0**

* To the best of our knowledge, 100% of the equity interest of Gesafi Real Estate S.A, or Gesafi, is held by The Capri Family Foundation, or Capri. The beneficiaries of Capri are the children of Mr. Shlomo (Tom) Wyler, the Chief Executive Officer of our subsidiary, Optibase Inc.

** The information is based on Amendment No. 5 to Schedule 13D filed with the SEC on February 3, 2014, by Gesafi and Capri, pursuant to the powers of the councillors of Capri, Gesafi transferred 1,127,185 ordinary shares held by it to Capri without consideration, as follows: 5,000 ordinary shares on November 8, 2013, 8,000 ordinary shares on November 12, 2013 and 1,114,185 ordinary shares on November 19, 2013.

The following table specifies significant changes in the ownership of our shares held by The Capri Family Foundation. This information is based on Schedules 13D filed by The Capri Family Foundation during the period beginning on January 1, 2012, regarding ownership of our shares, and to date:

Beneficial Owner –	Date of filing	No. Of Shares Beneficially Held
The Capri Family Foundation*	November 21, 2012	1,297,290
The Capri Family Foundation	February 3, 2014	3,725,055
The Capri Family Foundation	March 18, 2015	3,796,284**

* To the best of our knowledge, the beneficiaries of The Capri Family Foundation are the children of Mr. Shlomo (Tom) Wyler, the Chief Executive Officer of our subsidiary, Optibase Inc.

** The information is based on Amendment No. 6 to Schedule 13D filed with the SEC on March 18, 2015, by Capri, in connection with the acquisition of an additional 71,229 ordinary shares by Capri, as follows: (a) on January 30, 2015, Capri acquired an additional 52,483 ordinary shares in a private transaction with an unrelated third party at a price of $6.71 per share; and (b) on February 25, 2015, Capri acquired an additional 18,746 ordinary shares on the Nasdaq Global Market, at a price of $6.40 per share.

All of our shares have the same voting rights.

On March 24, 2015, registered holders in the United States hold approximately 53% of our ordinary shares. To the best of our knowledge, except as described above, we are not owned or controlled directly or indirectly by any government or by any other corporation. We are not aware of any arrangement, the operation of which may at a subsequent date result in a change in control of us.

7.B. RELATED PARTY TRANSACTIONS

For a description of the insurance, indemnification and exemption granted to our directors and officers, see Item 6.B. “Compensation” above.

For a description of the grant of options to our directors and officers, see Item 6.E. “Share Ownership”, above. In addition, each member of our board of directors is granted compensation pursuant to the fixed amounts permitted to be paid to external directors (depending on our equity level), all in accordance with the 'External Directors' Compensation Regulations, as may be from time to time, for his/her service as a director. For additional information see Item 6.B. “Compensation” above.

On October 19, 2009, our shareholders approved the compensation of Mr. Alex Hilman, a director of the Company, who was appointed on September 1, 2009 as Executive Chairman of the board of directors. The principal terms of such compensation are as follows: a monthly payment of NIS 20,000 plus applicable value added tax, against the receipt of a tax invoice. The Company will also reimburse Mr. Hilman for his reasonable expenses directly incurred by him in the performance of his duties against the production of appropriate receipts. In addition, Mr. Hilman was granted on October 19, 2009, 20,000 options exercisable into 20,000 ordinary shares NIS 0.65 nominal value each of the Company under the Company's 1999 Israeli Share Option Plan. The options were granted under the Section 102 of the Israeli Tax Ordinance, through the capital gains tax track. The exercise price of each option is $5.96. The options vest over a period of four years in equal parts, and may be exercisable until their 10th anniversary. All other terms of the options are as stated in the Company's 1999 Israeli Share Option Plan.

On May 6, 2010, our shareholders approved the grant of 50,000 options exercisable into 10,000 ordinary shares NIS 0.65 nominal value each of the Company under the Company's 1999 Israeli Share Option Plan to Mr. Danny Lustiger as a director of the Company. The options were granted under Section 102 of the Israeli Tax Ordinance, through the capital gains tax track. The exercise price of each option is $10. The options vest over a period of four years in four equal parts, and may be exercisable until their 10th anniversary. All other terms of the options are as stated in the Company's 1999 Israeli Share Option Plan. Mr. Lustiger was also entitled to 800 restricted shares, which vest over two years in two equal parts, and which were granted pursuant to the Company's 2006 Israeli Incentive Compensation Plan.

On December 29, 2010, our shareholders approved the grant by the Company of 2,400 restricted shares of the Company, in three equal consecutive annual grants, to each of Mr. Alex Hilman, Ms. Dana Tamir-Tavor and Mr. Danny Lustiger, or the Recipients, who served at that time as directors of the Company, under the Company's 2006 Israeli Incentive Compensation Plan. The restricted shares were granted to the Recipients for no consideration, and vest after a two-year period (50% each year) from their date of grant, subject to the continued employment or service of the Recipients in the Company.

Our shareholders have further approved on December 19, 2013, the reappointment of Ms. Garti-Seroussi and Mr. Labenski as external directors of the Company, including the compensation terms for their service as external directors of the Company, in the compensation terms specified in Item 6.B. “Compensation” above.

On May 5, 2011, Following the approval of our audit committee and board of directors, our shareholders approved a private placement of 500,000 newly issued ordinary shares of the Company, then representing 13.11% of the Company's voting rights, to Mr. Wyler, the Chief Executive Officer of our subsidiary, Optibase Inc, in consideration for $5 million.

On November 17, 2011, and following the approval by our audit committee and board of directors, our shareholders approved a grant of 20,000 options exercisable into 20,000 ordinary shares NIS 0.65 nominal value each of the Company to Mr. Hilman, the Executive Chairman of the board of directors, under the Company's 1999 Israeli Share Option Plan, without consideration. The Options were granted to a trustee for the benefit of Mr. Hilman in accordance with the requirements of the capital gains tax track chosen by the Company. The exercise price of each option is $10. The options vest during a four-year period as of their date of grant (25% each year), and may not be exercised following their 10th anniversary. All other terms of the options are as stated in the Company's 1999 Israeli Share Option Plan. Along with the approval of the grant of options to Mr. Hilman, the Company's shareholders approved a similar grant of 20,000 options exercisable into 20,000 ordinary shares to Mr. Shlomo (Tom) Wyler, the Chief Executive Officer of our subsidiary, Optibase Inc., who then served as our president and member of our board of directors, under the Company's 1999 Israeli Share Option Plan. The terms of grant of such options to Mr. Wyler are identical to the terms of grant of the options to Mr. Hilman as described above, except that the tax track available to Mr. Wyler, who considered to be our controlling shareholder as of the date grant of such options, is different from the capital gains tax track afforded to all other directors and officers of the Company. Under this tax track, we will also not be able to recognize expenses pertaining to this grant.

On November 17, 2011, and following the approval by our audit committee and board of directors, our shareholders approved an agreement between the Company and BN Finance AG, or BN Finance, a company affiliated with Mr. Shlomo (Tom) Wyler, the Chief Executive Officer of our subsidiary, Optibase Inc., who then considered to be our president and member of our board of directors, for the provision of business and financial consulting services to the Company and its subsidiaries and affiliates. According to the agreement, BN Finance will provide the Company with business and financial consulting services, or the services, which will include advising the Company on its financing agreements, negotiations with the financing banks and the service of directors and officers of BN Finance as directors of the Company's subsidiaries and affiliates, as requested by the Company and/or its subsidiaries and affiliates from time to time and at the sole discretion of the Company. BN Finance will render the services faithfully and diligently for the benefit of the Company, its subsidiaries and affiliates, and will devote all necessary time and attention for the performance of the services. BN Finance will also use its best efforts to implement the policies established by the Company, its subsidiaries and affiliates in the performance of the services. In consideration for the services, the Company will pay BN Finance a monthly fee of CHF 10,000 plus applicable value added tax. In the event the agreement is terminated during a certain month, BN Finance will be entitled for a pro rata fee based on the number of days that has lapsed until the termination date of this agreement. The agreement has taken effect since November 1, 2011 and for a period of three years thereafter. Each of BN Finance and the Company may terminate the agreement by giving a prior written notice of 30 days. During such advance notice period, BN Finance will be required to continue the provision of the services (unless the Company has instructed it otherwise) and in any event BN Finance will be entitled to receive the consideration for such period.

In July 2013, our audit committee and board of directors approved the receipt of guarantees from our controlling shareholder or any affiliate thereof, to financing institutions in connection with us, our subsidiaries' or affiliated companies' real estate and real estate related activities. For further details see Item 5.B. “Liquidity And Capital Resources” above.

On December 19, 2013, and following the approval by our compensation committee and board of directors, our shareholders approved the grant of our 12,000 restricted shares, in three equal consecutive annual grants (commencing on January 1, 2014), to each of Mr. Alex Hilman, the executive chairman of our board of directors, and Mr. Amir Philips, our chief executive officer, or the Recipients, under the Company's 2006 Israeli Incentive Compensation Plan. The restricted shares were granted to the Recipients for no consideration, and vest after a two-year period (50% each year) from their date of grant, subject to the continued employment or service of the Recipients in the Company.

On December 19, 2013, and following the approval by our audit committee, compensation committee and board of directors, our shareholders approved the compensation terms of Mr. Shlomo (Tom) Wyler, for his service as Chief Executive Officer of our subsidiary Optibase Inc. According to the terms approved by our shareholders, Mr. Wyler serves as Chief Executive Officer of Optibase Inc. and is responsible for the implementation of our strategy in North America, recognizing new local opportunities, forming strategic alliances and overseeing the ongoing management of our current U.S. real estate portfolio. The yearly gross base salary in consideration for Mr. Wyler's services as Chief Executive Officer of Optibase Inc. will be $170,000 for a full time position as well as reimbursement of health insurance expenses of up to $24,000 per year, and including reimbursement of reasonable work-related expenses incurred as part of his activities as Chief Executive Officer of Optibase Inc., of up to $50,000 per year. The employment of Mr. Wyler is for a three-year term commencing on January 1, 2014. Mr. Wyler's service as our president and member of our board of directors ended as of December 19, 2013.

On December 19, 2013, and following the approval by our audit committee and board of directors, our shareholders approved the a service agreement between the Company and Mr. Reuwen Schwarz, currently serves also as a member of our board of directors, for the provision of real estate related consulting services to us, our subsidiaries and affiliates. Mr. Schwarz is a relative of the beneficiaries of Capri, our controlling shareholder. According to term of the service agreement with Mr. Schwarz, he will provide us with real estate related consulting services, including: (i) searching, introducing and advising us on real estate transactions, (ii) advising and negotiating with banks and financing institutions, (iii) advising us on our financing agreements, all as requested by us from time to time and at our sole discretion. Such services will be provided by Mr. Schwarz at the request of the Company. Mr. Schwarz will render such services faithfully and diligently for the benefit of the Company, and will devote all necessary time and attention for the performance of the services. Mr. Schwarz will also use his best efforts to implement the policies established by us in the performance of such services. In consideration for such services, we will pay Mr. Schwarz a monthly fee of EURO 4,000 (approximately $5,350) plus applicable value added tax (if applicable). Mr. Schwarz will also be reimbursed for expenses incurred as part of the services provided by him which shall not exceed EURO 12,000 (approximately $16,060) per year. In the event the service agreement with Mr. Schwarz is terminated during a certain month, Mr. Schwarz will be entitled to a pro rata fee based on the number of days that has lapsed until the termination date of the service agreement. Mr. Schwarz may either provide the services by himself or through a corporation under his control, provided that the consideration under the service agreement remains unchanged. The service agreement with Mr. Schwarz will be in effect retroactively from November 1, 2013 for a period of three years. Each of Mr. Schwarz and us may terminate the service agreement by giving a prior written notice of 30 days. During such advance notice period, Mr. Schwarz will be required to continue the provision of the services provided by him under the agreement (unless we have instructed him otherwise) and in any event Mr. Schwarz will be entitled to receive the consideration for such period, except for cause.

On October 22, 2014, our shareholders approved, following the approval by our compensation committee, audit committee and board of directors, the following amendments to our prospective undertaking to indemnify our current and future directors, including our Chief Executive Officer and including directors and officers who are affiliated with our controlling shareholder, and the grant of amended letters of indemnification accordingly: (a) inclusion of additional events upon the occurrence of which the Company may indemnify its current and future directors and officers; and (b) increase of the aggregate and accumulated indemnification amount that the Company may pay its directors and officers, to an amount that shall not exceed the higher of: (i) 25% of the shareholders' equity of the Company, as set forth in the Company's most recent consolidated financial statements prior to such payment; (ii) 10 million U.S. Dollars.

On October 22, 2014, our shareholders approved, following the approval by our compensation committee and board of directors, the grant of the following compensation to Mr. Amir Philips, our Chief Executive Officer, and to amend the compensation terms of Mr. Philips, as follows: (a) the grant of a special bonus in the amount of $50,000 to Mr. Philips; and (b) the extension of Mr. Philips' existing four (4) months advanced notice period under his employment agreement with the Company to an advance notice period of six (6) months.

Condominium Units in Miami Beach, Florida

On December 19, 2013, following the approval of our audit committee and board of directors, our shareholders approved the purchase by two wholly owned subsidiaries of the Company of twelve luxury condominium units located in Miami Beach, Florida, or the Units, in consideration for the issuance of our 1.37 million newly issued ordinary shares (of which approximately 67,000 ordinary shares were off set against the lease of one unit), representing, as of the date of the approval of the transaction by our board of directors, a value of approximately $8.8 million. The Units were sold by private companies indirectly controlled by Capri, our controlling shareholder. At closing, and following the approval of the transaction by our shareholders, we issued to Capri a net sum of 1,300,580 of our ordinary shares, as detailed below. The net fair value of the condominium units as recorded in our financial statement as of the closing date was approximately $7.2 million, representing the fair value of the ordinary shares issued as of the closing date. Set forth below is additional information with respect to the transaction to purchase the Units.

The Flamingo Condominium Units

Our wholly-owned subsidiary, Optibase FMC LLC, a Delaware limited liability company, or Optibase FMC, has entered into two purchase and sale agreements, or the Flamingo Agreements, to acquire eleven luxury condominium units, or the Flamingo Units, including ten parking spaces in the Flamingo-South Beach One Condominium located at 1500 Bar Road in Miami Beach, Florida, or the Flamingo Condominium. The sellers of the Flamingo Units, or the Sellers, are two private companies indirectly controlled by Capri, our controlling shareholder.

The Flamingo Units are located on various floors of the South Building of the Flamingo Condominium, and ranging in size from 924 to 2,347 square feet. The Flamingo Condominium is a 15-story tower with 513 luxury residential units ranging in size from approximately 450 to approximately 2,347 square feet.

The purchase price agreed upon by the parties in consideration for the Flamingo Units was $3,870,750 in the aggregate, and was be paid by the Company in 600,115 newly issued ordinary shares of the Company issued to the Sellers, at a price per share of $6.45. The price per share was set based on a calculation of average closing price of our ordinary shares on the Nasdaq Global Market during the 30 trading days preceding the signing date of the Flamingo Agreements.

On September 17, 2014, following the approval of our audit committee and board of directors, we entered into a transaction to sell the eleven Flamingo Units, to an unrelated third party, in consideration for an aggregate price of approximately $6.4 million to be paid to us. The transaction was conditioned on the purchaser's execution of a purchase and sale agreement to acquire an additional nineteen (19) condominium units located in the Flamingo Condominium from a company affiliated with our controlling shareholder. Therefore, in the interest of caution, we treated the transaction as a transaction between a public company and another party, in which the company's controlling shareholder has personal interest, as defined under the Companies Law. The transaction was subject to a twenty (20) day inspection period during which the purchaser had the right to terminate the purchase and sale agreement. The closing of the transaction occurred on October 20, 2014. At the closing of the transaction, the purchaser paid to us an aggregated gross price of $6.4 million, in consideration for the Flamingo Units. We recorded a capital gain of approximately $2.7 million resulting from such transaction.

The Continuum Unit

The Company's wholly-owned subsidiary, Optibase Real Estate Miami LLC, a Florida limited liability company, or Optibase Miami, has entered into an agreement, or the Continuum Agreement, to acquire a luxury condominium unit (including 2 parking spaces) in the Continuum on South Beach Condominium, or the Continuum Unit, located in Miami Beach, Florida. The seller of the Continuum Unit, or the Seller, is indirectly controlled by Capri, our controlling shareholder.

The Continuum Unit is located on the 33rd floor of the North Tower of the Continuum on South Beach Condominium located at 50 S. Pointe Drive, Miami Beach, Florida. The Continuum on South Beach Condominium is a 37-story ocean-front tower with 203 luxury residential units ranging in size from 1,554 to 3,497 square feet. Residences of the Continuum on South Beach Condominium enjoy the right to use the common areas of the residence, including swimming pool, tennis courts, spa and a sporting club.

The purchase price under the Continuum Agreement is $4,950,000, to be paid by the Company in 767,442 newly issued ordinary shares of the Company to be issued to the Seller, at a price per share of $6.45. The price per share was set based on a calculation of average closing price of our ordinary shares on the Nasdaq Global Market during the 30 trading days, respectively, preceding the signing date of the Continuum Agreement. We were not required to pay any deposits in connection with the Continuum Agreement.

Beginning at the closing of Optibase Miami's acquisition of the Continuum Unit, the Seller leased the Continuum Unit from us for a term of 36 months. The rent for the entire period of the lease, or the Rent, was prepaid at a rate of $12,000 per month including sales tax (for a total rent of $432,000 including sales tax). The Rent was paid by the Seller at the closing date of the transaction in 66,977 ordinary shares of the Company, at a price of $6.45 per share (which were offset the number of Shares to be issued by us as detailed above).

The acquisitions pursuant to the Flamingo Agreements and the Continuum Agreement closed on December 31, 2013. Accordingly, at the closing of the transactions, and upon instructions provided to us by the sellers of the Units, we issued to Capri on December 31, 2013 a net sum of 1,300,580 of our ordinary shares as consideration for the purchase of the Units, represented, as of the closing date of the agreement, approximately 25.4% of our issued share capital on a fully diluted basis. The net fair value of the condominium units as recorded in our financial statement as of the closing date was approximately $7.2 million, representing the fair value of the ordinary shares issued as of the closing date.

Registration Rights Agreement

On October 22, 2014, our shareholders approved, following the approval by our audit committee and board of directors, the entrance by us into a registration rights agreement with Mr. Shlomo (Tom) Wyler and Capri, or the Holders, for the filing of a registration statement in order to register for resale all of our ordinary shares of held by them. The following is a short summary of the principal terms of the agreement:

Demand registration rights

At any time after nine months following the approval of the agreement by our shareholders, at the request of the holders of at least 5% of the ordinary shares outstanding on the effective date of the agreement, we must register any or all of the Holders' ordinary shares as follows: (i) in the event that we are not eligible under applicable securities laws to file a registration statement on Form F-3, we are required to effect up to two such registrations, but only if the minimum anticipated gross aggregate offering price of the shares to be registered exceeds $5,000,000, and (ii) in the event that we are eligible under applicable securities laws to file a registration statement on Form F-3, we are required to effect an unlimited number of registrations, but only (a) if the minimum gross anticipated aggregate offering price of the shares to be registered exceeds $5,000,000, and (b) up to two within a period of twelve months. Such registration must also include any additional registrable securities requested to be included in such registration by any other holders who are party to the agreement or entitled thereunder.

Our obligation to effect a registration is subject to certain qualifications and limitations, including our right to postpone a registration during the period that is 90 days before our good faith estimate of the date of filing of, and ending up to 180 days after the effective date of, a registration statement initiated by us and for which the piggyback rights described below will apply, our right to postpone a registration for a period of up to 60 days in the event of our furnishing a certificate signed by our Chief Executive Officer that states that in the good faith judgment of our board of directors, it would be materially detrimental to us or our shareholders for such registration statement to either become effective or remain effective, because such action would (i) materially interfere with a significant acquisition, corporate reorganization, or other similar transaction involving us or (ii) require premature disclosure of material information that we have a bona fide business purpose for preserving as confidential. However, we may not invoke this postponement right for more than an aggregate of 90 days in any 12 month period.

Piggyback registration rights

The Holders have the right to request that we include their registrable securities in any registration statement that we file (other than a registration statement on Form S-8, S-4 or other equivalent form). The right of a Holder to include shares in the registration related thereto is conditioned upon the shareholder accepting the terms of the underwriting, if any, as agreed between us and the underwriters and then only in such quantity as the underwriters in their sole discretion determine will not jeopardize the success of our offering. However, we have agreed not to grant any other shareholders priority to have their securities registered prior the securities of a Holder.

Expenses

All expenses incurred in effecting a registration provided for under the agreement, including, without limitation, all registration and filing fees, printing expenses, reasonable fees and disbursements of counsel for us and for one U.S. counsel and one Israeli counsel, underwriting expenses (other than share transfer taxes, selling Holder underwriting discounts or commissions), road show expenses, expenses of any audits incident to or required by any such registration, shall be paid by us.

Indemnification

The agreement further includes mutual indemnification obligations between the parties, according to which, subject to applicable law, each party to the agreement shall indemnify and hold harmless the other party, from and against any and all losses, claims, expenses, damages or liabilities, joint or several as the same are incurred to which they, or any of them, may become subject under the Securities Act, the Securities Exchange Act of 1934, as amended, other federal or state statutory law or regulation, at common law, or otherwise, insofar as such losses, claims, expenses, damages or liabilities (or action in respect thereof) arise out of or are based upon any of the events specified in the agreement.

Termination of Registration Rights

The Holders' right to request registration or to include registrable securities held by them in any registration pursuant to the agreement, shall terminate upon the earlier of (a) seven (7) years following the effective date of the agreement or (b) when all of their registrable securities can be sold without restriction pursuant to Rule 144 under the Securities Act and without the requirement for us to be in compliance with the current public information requirements under Rule 144 as confirmed by an unqualified opinion by counsel of us.

Commercial Office Building in Philadelphia

On October 12, 2012, following the approval of our audit committee and board of directors, and the approval of our shareholders during an annual general meeting of our shareholders held on August 16, 2012, our wholly-owned subsidiary, Optibase 2 Penn, LLC, became a limited partner of 2 Penn Philadelphia LP, a Pennsylvania limited partnership, or the Partnership, which acquired an approximately 20% beneficial interest in the owner of a Class A 20-story commercial office building in Philadelphia known as Two Penn Center Plaza, or the 2 Penn Property, and entered into the Limited Partnership Agreement of the Partnership, or the 2 Penn LPA. The general partner of the partnership and certain other limited partners of the Partnership, are persons or entities affiliated with Mr. Shlomo (Tom) Wyler, the Chief Executive Officer of our subsidiary, Optibase Inc, who was then our president and member of our board of directors and considered the controlling shareholder of the Company, as detailed herein. The 2 Penn LPA sets forth the terms and conditions of the investment in the Partnership. According to the 2 Penn LPA our subsidiary acquired approximately 26% of the limited partnership interests in the Partnership in consideration for $4,025,000.

The Partnership owns a beneficial interest in the owner of the 2 Penn Property by being issued a 85.76% partnership interest in Two Penn Investor LP, a Pennsylvania limited partnership, or the 2 Penn Investor, which acquired 88% of the limited partnership interests in Crown Two Penn Center Associates Limited Partnership, or the Property Owner, and Two Penn General LLC from Crown Penn Associates, L.P., or Crown Penn. Two Penn General LLC, a Delaware limited liability company controlled by Mr. Alex Schwartz acquired a 1% general partner interest in the Property Owner from Two Penn Center GP Corp., a Pennsylvania corporation, or the Existing General Partner, for the aggregate sum of approximately $12.8 million.

In connection with the closing of the sale agreement transaction, 2 Penn Investor provided a loan to Crown Penn in the original principal amount of $1,573,357, or the Purchaser Loan. The Purchaser Loan will bear interest at a rate of 12% per annum and will mature in slightly more than 3 years and will be secured by a pledge of Crown Penn's remaining 11% of the interests in the Partnership.

The 2 Penn Property has existing mortgage financing of approximately $51.7 million from UBS Real Estate Securities Inc., or UBS. The mortgage loan has a fixed interest rate of 5.61% and matures in May 2021, and requires monthly payments of principal and interest of approximately $300,000. The acquisition of the partnership interests in the Property Owner from Existing General Partner and Crown Penn and the performance of the transactions as a whole were conditioned on UBS consenting to the change in ownership of the Property Owner.

Below is a description of the main provisions of the 2 Penn LPA setting forth the terms and conditions of our subsidiary's investment in the Partnership:

Purpose of the Partnership

The stated purpose of the Partnership is solely to acquire, own, operate and ultimately sell beneficial interests in the 2 Penn Investor (which directly owns partnership interests in the Property Owner) and transact any lawful business that is necessary to accomplish this.

Capital Contributions

The partners will contribute initial capital contributions to the Partnership in the aggregate amount of approximately $15,500,000 (of which our subsidiary's share is $4,025,000). The Partnership will contribute the initial capital contribution to 2 Penn Investor which will use the funds to acquire the limited partnership interests in the Property Owner, to provide the Purchaser Loan, to pay closing costs for the transaction, and to establish reserves for improvements to the 2 Penn Property.

Additional capital contributions may be requested of limited partners at any time that Two Penn Philadelphia GP LLC (which is the general partner of the Partnership, controlled by Mr. Alex Schwartz, who is affiliated with Mr. Wyler as set forth below, or the General Partner) determines that the Partnership requires additional funds. The General Partner may request loans or capital contributions from the limited partners, provided that if the General Partner requests loans or capital calls exceeding $2,000,000 during any four-year period it must obtain the approval of partners owning at least 65% of the interests in the Partnership.

If a limited partner does not provide its capital contributions, the other limited partners will have the option to fund the failed contribution in proportion to their relative percentage interests. The portion of the deficiency funded shall be treated as a loan from the lending non-defaulting partners to the defaulting limited partner and shall bear a floating interest rate equal to the prime rate of PNC Bank plus 9% (which shall be compounded annually to the extent not paid). The loan shall be repaid directly on a first priority basis out of any subsequent distributions to the defaulting limited partner. A limited partner's liability for a default loan shall be limited to its share of future distributions from the Partnership.

Limited Partner Approval Rights

The General Partner has full management authority over the Partnership, subject to certain major decisions which require the approval of partners owning 65% of the interests in the Partnership. These decisions include: (a) sale or transfer of any asset of the Partnership or granting approval for the sale of the 2 Penn Property; (b) borrowing money from itself or third parties for Partnership purposes or to mortgage, pledge or assign any of the Partnerships assets; (c) requesting capital contributions or borrowing money from the partners in an amount exceeding $2,000,000 during any four year period; (d) admission of any new partners; (e) removal of the General Partner; (f) termination and dissolution of the Partnership; (g) amendment of the Partnership agreement; (h) merger or consolidation into or with another entity; (i) amendment of the Partnership certificate in a material manner; or (j) entering into a new line of business.

Fees Paid to the General Partner

The General Partner or its affiliates may receive an annual management fee of four percent (4%) of gross revenues from the Property from the Property Owner in connection with management of the 2 Penn Property and shall be entitled to be reimbursed for expenses incurred in the management of the Partnership business. The General Partner and its affiliates may not receive any other fees or payments from the Partnership, 2 Penn Investor or from the Property Owner without the consent of limited partners owning at least 65% of the interests in the Partnership.

Distributions

All revenue of the Partnership, less the operating expenses and any reserves established by the GP, or Net Cash Flow, will be distributed as follows:

(a) First, to repay partners who loaned sums to other limited partners who defaulted on their capital contributions;
(b) Second, to partners that have made voluntary loans to the Partnership;
(c) Third, to repay the partners their capital contributions; and
(d) Fourth, to the partners in accordance with their percentage interests in the Partnership.

The General Partner has undertaken to cause Two Penn Investor and Crown 2 Penn LLC to distribute all net cash flow received from the 2 Penn Property to their limited partners. Other than with the consent of partners holding at least 65% of the interests in the Partnership, Crown 2 Penn LLC may only withhold net cash flow in order to: (1) establish reserves not exceeding one million dollars ($1,000,000) for future expenses of the 2 Penn Property, (2) reserve funds to service debt or loan document obligations of the Property Owner, and (3) avoid the violation of applicable laws and avoid the imposition of transfer taxes.

Transfer Restrictions

General Partner Consent to Transfer of the Company's Percentage Interest: After a three year and one month so long as there has not been a change in the controlling shareholder of the Company, our subsidiary shall be permitted to transfer all or part of its interests in the Partnership without obtaining the General Partner's prior consent unless:

(1) the proposed transferee is subject to trade restrictions under US law,
(2) the transfer would violate federal or state securities laws, or
(3) the transfer would violate terms of debt obligations which the Property Owner has incurred.

LP Consent to GP Transfer: The General Partner must receive the consent of partners owning at least sixty five percent (65%) of the interests in the Partnership to transfer the General Partner interest. Any transfer of the General Partner must be to a person who or which agrees to serve as a replacement General Partner. So long as the Company is a limited partner, unless otherwise consented to by Partners owning at least 65% of the Partnership interests, the General Partner will ensure that, as long as it is controlled by Alex Schwartz (a) at least 20% of the percentage interests of the Partnership will at all times be held or controlled by Alex Schwartz and his family members and (b) the general partners of Two Penn Investor and the Property Owner shall be solely controlled by Alex Schwartz.

Right of First Offer: Transfers by partners of their interests in the Partnership are generally subject to a right of first offer in favor of the other partners. The selling party must first offer the portion of its percentage interest that it is looking to sell to the General Partner and other limited partners, before selling such portion to a third party. If the other partners do not send the selling party a notice of acceptance within the prescribed time or do not agree to purchase all of the percentage interest contained in the offer, the selling party shall have the right to sell such percentage interest to a third party.

Tag Along: If the General Partner or Alex Schwartz receive an offer to sell all or a portion of their percentage interests, after which Alex and his family members or entities under his control would collectively own less than 20% of the percentage interests, the other Partners shall have the right to sell to the offering third party the same portion of their percentage interests that such third party is willing to purchase from the General Partner and/or Alex Schwartz , on the same terms. If the third party refuses to purchase the other Partners' percentage interests, the General Partner and/or Alex Schwartz may not sell.

Bring Along: If the Partners receive a bona fide offer from a third party to acquire all of the percentage interests of the Partnership and the General Partner and partners holding at least 65% of the interests in the Partnership agree to accept the offer, then the other limited partners will be obligated to sell their percentage interests on the same terms as the other Partners.

Removal of the General Partner

For as long as Alex Schwartz is controlling the General Partner, a vote by partners holding 65% or more of the interests in the Partnership is necessary to remove the General Partner. If the General Partner is no longer controlled by Alex Schwartz, a vote of partners owning at least 51% of the interests in the Partnership is required to remove the General Partner. Appointment of a new General Partner requires the consent of 51% of the limited partners. If the General Partner is removed, the replacement General Partner must buy-out the General Partner’s interest at fair market value.

Amendment of the LPA

Amendment of the LPA requires approval of limited partners owning at least 65% of the Partnership interests provided that any change affecting a Partner's rights must be approved by the affected Partner.

Undertaking Ensuring Limited Partner Rights

Together with the signing of the LPA, Alex Schwartz, the General Partner and the general partner of Two Penn Investor will sign an undertaking according to which they shall (1) not permit Two Penn Investor or the Property Owner to take any of the actions set forth in the Section entitled “Limited Partner Approval Rights” above without obtaining the prior written consent of 65% of the limited partners of the Partnership, and (2) not to permit Two Penn Investor or the Property Owner to withhold distributions other than as set forth in the Section entitled “Distributions” above without the consent of partners owning at least 65% of the interests in the Partnership, and (3) not to permit a change in the ownership of the general partner of the 2 Penn Investor or the Property Owner as long as Alex Schwartz controls the General Partner interest.

Indemnification

The Partnership will indemnify the General Partner and its members from any claim, judgment or liability and from any loss or expense which may be imposed on the General Partner as a result of (i) an act performed by the General Partner on behalf of the Partnership or (ii) the inaction of the General Partner or from (iii) any liabilities arising under federal and state securities laws so long as the General Partner acts in good faith in the best interest of the Partnership and the conduct of the General Partner does not constitute gross negligence or willful misconduct.

7.C. INTERESTS OF EXPERTS AND COUNSEL

Not applicable.

ITEM 8. FINANCIAL INFORMATION

8.A. CONSOLIDATED STATEMENTS AND OTHER FINANCIAL INFORMATION

See Item 18 "Financial Statements" for a list of financial statements filed as part of this annual report on Form 20-F.

Legal proceedings

Demand to File a Derivative Claim

On October 26, 2014, we received a letter on behalf of two purported shareholders of us, or the Shareholders, demanding us to file a derivative claim against our controlling shareholder and our directors and officers, according to procedures of the Companies Law and requesting discovery of our internal documents. The demand alleges, among other things, breach of fiduciary duties by our directors and officers with respect to the approval of the transaction to acquire luxury condominium units in Miami Beach, Florida, or the Transaction. The Shareholders are seeking damages which were not specified in the letter allegedly caused to us by its controlling shareholder and its directors and officers. In accordance with the Companies Law, we informed the Shareholders in December 2014 of the way in which we wish to proceed with respect to the demand. At the Shareholders' request, we presented the Shareholders with certain materials in connection with the Transaction for their review. Since then and as of today, we did not receive any additional demand from the Shareholders. At this preliminary stage we cannot evaluate the probability of success of any legal proceedings against the Company in connection with the demand.

Swiss Pro Capital Dispute

Eldista GmbH, or Eldista, a company organized under the laws of Switzerland, and our 51% subsidiary, had a dispute with Swiss Pro, a company organized under the laws of Switzerland, arising from the consultancy agreement entered between the parties and dated as of May 19, 2011, as amended, or the Consultancy Agreement (for further details on the Consultancy Agreement see Item 4.B. "Business Overview", above). The Consultancy Agreement stated that Swiss Pro would provide services to Eldista in exchange for the payment of a certain consultancy fee, or the Services. Eldista terminated the Services under the Consultancy Agreement as of May 19, 2013 and has made full payment of any and all consultancy fees due to Swiss Pro under the Consultancy Agreement. Pursuant to the Consultancy Agreement, Eldista undertook to pay Swiss Pro a bonus in the manner calculated in the Consultancy Agreement. Pursuant to the Consultancy Agreement, Eldista had a right at any time following the second anniversary of the Consultancy Agreement, to elect to prepay to Swiss Pro the bonus in full by delivering written notice to Swiss Pro, and by paying Swiss Pro the prepayment amount as calculated pursuant to the Consultancy Agreement. On July 14, 2013, Eldista delivered to Swiss Pro a prepayment notice calculating the prepayment amount based on the property appraisal dated as of June 1, 2013 and concluding that based on such appraisal no prepayment amount was due to Swiss Pro. On or about July 18, 2013 Swiss Pro delivered a notice to Eldista disputing such determination of the prepayment amount. On August 21, 2014, Eldista and Swiss Pro entered into a settlement agreement, according to which Eldista will pay Swiss Pro an agreed prepayment amount of CHF 400,000 as consulting fees in full settlement of all disputes between the parties and their affiliates regarding the Consultancy Agreement. In August 2014, Eldista paid Swiss Pro the said amount and settled the dispute.

Vitec

In connection with the sale of our Video Solutions Business to Vitec and as part of a dispute arose between Vitec and us, since October 2010 Vitec and us have filed several and separate motions with the Tel-Aviv District Court, seeking, *inter alia*, fixed and temporary injunctions. The motions filed by both parties have been dismissed by the court and were transferred to arbitration proceedings, which were undergoing during the past three years and until recently. On July 30, 2013, a final decision of the arbitrator regarding the arbitration proceedings against Vitec, or the Arbitration Award, was submitted to the parties. The arbitrator accepted the majority of our claims whilst most of Vitec's claims were rejected. The arbitrator did award Vitec a total sum of approximately $442,000. Regarding the costs of the arbitration and lawyers' fees, the arbitrator awarded Vitec a total sum of $69,000 considering the fact that only a small portion of the claimed sum was granted to Vitec. On February 27, 2014, the Court gave its final ruling on our motion requesting the confirmation and validation of the Arbitration Award and Vitec's response motion, and rejected all of Vitec's claims, dismissed its motion to nullify the Arbitration Award and confirmed and validated the Arbitration Award in its entirely. Following the Court's ruling, Vitec and us, with consent, instructed ADAD Trust Company Ltd. to release $1,000,000 deposited as Escrow Funds according to the Indemnity Escrow Agreement dated June 30, 2010. On March 20, 2014, the funds were released and a net sum of approximately $715,000 was transferred to us.

Vitec Consortiums

As part of the sale of our Video Solutions Business to Vitec, we, Vitec and Adv. Doron Afik, acting as trustee, entered into the Consortium Escrow Agreement, or the Consortium Agreement, under which $100,000 were to be held in escrow per each EU Consortium Agreement to be transferred from us to Vitec under the agreement. Following a dispute arose between the parties to the Consortium Escrow Agreement with respect to such amounts in escrow, and following several motions submitted by the parties with the Tel-Aviv District Court, such proceeding was later transferred to arbitration proceedings with the consent of the parties, and the ruling in this matter was part of the Arbitration Award as mentioned above. The arbitrator concluded that Vitec was obligated to effect the transfer of the $200,000 which has been held by the Trustee, to us. Since Vitec failed to do so, the arbitrator ruled it constituted a breach of the Agreement. Following the Court's ruling regarding the validation of the Arbitration Award, the parties filed a motion to the court, with consent, to release the $200,000 held in the court's treasury. On March 6, 2014 the court rendered its decision and ordered to release these funds to the our lawyers. On March 20, 2014 the funds were transferred to us.

Personal Claim against Adv. Doron Afik

Due to the trustee's refusal to transfer the escrow funds relating to two remaining Consortium Agreements to the Company, the Company filed, on June 9, 2011, a statement of claim for damages of approximately $268,000 against the Trustee, along with an *ex-parte* motion for a lien on all of the Trustee's bank accounts. On June 16, 2011, the court rendered its decision granting the lien subject to the Company depositing certain securities. The trustee then filed a motion to cancel the lien and the court decided to transfer the proceedings to the District Court, which ordered the removal of the lien, and later on at the parties' mutual request, ordered to transfer these proceedings to arbitration. On July 30, 2013, along with the Arbitration Award regarding the arbitration with Vitec, the arbitrator gave his decision regarding the personal claim against Adv. Afik and Afik Counter-Claim. Here also, the arbitrator chose to accept most of our claims and rejected most of Adv. Afik's claims. The arbitrator awarded Adv. Afik the sum of $36,000 only for damages caused by the lien imposed on Adv. Afik's bank accounts in addition to $10,000 (plus VAT) for legal expenses. Adv. Afik claims regarding libel were utterly rejected. We paid these amounts. Following the Court's ruling regarding the validation of the Arbitration Award, the parties filed a motion to the court, with consent, to return the securities deposited by us during the imposition of the lien. On March 6, 2014 the court rendered its decision and ordered to return these securities to us.

Dividend Policy

We have not declared or paid any cash dividends on our ordinary shares in the past. We do not expect to pay cash dividends on our ordinary shares in the foreseeable future and intend to retain our future earnings, if any, to finance the development of our business.

A dividend policy, if adopted, will be determined by our board of directors and will depend, among other factors, upon our earnings, financial condition, capital requirements, the impact of the distribution of dividends on our financial condition and tax liabilities, and such other conditions as our board of directors may deem relevant. Under Israeli law, an Israeli company may pay dividends only out of its retained earnings as determined for statutory purposes. Under our articles of association the distribution of dividends will be made by a resolution of our board of directors. See "Description of Share Capital" and "Israeli Taxation and Investment Programs".

Cash dividends paid by an Israeli company are normally subject to a withholding tax, except for dividends paid to an Israeli company in which case no tax is withheld unless the dividend is in respect of earnings from an Approved Enterprise. In addition, because we have received certain benefits under Israeli laws relating to Approved Enterprises, the payment of dividends by us may be subject to certain Israeli taxes to which we would not otherwise be subject. The tax-exempt income attributable to the Approved Enterprise can be distributed to shareholders without subjecting us to taxes only upon our complete liquidation. If we decide to distribute cash dividends out of income that has been exempted from tax, the income out of which the dividend is distributed will be subject to corporate tax. See "Israeli Taxation and Investment Programs". In the event that cash dividends are declared in the future, such dividends will be paid in NIS or in foreign currency subject to any statutory limitations. Under current Israeli regulations, any dividends or other distributions paid in respect of ordinary shares will be freely repatriable in such non-Israeli currencies at the rate of exchange prevailing at the time of conversion, provided that Israeli income tax has been paid on, or withheld from, such payments. Because exchange rates between the NIS and the dollar fluctuate continuously, a U.S. shareholder will bear the risks of currency fluctuations during the period between the date such dividend is declared and paid by us in NIS and the date conversion is made by such shareholder into U.S. dollars.

ITEM 8.B. SIGNIFICANT CHANGES

Since the date of our financial statements for the year ended December 31, 2014, we entered into a transaction to acquire a real estate properties portfolio in Germany. For further details, see Item 10.C. "Material Contracts".

ITEM 9. THE OFFER AND LISTING

9.A. OFFER AND LISTING DETAILS

Our ordinary shares are traded on The NASDAQ Global Market under the symbol OBAS since our initial public offering on April 7, 1999.

The following table sets forth, for the periods indicated, the high and low closing sale prices per share of our ordinary shares as reported by The NASDAQ Global Market.

	Nasdaq	
Year	**High**	**Low**
2010	$ 8	$ 6
2011	$ 8.75	$ 4.95
2012	$ 6.45	$ 4.51
2013	$ 6.9	$ 4.51
2014	$ 8.21	$ 5.15
2013		
First Quarter	$ 6.25	$ 5.1
Second Quarter	$ 6	$ 4.51
Third Quarter	$ 6.54	$ 5.2
Fourth Quarter	$ 6.9	$ 5.4
2014		
First Quarter	$ 6.47	$ 5.25
Second Quarter	$ 6.5	$ 5.15
Third Quarter	$ 6.8	$ 5.95
Fourth Quarter	$ 8.21	$ 6.5
2015		
First Quarter Until March 24, 2015)	$ 7.21	$ 6.03
Most Recent Six Months	**High**	**Low**
October 2014	$ 7.39	$ 6.5
November 2014	$ 7.3	$ 6.9
December 2014	$ 8.21	$ 6.91
January 2015	$ 7.21	$ 6.03
February 2015	$ 7.03	$ 6.13
March 2015 (Until March 24, 2015)	$ 6.45	$ 6.05

On March 27, 2015, the reported closing sale price of our ordinary shares on The NASDAQ Global Market, was $6.32 per share.

9.B. PLAN OF DISTRIBUTION

Not applicable.

9.C. MARKETS

Our ordinary shares have been listed on The NASDAQ Global Market since April 7, 1999, under the symbol “OBAS”.

9.D. SELLING SHAREHOLDERS

Not applicable.

9.E. DILUTION

Not applicable.

9.F. EXPENSES OF THE ISSUE

Not applicable.

ITEM 10. ADDITIONAL INFORMATION

10.A. SHARE CAPITAL

Not applicable.

10.B. MEMORANDUM AND ARTICLES OF ASSOCIATION

Purposes and Objects of the Company

We are a public company registered under the Companies Law as Optibase Ltd., registration number 52-003707-8.

Pursuant to our articles of association, our objectives are to engage in any lawful business and our purpose is to act pursuant to business considerations to make profits. A consideration to the Company's purpose and objectives can be found in Chapter 1 to the Company's articles of association.

Our articles of association also state that we may contribute a reasonable amount for an appropriate cause, even if the contribution is not within the framework of our business considerations.

The Powers of the Directors

The power of our directors to vote on a proposal, arrangement or contract in which the director is interested is limited by the relevant provisions of the Companies Law. In addition, the power of our directors to vote on compensation to themselves or any members of their body is limited in that such decision requires the approval of the compensation committee, the board of directors and the shareholders at a general meeting, see "Approval of Certain Transactions" below.

Under Israeli law each director must act with an independent and sole discretion. Director who does not act this way is in breach of his fiduciary duties.

The powers of our directors to borrow are not limited, except in the same manner as any other transaction by the Company.

Rights Attached to Shares

Our registered share capital is NIS 3,900,000 divided into a single class of 6,000,000 ordinary shares, par value NIS 0.65 per share, of which 5,133,231 ordinary shares were issued and outstanding as of March 24, 2015. All outstanding ordinary shares are validly issued, fully paid and non-assessable. The rights attached to the Ordinary Shares are as follows:

Dividend rights

Holders of Ordinary Shares are entitled to the full amount of any cash or share dividend subsequently declared. The board of directors may propose a dividend only out of profits, in accordance with the provisions of the Companies Law. Declaration of a dividend requires the approval of our board of directors. Please see Item 10.E. "Taxation" below.

One year after a dividend has been declared and is still unclaimed, the board of directors is entitled to invest or utilize the unclaimed amount of dividend in any manner to our benefit until it is claimed. We are not obligated to pay interest or linkage differentials on an unclaimed dividend.

Voting rights

Holders of ordinary shares have one vote for each ordinary share held on all matters submitted to a vote of shareholders. Such voting rights may be affected by the grant of any special voting rights to the holders of a class of shares with preferential rights that may be authorized in the future. Currently there are no shares of capital stock outstanding with special voting rights. The quorum required for an ordinary meeting of shareholders consists of at least two shareholders present in person or by proxy who hold or represent, in the aggregate, at least thirty three and one third percent (33.3%) of our voting rights. In the event that a quorum is not present within half an hour of the scheduled time, the shareholders' meeting will be adjourned to the same day of the following week, at the same time and place, or such time and place as the board of directors may determine by a notice to the shareholders. If at such adjourned meeting a quorum is not present at the time of opening of such meeting, two shareholders, at least, present in person or by proxy, shall constitute a quorum.

An ordinary resolution, such as a resolution for the election of directors, or the appointment of auditors, requires the approval by the holders of a majority of the voting rights represented at the meeting, in person, by proxy or through a voting instrument and voting thereon. Under our articles of association, if a resolution to amend the articles of association is recommended by our board of directors, such recommended resolution's adoption in a general meeting of the shareholders requires an ordinary majority. In any other case, such a resolution requires approval of a special majority of more than three quarters of the votes of the shareholders entitled to vote themselves, by proxy or through a voting instrument.

The directors (who are not external directors) are appointed by decision of an ordinary majority at a general meeting. The directors have the right at any time, in a resolution approved by at least a majority of our directors, to appoint any person as a director, subject to the maximum number of directors specified in our articles of association, to fill in a place which has randomly been vacated, or as an addition to the board of directors. Any such director so appointed shall hold office until the next annual general meeting and may be reelected.

Under our articles of association our directors (who are not external directors) are elected by an ordinary majority of the shareholders at each duly convened annual meeting, and they serve until the next annual meeting, provided that external directors shall be elected in accordance with the Companies Law. In each annual meeting the directors that were elected at the previous annual meeting are deemed to have resigned from their office. A resigning director may be reelected.

Under the NASDAQ corporate governance rules, foreign private issuers are exempt from many of the requirements if they instead elect to be exempted from such requirements, provided they are not prohibited by home country practices and disclose where they have elected to do so.

Rights in the Company's profits

All of our ordinary shares have the rights to share in our profits distributed as a dividend and any other permitted distribution.

Rights in the event of liquidation

All of our ordinary shares confer equal rights among them with respect to amounts distributed to shareholders in the event of liquidation.

Changing Rights Attached to Shares

According to our articles of association, our share capital may be divided into different classes of shares or the rights of such shares may be altered by an ordinary majority resolution passed by the general meetings of the holders of each class of shares separately, or after obtaining the written consent of the holders of all of the classes of shares. As of the date hereof, we only have one class of shares.

Annual and Extraordinary Meetings

Our board of directors must convene an annual meeting of shareholders every year by no later than the end of fifteen months from the last annual meeting. Notice of at least twenty-one days prior to the date of the meeting is required. An extraordinary meeting may be convened by the board of directors, as it decides or upon a demand of any two directors or 25% of the directors, whichever is lower, or by one or more shareholders holding in the aggregate at least 5% of the voting rights in the Company. Where the board of directors is requisitioned to call a special meeting, it shall do so within twenty-one days, for a date that shall not be later than thirty-five days from the date on which the notice of the special meeting is published. Notice of a general meeting shall be given to all shareholders entitled to attend and vote at such meeting. No separate notice is to be given to registered shareholders of the Company. Notices may be provided by the Company in person, in mail, transmission by fax or in electronic form. A notice to a shareholder may alternatively be served, as general notice to all shareholders, in accordance with the rules and regulations of any applicable securities authority with jurisdiction over the Company or in accordance with the rules of any stock market upon which the Company's shares are traded.

Limitations on the Rights to Own Securities in the U.S.

Our memorandum and articles of association do not restrict in any way the ownership of our shares by non-residents of Israel, and neither the memorandum and articles of association nor Israeli law restricts the voting rights of non-residents of Israel, except that under Israeli law, any transfer or issue of shares of a company to a resident of an enemy state of Israel is prohibited and shall have no effect, unless authorized by the Israeli Minister of Finance.

Limitations on Change in Control and Disclosure Duties

Our memorandum and articles of association do not restrict the change of control nor do they impose any disclosure duties beyond the requirements set out in Israeli law. For restriction of change of control provision under Israeli law, see Item 3.D. "Risk Factors", under the heading "Risks Relating to Operations in Israel – Anti-takeover Provisions" above.

Changes in Our Capital

Changes in our capital are subject to the approval of the shareholders at a general meeting by an ordinary majority of shareholders participating and voting in the general meeting.

Fiduciary Duty and Duty of Care of Directors and Officers

The Companies Law codifies the duties directors and officers owe to a company. An "Officer" includes a company's general manager, general business manager, executive vice president, vice president, any other person assuming the responsibilities of any of the foregoing positions without regard to such person's title and other directors or managers directly subordinate to the general manager. The directors' and officers' principal duties to the company are a duty of care and a fiduciary duty to act in good faith for the company's benefit which include:

- the avoidance of any conflict of interest between the director's or officer's position with the company and any other position he or she fulfills or with his or her personal affairs;
- the avoidance of any act in competition with the company's business;
- the avoidance of exploiting any of the company's business opportunities in order to gain a personal advantage for himself or for others; and
- the disclosure to the company of any information and documentation relating to the company's affairs obtained by the director or officer due to his or her position with the company.

The Companies Law requires that directors, officers or a controlling shareholder of a public company disclose to the company any personal interest that he or she may have, including all related material facts or documents in connection with any existing or proposed transaction by the company. The disclosure must be made without delay and no later than the first board of directors meeting at which the transaction is first discussed.

Approval of Certain Transactions

Generally, under the Companies Law, engagement terms of directors, including the grant of an exemption from liability, purchase of directors' and officers' insurance, or grant of indemnification (whether prospective or retroactive) and engagement terms of such director with a company in other positions require the approval of the audit committee, the board of directors and the shareholders of the company. In addition, transactions between a public company and its director or officer, or a transaction between such company and other person in which such director or officer has a personal interest must be approved by such company's board of directors, and if such transaction is considered an extraordinary transaction (as defined below) it must receive the approval of such company's audit committee as well. The determination whether such transaction is considered extraordinary or not is required to be made by audit committee.

The Companies Law also requires that any extraordinary transaction between a public company and its controlling shareholder or an extraordinary transaction between such company and other person in which such company's controlling shareholder has a personal interest must be approved by the audit committee, the board of directors and the shareholders of the company by an ordinary majority, provided that (i) such majority vote at the shareholders meeting shall include a majority of the total votes of shareholders having no personal interest in the transaction, participating at the voting (excluding abstaining votes); or (ii) the total number of votes of shareholders mentioned in clause (i) above who voted against such transaction does not exceed two percent (2%) of the total voting rights in the company. An "extraordinary transaction" is defined in the Companies Law as any of the following: (i) a transaction not in the ordinary course of business; (ii) a transaction that is not on market terms; or (iii) a transaction that is likely to have a material impact on the company's profitability, assets or liability. Such an extraordinary transaction which shall last for a period exceeding three years shall be approved again by such company's audit committee, board of directors and general meeting of shareholders by the special majority described above once in every three years.

The Companies Law further provides that the engagement terms of a controlling shareholder or its relative (including by an entity controlled by such controlling shareholder or its relative) with the company, either as an officer or an employee, must also be approved by such company's audit committee, board of directors and general meeting by the special majority described above. Such an engagement which shall last for a period exceeding three years shall be approved again by such company's audit committee, board of directors and general meeting by the special majority described above once in every three years. However, an engagement described in the beginning of this paragraph only which may be approved for a period exceeding three years, provided that the audit committee approved the engagement term to be reasonable under the circumstances.

The Companies Law prohibits any person who has a personal interest in a matter to participate in the discussion and voting pertaining to such matter in the company's board of directors or audit committee except for in circumstances when the majority of the board of directors' (or the audit committee – as the case may be) has a personal interest in the matter. In case the majority has a personal interest in such matter then such matter must also be approved by the company's shareholders. An officer who has a personal interest may be present for the presentation of the transaction if the chairman of the audit committee or the chairman of the board of directors as the case may be, determined that such officer's presence is required for the presentation of the said transaction.

Compensation of Officers and Directors

Pursuant to the Companies Law, Israeli Public Companies are required to establish a compensation committee and adopt a compensation policy regarding the compensation and terms of employment of their directors and officers. For information on the composition, roles and objectives of the compensation committee pursuant to the Companies Law and our compensation committee charter, see Item 6.C. "Board Practices – Committees of the Board of Directors – The Compensation Committee".

The compensation policy must be approved by the company's board of directors after reviewing the recommendations of the compensation committee. The compensation policy also requires the approval of the general meeting of the shareholders, which approval must satisfy one of the following (which we refer to hereinafter as the Majority Requirement): (i) the majority should include at least a majority of the shares of the voting shareholders who are non controlling shareholders or do not have a personal interest in the approval of the compensation policy (in counting the total votes of such shareholders, abstentions shall not be taken into account) or (ii) the total number of votes against the proposal among the shareholders mentioned in paragraph (i) does not exceed two percent of the aggregate voting power in the company. Under certain circumstances and subject to certain exceptions, the board of directors may approve the compensation policy despite the objection of the shareholders, provided that the compensation committee and the board of directors determines that it is for the benefit of the company, following an additional discussion and based on detailed arguments. The Companies Law provides that the compensation policy must be re-approved every three years, in the manner described above. Moreover, the board of directors is responsible for reviewing from time to time the compensation policy and deciding whether or not there are any circumstances that require an adjustment to the company's compensation policy.

Pursuant to the Companies Law any transaction with an executive office (except directors and the CEO of the company) with respect to such officer's compensation arrangements and terms of engagement, requires the approval of the compensation committee and the board of directors. Transactions between Israeli Public Companies and their chief executive officer, with respect to his or her compensation arrangement and terms of engagement, require the approval of the compensation committee, the board of directors and the shareholder's meeting, provided that the approval of the shareholders' meeting must satisfy the Majority Requirement. Notwithstanding the above, the compensation committee and the board of directors may, under special circumstances, approve such transaction with the CEO even if the shareholders' meeting objected to its approval. With respect to transactions relating to the compensation arrangement and terms of engagements of directors in public companies (including companies that have issued only debentures to the public), the Companies Law provides that such transaction shall be subject to the approval of the compensation committee, the board of directors and the shareholders' meeting.

Such transactions for the approval of compensation arrangements with officers and directors of Israeli Public Companies must be consistent with the provisions of the company's compensation policy, provided that the compensation committee and the board of directors may, under special circumstances, approve such transaction that is not in accordance with the company's compensation policy, if the conditions under the Companies Law are met and the company's shareholders approved the transaction in the Majority Requirement. Notwithstanding the above, with respect to the approval of compensation terms of an executive officer (except directors and the CEO of the company), the compensation committee and the board of directors may, under special circumstances, approve such transaction even if the shareholders' meeting objected to its approval, provided that (i) both the compensation committee and the board of directors re-discussed the transactions and decided to approve it despite the shareholder's objection, based on detailed arguments, and (ii) the company is not a Public Pyramid Held Company. Non material amendments of transactions relating to the compensation arrangement or terms of engagement of executive officer (including the CEO), require only the approval of the compensation committee.

On December 19, 2013, and following the approval by our compensation committee and our board of directors, our shareholders approved a compensation policy for our directors and officers, in accordance with the provisions of the Companies Law

On January 11, 2013, the SEC approved the amended NASDAQ listing standards on compensation committees and advisers. Among others, the amended NASDAQ listing standards include provisions relating to the establishment of a compensation committee, the compensation committee charter, compensation committee members' independence requirements, and arrangements relating to advisers retained by the compensation committee. Under the amended rules, the compensation committee adviser and compensation committee authority requirements become effective on July 1, 2013. However, NASDAQ listed companies will have, until their first annual meeting after January 15, 2014, or, if earlier, October 31, 2014, to comply with other standards, including the compensation committee member independence standards and the requirement to have a compensation committee and charter (including any charter amendment to reflect the compensation committee authority requirements). NASDAQ listed companies must certify compliance with the listing standards within 30 days after the applicable implementation deadline. In addition, under the amended rules, foreign private issuers are exempt from compliance with the amended listing standards if home country practice is followed and the listed company discloses with the SEC the reasons why it does not have an independent compensation committee. Our compensation committee charter was updated in accordance with said amendments.

Anti-Takeover Provisions; Mergers and Acquisitions

Special Tender Offer. The Companies Law provides that an acquisition of shares of an Israeli public company must be made by means of a special tender offer if, as a result of the acquisition, the purchaser would become a holder of at least 25% of the voting rights in the company. This rule does not apply if there is already another holder of at least 25% of the voting rights in the company. Similarly, the Companies Law provides that an acquisition of shares in a public company must be made by means of a tender offer if, as a result of the acquisition, the purchaser would become a holder of more than 45% of the voting rights in the company and no other shareholder of the company holds more than 45% of the voting rights in the company. These requirements do not apply if the acquisition (i) occurs in the context of a private placement by the company that received shareholder approval, (ii) was from a shareholder holding at least 25% of the voting rights in the company and resulted in the acquirer becoming a holder of at least 25% of the voting rights in the company, or (iii) was from a holder of more than 45% of the voting rights in the company and resulted in the acquirer becoming a holder of more than 45% of the voting rights in the company. The special tender offer may be consummated only if (a) at least 5% of the voting power attached to the company's outstanding shares will be acquired by the offeror and (b) the number of shares tendered in the offer exceeds the number of shares whose holders objected to the offer.

In the event that a special tender offer is made, a company's board of directors is required to express its opinion on the advisability of the offer or shall abstain from expressing any opinion if it is unable to do so, provided that it gives the reasons for its abstention. An executive officer in a target company who, in his or her capacity as an executive officer, performs an action the purpose of which is to cause the failure of an existing or foreseeable special tender offer or is to impair the chances of its acceptance, is liable to the potential purchaser and shareholders for damages, unless such executive officer acted in good faith and had reasonable grounds to believe he or she was acting for the benefit of the company. However, executive officer of the target company may negotiate with the potential purchaser in order to improve the terms of the special tender offer, and may further negotiate with third parties in order to obtain a competing offer.

A special tender offer may not be consummated unless a majority of the shareholders who announced their stand on such offer have accepted it (in counting the total votes of such shareholders, shares held by the controlling shareholder, shareholders who have personal interest in the offer, or shareholder who own 25% or more of the voting rights in the company, shall not be taken into account). If a special tender offer was accepted by a majority of the shareholders who announced their stand on such offer, then shareholders who did not announce their stand or who had objected to the offer may accept the offer within four days of the last day set for the acceptance of the offer.

In the event that a special tender offer is accepted, the purchaser or any person or entity controlling it at the time of the offer or under common control with the purchaser or such controlling person or entity shall refrain from making a subsequent tender offer for the purchase of shares of the target company and cannot execute a merger with the target company for a period of one year from the date of the offer, unless the purchaser or such person or entity undertook to effect such an offer or merger in the initial special tender offer.

Full Tender Offer. A person wishing to acquire shares or a class of shares of an Israeli public company and who would, as a result, hold over 90% of the target company's issued and outstanding share capital or that certain class of shares is required by the Companies Law to make a tender offer to all of the company's shareholders for the purchase of all of the issued and outstanding shares of the company or class of shares. If either (i) the shareholders who do not accept the offer hold less than 5% of the issued and outstanding share capital of the company or of the applicable class, and more than half of the shareholders who do not have a personal interest in the offer accept the offer, or (ii) the shareholder who do not accept the offer hold less than 2% of the issued and outstanding share capital of the company or of the applicable class, then all of the shares that the acquirer offered to purchase will be transferred to the acquirer by operation of law. However, a shareholder that had its shares so transferred, whether it accepted the tender offer or not, may, within six months from the date of acceptance of the tender offer, petition the court to determine that tender offer was for less than fair value and that the fair value should be paid as determined by the court. If the shareholders who did not accept the tender offer hold at least 5% of the issued and outstanding share capital of the company or of the applicable class of shares, the acquirer may not acquire shares of the company that will increase its holdings to more than 90% of the company's issued and outstanding share capital or of the applicable class from shareholders who accepted the tender offer.

Merger. The Companies Law permits merger transactions if approved by each party's board of directors and, unless certain requirements described under the Companies Law are met, a majority of each party's shares voted on the proposed merger at a shareholders' meeting called with at least 35 days' prior notice.

For purposes of the shareholder vote, unless a court rules otherwise, the merger will not be deemed approved if a majority of the shares represented at the shareholders meeting that are held by parties other than the other party to the merger, or by any person who holds 25% or more of the outstanding shares or the right to appoint 25% or more of the directors of the other party, vote against the merger. If the transaction would have been approved but for the separate approval of each class or the exclusion of the votes of certain shareholders as provided above, a court may still approve the merger upon the request of holders of at least 25% of the voting rights of a company if the court holds that the merger is fair and reasonable, taking into account the value of the parties to the merger and the consideration offered to the shareholders.

Upon the request of a creditor of either party to the proposed merger, the court may delay or prevent the merger if it concludes that there exists a reasonable concern that, as a result of the merger, the surviving company will be unable to satisfy the obligations of any of the parties to the merger, and may further give instructions to secure the rights of creditors.

In addition, a merger may not be completed unless at least 50 days have passed from the date that a proposal for approval of the merger was filed by each party with the Israeli Registrar of Companies and 30 days have passed from the date the merger was approved by the shareholders of each of the merging companies.

Anti-Takeover Measures Under Israeli Law. The Companies Law allows us to create and issue shares having rights different from those attached to our ordinary shares, including shares providing certain preferred rights, distributions or other matters and shares having preemptive rights. As of the date of this annual report, we do not have any authorized or issued shares other than our ordinary shares. In the future, if we do create and issue a class of shares other than ordinary shares, such class of shares, depending on the specific rights that may be attached to them, may delay or prevent a takeover or otherwise prevent our shareholders from realizing a potential premium over the market value of their ordinary shares. The authorization of a new class of shares will require an amendment to our articles of association which requires the prior approval of the holders of a majority of our ordinary shares at a general meeting.

Tax Law. Israeli tax law treats some acquisitions, such as a stock-for-stock swap between an Israeli company and a foreign company, less favorably than U.S. tax law. For example, Israeli tax law may subject a shareholder who exchanges his ordinary shares for shares in a foreign corporation to immediate taxation. Please see Item 10E. “Taxation”.

The Centralization Law. The Israeli parliament (the Knesset) has recently approved the new Promotion of Competition and Reduction of Centralization Law, 5774-2013, or the Centralization Law, which, among others, imposes new constraints and stricter corporate governance rules on pyramid conglomerates, and forces separation between equity holdings in significant non-financial corporate businesses and equity holdings in significant financial businesses. The Centralization Law has entered into force on December 11, 2013.

10.C. MATERIAL CONTRACTS

Swiss Pro Capital Limited

On March 1, 2010, the Company’s subsidiary in Luxembourg Optibase RE 1 SARL or Optibase RE 1 entered into an Option Agreement, or the Option Agreement, with a Cypriot company, Swiss Pro, with respect to a commercial building acquired by the Company in October, 2009 in Rümlang, Switzerland. Through its beneficial owner, Swiss Pro introduced Optibase to the Rümlang property and facilitated Optibase’s acquisition and financing of the property. Under the Option Agreement, Optibase RE 1 granted Swiss Pro an option to purchase twenty percent (20%) of the share capital of Optibase RE 1. Swiss Pro undertook to pay a purchase price for the option of CHF 315,000 for the option. The exercise price under the Option Agreement is calculated based on twenty percent (20%) Optibase’s acquisition costs for the Rümlang Property plus interest and an adjustment for proceeds that are distributed to the shareholders of Optibase RE 1. The shares that would be issued to Swiss Pro upon exercise of the option will not have voting rights and would be subject to transfer restrictions in favor of Optibase. The option granted under the Option Agreement will expire within eight years from the entrance into the agreement, *i.e.*: on February 28, 2018.

Sale of our Video Solutions Business

On March 16, 2010 we and our subsidiary, Optibase Inc., entered into an asset purchase agreement with Optibase Technologies Ltd. and Stradis Inc., wholly owned subsidiaries of S.A. Vitec (also known as Vitec Multimedia), pursuant to which Optibase Technologies Ltd. and Stradis Inc. purchased all of the assets and liabilities related to our Video Solutions Business. Closing of the transaction occurred on July 1, 2010. Following the Vitec transaction, we and Vitec commenced arbitration proceedings. Such proceedings came to an end during 2014. For additional information see Item 8. “Financial Information - Legal Proceedings”.

Office Complex in Geneva, Switzerland

On March 3, 2011 we acquired, through our subsidiary, an office building complex in Geneva, Switzerland known as Centre des Technologies Nouvelles (CTN), or the Property. The acquisition was undertaken by OPCTN S.A., or OPCTN, a Luxembourg company owned 51% by Optibase and 49% by the Phoenix Insurance Company Ltd and the Phoenix Comprehensive Pension, collectively the Phoenix. OPCTN undertook the transaction by acquiring all of the ownership interest in the Property owner Eldista. The seller, Apollo CTN. S.a.r.l, or Apollo is an entity majority owned by area property partners.

Centre des Technologies Nouvelles (CTN) is a six-building complex located in the Plan-Les-Ouates business park in the outskirts of Geneva. The complex includes approximately 35,000 square meter (approximately 377,000 square feet) of primarily space and is a center for advanced industries including biotech electronic and information technology industries.

The transaction was based on a value of CHF 126.5 million (approximately $136.5 million as of the purchase date) and included the assumption of an existing nonrecourse mortgage financing in the principal amount of CHF 85.3 million (approximately $92.4 million as of the purchase date) provided by Credit Suisse. The purchase price for the Eldista shares was CHF 37.7 million (approximately $40.6 million as of the purchase date) subject to a post-closing price adjustment to reflect Eldista's assets and liabilities as of the closing date.

On the date of the agreement, we paid to the seller Apollo CTN S.a.r.l CHF 37.4 million and additional CHF 300,000 as post-closing price adjustment (approximately $40.2 million and $ 319,000 respectively as of the purchase date).

OPCTN and Apollo entered into a Share Purchase Agreement which included customary representations, and warranties as well as limited indemnities from Apollo regarding Eldista and the Property. The Seller's obligations under the SPA are guaranteed by Apollo Real Estate Fund II LP and Apollo European Real Estate Fund II (Euro) LP.

Shareholders Agreement with the Phoenix

In connection with the purchase of the office complex in Geneva, Switzerland, we and the Phoenix entered on February 8, 2011 into a Shareholders Agreement regarding our joint shareholdings in OPCTN. The Shareholders Agreement provides that Optibase will manage the day-to-day operations of OPCTN and Eldista but that certain actions of OPCTN and Eldista are subject to the joint approval of and the Phoenix. These actions include amendments to organizational documents, changes to business activity, financing arrangements, related party agreements, lease agreements exceeding twenty five percent of the leasable area of the Property, and requesting investments from shareholders in excess of CHF one million in a given year and CHF 2.5 million in aggregate.

The Shareholders Agreement also provides that Optibase and Phoenix will fund operating expenses and necessary capital expenditures for the Property that are not adequately funded by operating income, up to an amount of CHF two million per event or CHF five million per event if the capital expenditures are recommended by a third-party building engineering company. If we or the Phoenix do not provide our respective share of these expenses, the Shareholders Agreement provides that the OPCTN shareholdings (and shareholders loans) of the non-funding shareholder ownership will be diluted.

The Shareholders Agreement prohibited us and the the Phoenix from transferring shares in OPCTN until March 2012 and provides that any transfer of shares thereafter (other than to a related party) is subject to the reasonable approval of Optibase and the Phoenix. In addition, the Shareholders Agreement includes right of first offer, tag along and drag along rights in favor of both Optibase and Phoenix. The agreement provides that Optibase will make day-to-day decisions and provides The Phoenix with customary protective rights.

Office Complex in Geneva, Switzerland (CTN) refinancing agreement

On October 28, 2011 we entered into a CHF 15 million mezzanine bank loan and a CHF 85 million refinancing mortgage loan with Credit Suisse for the Company's Centre de Technologies Nouvelles (CTN) office building complex in Geneva, Switzerland. The refinancing was undertaken by OPCTN and by OPCTN's subsidiary, Eldista which is the owner of the Property.

Under the new financing agreements, Credit Suisse provided the mezzanine loan to OPCTN and refinanced the existing mortgage loan that Credit Suisse had provided to Eldista in 2010 that had an outstanding balance of CHF 83 million with a new CHF 85 million mortgage loan. The combined interest rate of the two new loans represents a 97 basis-point discount compared with the interest rate that Credit Suisse charged in the 2010 mortgage loan. The loans are amortized at a rate of CHF two million per year. The loans are secured by a first mortgage over the Property and by a pledge of Eldista's shares.

The refinancing allowed us and our partners (51% and 49% respectively) to retrieve approximately CHF 15 million of the equity initially invested in the acquisition. As of the refinancing date the refinancing increased our overall liquidity and reduced principal payments by a total of CHF 3.75 million over the next four years period. Based on current interest rates and net of loan expenses, we also expect a reduction of interest expenses by approximately CHF 2.1 million, resulting in an overall expected improvement to cash flows due to the refinancing of approximately CHF 5.8 million for the four years period.

On October 2, 2011, the Company's board of directors approved the refinancing agreement. Following the approval of the Company's board of directors of the Refinancing Loan and the Mezzanine Loan, the loan documents were completed and the loan was executed on October 28, 2011.

Condominium Units in Miami Beach, Florida

On December 31, 2013, we have consummated a transaction to acquire twelve luxury condominium units located in Miami Beach, Florida, from companies affiliated with our controlling shareholder, as well as the lease of one condominium unit by us to one of the sellers, in consideration for the issuance of 1.37 million newly issued ordinary shares of the Company. At the closing of the transactions, and upon instructions provided to us by the sellers of the units, we issued to Capri, our controlling shareholder, a net sum of 1,300,580 of our ordinary shares, represented, as the closing date of the transactions, approximately 25.4% of our issued share capital on a fully diluted basis. The net fair value of the condominium units as recorded in our financial statement as of the closing date was approximately $7.2 million, representing the fair value of the ordinary shares issued as of the closing date. On October 20, 2014, we sold the eleven units located in the Flamingo Condominium, in consideration for an aggregated gross price of $6.4 million. For further details on the transaction to sell such units, see Item 7.B. “Related Party Transactions”.

German Commercial Properties Portfolio

On December 18, 2014, our wholly owned European subsidiary, Optibase Bavaria GmbH & Co. KG, or Optibase Bavaria, entered into a purchase agreement with Lincoln Dreizehnte Deutche Grundstucksgellschaft mbH and Lincoln Land Passau GmbH, unrelated third parties, or the Sellers, to acquire a retail portfolio of twenty-six (26) separate commercial properties in Bavaria, Germany, and one (1) commercial property in Saxony, Germany, or the Transaction Portfolio. The closing of the transaction is expected to occur on or before May 31, 2015.

Purchase Price

The purchase price to be paid by us to the Sellers at the closing of the transaction, is expected to be approximately EUR 29,750,000 (approximately $36.14 million), or the Purchase Price. In addition to the Purchase Price, we will incur acquisition costs, including real estate transfer taxes, of approximately EUR 2,400,000 (approximately $2.92 million). The Purchase Price will be paid in two tranches: (1) the first will be due on the last day of the calendar month in which the payment notification was sent and will include at least 80% of the total purchase price; and (2) the second will be due on the last day of the calendar month in which the payment notification was sent, which shall be no later than June 30, 2015 (if it has not occurred earlier).

As a security for the Purchase Price, Optibase Bavaria: submitted to an immediate foreclosure of its assets if it defaults on its obligations in the purchase agreement and put down a deposit prior to the date of the purchase agreement of EUR 1,000,000 in an escrow account.

We intend to finance the Purchase Price for the Transaction Portfolio in part through a senior mortgage loan (as detailed below), and the remaining part through a contribution of equity in part from working capital and in part by either obtaining additional financing or by exercising a guaranty commitment given to us by our major shareholder.

Right of first refusal to purchase properties

The acquisition of each property in the Transaction Portfolio is subject to a waiver by the local municipality of its statutory right of first refusal to acquire such property. In addition, the acquisition of 17 of the properties in the Transaction Portfolio is subject to a waiver of a right of first refusal by the main tenant of each property. If the main tenant or the local municipalities exercise their right of first refusal on any of the properties in the Transaction Portfolio, such properties will be excluded from the acquisition and an adjustment will be made to the Purchase Price. Under the terms of the purchase agreement, we are obliged to acquire the Transaction Portfolio even if any of the main tenants or local municipalities exercises their right of first refusal on any of the properties, subject to the exclusion of such property and the abovementioned adjustment, provided that at least 80% of the purchase price is still payable on the first date for payment.

Properties

In general, the Transaction Portfolio, which represents a homogenous retail portfolio in established retail locations, has approximately 37,030 square meters of total rental space and currently generates annual net rental income of more than EUR 3 million (approximately $3.64 million). The properties have an average tenancy rate of more than 90% of the total rental area, and an average remaining lease term of approximately seven years.

The tenants currently operate on the properties includes 25 hypermarkets, one supermarket, and one commercial building with partly office use. The largest tenant in the Transaction Portfolio is EDEKA Handelsgesellschaft Südbayern mbH, or Edeka, one of the largest supermarket chain in the German market, which currently leases 22 of the rental properties in the Transaction Portfolio. In addition to the hypermarkets and supermarkets, smaller shops (such as bakeries and post offices) operate on several locations as subtenants of Edeka.

Leases

Optibase Bavaria will accept the assignment of the Sellers' rights and obligations under the leasehold estate agreements in respect of the properties, as of the effective date of the purchase agreement, and the Sellers will be released from all rights and claims of the tenants and future tenants relating to the period after the effective date. Optibase Bavaria will be authorized to retain EUR 295,979 of the Purchase Price (*i.e.* one gross monthly payment from all the lease agreements acquired) to apply to any amounts which tenants erroneously pay to the Sellers. All rental deposits paid by the tenants up until the effective date will be transferred by the Sellers to Optibase Bavaria within four weeks after the effective date.

Property-related agreements

Optibase Bavaria will accept the assignment of the Sellers' rights and obligations under any property-related agreements in connection with the Transaction Portfolio as of the effective date, discharging and releasing the Sellers.

Insurance

Optibase Bavaria will obtain its own insurance for the Transaction Portfolio from the date of transfer of the Transaction Portfolio.

Loan Agreement

Optibase Bavaria is currently negotiating a loan agreement with a German financing institution, for the provision of a senior mortgage loan in the amount of up to EUR 21,000,000, to be used as part of our source of funds for the purchase of the Transaction Portfolio.The interest rate is expected to be 1.75% per annum (after certain requirements for mortgage loans under German law have been met – otherwise 1.89%) above the three month Euro Interbank Offer Rate, or EURIBOR, from the closing date. The loan is expected to be repaid in quarterly installments of EUR 105,000 each, up until March 31, 2020, or the Maturity Date (*i.e.* April 30, 2020). The terms of the loan includes a debt service cover ratio requirement of between 130% and 110%, and a loan to value requirement of 70% in the first three years and 65% in the fourth and fifth years. The parties intend to sign the loan agreement in April 2015. However, there is no assurance that we would be successful in obtaining such financing on these terms or at all, and we may need to seek additional equity or debt financing to be used as our source of funds for the Transaction Portfolio.

10.D. EXCHANGE CONTROLS

Israeli law and regulations do not impose any material foreign exchange restrictions on non-Israeli holders of our ordinary shares. In May 1998, a new "general permit" was issued under the Israeli Currency Control Law, 1978, which removed most of the restrictions that previously existed under the law and enabled Israeli citizens to freely invest outside of Israel and freely convert Israeli currency into non-Israeli currencies.

Dividends, if any, paid to holders of our ordinary shares, and any amounts payable upon our dissolution, liquidation or winding up, as well as the proceeds of any sale in Israel of our ordinary shares to an Israeli resident, may be paid in non-Israeli currency or, if paid in Israeli currency, may be converted into freely repatriable dollars at the rate of exchange prevailing at the time of conversion.

Under Israeli law (and our memorandum and articles of association), persons who are neither residents nor nationals of Israel may freely hold, vote and transfer ordinary shares in the same manner as Israeli residents or nationals. Subject to anti-terror legislations, there are no limitations on the rights of non-resident or foreign owners to hold or vote ordinary shares imposed under Israeli law or under our articles of association.

10.E. TAXATION

The following is a discussion of tax consequences material to us and our Israeli and U.S. shareholders. To the extent the discussion is based on new tax legislation, which has not been subject to judicial or administrative interpretation, we cannot assure you that the tax authorities or the courts will accept the views expressed in this section. The discussion is not intended, and should not be construed, as legal or professional tax advice and does not exhaust all possible tax considerations. Holders of our ordinary shares should consult their own tax advisors as to the United States, Israeli or other tax consequences of the purchase, ownership and disposition of ordinary shares, including, in particular, the effect of any non-U.S., state or local taxes.

Israeli taxation

General Corporate Tax Structure in Israel

The Israeli corporate tax rate was 25% in 2012, 25% in 2013 and 26.5% in 2014.

A company in Israel is taxable on its real (non-inflationary) capital gains at the corporate tax rate of 26.5% in the year of sale.

Israeli Tax Consequences for Our Shareholders

The following description is not intended to constitute a complete analysis of all tax consequences relating to the acquisition, ownership and disposition of our ordinary shares. You should consult your own tax advisor concerning the tax consequences of your particular situation, as well as any tax consequences that may arise under the laws of any state, local, foreign or other taxing jurisdiction.

Certain Israeli Tax Consequences

This summary does not discuss all the aspects of Israeli tax law that may be relevant to a particular investor in light of his or her personal investment circumstances or to some types of investors subject to special treatment under Israeli law. Examples of such investors include residents of Israel or traders in securities who are subject to special tax regimes not covered in this discussion. Because parts of this discussion are based on new tax legislation that has not yet been subject to judicial or administrative interpretation, we cannot assure you that the appropriate tax authorities or the courts will accept the views expressed in this discussion. The discussion below is subject to change, including due to amendments under Israeli law or changes to the applicable judicial or administrative interpretations of Israeli law, which change could affect the tax consequences described below.

Capital Gains Taxes Applicable to Non Israeli Resident Shareholders.

A non Israeli resident who derives capital gains from the sale of shares in an Israeli resident company that were purchased after the company was listed for trading on a stock exchange outside of Israel should be exempt from Israeli tax so long as the shares were not held through a permanent establishment that the non resident maintains in Israel. However, non Israeli corporations will not be entitled to the foregoing exemption if Israeli residents: (i) have a controlling interest of 25% or more in such non Israeli corporation or (ii) are the beneficiaries of, or are entitled to, 25% or more of the revenues or profits of such non Israeli corporation, whether directly or indirectly. Such exemption is not applicable to a person whose gains from selling or otherwise disposing of the shares are deemed to be a business income.

Additionally, a sale of shares by a non Israeli resident may be exempt from Israeli capital gains tax under the provisions of an applicable tax treaty. For example, under the United States Israel Tax Treaty, the disposition of shares by a shareholder who (i) is a U.S. resident (for purposes of the treaty), (ii) holds the shares as a capital asset, and (iii) is entitled to claim the benefits afforded to such person by the treaty, is generally exempt from Israeli capital gains tax. Such exemption will not apply if: (i) the capital gain arising from the disposition can be attributed to a permanent establishment in Israel; (ii) the shareholder holds, directly or indirectly, shares representing 10% or more of the voting capital during any part of the 12 month period preceding the disposition, subject to certain conditions; or (iii) such U.S. resident is an individual and was present in Israel for a period or periods aggregating to 183 days or more during the relevant taxable year. In such case, the sale, exchange or disposition of our ordinary shares would be subject to Israeli tax, to the extent applicable; however, under the United States Israel Tax Treaty, the taxpayer would be permitted to claim a credit for such taxes against the U.S. federal income tax imposed with respect to such sale, exchange or disposition, subject to the limitations under U.S. law applicable to foreign tax credits. The United States Israel Tax Treaty does not relate to U.S. state or local taxes.

In some instances where our shareholders may be liable for Israeli tax on the sale of their ordinary shares, the payment of the consideration may be subject to the withholding of Israeli tax at source. Shareholders may be required to demonstrate that they are exempt from tax on their capital gains in order to avoid withholding at source at the time of sale. Specifically, in transactions involving a sale of all of the shares of an Israeli resident company, in the form of a merger or otherwise, the Israel Tax Authority may require from shareholders who are not liable for Israeli tax to sign declarations in forms specified by this authority or obtain a specific exemption from the Israel Tax Authority to confirm their status as non Israeli resident, and, in the absence of such declarations or exemptions, may require the purchaser of the shares to withhold taxes at source.

Taxation of non Israeli Shareholders on Receipt of Dividends

Non-Israeli residents are generally subject to Israeli income tax on the receipt of dividends paid on our ordinary shares at the rate of 25%, unless relief is provided in a treaty between Israel and the shareholder's country of residence. With respect to a person who is a "substantial shareholder" at the time of receiving the dividend or on any time during the preceding twelve months, the applicable tax rate is 30%. A "substantial shareholder" is generally a person who alone or together with such person's relative or another person who collaborates with such person on a permanent basis, holds, directly or indirectly, at least 10% of any of the "means of control" of the corporation. "Means of control" generally include the right to vote, receive profits, nominate a director or an executive officer, receive assets upon liquidation, or order someone who holds any of the aforesaid rights how to act, regardless of the source of such right. However, a distribution of dividends to non-Israeli residents is subject to withholding tax at source at a rate of 15% if the dividend is distributed from income attributed to an Approved Enterprise or a Benefited Enterprise or 20% if the dividend is distributed from income attributed to a Preferred Enterprise, unless a reduced tax rate is provided under an applicable tax treaty. Dividends paid on publicly traded shares, which are registered with and held by a nominee company, to non-Israeli residents are generally subject to Israeli withholding tax at a rate of 25%, unless a different rate is provided under an applicable tax treaty, provided that a certificate from the Israel Tax Authority allowing for a reduced withholding tax rate is obtained in advance. Under the United States-Israel Tax Treaty, the maximum rate of tax withheld at source in Israel on dividends paid to a holder of our ordinary shares who is a U.S. resident (for purposes of the United States-Israel Tax Treaty) is 25%.

U.S. residents who are subject to Israeli withholding tax on a dividend may be entitled to a credit or deduction for United States federal income tax purposes in the amount of the taxes withheld, subject to detailed rules contained in U.S. tax legislation.

Excess Tax.

Beginning on January 1, 2013, an additional tax liability at the rate of 2% was added to the applicable tax rate on the annual taxable income of individuals who are subject to tax in Israel (whether any such individual is an Israeli resident or non-Israeli resident) exceeding NIS 811,560 (in 2014) which amount is linked to the annual change in the Israeli consumer price index, including, but not limited to, dividends, interest and capital gain, subject to the provisions of an applicable tax treaty.

United States Federal Income Tax Consequences

The following is a summary of certain material U.S. federal income tax consequences that apply to U.S. Holders who hold ordinary shares as capital assets. This summary is based on the United States Internal Revenue Code of 1986 or the Code, as amended, Treasury regulations promulgated thereunder, judicial and administrative interpretations thereof, and the U.S.-Israel Tax Treaty, all as in effect on the date hereof and all of which are subject to change either prospectively or retroactively. This summary does not address all tax considerations that may be relevant with respect to an investment in ordinary shares. This summary does not account for the specific circumstances of any particular investor, such as:

- broker-dealers,
- financial institutions,
- certain insurance companies,
- investors liable for alternative minimum tax,
- tax-exempt organizations,
- non-resident aliens of the U.S. or taxpayers whose functional currency is not the U.S. dollar,
- persons who hold the ordinary shares through partnerships or other pass-through entities,
- investors that actually or constructively own 10 percent or more of our voting shares, and
- investors holding ordinary shares as part of a straddle or a hedging or conversion transaction.

This summary does not address the effect of any U.S. Federal taxation other than U.S. Federal income taxation. In addition, this summary does not include any discussion of state, local or foreign taxation. You are urged to consult your tax advisors regarding the non-U. S. and United States federal, state and local tax considerations of an investment in ordinary shares.

For purposes of this summary, a U.S. Holder is:

- an individual who is a citizen or, a resident of the United States for U.S. federal income tax purposes;
- a partnership, corporation or other entity created or organized in or under the laws of the United States or any political subdivision thereof;
- an estate whose income is subject to U.S. federal income tax regardless of its source;
- a trust if: (a) a court within the United States is able to exercise primary supervision over administration of the trust, and (b) one or more United States persons have the authority to control all substantial decisions of the trust; or
- a trust, if the trust were in existence and qualified as a "United States person," within the meaning of the Code, on August 20, 1996 under the law as then in effect and elected to continue to be so treated.

Additional Tax on Investment Income

In addition to the income taxes described above, U.S. holders that are individuals, estates or trusts and whose income exceeds certain thresholds will be subject to a 3.8% Medicare contribution tax on net investment income, which includes dividends and capital gains.

Taxation of Dividends

The gross amount of any distributions received with respect to ordinary shares, including the amount of any Israeli taxes withheld therefrom, will constitute dividends for U.S. Federal income tax purposes, to the extent of our current and accumulated earnings and profits as determined for U.S. federal income tax principles. You will be required to include this amount of dividends in gross income as ordinary income. Distributions in excess of our earnings and profits will be treated as a non-taxable return of capital to the extent of your tax basis in the ordinary shares and any amount in excess of your tax basis, will be treated as gain from the sale of ordinary shares. See Item 10.D. "Exchange Controls" under the heading "Disposition of Ordinary Shares" below for the discussion on the taxation of capital gains. Dividends will not qualify for the dividends-received deduction generally available to U.S. corporations under Section 243 of the Code.

Certain dividend income received by individual U.S. Holders, in taxable years beginning after December 31, 2012 may be eligible for a reduced rate of taxation. Such dividend income will be taxed at the applicable long-term capital gains rate (currently, a maximum rate of 20%) if the dividend is received from a "qualified foreign corporation," and the shareholder of such foreign corporation holds such stock for at least 61 days during the 121-day period that begins on the date that is 60 days before the ex-dividend date for the stock. The holding period is tolled for any days on which the shareholder has reduced his risk of loss. A "qualified foreign corporation" is one that is eligible for the benefits of a comprehensive income tax treaty with the United States. A foreign corporation will be treated as qualified with respect to any dividend paid, if its stock is readily tradable on an established securities market in the United States. Dividend income will not qualify for the reduced rate of taxation if the corporation is a passive foreign investment company, or PFIC (*see* below), for the year in which the dividend is distributed or for the previous year.

Dividends that we pay in NIS, including the amount of any Israeli taxes withheld therefrom, will be included in your income in a U.S. dollar amount calculated by reference to the exchange rate in effect on the day such dividends are received. A U.S. Holder who receives payment in NIS and converts NIS into U.S. dollars at an exchange rate other than the rate in effect on such day may have a foreign currency exchange gain or loss that would be treated as U.S. source ordinary income or loss. U.S. Holders should consult their own tax advisors concerning the U.S. tax consequences of acquiring, holding and disposing of NIS.

Any Israeli withholding tax imposed on such dividends will be a foreign income tax eligible for credit against a U.S. Holder's U.S. federal income tax liability, subject to certain limitations set out in the Code (or, alternatively, for deduction against income in determining such tax liability). The limitations set out in the Code include computational rules under which non-U.S. tax credits allowable with respect to specific classes of income cannot exceed the U.S. federal income taxes otherwise payable with respect to each such class of income. Dividends generally will be treated as foreign-source passive income for United States foreign tax credit purposes. Foreign income taxes exceeding the credit limitation for the year of payment or accrual may be carried back for the first preceding taxable years and forward for the first ten taxable years in order to reduce U.S. federal income taxes, subject to the credit limitation applicable in each of such years. A U.S. Holder will be denied a foreign tax credit with respect to Israeli income tax withheld from dividends received on the ordinary shares to the extent such U.S. Holder has not held the ordinary shares for at least 16 days of the 31-day period beginning on the date which is 15 days before the ex-dividend date or to the extent such U.S. Holder is under an obligation to make related payments with respect to substantially similar or related property. Any days during which a U.S. Holder has substantially diminished its risk of loss on the ordinary shares are not counted toward meeting the 16-day holding period required by the statute. The rules relating to the determination of the foreign tax credit are complex, and you should consult with your personal tax advisors to determine whether and to what extent you would be entitled to this credit.

Dispositions of Ordinary Shares

If you sell or otherwise dispose of ordinary shares, you will recognize gain or loss for U.S. Federal income tax purposes in an amount equal to the difference between the amount realized on the sale or other disposition and the adjusted tax basis in ordinary shares. Subject to the discussion below under the heading "Passive Foreign Investment Companies," such gain or loss generally will be capital gain or loss and will be long-term capital gain or loss if you have held the ordinary shares for more than one year at the time of the sale or other disposition. In general, any gain that you recognize on the sale or other disposition of ordinary shares will be U.S.-source for purposes of the foreign tax credit limitation; losses will generally be allocated against U.S. source income. Deduction of capital losses is subject to certain limitations under the Code.

In the case of a cash basis U.S. Holder who receives NIS in connection with the sale or disposition of ordinary shares, the amount realized will be based on the U.S. dollar value of the NIS received with respect to the ordinary shares as determined on the settlement date of such exchange. A U.S. Holder who receives payment in NIS and converts NIS into United States dollars at a conversion rate other than the rate in effect on the settlement date may have a foreign currency exchange gain or loss that would be treated as U.S. source ordinary income or loss.

Passive Foreign Investment Companies, or PFIC

There is a substantial risk that we are a passive foreign investment company, or PFIC, for U.S. federal income tax purposes. Our treatment as a PFIC could result in a reduction in the after-tax return to the U.S. Holders of our ordinary shares and may cause a reduction in the value of such shares.

For U.S. federal income tax purposes, we will be classified as a PFIC for any taxable year in which either (i) 75% or more of our gross income is passive income, or (ii) the average percentage of the value of all of our assets for the taxable year which produce or are held for the production of passive income is at least 50%. For this purpose, cash and real estate properties are considered to be an asset which produces passive income. Passive income includes, among others, dividends, interest, certain types of royalties and rents, annuities, net foreign exchange gains and losses and the excess of gains over losses from the disposition of assets which produce passive income. As a result of our substantial cash position and the decline in the value of our stock, we may be a PFIC under a literal application of the asset test that looks solely to market value. If we are a PFIC for U.S. federal income tax purposes, U.S. Holders of our ordinary shares would be required, in certain circumstances, to pay an interest charge together with tax calculated at maximum rates on certain "excess distributions," including any gain on the sale of ordinary shares.

The consequences described above can be mitigated if the U.S. Holder makes an election to treat us as a qualified electing fund, or QEF. A shareholder making the QEF election is required for each taxable year to include in income a pro rata share of the ordinary earnings and net capital gain of the QEF, subject to a separate election to defer payment of taxes, which deferral is subject to an interest charge. We have agreed to supply U.S. Holders with the information needed to report income and gain pursuant to a QEF election. The QEF election is made on a shareholder-by-shareholder basis and can be revoked only with the consent of the Internal Revenue Service, or IRS.

As an alternative to making the QEF election, the U.S. Holder of PFIC stock which is publicly traded could mitigate the consequences of the PFIC rules by electing to mark the stock to market annually, recognizing as ordinary income or loss each year an amount equal to the difference as of the close of the taxable year between the fair market value of the PFIC stock and the U.S. Holder's adjusted tax basis in the PFIC stock. Losses would be allowed only to the extent of net mark-to-market gain previously included by the U.S. Holder under the election for prior taxable years. All U.S. Holders are advised to consult their own tax advisers about the PFIC rules generally and about the advisability, procedures and timing of their making any of the available tax elections, including the QEF or mark-to-market elections.

Backup Withholding and Information Reporting

Payments in respect of ordinary shares may be subject to information reporting to the U.S. Internal Revenue Service and to a 28 percent U.S. backup withholding tax. Backup withholding will not apply, however, if you (i) are a corporation or come within certain exempt categories, and demonstrate the fact when so required, or (ii) furnish a correct taxpayer identification number and make any other required certification. Backup withholding is not an additional tax. Amounts withheld under the backup withholding rules may be credited against a U.S. Holder’s U.S. tax liability, and a U.S. Holder may obtain a refund of any excess amounts withheld under the backup withholding rules by filing the appropriate claim for refund with the IRS. Any U.S. holder who holds 10% or more in vote or value of our ordinary shares may be subject to certain additional United States information reporting requirements.

U.S. Gift and Estate Tax

An individual U.S. Holder of ordinary shares will be subject to U.S. gift and estate taxes with respect to ordinary shares in the same manner and to the same extent as with respect to other types of personal property.

Other Income Tax

Taxable income of the Company's subsidiary in Luxemburg, Switzerland and the United States is subject to tax at the rate of approximately 29%, 24% and 34% respectively in 2013.

10.F. DIVIDEND AND PAYING AGENTS

Not applicable.

10.G. STATEMENT BY EXPERTS

Not applicable.

10.H. DOCUMENTS ON DISPLAY

Reports and other information of Optibase filed electronically with the SEC may be found at www.sec.gov. They can also be inspected without charge and copied at prescribed rates at the public reference facilities maintained by the SEC Public Reference Room at 100 F Street, NE, Washington, D.C. 20549. Copies of this material are also available by mail from the Public Reference Room at 100 F Street, NE, Washington, D.C. 20549, at prescribed rates.

10.I. SUBSIDIARY INFORMATION

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

Most of our revenues are generated in CHF but a portion of our expenses is incurred in NIS and in U.S. dollars. Therefore, our results of operations may be seriously harmed by inflation in Israel and currency fluctuations. In addition, following the closing of the Transaction Portfolio in Germany as detailed in Item 10.C. "Material Contracts" above, our results of operations will be exposed to fluctuations in the exchange rate of NIS against the U.S. dollar and against the EUR as well.

The inflation rate in Israel was approximately 1.6% in 2012, approximately 1.8% in 2013 and a deflation of approximately 0.2% in 2014. The changes of the NIS against the dollar was an appreciation of approximately 2.3% in 2012, and approximately 7% in 2013 and a devaluation of approximately 12% in 2014 and the changes of the NIS against the CHF was a devaluation of approximately 0.4% in 2012, and appreciation of approximately 4.4% in 2013 and a devaluation of approximately 0.8% in 2014. The appreciation of the CHF against the dollar was approximately 2.7% in 2012, 2.7% in 2013 and a devaluation of approximately 10% in 2014.

Our operations could be adversely affected if we are unable to guard against currency fluctuations in the future. Accordingly, we may enter into currency hedging transactions to decrease the risk of financial exposure from fluctuations in the exchange rate of NIS against the U.S. dollar and against the CHF (and, in the future, against the EUR following the closing of the Transaction Portfolio in Germany). These measures, however, may not adequately protect us from material adverse effects due to the impact of inflation in Israel.

Our functional currency is the U.S Dollar.

The functional currencies of our subsidiaries are CHF and U.S dollar. The Company has elected to use U.S dollar as its reporting currency for all years presented.

While the functional currency of our subsidiaries in the United States is the U.S dollars, the functional currency of our subsidiaries in Switzerland is their lead currency, *i.e.* CHF. Since our functional and reporting currency is the U.S dollars, the financial statements of Optibase Real Estate SARL and OPCTN S.A whose functional currency has been determined to be CHF have been translated into U.S. dollars. Assets and liabilities of this subsidiary are translated at the year-end exchange rates and their statement of operations items are translated using the actual exchange rates at the dates on which those items are recognized. Such translation adjustments are recorded as a separate component of accumulated other comprehensive income in shareholders' equity.

Interest Rate and Rating Risks

Our exposure to market risk for changes in interest rates in Switzerland relates primarily to our long term loan taken for the purchase of our real-estate property in Switzerland and denominated in Swiss Franks (CHF). Changes in Swiss interest rates, could affect our financial results. Following the expected closing of our Transaction Portfolio in Germany, as detailed in Item 10.C. "Material Contracts" above, we will be subject to the German market risk for changes in interest rates related to the long term loan taken for that purchase. Therefore, changes in EUR interest rates, could affect our financial results.

Investments Risks

In the second quarter of 2003, we transferred approximately $39.3 million of our monies and investments to Optibase, Inc. to achieve better net profit from the investment. As of December 31, 2014, our available net cash was $22.9 million. As of December 31, 2014, our available cash was invested in interest bearing bank deposits and money market funds with various banks. Our available cash is subject to the credit risk of the banks with which the funds are deposited and as such we may suffer losses if those banks fail to repay those deposits.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

Not applicable.

PART II

ITEM 13. DEFAULTS, DIVIDEND ARREARAGES AND DELINQUENCIES

Not applicable.

ITEM 14. MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

Not applicable.

ITEM 15. CONTROLS AND PROCEDURES

(a) Our management, including our chief executive officer and chief financial officer, has evaluated the effectiveness of our disclosure controls and procedures as of December 31, 2014. Based on such review, our chief executive officer and chief financial officer have concluded that we have in place effective controls and procedures designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act of 1934, as amended, is accumulated and communicated to our management, including our principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure, and is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms.

(b) Our management, under the supervision of our chief executive officer and chief financial officer, is responsible for establishing and maintaining adequate internal control over our financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) of the Securities Exchange Act of 1934, as amended. The Company's internal control over financial reporting is defined as a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. Internal control over financial reporting includes policies and procedures that:

- pertain to the maintenance of records that in reasonable detail accurately and fairly reflect our transactions and asset dispositions;
- provide reasonable assurance that transactions are recorded as necessary to permit the preparation of our financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors; and
- provide reasonable assurance regarding the prevention or timely detection of unauthorized acquisition, use or disposition of assets that could have a material effect on our financial statements.

Due to its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. In addition, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we evaluated the effectiveness of our internal control over financial reporting as of December 31, 2014 based on the framework for Internal Control-Integrated Framework (1992) set forth by The Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, our management concluded that the Company's internal controls over financial reporting were effective as of December 31, 2014.

This annual report does not include an attestation report of our registered public accounting firm regarding internal control over financial reporting, because we are neither a "large accelerated filer" nor an "accelerated filer" as those terms are defined in the Securities Exchange Act.

(c) There were no changes in our internal controls over financial reporting identified with the evaluation thereof that occurred during the period covered by this annual report that have materially affected, or are reasonable likely to materially affect our internal control over financial reporting.

ITEM 16. [RESERVED]

ITEM 16A. AUDIT COMMITTEE FINANCIAL EXPERT

The board of directors has determined that Ms. Orli Garti-Seroussi is an "audit committee financial expert" and that she is independent under the applicable Securities and Exchange Commission and NASDAQ listing rules.

ITEM 16B. CODE OF ETHICS

We have adopted a Code of Business Conduct and Ethics for our employees, including our chief executive officer and senior financial officers. The Code of Business Conduct and Ethics is attached as Exhibit 11.1 to this annual report, and published on our website in the address: http://www.optibase-holdings.com.

ITEM 16C. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Kost, Forer Gabbay & Kasierer, a member of Ernst & Young Global, or Ernst & Young has served as our independent public accountants for each of the fiscal years in the three-year period ended December 31, 2014, for which audited financial statements appear in this annual report on Form 20-F.

The following table presents the aggregate fees for professional services and other services rendered by Kost, Forer Gabbay & Kasierer in Israel and by Ernst & Young in Switzerland and in the United States, to Optibase in 2013 and 2014 (in thousands):

	2013	2014
Audit fees (1)	104	97
Audit-related fees (2)	--	4
Tax fees (3)	61	30
All other fees (4)	--	--
Total	165	131

(1) Audit fees consist of fees billed for the annual audit services engagement and other audit services, which are those services that only the external auditor can reasonably provide, and include the group audit; statutory audits; comfort letters and consents; attest services; and assistance with and review of documents filed with the SEC.

(2) Audit-related fees consist of fees billed for assurance and related services that are reasonably related to the performance of the audit or review of our financial statements or that are traditionally performed by the external auditor, and include consultations concerning financial accounting and reporting standards; internal control reviews of new systems, programs and projects; review of security controls and operational effectiveness of systems; review of plans and control for shared service centers, due diligence related to acquisitions; accounting assistance and audits in connection with proposed or completed acquisitions; and employee benefit plan audits.

(3) Tax fees include fees billed for tax compliance services, including the preparation of original and amended tax returns and claims for refund; tax consultations, such as assistance and representation in connection with tax audits and appeals, tax advice related to mergers and acquisitions, transfer pricing, and requests for rulings or technical advice from taxing authority; tax planning services; and expatriate tax planning and services.

(4) All other fees include fees billed for training; forensic accounting; data security reviews; treasury control reviews and process improvement and advice; and environmental, sustainability and corporate social responsibility advisory services.

Audit Committee Pre-approval Policies and Procedures

Our audit committee's main role is to assist the board of directors in fulfilling its responsibility for oversight of the quality and integrity of the accounting, auditing and reporting practices of the Company. Our audit committee oversees the appointment, compensation, and oversight of the public accounting firm engaged to prepare or issue an audit report on the financial statements of the Company. Our audit committee's specific responsibilities in carrying out its oversight role include the approval of all audit and non-audit services to be provided by the external auditor and quarterly review the firm's non-audit services and related fees. These services may include audit services, audit-related services, tax services and other services, as described above. It is the policy of our audit committee to approve in advance the particular services or categories of services to be provided to the Company periodically. Additional services may be pre-approved by our audit committee on an individual basis during the year.

During 2013 and 2014, our audit committee approved all the audit-related fees, tax fees or other fees provided to us by Kost, Forer Gabbay & Kasierer in Israel or by Ernst & Young in Switzerland and in the United States.

ITEM 16D. EXEMPTION FROM THE LISTING STANDARDS FOR AUDIT COMMITTEE

We have not and do not expect to apply for any exemptions from the NASDAQ listing standards for audit committees.

ITEM 16E. PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Not applicable.

ITEM 16F. CHANGES IN REGISTRANT'S CERTIFYING ACCOUNTANT

None.

ITEM 16G. CORPORATE GOVERNANCE

We do not have a nomination committee as required by the Nasdaq Listing Rules. However, the actions ordinarily taken by such committee are resolved by the majority of our independent directors, in accordance with the Companies Law and the Nasdaq Global Market listing requirements.

Otherwise, there are no significant ways in which the Company's corporate governance practices differ from those followed by domestic companies listed on the Nasdaq Global Market.

ITEM 16H. MINE SAFETY DISCLOSURE

Not Applicable.

PART III

ITEM 17. FINANCIAL STATEMENTS

Not Applicable.

ITEM 18. FINANCIAL STATEMENTS

The following are our financial statements audited by Kost Forer Gabbay & Kasierer, a member of Ernst & Young Global, together with the reports of Kost Forer Gabbay & Kasierer, a member of Ernst & Young Global, for the fiscal year ended December 31, 2014, are filed as part of this annual report:

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ITEM 19. EXHIBITS

See Exhibit Index.

OPTIBASE LTD. AND ITS SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

AS OF DECEMBER 31, 2014

U.S. DOLLARS IN THOUSANDS

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of

OPTIBASE LTD.

We have audited the accompanying consolidated balance sheets of Optibase Ltd. ("the Company") as of December 31, 2013 and 2014, and the related consolidated statements of operations, comprehensive income, changes in shareholders' equity and cash flows for each of the three years in the period ended December 31, 2014. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. We were not engaged to perform an audit of the Company's internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above, present fairly, in all material respects, the consolidated financial position of the Company as of December 31, 2013 and 2014, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 2014, in conformity with United States generally accepted accounting principles.

Tel-Aviv, Israel
March 31, 2015

KOST FORER GABBAY & KASIERER
A Member of Ernst & Young Global

CONSOLIDATED BALANCE SHEETS

U.S. dollars in thousands

	December 31,	
	2014	**2013**
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 22,902	$ 18,811
Restricted cash	-	144
Trade receivables	286	279
Other accounts receivable and prepaid expenses	1,396	138
Total assets attributed to discontinued operations	-	675
Total current assets	24,584	20,047
LONG-TERM INVESTMENTS:		
Long-term deposits	54	61
Investments in companies and associates	7,553	7,738
Total long-term investments	7,607	7,799
PROPERTY AND OTHER ASSETS, NET		
Real Estate Property, net	185,204	209,761
Other assets, net	609	1,141
Total property, equipment and other assets	185,813	210,902
Total assets	$ 218,004	$ 238,748

The accompanying notes are an integral part of the consolidated financial statements.

CONSOLIDATED BALANCE SHEETS

U.S. dollars in thousands (except share and per share data)

	December 31,	
	2014	**2013**
LIABILITIES AND SHAREHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Current maturities of long term loans	$ 2,401	$ 2,669
Other accounts payable and accrued expenses	4,991	5,131
Other short-term Liabilities	539	-
Total liabilities attributed to discontinued operations	2,153	2,135
Total current liabilities	10,084	9,935
COMMITMENTS AND CONTINGENT LIABILITIES		
LONG-TERM LIABILITIES:		
Deferred tax liabilities	14,237	15,815
Land lease liability, net	6,528	7,374
Other Long-Term Liabilities	-	1,628
Long term loans, net of current maturities	110,080	125,072
Total long-term liabilities	130,845	149,889
SHAREHOLDERS' EQUITY :		
Share capital -		
Ordinary Shares of NIS 0.65 par value - Authorized: 6,000,000 shares at December 31, 2013 and 2014; Issued: 5,183,525 shares at December 31, 2013 and 2014; Outstanding: 5,123,630 and 5,127,631 shares at December 31, 2013 and 2014, respectively	988	988
Additional paid-in capital	137,898	137,825
Treasury shares : 59,895 and 55,895 shares at December 31, 2013 and 2014, respectively	(554)	(688)
Accumulated other comprehensive income (loss)	(1,221)	1,839
Accumulated deficit	(79,672)	(82,901)
Total shareholders' equity of Optibase Ltd.	57,439	57,063
Non-controlling interests	19,636	21,861
Total shareholders' equity	77,075	78,924
Total liabilities and shareholders' equity	$ 218,004	$ 238,748

The accompanying notes are an integral part of the consolidated financial statements.

March 31, 2015		
Date of approval of the financial statements	Amir Philips Chief Executive Officer.	Alex Hilman Executive Chairman of the board of directors

CONSOLIDATED STATEMENTS OF OPERATIONS

U.S. dollars in thousands (except share and per share data)

	Year ended December 31,		
	2014	**2013**	**2012**
Fixed income from real estate rent	$ 13,938	$ 13,711	$ 13,676
Costs and expenses:			
Cost of real estate operations	2,777	2,199	1,966
Real estate depreciation and amortization	3,813	3,369	2,569
General and administrative	2,167	1,870	2,068
Total costs and expenses	8,757	7,438	6,603
Gain on sale of operating properties	2,709	-	-
Operating income	7,890	6,273	7,073
Equity share in losses of associates, net	(186)	(172)	(32)
Other income (loss)	394	384	(100)
Financial expenses, net	(1,151)	(1,343)	(1,243)
Income before taxes on income	6,947	5,142	5,698
Taxes on income	1,502	1,518	1,643
Net income	5,445	3,624	4,055
Net income attributable to non-controlling interest	2,106	2,159	2,478
Net income attributable to Optibase LTD.	$ 3,339	$ 1,465	$ 1,577
Net earnings per share:			
Basic and diluted net earnings per share	$ 0.65	$ 0.38	$ 0.41
Weighted average number of shares used in computing basic net earnings per share:	5,126,616	3,822,032	3,818,198
Weighted average number of shares used in computing diluted net earnings per share:	5,131,072	3,825,610	3,820,233

The accompanying notes are an integral part of the consolidated financial statements.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

U.S. dollars in thousands

	Year ended December 31,		
	2014	**2013**	**2012**
Net income	$ 5,445	$ 3,624	$ 4,055
Foreign currency translation adjustments	(5,325)	1,477	1,172
Other comprehensive income	120	5,101	5,227
Net earnings attributable to non-controlling interests	(2,106)	(2,159)	(2,478)
Other comprehensive income (loss) attributable to non-controlling interests	2,265	(624)	(491)
Comprehensive income attributable to Optibase LTD.	$ 279	$ 2,318	$ 2,258

The accompanying notes are an integral part of the consolidated financial statements.

STATEMENTS OF CHANGES IN SHAREHOLDERS' EQUITY

U.S. dollars in thousands

	Ordinary shares	Additional paid-in capital	Treasury Shares	Accumulated other comprehensive income (loss)	Accumulated Deficit	Total shareholders' equity of Optibase Ltd.	Non-controlling interests	Total shareholders' equity
Balance as of January 1, 2012	$ 744	$ 130,734	$ (954)	$ 305	$ (85,730)	$ 45,099	$ 16,162	$ 61,261
Stock-based compensation related to options and unvested shares	-	117	-	-	-	117	-	117
Issuance of treasury shares upon vesting of shares	-	(27)	133	-	(106)	-	-	-
Other comprehensive income	-	-	-	681	-	681	491	1,172
Non-controlling interests	-	-	-	-	-	-	(53)	(53)
Net income	-	-	-	-	1,577	1,577	2,478	4,055
Balance as of December 31, 2012	744	130,824	(821)	986	(84,259)	47,474	19,078	66,552
Issuance of ordinary shares	244	6,909	-	-	-	7,153	-	7,153
Stock-based compensation related to options and unvested shares	-	118	-	-	-	118	-	118
Issuance of treasury shares upon vesting of shares	-	(26)	133	-	(107)	-	-	-
Other comprehensive income	-	-	-	853	-	853	624	1,477
Net income	-	-	-	-	1,465	1,465	2,159	3,624
Balance as of December 31, 2013	988	137,825	(688)	1,839	(82,901)	57,063	21,861	78,924
Stock-based compensation related to options and unvested shares	-	97	-	-	-	97	-	97
Issuance of treasury shares upon vesting of shares	-	(24)	134	-	(110)	-	-	-
Dividend distribution	-	-	-	-	-	-	(2,066)	(2,066)
Other comprehensive loss	-	-	-	(3,060)	-	(3,060)	(2,265)	(5,325)
Net income	-	-	-	-	3,339	3,339	2,106	5,445
Balance as of December 31, 2014	$ 988	$ 137,898	$ (554)	$ (1,221)	$ (79,672)	$ 57,439	$ 19,636	$ 77,075

The accompanying notes are an integral part of the consolidated financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS

U.S. dollars in thousands

	Year ended December 31,		
	2014	**2013**	**2012**
Cash flows from operating activities:			
Net income	$ 5,445	$ 3,624	$ 4,055
Adjustments required to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	3,813	3,369	2,569
Gain on sale of real estate	(2,709)	-	-
Impairment of an investment in company	-	-	100
Stock-based compensation related to options and unvested shares	97	118	117
Decrease (Increase) in trade receivables	(61)	(134)	577
Equity share in losses of associates, net	186	172	32
Increase (decrease) in deferred tax liabilities	(1,577)	44	159
Decrease in other long-term liabilities	-	(1,254)	(792)
Decrease in other short-term liabilities	(944)	-	-
Decrease in land lease liabilities	(187)	(91)	(81)
Decrease (Increase) in other accounts receivable and prepaid expenses	(1,174)	79	1,073
Increase (decrease) in accrued expenses and other accounts payable	1,737	1,615	(597)
Net cash provided by continuing operations	4,626	7,542	7,212
Net cash provided by (used in) discontinued operations	693	(123)	(427)
Net cash provided by operating activities	5,319	7,419	6,785
Cash flows from investing activities:			
Proceeds from (investment in) long-term lease deposits	7	(11)	(5)
Investment in real estate property	(1,093)	(5,795)	(210)
Sale of real estate property	6,169	-	-
Decrease (Increase) in restricted cash	144	(10)	(3)
Proceeds from (Investments in) associates	-	83	(8,025)
Net cash provided by (used in) investing activities	5,227	(5,733)	(8,243)

The accompanying notes are an integral part of the consolidated financial statements.

CONSOLIDATED STATEMENTS OF CASH FLOWS

U.S. dollars in thousands

	Year ended December 31,		
	2014	**2013**	**2012**
Cash flows from financing activities:			
Repayment of long term bank loans	(2,599)	(2,580)	(2,553)
Repayment of loan to non-controlling interests	-	-	(53)
Dividend distribution	(2,066)	-	-
Net cash used in financing activities	(4,665)	(2,580)	(2,606)
Exchange differences on balances of cash and cash equivalents	(1,790)	563	261
Increase (decrease) in cash and cash equivalents	4,091	(331)	(3,803)
Cash and cash equivalents at the beginning of the year	18,811	19,142	22,945
Cash and cash equivalents at the end of the year	$ 22,902	$ 18,811	$ 19,142
(a) Supplemental cash flow activities:			
Cash paid during the year for:			
Taxes	$ 27	$ 875	$ 1,902
Interest	$ 2,109	$ 2,702	$ 2,237
(b) Significant non-cash transactions:			
Sale of real estate property	$ 105	-	-
Purchase of investments in consideration of issue of shares	-	$ 7,153	-

The accompanying notes are an integral part of the consolidated financial statements.

NOTE 1:- GENERAL

a. Optibase Ltd. ("the Company") was incorporated and commenced operations in 1990.

During 2009 the Company entered into the fixed-income real estate sector after an acquisition of a commercial building in Switzerland.

Until the sale of its video solutions business to VITEC Multimedia ("Vitec") in July 2010 (See 1e below), the Company and its U.S subsidiary, Optibase Inc., provided equipment for a wide range of professional video applications in the Broadband IPTV, Broadcast, Government, Enterprise and Post-production markets. (collectively: the Video Activity). Following the sale of the Video Activity, the Company's only operation is the fixed-income real-estate.

As of December 31, 2014, the Company manages its activity through three active subsidiaries: Optibase Real Estate Europe SARL ("Optibase SARL") in Luxembourg which was incorporated in October 2009, Optibase Inc. in the United States which was incorporated in 1991 ("Optibase Inc.") and OPCTN SA, a Luxembourg company owned 51% by the Company which was incorporated in February 2011 ("Subsidiaries"), (collectively: "the Group").

b. Acquisitions and investments in associates:

1. Two Penn Center Plaza in Philadelphia, Pennsylvania**:**

On August 16, 2012, following the approval by the Company's audit committee and board of directors, the Company's shareholders approved its entrance into a limited partnership that will be formed to acquire beneficial interests in the owner of a commercial office building in Philadelphia known as Two Penn Center Plaza where the general partner and certain limited partners of the limited partnership are affiliated with Mr. Shlomo (Tom) Wyler, currently the Chief Executive Officer of our subsidiary Optibase Inc. formerly president and director of the Company, who is affiliated with the controlling shareholder of the Company.

On October 12, 2012, the Company through its subsidiary Optibase Inc., became a limited partner of two Penn Philadelphia LP, a Pennsylvania limited partnership (the "Partnership"), which acquired a beneficial interest in the owner of a Class A twenty story commercial office building in Philadelphia known as Two Penn Center Plaza. At the closing of the acquisition of Two Penn Center Plaza, Optibase Inc., made a capital contribution in cash of $4,025 to the Partnership in consideration for 19.66% beneficial interest in Two Penn Center Plaza.

Two Penn Center Plaza has approximately 500,000 rentable square feet and is located in the Center City neighborhood of Philadelphia opposite City Hall and Love Park.

The investment in Two Penn Center Plaza is accounted for using the equity method of accounting.

NOTE 1:- GENERAL (Cont.)

2. Texas Shopping Centers Portfolio:

On December 31, 2012, the Company through its subsidiary Optibase Inc. acquired approximately 4% indirectly beneficial interest in a portfolio of shopping centers located in Texas, USA.

The shopping centers portfolio includes more than 2 million square feet of leasable areas and is located in Houston, Dallas, and San Antonio area of Texas. The purchase price for the transaction was approximately $ 4,000 in cash. The transaction was based on a portfolio valuation of approximately $ 342,000 including existing nonrecourse mortgage financing in the principal amount of approximately $ 252,000. The primary mortgage loan has a fixed interest rate of 5.73% and matures in April 2016.

Optibase Inc., undertook this investment by making a $1,000 capital contribution as an approximately 16.5% limited partner in Global Texas, LP a Florida limited partnership that is a limited partner in Global Texas Portfolio, LP, a Delaware limited partnership. Global Texas Portfolio, LP acquired 49% of the beneficial interests in the shopping center portfolio.

In connection with the transaction, Optibase Inc., became an owner of approximately 16.5% of the partnership interests in Global Texas Lender, LP a Florida limited partnership and made a $3,000 capital contribution to Global Texas Lender, LP. Global Texas Lender, LP provided a loan to Global Texas Portfolio, LP, bearing interest at 11% per annum, to finance a portion of the purchase price paid by Global Texas Portfolio, LP to acquire its 49% beneficial interest in the shopping center portfolio.

The investment in Texas Shopping Centers Portfolio is accounted for using the cost method of accounting.

3. Luxury Suite Condominium Miami, Florida -

On April 9, 2013 and on August 22, 2013, the Company through its subsidiary Optibase Inc. acquired two luxury penthouses located in the Marquis Residence in Miami and one penthouse located in the Ocean One condominium in Sunny Isles Beach in Miami Beach, Florida, respectively, in a cash consideration for a purchase price of approximately $4,800.

NOTE 1:- GENERAL (Cont.)

4. Condominium Units in Miami Beach, Florida -

On December 31, 2013 following the approval of the Company's audit committee, board of directors and the Company's shareholders, the Company, through its subsidiary Optibase Inc., completed the purchase of 12 residential units in the Flamingo South Beach One Condominium and the Continuum on South Beach condominium, both located in Miami Beach, Florida from two private companies indirectly controlled by the Company's controlling shareholder (the "seller") for an aggregate net consideration of $7,153 following the set off of rental income of one unit for a period of three years to the seller, representing the fair value of 1.31 million new ordinary shares of the Company issued to the seller.

5. Disposal of Condominium Units in Miami Beach, Florida –

On September 17, 2014 the Company, through its subsidiary, Optibase Inc. sold 11 residential condominium units located in Florida. The total consideration was amounted to $6,411 and was paid at full on closing during October, 2014.

6. Retail Portfolio in Bavaria, Germany

On December 18, 2014 the Company through its subsidiary, Optibase SARL, entered into a Purchase Agreement with an unrelated third party to acquire a retail portfolio of twenty-seven Commercial properties in, Germany (the "Transaction Portfolio").

The purchase price to be paid by the Company in order to acquire the Transaction Portfolio is up to EUR 29,750 (approximately $ 36,142 as of December 31, 2014). In addition to the Purchase Price, the Company will incur acquisition costs, including real estate transfer taxes of approximately EUR 2,400 (approximately $ 2,915 as of December 31, 2014).

The acquisition of 17 of the properties in the Transaction Portfolio is subject to (i) waiver of a right of first refusal by the main tenant and (ii) waiver by the local municipalities of their right of first of refusal on each of the properties. If the main tenant or the local municipalities exercises their right of first refusal on any of the properties in the Transaction Portfolio, those designated properties will be excluded from the acquisition and an adjustment will be made to the purchase price. The closing of the transaction is expected to occur on or before May 31, 2015.

c. Centre des Technologies Nouvelles in Geneva, Switzerland

On March 2, 2011 the Company acquired through a newly established subsidiary an office building complex in Geneva, Switzerland known as Centre des Technologies Nouvelles (CTN) (the "Property"). The acquisition was undertaken by OPCTN S.A., a Luxembourg company owned 51% by Optibase and 49% by The Phoenix Insurance company Ltd and The Phoenix Comprehensive Pension (collectively: "The Phoenix"). OPCTN S.A. undertook the transaction by acquiring all of the ownership interest in the Property owner Eldista GmbH, a Swiss company ("Eldista").

NOTE 1:- GENERAL (Cont.)

CTN is a six-building complex located in the Plan-Les-Ouates business park in the outskirts of Geneva. The complex includes approximately 35,000 square meters (approximately 377,000 square feet) of primarily space and is a center for advanced industries including biotech, electronic and information technology industries.

The total net purchase price for the Eldista shares was CHF 37,720 (representing $ 40,559 - as of the purchase date), subject to a post-closing price adjustment to reflect Eldista's assets and liabilities as of the closing date.

d. The Company two major customers accounted for 23% and 10% and 23% and 12%, of the Company revenues in the year ended December 31, 2013, and 2014 respectively. No other customer accounted for more than 10% of the company revenues.

e. Sale of the Video Activity (Discontinued operations):

Until the sale of its video solutions business to VITEC Multimedia ("Vitec") in July 2010, the Company and its U.S subsidiary, Optibase Inc., provided equipment for a wide range of professional video applications in the Broadband IPTV, Broadcast, Government, Enterprise and Post-production markets. (collectively: the Video Activity).

On March 16, 2010, the Company and its subsidiary, Optibase Inc., entered into an asset purchase agreement (the "Agreement") with Optibase Technologies Ltd. and Stradis Inc., wholly owned subsidiaries of S.A. Vitec (also known as Vitec Multimedia) (S.A. Vitec, Optibase Technologies Ltd. and Stradis Inc., collectively: "Vitec"). According to the Agreement, the Company sold to Vitec all of the assets and liabilities related to the Company's Video Solutions Business (the "Video Activity") for an aggregate consideration of $ 8,000. The closing of the transaction occurred on July 1, 2010.

According to the Agreement, the Company and Vitec agreed on a price adjustment mechanism to the initial consideration, upon which, Vitec shall add or subtract to the consideration an amount equal to accounts receivable, net plus other receivables and prepaid expenses minus accounts payable and other payables, all as of the Closing date (the "Adjustment Amount"). The Adjustment Amount as calculated by the Company would be deposited by Vitec in escrow within five days from the closing date, to be released over a period of 12 months as Vitec collects amounts owed to the Company from customers. Vitec has refrained from depositing any amount in escrow which led to a dispute between the parties. For further details see Note 9d (1).

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands (except share and per share data)

NOTE 1:- GENERAL (Cont.)

The assets and liabilities of the Video activity for the years ended December 31, 2013 and 2014, which relates to the discontinued operations and presented in the consolidated balance sheets, are summarized as follows:

	December 31,	
	2014	**2013**
Assets:		
Other accounts receivable	-	$ 675
Total assets	-	$ 675
Liabilities:		
Other accounts payable and accrued expenses	$ 2,153	$ 2,135
Total liabilities	$ 2,153	$ 2,135

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES

a. Basis of presentation of the financial statements:

The preparation of financial statements in conformity with U.S generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. The Company's management believes that the estimates, judgments and assumptions used are reasonable based upon information available at the time they are made. These estimates, judgments and assumptions can affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements, and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

b. Functional currency, presentation currency and foreign currency:

The functional currency of the Company is the U.S Dollar.

The functional currencies of Optibase's subsidiaries are CHF and U.S dollar. The Company has elected to use U.S dollar as its reporting currency for all years presented.

While the functional currency of the Company's subsidiaries in the United States is the U.S dollars, the functional currency of the subsidiaries in Switzerland is their lead currency, i.e. CHF. Since the Company's functional and reporting currency is the USD, the financial statements of Optibase Real Estate SARL and OPCTN S.A. has been translated into U.S. dollars. Assets and liabilities of these subsidiaries are translated at the year-end exchange rates and their statement of operations items are translated using the actual exchange rates at the dates on which those items are recognized. Such translation adjustments are recorded as a separate component of accumulated other comprehensive income in shareholders' equity.

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

c. Principles of consolidation:

The consolidated financial statements include the accounts of the Company and its subsidiaries. Intercompany transactions and balances have been eliminated upon consolidation.

d. Non-controlling Interests:

Non-controlling interests generally represent the portion of equity that the Company does not own in the consolidated entities. The Company accounts for and reports its non-controlling interests in accordance with the provisions required under the Consolidation Topic of the FASB ASC 810. Non-controlling interests are separately presented within the equity section of the consolidated balance sheets. The amounts of consolidated net earnings attributable to the Company and to the non-controlling interests are presented on the consolidated statement of income.

e. Cash equivalents:

Cash equivalents include short-term, highly liquid investments that are readily convertible to cash, with original maturities of three months or less at the date acquired.

f. Property and equipment:

Real estate and equipment are stated at cost net of accumulated depreciation. Costs include those related to acquisition, including building improvements.

Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

	Years
Building and buildings' improvements	20-63
Condominium units and improvement	30

g. Long-lived assets including intangible assets:

The Company and its subsidiaries long-lived assets are reviewed for impairment in accordance with ASC 360, *"Property, Plant and Equipment"*, whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets held and used is measured by a comparison of the carrying amount of an asset to the future undiscounted cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment recognized is measured by the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed are reported at the lower of the carrying amount or fair value less costs to sell.

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

The Company reviews assets on a component-level basis, which is the lowest level of assets for which there are identifiable cash flows that can be distinguished operationally and for financial reporting purposes. The carrying amount of the asset group was compared with the related expected undiscounted future cash flows to be generated by those assets over the estimated remaining useful life of the primary asset. In cases where the expected future cash flows were less than the carrying amounts of the assets, those assets were considered impaired and written down to their fair values. Fair value was established based on discounted cash flows. As of December 31, 2013 and 2014, no impairment losses have been identified.

h. Investments in companies:

Investments in non-marketable equity securities of companies in which the Company does not have control or the ability to exercise significant influence over their operation and financial policies are recorded at cost.

The management evaluates investments in non-marketable equity securities as evidence of other-than temporary declines in value. When relevant factors indicate a decline in value that is other-than temporary the Company recognizes an impairment loss for the decline in value. As for impairment charges recorded during 2012, see Note 6.

i. Investments in associates:

Associates are companies in which the Company has significant influence over the financial and operating policies without having control. The investment in associates is accounted for using the equity method of accounting. Under the equity method, the investment in associates is accounted for in the financial statements at cost plus changes in the Group's share of net assets, including other comprehensive income (loss) of the associates. The equity method is applied until the loss of significant influence or classification of the investment as non-current asset held-for-sale.

The accounting policy in the financial statements of the associates has been applied consistently and uniformly with the policy applied in the financial statements of the Group.

j. Intangibles assets:

Intangible assets consist of above-market value of in-place leases that were recorded in connection with the acquisition of the properties. Intangible assets are amortized and accreted using the straight-line method over the term of the related leases. When a lease is terminated early, any remaining unamortized balances under lease intangible assets or liabilities are charged to earnings.

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

k. Derivative Instruments:

The Company accounts for derivatives and hedging based on ASC No. 815, "Derivatives and Hedging". ASC No. 815 requires the Company to recognize all derivatives at fair value. The accounting for changes in the fair value of a derivative instrument (i.e., gains or losses) depends on whether it has been designated and qualified as part of a hedging relationship and further, on the type of hedging relationship. For those derivative instruments that are designated and qualified as hedging instruments, the Company must designate the hedging instrument, based upon the exposure being hedged, as a fair value hedge, cash flow hedge, or a hedge of a net investment in a foreign operation. If the derivatives meet the definition of a hedge and are so designated, depending on the nature of the hedge, changes in the fair value such derivatives will either be offset against the change in fair value of the hedged assets, liabilities, firm commitments through earnings, or recognized in other comprehensive income until the hedged item is recognized in earnings. The ineffective portion of a derivative's change in fair value is recognized in earnings. As of December 31, 2013 and 2014, the Company had no outstanding hedging instruments. At times, the Company may use derivative instruments to manage exposure to variable interest rate risk. Occasionally, the Company enters into interest rate swaps to manage its exposure to variable interest rate risk and treasury locks to manage the risk of interest rates rising prior to the issuance of debt. The Company generally enters into derivative instruments that qualify as cash flow hedges and it does not enter into derivative instruments for speculative purposes.

l. Revenue recognition:

The Company generates revenues from fixed income real-estate derived from its buildings held through its subsidiaries in Switzerland (Rümlang and Geneva) and Miami FL.

Rental income includes minimum rents which are recognized on an accrual basis over the terms of the related leases on a straight-line basis. Lease revenue recognition commences when the lessee is given possession of the leased space and there are no contingencies offsetting the lessee's obligation to pay rent.

Revenue of maintenance expenses recoveries from the tenants for mainly electricity, heating and water is reported net from the related expenses.

m. Contingencies:

The Company periodically estimates the impact of various conditions, situations and/or circumstances involving uncertain outcomes to its financial condition and operating results.

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

The Company accounts for contingent events as required by ASC 450 *"Contingencies"*. ASC 450 defines a contingency as "an existing condition, situation, or set of circumstances involving uncertainty as to possible gain or loss to an enterprise that will ultimately be resolved when one or more future events occur or fail to occur". Legal proceedings are a form of such contingencies.

In accordance with ASC 450, accruals for exposures or contingencies are being provided when the expected outcome is probable. However, it is possible that future results of operations for any particular quarter or annual period could be materially affected by changes in the Company's assumptions, the actual outcome of such proceedings or as a result of the effectiveness of the Company strategies related to these proceedings.

n. Income taxes:

The Company and its subsidiaries account for income taxes in accordance with ASC Topic 740, *"Income Taxes"* "ASC 740", prescribes the use of the liability method, whereby deferred tax asset and liability account balances are determined based on differences between financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. The Company and its subsidiaries provide a valuation allowance, if necessary, to reduce deferred tax assets to amounts more likely than not to be realized.

ASC 740 clarifies the accounting for uncertainties in income taxes by establishing minimum standards for the recognition and measurement of tax positions taken or expected to be taken in a tax return. Under the requirements of ASC 740, the Company must review all of its tax positions and make a determination as to whether its position is more-likely-than-not to be sustained upon examination by regulatory authorities. If a tax position meets the more-likely–than-not standard, then the related tax benefit is measured based on a cumulative probability analysis of the amount that is more-likely-than-not to be realized upon ultimate settlement or disposition of the underlying issue. The Company policy is to accrue interest and penalties related to unrecognized tax benefits in its financial expenses.

The Company believes that its tax positions are all highly certain of being upheld upon examination. As such, as of December 31, 2014 and 2013 the Company has not recorded a liability for uncertain tax positions.

o. Concentrations of credit risk:

Financial instruments that potentially subject the Company and its subsidiaries to concentrations of credit risk consist principally of cash and cash equivalents, accounts receivables and long-term lease deposits.

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Cash and cash equivalents are invested in U.S. dollar deposits with major banks in Israel, the United States and Switzerland. Cash and cash equivalents in the United States may be in excess of insured limits and are not insured in other jurisdictions. The Company maintains cash and cash equivalents with diverse financial institutions and monitors the amount of credit exposure to each financial institution.

Accounts receivable includes amounts billed to tenants and accrued expense recoveries due from tenants. The Company makes estimates of un-collectability from its accounts receivable using the specific identification method related to base rents, straight-line rent balances, expense reimbursements and other revenues.

The Company also analyzes accounts receivable and historical bad debt levels, tenant credit-worthiness, payment history and current economic trends when evaluating the adequacy of the allowance for doubtful accounts. Accounts receivable are written-off when they are deemed to be uncollectible and the Company is no longer actively pursuing collection. The Company's reported net income is directly affected by the management's estimate of the collectability of accounts receivable.

p. Earnings (loss) per share:

Basic net earnings (losses) per share are computed based on the weighted average number of Ordinary shares outstanding during each year. Diluted net earnings (losses) per share is computed based on the weighted average number of Ordinary shares outstanding during each year, plus dilutive potential Ordinary shares considered outstanding during the year, in accordance with ASC 260, *"Earning Per Share"*.

Option and restricted shares that have been excluded from the calculations of diluted net income per share was 2,035, 3,578 and 5,546 for the years ended December 31, 2012, 2013 and 2014, respectively.

q. Accounting for stock-based compensation:

ASC Topic 718 "*Compensation - Stock Compensation*" "ASC 718", requires companies to estimate the fair value of share-based awards on the date of grant using an option-pricing model.

The Company recognizes these compensation costs net of forfeiture rate and recognizes the compensation costs for only those shares expected to vest on a straight-line basis over the requisite service period of the award, which is generally the option vesting term of four years. ASC 718 requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeitures differ from those estimates.

U.S. dollars in thousands (except share and per share data)

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

The Company estimates the fair value of stock options granted using the Black-Scholes- Merton option pricing model. The option-pricing model requires a number of assumptions, of which the most significant are the expected stock price volatility and the expected option term. Expected volatility is calculated based upon actual historical stock price movements. The expected term of options granted is based upon historical experience and represents the period of time that options granted are expected to be outstanding. The risk free interest rate is based on the yield from U.S. treasury bonds with an equivalent term. The Company has historically not paid dividends and has no foreseeable plans to pay dividends.

The fair value was estimated at the date of grant using the following weighted average assumptions for the Black-Scholes model for the year ended December 31, 2011. During 2013 and 2014 there were no new grants.

	December 31, 2011
Dividend yield	0%
Volatility	67%
Risk free interest	0.9%-1.7%
Expected term (years)	4.75

r. Treasury Shares:

During the past years, the Company repurchased certain Ordinary shares on the open market and holds such shares as treasury shares. The Company presents the cost to repurchase treasury shares as a reduction from the shareholders' equity. From time to time the Company reissues treasury shares under the stock purchase plan, upon exercise of option and upon vesting of restricted stock units.

When treasury stock is reissued, the Company accounts for the re-issuance in accordance with ASC No. 505-30, "Treasury Stock" and charges the excess of the purchase cost, including related stock-based compensation expenses, over the re-issuance price to retained earnings. The purchase cost is calculated based on the specific identification method. In case the purchase cost is lower than the re-issuance price, the Company credits the difference to additional paid-in capital.

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

s. Fair value of financial instruments:

The carrying amounts of the Company's financial instruments, including cash and cash equivalents, other accounts receivable, trade payables, other accounts payable, and accrued liabilities, approximate fair value because of their generally short-term maturities.

ASC 820 clarifies that fair value is an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or a liability. As a basis for considering such assumptions, ASC 820 establishes a three-level value hierarchy, which prioritizes the inputs used in the valuation methodologies in measuring fair value:

Level 1- Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2- Include other inputs that are directly or indirectly observable in the marketplace.

Level 3- Unobservable inputs which are supported by little or no market activity.

The fair value hierarchy also requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

Swap instrument are measured at fair value under ASC 820 on a recurring basis as of December 31, 2013 and 2014.

t. Comprehensive income:

In June 2011, the FASB issued ASU 2011-05 Presentation of Comprehensive Income, codified in ASC 220, "Comprehensive Income". The guidance requires an entity to present the total comprehensive income, the components of net income, and the components of other comprehensive income either in a single continuous statement of comprehensive income or in two separate but consecutive statements. The guidance also eliminates the option to present the components of other comprehensive income as part of the statement of equity. The Company adopted the new guidance commencing January 1, 2012. The Company chose to present the Comprehensive Income in two separate but consecutive statements.

NOTE 2:- SIGNIFICANT ACCOUNTING POLICIES (Cont.)

u. Recent Accounting Pronouncements

1. In April 2014, the FASB issued ASU No. 2014-08, "Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity." ASU No. 2014-08 amends the definition of discontinued operations by limiting discontinued operations reporting to disposals of components of an entity that represent strategic shifts that have (or will have) a major effect on an entity's operations and financial results. The amendments require expanded disclosures for discontinued operations that would provide users of financial statements with more information about the assets, liabilities, revenues, and expenses of discontinued operations and disclosure of the pretax profit or loss of individually significant components of an entity that do not qualify for discontinued operations reporting. ASU No. 2014-08 is to be applied prospectively to all disposals (or classifications as held for sale) of components of an entity and all businesses or nonprofit activities that, on acquisition, are classified as held for sale that occur within fiscal years, and interim periods within those years, beginning after December 15, 2014. The Company elected to early adopt the provisions of ASU No. 2014-08 beginning July 1, 2014. Following the adoption, the gain from sale of 11 residential condominium units was recorded within continuing operation.

2. In May 2014, the FASB issued Accounting Standards Update No. 2014-09 ASU 2014-09 "Revenue from Contracts with Customers." ASU 2014-09 supersedes the revenue recognition requirements in "Revenue Recognition (Topic 605)", and requires entities to recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods or services.

   ASU 2014-09 is effective for annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period. Early adoption is not permitted. The Company is currently in the process of evaluating the impact of the adoption of ASU 2014-09 on its consolidated financial statements.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands (except share and per share data)

NOTE 3:- REAL ESTATE PROPERTY, NET

	Land	Building	Condominium units	Currency translation adjustment	Total
Cost:					
At January 1, 2013	$ 26,486	$ 158,755	$ 9,455	$ 5,347	$ 200,043
Additions	-	94	12,854	5,248	18,196
At December 31, 2013	26,486	158,849	22,309	10,595	218,239
Additions	-	544	549	(19,202)	(17,972)
Disposals	-	-	(3,643)	-	(3,780)
At December 31, 2014	26,486	159,393	19,215	(8,607)	196,487
Accumulated depreciation:					
At January 1, 2013	-	4,815	307	95	5,217
Depreciation charge for the year	-	2,861	231	169	3,261
At December 31, 2013	-	7,676	538	264	8,478
Depreciation charge for the year	-	2,888	472	(477)	2,883
Disposals	-	-	(78)	-	(78)
At December 31, 2014	-	10,564	932	(213)	11,283
Real estate property, net:					
At December 31, 2014	26,486	148,829	18,283	(8,394)	185,204
At December 31, 2013	$ 26,486	$ 151,173	$ 21,771	$ 10,331	$ 209,761

Estimated depreciation expenses by years are as follows:

Year	Estimated amortization expenses
2015	$ 3,066
2016	3,066
2017	3,066
2018	3,066
2019 and thereafter	146,454
	$ 158,718

U.S. dollars in thousands (except share and per share data)

NOTE 4:- OTHER ASSETS, NET

	Above market value of in-place leases	Currency translation adjustment	Total
Cost:			
At January 1, 2013	$ 1,784	$ 98	$ 1,882
Additions	-	48	48
At December 31, 2013	1,784	146	1,930
Additions	-	(193)	(193)
Disposals	(334)	-	(334)
At December 31, 2014	1,450	(47)	1,403
Accumulated depreciation:			
At January 1, 2013	474	16	490
Depreciation charge for the year	278	21	299
At December 31, 2013	752	37	789
Depreciation charge for the year	453	(114)	339
Disposals	(334)	-	(334)
At December 31, 2014	871	(77)	794
Other assets, net:			
At December 31, 2014	$ 579	$ 30	$ 609
At December 31, 2013	$ 1,032	$ 109	$ 1,141

Intangible assets consist of lease contracts with tenants deriving from the purchase of a building complex in Geneva in 2011 (see details in Note 1c).

Estimated amortization expenses by years are as follows:

Year	Estimated amortization expenses
2015	$ 207
2016	207
2017	178
2018	17
	$ 609

U.S. dollars in thousands (except share and per share data)

NOTE 5:- OTHER ACCOUNTS RECEIVABLE AND PREPAID EXPENSES

	December 31,	
	2014	2013
Escrow (1)	$ 1,271	$ -
Prepaid expenses	49	81
Income receivable	7	8
Deposit	39	-
Others	30	49
	$ 1,396	$ 138

(1) Deposit paid into an escrow account as part of the purchase agreement in connection with Retail Portfolio in Germany transaction (see details in Note 1b (6)).

NOTE 6:- INVESTMENTS IN COMPANIES AND ASSOCIATES

a. The Company invested several amounts in Mobixell Networks Inc. ("Mobixell"), a privately held company which was engaged in the design, development and marketing solutions for mobile rich media adaptation, optimization and delivery. The Company held 2.04% of Mobixell's shares on a fully diluted basis. During 2012 the Company's recorded impairments of its entire investment in Mobixell following several financing rounds in which the Company did not participate.

b. On August 16, 2012, the Company acquired through its subsidiary beneficial interests in Two Penn Center Plaza in Philadelphia, Pennsylvania. This investment is accounted for using the equity method of accounting as the Company's indirect beneficial interest in Two Penn Center Plaza is 19.66% and therefore is considered to be more than minor (more than 3 to 5 percent), the equity method was applied. See note 1b (1).

	December 31,	
	2013	2014
Invested in equity	$ 4,025	$ 4,025
Accumulated net loss	(286)	(472)
Total investment	$ 3,739	$ 3,553

c. On December 31, 2012 the Company acquired through its subsidiary Optibase Inc. approximately 4% indirect beneficial interest in a portfolio of shopping centers located in Texas, USA in consideration for $4,000 which accounted for the cost method of accounting. The Company believes that its beneficial interests in Texas portfolio are considered to be so minor that they create virtually no influence over the operating and financial policies of the Real Estate Asset and therefore this investment accounted for cost method of accounting. See note 1b (2).

U.S. dollars in thousands (except share and per share data)

NOTE 7:- OTHER ACCOUNTS PAYABLE AND ACCRUED EXPENSES

	December 31,	
	2014	2013
Employees and payroll accruals	$ 195	$ 207
Accrued expenses	748	1,903
Government (mainly tax provision)	3,580	2,344
Advance rent payments	313	483
Tenant security deposits	98	138
Other	57	56
Total	$ 4,991	$ 5,131

NOTE 8:- LONG TERM LOANS

a. On October 29, 2009, Optibase SARL received a mortgage loan ("the Loan") from a financial institution in Switzerland, in the amount of CHF 18,800 for the purpose of purchasing the real estate property located in Rümlang, Switzerland ("the Property"). The loan bears a variable interest rate based on current money and capital markets in Switzerland plus the bank's customary margins (0.8%). The financial institution may increase the margin at any time if creditworthiness of the borrower or quality of the property is impaired. Principal and interest of the loan are payable quarterly. The mortgage loan may be repaid at any time with a three months prior written notice by the Company. The mortgage loan is governed by the laws of Switzerland and bears other terms and conditions customary for that type of mortgage loans**.** The Company pledged to the bank the property and all accounts and assets of the Company's subsidiary which are deposited with the bank against the loan received. The Company is required to meet certain covenants under this mortgage loan. As of December 31, 2014, the Company met the required covenants.

Maturities of the loan by years are as follows:

Year ended December 31,	
2015 (current maturity)	$ 380
Long-term portion:	
2016	380
2017	380
2018	380
2019	380
Thereafter	15,198
Total	$ 16,718

U.S. dollars in thousands (except share and per share data)

NOTE 8:- LONG TERM LOANS (Cont.)

b. On October 2011, OPCTN and Eldista entered into a CHF 100,000 bank loan refinancing with Credit Suisse for the above mentioned loan. Under the new financing agreement, Credit Suisse provided a new loan to OPCTN and Eldista which replaced the mortgage loan that Credit Suisse provided to Eldista. The loan bears a variable interest rate based on current money and capital markets in Switzerland plus the bank's customary margins, the combined interest margins rate is 0.83%. The loans are repaid at a rate of CHF 2,000 per year and are secured by a first mortgage over the property and by a pledge of Eldista's shares.

Maturities of the loan by years are as follows:

Year ended December 31,	
2015 (current maturity)	$ 2,021
Long-term portion:	
2016	2,021
2017	2,021
2018	2,021
2019	2,021
Thereafter	85,278
	$ 93,362

The Company is required to meet certain covenants under this mortgage loan. As of December 31, 2014, the Company met these covenants.

NOTE 9:- COMMITMENTS AND CONTINGENT LIABILITIES

a. Lease commitments:

The Company and its subsidiaries facilities leased and motor vehicles leased under several operating lease agreements for different periods ending in 2017.

Future minimum lease commitments under non-cancelable operating leases are as follows:

Year ended December 31	
2015	$ 65
2016	12
2017	1
	$ 78

NOTE 9:- COMMITMENTS AND CONTINGENT LIABILITIES (Cont.)

b. Assets pledged as collateral:

As collateral for the Company's loan mortgages, a fixed pledge has been placed on the Company's subsidiaries in Luxemburg shareholders' equity. See details in note 8.

c. Office of the Chief Scientist and European Commission commitments:

Until the sale of the Video Activity the Company participated in programs sponsored by the Israeli Government and by the European Commission for the support of research and development activities.

The Company was obligated to pay royalties to the Office of the Chief Scientist ("OCS"), in the amount of 3%-3.5% of the sales recorded from products and other related revenues generated from such projects, up to 100% of the grants received, linked to the U.S. dollar and for grants received after January 1, 1999 also bearing interest at the rate of LIBOR. The obligation to pay these royalties is contingent on actual sales of the products and in the absence of such sales, no payment is required. The Company is currently undergoing an audit by the OCS for royalties paid before the sale of our Video business. As of December 31, 2014, the Company believes it has sufficient provisions to cover the outcome of such review process. The provision for the above commitments was recorded under liabilities attributed to discontinued operations as the Company has no further obligation to pay royalties on revenues generated by the Video Activity subsequent to its sale.

In addition, during 2010 and 2011 the Company was audited by the European Commission for grants received under 3 FP6 contracts. As results of the audit findings implementation the Company paid during 2012 an amount of $ 430 which settled and closed the financial audit.

d. Legal claim and contingent liabilities:

1. In connection with the sale of Video Activity (as further described in Note 1e) and as part of a dispute arose between Vitec and the Company, since October 2010 Vitec and the Company have filed several separate motions with the Tel-Aviv District Court, seeking, inter alia, fixed and temporary injunctions. The motions filed by both parties have been dismissed by the court and were transferred to arbitration proceedings, which were undergoing during the past three years and until February 27, 2014.

   On July 30, 2013, the final decision of the arbitrator regarding the arbitration proceedings against Vitec (the "Arbitration Award") was submitted to the parties. The arbitrator accepted the majority of the Company's claims whilst most of Vitec's claims were rejected. The Arbitration Award mentions that the Company acted in the ordinary course of business and Vitec's claims regarding injury to reputation, loss of profits and loss of business opportunities were dismissed out of hand.

NOTE 9:- COMMITMENTS AND CONTINGENT LIABILITIES (Cont.)

The arbitrator did award Vitec a total sum of $442. Regarding the costs of the arbitration and lawyers' fees, the Arbitrator awarded Vitec a total sum of $69 considering the fact that only a small portion of the claimed sum was granted to Vitec.

After the Arbitration Award was given, the Company made efforts to execute the Arbitration Award with no further delay, in order to comply with the Arbitrator's decision and to avoid paying unnecessary interests. The Company didn't come to any understating with Vitec. Hence, on September 1, 2013, the Company submitted with the Tel-Aviv District Court a motion requesting the confirmation and validation of the Arbitration Award.

On September 17, 2013, Vitec responded to the Company's motion by submitting a motion of its own, asking the Court to nullify some parts of the Arbitration Award, or alternatively ask the arbitrator to do so, mainly regarding sums received by the Company after the closing of the transaction. Vitec claimed that the Arbitration Award did not include final rulings regarding such sums. Vitec also claimed that the arbitrator made a calculating mistake in favor of the Company, in the amount of $400 which should be paid to Vitec.

On February 27, 2014, the Court gave its final ruling. The Court rejected all of Vitec's claims, dismissed its motion to nullify the Arbitration Award and confirmed and validated the Arbitration Award in it's entirely. The Court also ruled that Vitec will bear the legal expenses of this proceeding including the costs of the translation of the Arbitration Award.

Following the Court's ruling, the Company and Vitec instructed the court's treasury and ADAD Trust company Ltd. to release $200 and $1,000, respectively, deposited as Escrow Funds. On March 20, 2014, the funds were released and a net sum of $715 was transferred to the Company.

2. Personal Claim against Adv. Doron Afik:

As part of the Agreement the Company, Vitec and Adv. Afik as trustee (the "Trustee") entered into the Consortium Escrow Agreement of March 16, 2010 (the "Consortium Agreement"). Under the Consortium Agreement, $ 300 of the consideration were held in escrow $ 100 per each EC Consortium Agreement to be transferred from the Company to Vitec under the Agreement.

Due to the Trustee's refusal to transfer the escrow funds to the Company, the Company filed in June 2011, a statement of claim for damages of approximately $ 268 against the Trustee.

NOTE 9:- COMMITMENTS AND CONTINGENT LIABILITIES (Cont.)

On July 30, 2013, along with the Arbitration Award regarding the arbitration with Vitec, the Arbitrator gave his decision regarding the personal claim against Adv. Afik and Afik Counter Claim. The arbitrator chose to accept most of the Company's claims and rejected most of Adv. Afik's claims. The Arbitrator awarded Adv. Afik the sum of $36 only for damages caused by the lien imposed on Adv. Afik's bank accounts and $10 for legal expenses. Adv. Afik claims regarding libel were utterly rejected. The Company paid these amounts.

Following the Court's ruling regarding the validation of the Arbitration Award, as mentioned above, the parties filed a motion to Court, with consent, to return the securities deposited by the Company during the imposition of the lien. On March 6, 2014 the court rendered its decision and ordered to return these escrow funds to the Company.

3. On October 26, 2014, the Company received a letter on behalf of two purported shareholders (the "Shareholders") demanding the Company to file a derivative claim against its controlling shareholder and directors and officers, according to procedures of the Companies Law and requesting discovery of internal documents. The demand alleges, among other things, breach of fiduciary duties by directors and officers with respect to the approval of the transaction to acquire condominium units in Miami Beach, Florida, (the "Transaction"). The Shareholders are seeking damages which were not specified in the letter allegedly caused to the Company by its controlling shareholder and its directors and officers. In accordance with the Companies Law. The Company presented the Shareholders, at their request, with certain materials in connection with the Transaction for their review. Since then and as of today, the Company did not receive any additional demand from the Shareholders. At this preliminary stage the Company cannot evaluate the probability of success of any legal proceedings against the Company in connection with the demand.

4. On March 1, 2010, the Company’s subsidiary in Luxembourg entered into an Option Agreement, (the "Option Agreement"), with Swiss Pro who introduced the Company the Rümlang property and facilitated the acquisition and financing of the commercial building acquired by the Company in October, 2009 in Rümlang, Switzerland. According to the Option Agreement, the Company's subsidiary granted Swiss Pro an option to purchase twenty percent (20%) of its share capital in consideration of CHF 315 for the option. The exercise price under the Option Agreement is calculated based on twenty percent (20%) of acquisition costs for the Rümlang Property plus interest and an adjustment for proceeds that are distributed to the shareholders. The shares that would be issued to Swiss Pro upon exercise of the option will not have voting rights and would be subject to transfer restrictions in favor of the Company. The option granted under the Option Agreement will expire within eight years from the entrance into the agreement, i.e.: on February 28, 2018.

NOTE 9:- COMMITMENTS AND CONTINGENT LIABILITIES (Cont.)

5. Eldista had a dispute with Swiss Pro Capital ("Swiss Pro"), a company organized under the Switzerland laws, arising from the consultancy agreement entered between the parties and dated May 19, 2011 (the "Consultancy Agreement"). The Consultancy Agreement stated that Swiss Pro would provide services to Eldista in exchange for the payment of a certain consultancy fee (the "Services"). Pursuant to the Consultancy Agreement, Eldista undertook to pay Swiss Pro a bonus in the manner calculated in the Consultancy Agreement.

   Pursuant to the Consultancy Agreement, Eldista had a right at any time following the second anniversary of the Consultancy Agreement, to elect to prepay to Swiss Pro the bonus in full by delivering written notice to Swiss Pro (the "Prepayment Notice") and by paying Swiss Pro the prepayment amount as calculated pursuant to the Consultancy Agreement. On July 14, 2013, Eldista delivered to Swiss Pro a prepayment notice calculating the prepayment amount based on the property appraisal concluding that no prepayment amount was due to Swiss Pro. On July 18, 2013 Swiss Pro delivered a notice to Eldista disputing such determination of the prepayment amount.

   On August 21, 2014 Eldista and Swiss Pro entered into a settlement agreement, according to which Eldista will pay Swiss Pro an agreed prepayment amount of CHF 400 as consulting fees in full settlement of all dispute between the parties and their affiliates regarding the Consultancy Agreement. On August 29, 2014 Eldista paid the agreed payment.

NOTE 10:- FAIR VALUE MEASUREMENTS

a. Recurring Fair Value Measurements

As of December 31, 2014 and December 31, 2013, the Company had an interest rate swap agreements for loan amounts of $ 74,019 and $ 85,660, respectively that are measured at fair value on a recurring basis. As of December 31, 2014 and December 31, 2013, the fair value of the interest rate swaps consisted of a liability of $ 539 and $ 1,628, respectively. The balance as of December 31, 2014 is included in short term liabilities in the Company consolidated balance sheet. The net unrealized income on the Company interest rate swaps was $ 508 for the year ended December 31, 2014 and is included in financial expenses, net in the Company consolidated statements of operation. The fair value of the interest rate swaps is based on the estimated amount the Company would receive or pay to terminate the contract at the reporting date and is determined using interest rate pricing models and observable inputs.

b. Valuation Methods

In accordance with ASC 820, the Company measures its interest rate swap derivative instruments at fair value using the market approach valuation technique. The fair value of interest rate swap derivative instruments is classified within Level 2 value hierarchy, as the valuation inputs are based on quoted prices.

U.S. dollars in thousands (except share and per share data)

NOTE 11:- TAXES ON INCOME

a. Corporate tax rates:

The Israeli corporate tax rate was 25% in 2012, 25% in 2013 and 26.5% in 2014. A company in Israel is taxable on its real (non-inflationary) capital gains at the corporate tax rate of 26.5% in the year of sale.

Taxable income of the Company's subsidiary in Luxemburg, Switzerland and the United States is subject to the following tax rates:

	Year ended December 31,		
	2014	2013	2012
Luxemburg	29%	29%	29%
Switzerland	24%	24%	24%
United States	34%	34%	35%

b. Tax assessments:

The Company has final tax assessments through the tax year 2010.

c. Deferred tax assets and liabilities:

Deferred tax assets and liabilities mainly deriving from the acquisitions of commercial buildings in Switzerland. The deferred taxes are computed at the average tax rate of 24%, based on the corporate income tax in Switzerland, which is the tax rate that will be in effect when the differences are expected to reverse.

	December 31,	
	2014	2013
Deferred tax assets:		
NOLs	$ 29,809	$ 32,891
Lease provision	1,567	1,769
Swap instrument	129	390
Mortgage loan	216	246
Reserves and allowances	92	-
Deferred tax assets	31,813	35,296
Deferred tax liabilities:		
Land	(5,336)	(5,931)
Building	(10,667)	(12,016)
Other assets, net	(146)	(273)
Reserves and allowances	-	(67)
Deferred tax liabilities	(16,149)	(18,287)
Valuation allowance	(29,901)	(32,824)
Deferred tax liabilities, net	$ (14,237)	$ (15,815)

U.S. dollars in thousands (except share and per share data)

NOTE 11:- TAXES ON INCOME (Cont.)

d. Net operating losses carry-forward:

Through December 31, 2014, Optibase Ltd. had net operating losses carry-forward for tax purposes in Israel of approximately $ 68 million which may be carried forward and offset against taxable income in the future, for an indefinite period.

As of December 31, 2014, Optibase Inc. had U.S. federal net operating loss carry-forward of approximately $ 30 million that can be carried forward and offset against taxable income for 20 years, no later than 2033. Utilization of U.S. net operating losses may be subject to the substantial annual limitation due to the "change in ownership" provisions of the Internal Revenue Code of 1986, and similar state provisions. The annual limitation may result in the expiration of net operating losses before utilization. Based upon the weight of available evidence, which includes the Company's historical operating performance and the recorded cumulative net losses in all prior fiscal periods, the Company has provided a full valuation allowance against it Israeli and U.S deferred tax assets.

e. Reconciliation of the theoretical tax expenses to the actual tax expenses:

A reconciliation between the theoretical tax expense, assuming all income is taxed at the statutory tax rate applicable to the income of the Company and the actual tax expense as reported in the statements of operations is as follows:

	Year ended December 31,		
	2014	2013	2012
Income (loss) before taxes as reported	$ 6,947	$ 5,142	$ 5,698
Theoretical tax benefit computed at the statutory rate (25%, 25% and 26.5% for the years 2012, 2013 and 2014, respectively)	$ 1,841	$ 1,286	$ 1,424
Differences in tax rates on income deriving from foreign subsidiaries	14	(170)	(54)
Tax adjustments in respect of currency translation	170	(160)	(305)
Deferred taxes on losses and other temporary differences for which valuation allowance was provided	(769)	223	324
Other non-deductible expenses	246	339	254
Income tax expense	$ 1,502	$ 1,518	$ 1,643

U.S. dollars in thousands (except share and per share data)

NOTE 11:- TAXES ON INCOME (Cont.)

f. Income (loss) before taxes on income consists of the following:

	Year ended December 31,		
	2014	2013	2012
Domestic	$ (1,000)	$ 328	$ (810)
Foreign	7,947	4,814	6,508
	$ 6,947	$ 5,142	$ 5,698

g. Income tax expenses are comprised as follows:

	Year ended December 31,		
	2014	2013	2012
Current	$ 1,489	$ 1,397	$ 1,537
Deferred	13	121	106
	$ 1,502	$ 1,518	$ 1,643
Domestic	$ -	$ -	$ -
Foreign	1,502	1,518	1,643
	$ 1,502	$ 1,518	$ 1,643

h. As of December 31, 2013 and 2014 the Company has no liability for unrecognized income tax benefits, and there was no change in its liability for unrecognized income tax benefits during all years presented.

NOTE 12:- SHAREHOLDERS' EQUITY

a. General:

1. The Ordinary shares of the Company are traded on the NASDAQ Global Market since April 1999.

   Ordinary shares confer on their holders the right to receive notice to participate and vote in general meetings of the Company, the right to a share in excess assets upon liquidation of the Company and the right to receive dividends, if declared.

2. On December 31, 2013 following the approval of the Company board of directors and the approval of the Company shareholders, the Company issued a net sum of 1,300,580 ordinary shares in consideration for the purchase of twelve luxury condominium units in Miami Beach, Florida from a private companies indirectly controlled by Capri, The Company's controlling shareholder (see note 1b (4)).

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

U.S. dollars in thousands (except share and per share data)

NOTE 12:- SHAREHOLDERS' EQUITY (Cont.)

b. Stock options:

In 1999, the Company adopted an Israeli Option Plan ("1999 Israeli option plan"), and a U.S. Option Plan ("1999 U.S. option plan") (collectively "the 1999 plans"). Under the terms of the above option plans, options may be granted to employees, officers, directors and consultants. The options generally become exercisable monthly over a four-year period, commencing one year after date of the grant, subject to the continued employment of the employee. The options generally expire no later than seven years from the date of the grant.

In May 2003 the Company amended its 1999 Plan to provide for the grant of options to Israeli optionees under Section 102 of the Israeli Tax Ordinance.

The exercise price of the options granted under the above mentioned plans may not be less than the nominal value of the shares into which such options are exercised. Any options, which are forfeited or cancelled before expiration, become available for future grants.

The total number of options available for future grants as of December 31, 2014 was 482,722.

A summary of the Company's stock option activity, and related information, is as follows:

	Year ended December 31, 2014		
	Amount	Weighted average exercise price	Weighted average Remaining contractual term (years)
Outstanding at the beginning of the year	124,000	$ 9.61	3.68
Granted	-		
Forfeited	(12,000)	$ 18.6	
Outstanding at the end of the year	112,000	$ 8.65	3.01
Exercisable options at the end of the year	97,585	$ 8.45	2.88
Options vested and expected to vest at end of year	112,000	$ 8.65	3.01

U.S. dollars in thousands (except share and per share data)

NOTE 12:- SHAREHOLDERS' EQUITY (Cont.)

The aggregate intrinsic value represents the total intrinsic value (the difference between the Company's closing stock value as of December 31, 2014 and the exercise price, multiplied by the number of in-the-money options) that would have been received by the option holders had all option holders exercised their options on December 31, 2014. This amount changes based on the fair market value of the Company's stock. As of December 31, 2013 and 2014, the total intrinsic value of outstanding options was $ 0.

As of December 31, 2014, there was $ 53 of total unrecognized compensation cost related to options compensation arrangements granted under the Company's stock option plans. That cost is expected to be recognized over a period of up to four years.

c. Non-vested shares:

In May 2006, the Board of Directors approved the adoption of the 2006 Israeli Incentive Compensation Plan (the "2006 Plan"). The 2006 Plan provides for the grant of options, restricted shares and restricted share units in accordance with various Israeli tax tracks.

The Company currently uses the 2006 Plan for the grant of restricted shares only. The restricted shares are granted at no consideration and with a vesting schedule of two years (50% each year). The restricted shares are granted in accordance with the Israeli capital gains tax track. In November 2013 and in August 2014, the Company’s board of directors approved the increase of 50,000 shares and 150,000 shares under the 2006 Plan.

As of December 31, 2014 the pool consists of 260,000 Shares, where an aggregate sum of 191,690 ordinary shares has been reserved for issuance under the 2006 Plan.

A summary of the status of the entity's non-vested shares as of December 31, 2014, and changes during the year ended December 31, 2014, is presented below:

Nonvested shares	Shares	Weighted average grant date fair value
Non-vested at January 1, 2014	6,000	$ 5.66
Granted	8,000	$ 5.75
Exercised	(4,000)	$ 5.59
Non-vested at December 31, 2014	10,000	$ 5.76

As of December 31, 2014, there was $ 14 of total unrecognized compensation cost related to unvested share-based compensation arrangements granted to employees under the Plan. That cost is expected to be recognized over a period of up to two years.

U.S. dollars in thousands (except share and per share data)

NOTE 12:- SHAREHOLDERS' EQUITY (Cont.)

d. The total equity-based compensation expense related to all of the Company's equity-based awards, recognized for the years ended December 31, 2012, 2013 and 2014, was comprised as follows:

	Year ended December 31,		
	2014	2013	2012
General and administrative	$ 97	$ 118	$ 117

NOTE 13:- SELECTED STATEMENT OF OPERATIONS DATA

Financial income (expenses):

	Year ended December 31,		
	2014	2013	2012
Financial income:			
Interest	$ 3	$ 7	$ 44
Foreign currency translation adjustments	-	-	130
Remeasurement of derivatives	1,025	1,223	811
	1,028	1,230	985
Financial expenses:			
Interest	(2,109)	(2,486)	(2,228)
Foreign currency translation adjustments	(70)	(87)	-
	(2,179)	(2,573)	(2,228)
	$ (1,151)	$ (1,343)	$ (1,243)

U.S. dollars in thousands (except share and per share data)

NOTE 14:- GEOGRAPHIC INFORMATION

Summary information about geographic areas:

The Company manages its business on a basis of one reportable segment (see Note 1 for a brief description of the Company activity). The data is presented in accordance with ASC 280, "Segment Reporting". Revenues in the table below are attributed to geographical areas based on the location of the end customers.

The following presents total revenues for the years ended December 31, 2014, 2013 and 2012 and real estate property as of December, 31, 2014, 2013 and 2012.

	2014		2013		2012	
	Total revenues	Real Estate Property, net	Total revenues	Real Estate Property, net	Total revenues	Real Estate Property, net
Europe	$ 12,830	$ 166,921	$ 12,973	$ 187,990	$ 12,948	$ 185,678
United States	1,108	18,283	738	21,771	728	9,148
	$ 13,938	$ 185,204	$ 13,711	$ 209,761	$ 13,676	$ 194,826

NOTE 15:- MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

a. Controlling shareholders:

To the Company's knowledge there are no arrangements, the operation of which may at a subsequent date result in a change in control of the Company. To the best of The Company's knowledge, the Company's controlling shareholder, the Capri Family Foundation, holds approximately 73% of the Company's ordinary shares.

b. Related party transactions:

1. On October 12, 2012, following the approval of the Company audit committee and board of directors, and the approval of the Company's shareholders during an annual general meeting of our shareholders held on August 16, 2012, the Company wholly-owned subsidiary, Optibase Two Penn, LLC, became a limited partner of Two Penn Philadelphia LP, a Pennsylvania limited partnership, or the Partnership, which acquired an approximately 20% beneficial interest in the owner of a Class A 20-story commercial office building in Philadelphia known as Two Penn Center Plaza, or the Two Penn Property, and entered into the Limited Partnership Agreement of the Partnership or the Two Penn LPA. The general partner of the partnership and certain other limited partners of the Partnership, are persons or entities affiliated with Mr. Shlomo (Tom) Wyler, currently the Chief Executive Officer of our subsidiary, Optibase Inc., formerly the Company's president and member of our board of directors and considered the controlling shareholder of the Company.

NOTE 15:- MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS (Cont.)

2. On July 2013, following the Company audit committee and board of directors approved, in accordance with the Israeli Companies Regulations (Relieves for Transactions with Interested Parties) of 2000, the receipt of guarantees, (the "Guarantees"), from our controlling shareholder or any affiliate thereof, or collectively, (the "Controlling Shareholder"), to financing institutions in connection with the Company subsidiaries' or affiliated companies' real estate and real estate related activities. The purpose of the receipt of the Guarantees is to increase the Company financial resources in order to expand the Company Real Estate Activities. The Guarantees will be provided by the Controlling Shareholder to financing institutions in for a credit or loan to be provided in the event the Company is unable to provide sufficient equity in connection with the Real Estate Activities. The Guarantees will be provided for credit or loan amounts that will not exceed $20,000 per year, effective as of July 18, 2013, and up to $60,000 for a three-year period. The Guarantees will be in effect for the entire duration of the credit agreement or loan facility. The Company will not bear any costs or expenses in connection with the provision of the Guarantees and will not indemnify the Controlling Shareholder in case such Guarantees are exercised. As of December 31, 2014 the Guarantee has not been exercised.

3. On December 19, 2013, and following the approval of the Company's audit committee, compensation committee, board of directors, and the Company's shareholders the Company approved the compensation terms of Mr. Shlomo (Tom) Wyler, for his service as Chief Executive Officer of the Company's subsidiary Optibase Inc. The yearly gross base salary will be $170 as well as reimbursement of health insurance expenses of up to $24 per year, and including reimbursement of reasonable work-related expenses incurred up to $50 per year.

4. On December 19, 2013, and following the approval Of the Company's audit committee, board of directors, and the Company's shareholders approved the a service agreement between the Company and Mr. Reuwen Schwarz, currently serves also as a member of our board of directors, who is a relative of the beneficiaries of Capri, the Company's controlling shareholder, for the provision of real estate related consulting services in consideration for a monthly fee of EURO 4 plus applicable value added tax (if applicable) and reimbursement for expenses incurred up to EURO 12 per year.

5. On December 31, 2013 following the approval of the Company's audit committee, board of directors and the Company's shareholders, the Company, through its subsidiary Optibase Inc., completed the purchase of twelve (12) residential units in Flamingo South Beach One Condominium and the Continuum on South Beach Condominium, both located in Miami Beach, Florida from a private companies indirectly controlled by the Company's controlling shareholder (the "seller") for an aggregate net consideration of $7,153 following the set off of rental income of one unit for a period of three years to the seller, representing the fair value of 1.31 million new ordinary shares of the Company issued to the seller.

NOTE 15:- MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS (Cont.)

6. On October 22, 2014, following the approval by the Company audit committee and board of directors the Company shareholders approved the entrance into a registration rights agreement with Mr. Shlomo (Tom) Wyler and Capri, for the filing of a registration statement in order to register for resale all of our ordinary shares of held by them. As of December 31, 2014 registration has not been implemented yet.

7. On September 17, 2014, following the approval of the Company audit committee and board of directors, the company entered into a transaction to sell the eleven (11) Flamingo Units, to an unrelated third party, in consideration for an aggregate price of approximately $6.4 million. The transaction was conditioned on the purchaser's execution of a purchase and sale agreement to acquire an additional nineteen (19) condominium units located in the Flamingo Condominium from a company affiliated with our controlling shareholder. Therefore, in the interest of caution, the Company treated the transaction as a transaction between a public company and another party, in which the company's controlling shareholder has personal interest.

NOTE 16:- SUBSEQUENT EVENTS

On December 18, 2014 the Company through its subsidiary entered into a Purchase Agreement with an unrelated third party to acquire a retail portfolio of twenty-seven commercial properties in, Germany (the "Transaction Portfolio").

The purchase price to be paid by the Company in order to acquire the Transaction Portfolio is up to EUR 29,750 (approximately $ 36,142 as of December 31, 2014). In addition to the Purchase Price, the Company will incur acquisition costs, including real estate transfer taxes of approximately EUR 2,400 (approximately $ 2,915 as of December 31, 2014). The closing of the transaction is expected to occur on or before May 31, 2015. See details in note 1 b (6).

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

Date: March 31, 2015

OPTIBASE LTD.

By: */s/ Amir Philips*
Name: Amir Philips
Title: Chief Executive Officer

EXHIBIT INDEX

Exhibit Number	Description of Document
1.1	Amended and Restated Memorandum of Association of Optibase Ltd. (incorporated by reference to Exhibit 3.1 to the Registrant's Report on Form 6-K dated February 15, 2002).
1.2	Amended and Restated Articles of Association of Optibase Ltd. (incorporated by reference to Exhibit 1.2 to the Registrant's Annual Report on Form 20-F dated April 30, 2014).
4.1	Form of Letter of Indemnification between Optibase, Inc. and its directors and officers (incorporated by reference to Exhibit 4.9 to the Registrant's Annual Report on Form 20-F for the fiscal year ended December 31, 2002).
4.2	1999 Israel Share Option Plan, as amended (incorporated by reference to exhibits filed with the Registrant's Annual Report on Form 20-F for the fiscal year ended December 31, 1999).
4.3	1999 U.S. Share Option Plan, as amended (incorporated by reference to exhibits filed with the Registrant's Annual Report on Form 20-F for the fiscal year ended December 31, 1999).
4.4	102 Plan (incorporated by reference to exhibits filed with the Registrant's Annual Report on Form 20-F for the fiscal year ended December 31, 1999).
4.5	Employee Stock Purchase Plan (incorporated by reference to exhibits filed with the Registrant's Annual Report on Form 20-F for the fiscal year ended December 31, 1999).
4.6	2003 Amendment to the 1999 Israel Share Option Plan (incorporated by reference to Exhibit 4.(c).9 to the Registrant's Annual Report on Form 20-F for the fiscal year ended December 31, 2003).
4.7	2006 Israeli Incentive Compensation Plan (incorporated by reference to Exhibit 4.1 to the Registrant's Registration Statement on From S-8 (File no. 333-137644)).
4.8	"Flamingo/South Beach I Condominium Purchase Agreement" between Optibase FMC, LLC and Red Headed Amazon, LLC dated November 19, 2013 (incorporated by reference to Exhibit 99.13 to Amendment No. 5 to Schedule 13D filed with the SEC on February 3, 2014 by The Capri Family Foundation).
4.9	"Flamingo/South Beach I Condominium Purchase Agreement" between Optibase FMC, LLC and ISU Properties, L.P. dated November 19, 2013 (incorporated by reference to Exhibit 99.14 to Amendment No. 5 to Schedule 13D filed with the SEC on February 3, 2014 by The Capri Family Foundation).
4.10	"'AS IS' Residential Contract For Sale And Purchase" between Optibase Real Estate Miami, LLC and ISU Properties, L.P. dated November 19, 2013 (incorporated by reference to Exhibit 99.15 to Amendment No. 5 to Schedule 13D filed with the SEC on February 3, 2014 by The Capri Family Foundation).
4.11	Optibase Ltd. Compensation Policy for Executive Officers and Directors (incorporated by reference to Annex D to the Registrant's Report on Form 6-K dated November 13, 2013).
4.12	Service Agreement Between Optibase Ltd. and Mr. Reuwen Schwarz, dated November 1, 2013.
4.13*	"Registration Rights Agreement" between Optibase Ltd., The Capri Family Foundation and Mr. Shlomo (Tom) Wyler, dated September 4, 2014.
4.14*	"Purchase and Transfer Agreement" between Optibase Bavaria GmbH & Co. KG, Lincoln Dreizehnte Deutche Grundstucksgellschaft mbH and Lincoln Land Passau GmbH, dated December 18, 2014 (unofficial English translation).
4.15*	"Purchase and Sale Agreement" between Optibase FMC, LLC and Flamingo South Acquisitions, LLC, dated September 16, 2014.
8.1*	List of the subsidiaries of Optibase Ltd.
11.1	Code of Business Conduct and Ethics (incorporated by reference to Exhibit 11.1 to the Registrant's Annual Report on Form 20-F for the fiscal year ended December 31, 2010).
12.1*	Certification by Chief Executive Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
12.2*	Certification by Chief Financial Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
13.1*	Certification by Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
13.2*	Certification by Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
15.1*	Consent of Kost, Forer Gabbay & Kasierer, a member of Ernst & Young Global.
101*	The following financial information from Optibase Ltd.'s Annual Report on Form 20-F for the year ended December 31, 2014, formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Balance Sheets as of December 31, 2014 and 2013; (ii) Consolidated Statements of Operations for the years ended December 31, 2014, 2013 and 2012; (iii) Consolidated Statements of Comprehensive Income for the years ended December 31, 2014, 2013 and 2012; (iv) Consolidated Statements of Changes in Shareholders' Equity for the years ended December 31, 2014, 2013 and 2012; (v) Consolidated Statements of Cash Flows for the years ended December 31, 2014, 2013 and 2012; and (vi) Notes to Consolidated Financial Statements.

* Filed herewith

Exhibit 4.13

REGISTRATION RIGHTS AGREEMENT

This **REGISTRATION RIGHTS AGREEMENT** (this "**Agreement**") is made as of the 4 day of September, 2014 (the "**Effective Date**") by and among **Optibase Ltd**., an Israeli company (the "**Company**") and the **Shareholders** listed on **Schedule A** hereof (the "**Selling Shareholders**").

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, representations and warranties set forth herein, and intending to be legally bound hereby, the parties agree as follows:

1. Certain Definitions. For purposes of this Agreement.

"**Affiliate**" means, with respect to any specified Person, any other Person who or which, directly or indirectly, controls, is controlled by, or is under common control with such Person, including without limitation any general partner, managing member, executive officer, director, or manager of such Person.

"**Articles**" means the Company's Amended and Restated Articles of Association in effect, as may be amended from time to time.

"**Board of Directors**" means the Board of Directors of the Company.

"**Business Day**" means any day that is not Friday, Saturday, Sunday or any other day on which banks are required or authorized by law to be closed in The City of New York or in the State of Israel.

"**Commission**" or "**SEC**" means the United States Securities and Exchange Commission, or any other federal agency at the time administering the Securities Act and the Exchange Act.

"**Disclosure Package**" means, with respect to any offering of securities, (i) the preliminary prospectus, (ii) each free writing prospectus and (iii) all other information, in each case, that is deemed, under Rule 159 promulgated under the Securities Act, to have been conveyed to purchasers of securities at the time of sale of such securities (including a contract of sale).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended from time to time, or any similar successor federal statute, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

"**FINRA**" means the Financial Industry Regulatory Authority, Inc.

"**Form F-1**" means Form F-1 under the Securities Act as in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the SEC.

"**Form F-3**" means Form F-3 under the Securities Act as in effect on the date hereof or any registration form under the Securities Act subsequently adopted by the SEC that permits incorporation of substantial information by reference to other documents filed by the Company with the SEC.

"**Holder**" means any holder of Registrable Securities who is a party to this Agreement, including by way of assignment.

"**Initiating Holder**" means the Holder (together with any of its Affiliates that are Holders) who properly initiates a registration request under this Agreement.

"**Ordinary Shares**" means the Ordinary Shares, NIS 0.65 par value per share, of the Company.

"**Person**" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

"**register**", "**registered**" and "**registration**" refer to a registration affected by preparing and filing a registration statement or similar document in compliance with the Securities Act, and the declaration or ordering by the SEC of the effectiveness of such registration statement or document or the equivalent under the laws of another jurisdiction.

"**Registrable Securities**" means any and all of the following: (i) all Ordinary Shares held by each of the Selling Shareholders or a permitted assignee in accordance with Section 15 herein or (ii) any Ordinary Shares issued and issuable with respect to any such shares described in clause (i) above by way of a share dividend or share split or in connection with a combination of shares, recapitalization, merger, consolidation or other reorganization; provided, however, that the following shall not be deemed Registrable Securities: (a) any Ordinary Shares sold in a registered sale pursuant to an effective registration statement under the Securities Act or sold pursuant to Rule 144 thereunder or that may be sold (as confirmed by an unqualified opinion by counsel of the Company) without restriction as to volume or otherwise pursuant to Rule 144 under the Securities Act and without the requirement for the Company to be in compliance with the current public information requirements under Rule 144; (b) shares sold in a transaction in which the transferor's rights under this Agreement are not assigned in accordance with the provisions herein; or (c) Ordinary Shares for which registration rights have terminated pursuant to Section 7 of this Agreement.

"**Rule 144**" means Rule 144 promulgated by the SEC under the Securities Act (or any comparable successor rules).

"**Securities Act**" means the Securities Act of 1933, as amended from time to time, or any similar successor federal statute, and the rules and regulations of the Commission promulgated thereunder, all as the same shall be in effect at the time.

2. **Form F-1 Demand Registrations**.

(a) At any time after the Effective Time, a Holder or Holders of at least five percent (5%) of the Registrable Securities then outstanding may request that the Company register under the Securities Act all or any portion of the Registrable Securities held by such Holder, having an anticipated gross aggregate offering price of not less than US$5,000,000. Upon receipt of such request (the "**Demand Notice**"), the Company shall within five (5) days deliver notice of such Demand Notice to all Holders, if any, who shall then have five (5) Business Days from the date they receive notice of such Demand Notice to notify the Company in writing of their desire to be included in such registration. Subject to the provisions of Section 3(b) below, the Company will file a registration statement as promptly as practicable, but not later than ninety (90) days after such Demand Notice, and shall use its reasonable best efforts to cause such registration statement to be declared effective under the Securities Act as promptly as practicable after the filing thereof.

(b) The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Section 2(a), (i) during the period that is sixty (60) days before the Company's good faith estimate of the date of filing of, and ending on a date that is the lesser of (A) one hundred eighty (180) days after the effective date of, a Company Underwritten Offering (as such period may be extended pursuant to FINRA Rule 2711(f) in connection with any such offering) or (B) the length of any lock-up period agreed to by the Company pursuant to any underwriting agreement or placement agent agreement entered into by the Company in such Company Underwritten Offering, provided, however, that the Holders are entitled to request that the Company register all of their Registrable Securities for resale pursuant to Section 5 hereof, subject only to the limitations set forth in Section 5(c); (ii) after the Company has effected two registrations pursuant to this Section 2; or (iii) if the participating Holders propose to dispose of shares of Registrable Securities where 100% of the shares sought to be registered are eligible to be immediately registered on Form F-3 pursuant to a request made pursuant to Section 3.

(c) Notwithstanding the foregoing, if the Company shall furnish to such Holders a certificate signed by the Chief Executive Officer of the Company stating that in the good faith judgment of the Company's Board of Directors a Potential Material Event (as defined below) has occurred (a "**Management Letter**"), the Company's obligation to use its reasonable best efforts to effect such registration under Section 2(a) shall be deferred from the date of receipt of the Management Letter until such Holders receive written notice from the Company that such Potential Material Event either has been disclosed to the public or no longer constitutes a Potential Material Event, such period not to exceed sixty (60) days, and any time periods with respect to filing or effectiveness thereof shall be tolled correspondingly; provided, however, that the Company may not invoke this right, whether pursuant to Section 2 or Section 3, for more than an aggregate of ninety (90) days in any twelve (12) month period. A registration will not count as a requested registration under this Section 2 until the registration statement relating to such registration has been declared effective by the Commission and the shares have been registered for trade.

For purposes of this Agreement, a "**Potential Material Event**" means any of the following: (a) the possession by the Company of material information that the Company has a bona fide business purpose for preserving as confidential, (b) any significant acquisition, corporate reorganization, or other similar transaction involving the Company which would, in the good faith determination of the Board of Directors, be adversely affected by disclosure in a registration statement at such time, or (c) materially detrimental to the Company and its shareholders for such registration statement to be filed and it is therefore essential to defer the filing of such registration statement.

3. **Form F-3 Demand**.

(a) At any time after the Effective Time and provided that the Company shall be eligible to use a Form F-3 registration statement as of the F-3 Filing Deadline, if the Company receives a request from a Holder or Holders of at least five percent (5%) of the Registrable Securities then outstanding that the Company file a Form F-3 registration statement with respect to all or any portion of the outstanding Registrable Securities of such Holders having an anticipated aggregate offering price of at least US$5,000,000, then the Company shall (i) within five (5) days after the date such request is given, deliver notice of the Demand Notice to all Holders other than the Initiating Holders; and (ii) as soon as practicable, and in any event within ninety (90) days after the date such request is given (the "F-3 Filing Deadline") by the Initiating Holders, file such Form F-3 registration statement under the Securities Act covering all Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by such Holder to the Company within five (5) Business Days of the date they received the Demand Notice, and in each case, subject to the limitations of Section 3(b) and Section 3(c).

(b) The Company shall use its reasonable best efforts to cause such registration statement on Form F-3 to be declared effective under the Securities Act as promptly as practicable after the filing thereof, subject to the provisions of Section 3(c) below; provided, however, that the provisions of Section 2(c) shall also apply to this Section 3.

(c) The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to a request of a Holder under this Section 3 (i) more than two (2) times during any twelve (12)-month period (provided that a registration will not count until the registration statement relating to such registration has been declared effective by the Commission and the shares have been registered for trade), (ii) during the period that is thirty (30) days before the Company's good faith estimate of the date of filing of, and ending on a date that is ninety (90) days after the effective date of a Company Underwritten Offering (as such period may be extended pursuant to FINRA Rule 2711(f) in connection with any such offering), provided, however, that the Holders are entitled to request that the Company register all of their Registrable Securities for resale pursuant to Section 5 hereof, subject to the limitations set forth in Section 5(c). The Company will only be permitted to use either the exception referenced in Section 3(c)(ii) or in Section 2(b)(i), but not both, one time in any 12 month period.

4. **Underwriting Requirements**.

(a) If, pursuant to Sections 2 or 3 above, the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to the applicable Section, and the Company shall include such information in the Demand Notice. The underwriter**(s)** shall be selected by the Company and shall be reasonably satisfactory to the Initiating Holders. In such event (and in the event any Holder wants to participate pursuant to Section 5 in a Company registration of Ordinary Shares which the Company intends to distribute by means of an underwriting), the right of any Holder to include such Holder's Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall (together with the Company) enter into an underwriting agreement in customary form with the underwriter(s) selected for such underwriting and perform its obligations under such agreement. Notwithstanding any other provision of this Section 4, if the managing underwriter(s) advise(s) the Company in writing that marketing factors require a limitation on the number of shares to be underwritten, then the amount of Registrable Securities proposed to be registered shall be in the following order of priority: first, the Holders of the Registrable Securities requested to be registered (pro rata to the respective number of Registrable Securities held by such Holders); and second, if remaining, securities which the Company wishes to register for its own account.

(b) For purposes of Sections 2 and 3 above, a registration shall not be counted as "effected" if, as a result of an exercise of the underwriter's cutback provisions in Section **4**(a), fifty percent (50%) or more of the Registrable Securities the Initiating Holder requested to include in such registration statement are not actually included.

5. **Piggyback Registration**.

(a) In addition to the demand registration rights described in Sections 2 and 3 above, each Holder shall have the right to include Registrable Securities as part of any other registration of securities filed by the Company (other than in connection with a transaction contemplated by Rule 145(a) promulgated under the Securities Act or pursuant to Form S-8 or any equivalent form), including if at any time the Company proposes to file (i) a prospectus supplement to an effective shelf registration statement at any time that the Company is eligible to add securities to such registration statement to be offered for the account of persons other than the Company by means of a prospectus supplement, or (ii) a registration statement, including a shelf registration statement for a delayed or continuous offering pursuant to Rule 415 under the Securities Act (a "**Shelf Registration Statement**"), in either case, including for the sale of Ordinary Shares for its own account to an underwriter on a firm commitment basis for reoffering to the public or in a "bought deal" or "registered direct offering" with one or more investment banks (collectively, a "**Company Underwritten Offering**") then as soon as practicable but not less than ten (10) days prior to the filing of (x) any preliminary prospectus supplement relating to such Company Underwritten Offering pursuant to Rule 424(b) under the Securities Act, (y) the prospectus supplement relating to such Company Underwritten Offering pursuant to Rule 424(b) under the Securities Act (if no preliminary prospectus supplement is used) or (z) such other registration statement, as the case may be, the Company shall give notice of such proposed Company Underwritten Offering or other registration statement to the Holders and such notice shall offer the Holders the opportunity to include in such Company Underwritten Offering or other registration statement such number of Registrable Securities (the "**Included Registrable Securities**") as each such Holder may request in writing. Prior to the commencement of any "road show," any Holder shall have the right to withdraw its request for inclusion of its Registrable Securities in any Registration by giving written notice to the Company of its request to withdraw and such withdrawal shall be irrevocable and, after making such withdrawal, such Holder shall no longer have any right to include Registrable Securities in the Company Underwritten Offering as to which such withdrawal was made. The notice required to be provided in this Section 5(a) to Holders shall be provided on a Business Day and receipt of such notice shall be confirmed by such Holder. Each such Holder shall then have ten (10) days after receiving such notice to request inclusion of Registrable Securities in the Company Underwritten Offering or other registration statement, except that such Holder shall have one (1) Business Day after such Holder confirms receipt of the notice to request inclusion of Registrable Securities in a Company Underwritten Offering in the case of a "bought deal", "registered direct offering" or "overnight transaction," in each case only where no preliminary prospectus is used. If no request for inclusion from a Holder is received within the applicable specified time, such Holder shall have no further right to participate in such Company Underwritten Offering.

(b) Unless the Company qualifies as a well-known seasoned issuer (within the meaning of Rule 405 under the Securities Act) (a "**WKSI**"), in the event that the Company is eligible to omit the names of selling security holders and the amount of securities to be registered on their behalf in a prospectus filed as part of a Shelf Registration Statement pursuant to Rule 430B(b) of the Securities Act (i) the Company shall give each Holder twenty (20) days' notice prior to filing a Shelf Registration Statement and, upon the written request of any Holder, received within fifteen (15) days of such notice, the Company shall include in such Shelf Registration Statement a number of Ordinary Shares equal to the number of Registrable Securities requested to be included without naming the Holder as a selling shareholder (unless the Holder directs otherwise) and including only a generic description of the holder of such securities ("**Undesignated Registrable Securities**"), (ii) the Company shall not be required to give notice to any Holder in connection with a filing pursuant to Section 5(a)(i) unless such Holder provided such notice to the Company pursuant to this Section 5(b) and included Undesignated Registrable Securities in the Shelf Registration Statement related to such filing, and (iii) at the request of a Holder given more than thirty (30) days before the Company's good faith estimate of a Company Underwritten Offering (or such shorter period to which the Company in its sole discretion consents), the Company shall file a post-effective amendment or, if available, a prospectus supplement to a Company Shelf Registration Statement to include such Undesignated Registrable Securities as any Holder may request, provided (x) that the Company is actively employing in reasonable best efforts to effect such Company Underwritten Offering, and (y) the Company shall not be required to effect a post-effective amendment more than twice in any 12-month period.

(c) In connection with any Company Underwritten Offering conducted pursuant to this Section 5, if the Company is advised in writing (a copy of which shall be provided to each Holder) by any managing underwriter of the Company's securities being offered in such Company Underwritten Offering that marketing factors require a limitation on the number of shares to be sold by Persons other than the Company (collectively, the "**Selling Shareholders**") is greater than the amount which can be offered without adversely affecting the offering, the Company may reduce the amount offered for the accounts of Selling Shareholders (including Selling Shareholders holding Registrable Securities) to a number (if any) deemed satisfactory by such managing underwriter with shares being excluded in the following sequence: (i) first, all the Registrable Securities, and (ii) second, all shares sought to be registered by the Company for its own account; provided, however, that (A) the Company shall not exclude any Registrable Securities unless the Company has first excluded all outstanding securities, the holders of which are not contractually entitled to inclusion of such securities in such registration statement or are not contractually entitled to pro rata inclusion with the Registrable Securities and (B) after giving effect to the immediately preceding proviso, any such exclusion of Registrable Securities shall be made pro rata among the Holders seeking to include Registrable Securities and the holders of other securities having the contractual right to inclusion of their securities in such registration statement in proportion to the number of Registrable Securities or other securities, as applicable, sought to be included by each such Holder or other holder. The Company agrees not to grant any priority to any other person to have their securities registered prior the securities of any Holder pursuant to this agreement.

(d) The Company shall have the right to terminate or withdraw any registration or Company Underwritten Offering initiated by it under this Section 5 prior to the effectiveness of such registration whether or not the Holders have elected to include shares in such registration.

6. **Registration Procedures**. If and whenever the Company is required by the provisions of this Agreement to effect the registration of any of the Holders under the Securities Act, the Company will, as expeditiously as possible:

(a) prepare and file with the Commission a registration statement on the appropriate form under the Securities Act with respect to such securities, which form shall comply as to form with the requirements of the applicable form and include all financial statements required by the Commission to be filed therewith, and use its reasonable best efforts to cause such registration statement to become effective and, in the case of a registration pursuant to Section 2 or 3, keep such registration statement effective until all of the Registrable Securities may be sold (as confirmed by an unqualified opinion by counsel of the Company) without restriction as to volume or otherwise pursuant to Rule 144 under the Securities Act and without the requirement for the Company to be in compliance with the current public information requirements under Rule 144, or, if earlier, until the distribution contemplated in the registration statement has been completed;

(b) prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to comply with the provisions of the Securities Act with respect to the sale or other disposition of all securities covered by such registration statement;

(c) furnish to each selling Holder whose Registrable Shares are being registered such number of copies of such registration statement, any amendments thereto, any documents incorporated by reference therein, the prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as such selling Holder may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such selling Holder and covered by the registration;

(d) use its reasonable best efforts to register or qualify the securities covered by such registration statement under the securities or state "blue sky" laws of such jurisdictions as each selling Holder may reasonably request; provided that the Company shall not be required to register or qualify the securities in any such states or jurisdictions which require it to qualify to do business, subject itself to taxation or consent to general service of process therein;

(e) within a reasonable time before each filing of the registration statement or prospectus or amendments or supplements thereto with the Commission, upon request of the Holders furnish to counsel selected by the Holders copies of such documents proposed to be filed;

(f) make available to each selling Holder, any managing underwriter participating in any disposition pursuant to a registration statement, and any attorney, accountant or other agent or representative retained by the selling Holders or underwriter (collectively, the "**Inspectors**"), all financial and other records, pertinent corporate documents and properties of the Company (collectively, the "**Records**"), as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such Inspector in connection with such registration statement, in each case, as necessary or advisable to verify the accuracy of the information in such registration statement and to conduct appropriate due diligence in connection therewith, subject, in each case, to such confidentiality agreements as the Company shall reasonably request;

(g) cause the securities covered by such registration statement to be listed on the securities exchange or quoted on the quotation system on which the similar securities issued by the Company are then listed or quoted (or, if the Ordinary Shares are not yet listed or quoted, then on such exchange or quotation system as the selling Holders and the Company shall determine);

(h) appoint a transfer agent and registrar for all Registrable Securities covered by a registration statement not later than the effective date of such registration statement;

(i) notify each selling Holder, promptly after the Company receives notice thereof, of the time when such registration statement has been declared effective or a supplement to any prospectus forming a part of such registration statement has been filed; and

(j) after such registration statement becomes effective, notify each selling Holder of any request by the SEC that the Company amend or supplement such registration statement or prospectus.

7. **Termination of Registration Rights**. The right of any Holder to request registration or inclusion of Registrable Securities in any registration pursuant to Sections 2, 3, 4 or 5 shall terminate upon the earlier of (a) seven (7) years following the date hereof or (b) when all of such Holder's Registrable Securities can be sold without restriction pursuant to Rule 144 under the Securities Act and without the requirement for the Company to be in compliance with the current public information requirements under Rule 144 as confirmed by an unqualified opinion by counsel of the Company (the "**Termination Date**").

8. **Lock-Up Agreements**. In the event of a Company underwritten offering, the Company and each Holder hereby agree that if requested by the managing underwriter(s), the Company and such Holder will enter into a customary "lock-up agreement" with the managing underwriter(s) pursuant to which the Company and such Holder will agree not to sell or transfer any securities or any interest in securities of the Company during a period of up to ninety (90) days following the date of the final prospectus related to any offering conducted pursuant to Section 5 hereof, subject to extension in connection with any earnings release or other release of material information pursuant to FINRA Rule 2711(f) to the extent applicable. Notwithstanding the foregoing, the restrictions in this Section 8 shall not be applicable to the Holders unless each and every officer, director and shareholder individually owning more than five percent (5%) of the Company's outstanding Ordinary Shares is subject to the same restrictions.

9. **Confidentiality**. Each Holder agrees that any information obtained pursuant to (x) the provisions of this Agreement or (y) any Management Letter issued to the Holder, if applicable, will be held in strict confidence, will not be disclosed or exposed to any person or entity without the prior written consent of the Company and will not be used for any purpose, other than with respect to exercise of such Holder's rights as a shareholder in the Company; unless such confidential information (a) is known or becomes known to the public in general, (b) is or has been independently developed or conceived by such Holder without use of the Company's confidential information, or (c) is or has been made known or disclosed to such Holder by a third party without a breach of any obligation of confidentiality such third party may have to the Company and without any restrictions as to its disclosure; provided, however, that such Holder may disclose confidential information (i) to its attorneys, accountants, consultants, principals and officers and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company, if such persons are bound by confidentially provisions; (ii) to any partner, member, or shareholder of such Holder in the framework of reports to such partner, member, or shareholder in the ordinary course of business, provided that such Holder informs such Person that such information is confidential and directs such Person to maintain the confidentiality of such information and such Holder is responsible for any breach of the provisions of this paragraph; or (iii) as may otherwise be required by law, provided that such Holder promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

10. **Expenses**. All expenses incurred in effecting a registration provided for in Sections 2, 3, 4 and 5, including, without limitation, all registration and filing fees, printing expenses, reasonable fees and disbursements of counsel for the Company and for one U.S. counsel and one Israeli counsel (together, the "**Selling Special Counsel**") for the Holders participating in such registration as a group (selected by a majority in interest of the Holders participating in the registration), underwriting expenses (other than share transfer taxes, selling Holder underwriting discounts or commissions), road show expenses, expenses of any audits incident to or required by any such registration (all of such expenses referred to collectively, as the "**Registration Expenses**"), shall be paid by the Company. All underwriting discounts, selling commissions, and stock transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for any Holder (except for the Selling Special Counsel) relating to Registrable Securities registered pursuant to this Agreement shall be borne and paid by the Holders, pro rata on the basis of the number of Registrable Securities registered on their behalf. Following the effectiveness of any registration statement that registers Registrable Securities, the Company shall be responsible for any expenses related to the removal of any restrictive legends from any certificates representing such Registrable Securities, including transfer agent fees and the cost of any legal opinions that may be required by the Company's transfer agent.

11. **Furnish Information**. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Agreement with respect to the Registrable Securities of any selling Holder that such Holder shall provide to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as is reasonably required to effect the registration of such Holder's Registrable Securities within five (5) Business Days' of the Company requesting any such information.

12. **Indemnification**.

(a) Incident to any registration statement referred to in this Agreement, and subject to applicable law, the Company shall indemnify and hold harmless each Holder that includes Registrable Securities in a registration statement hereunder and the shareholders, partners, directors, officers, employees, Affiliates, agents, and legal counsels and accountants for each such Holder, and each person who controls such Holder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act (a "**Controlling Person**"), from and against any and all losses, claims, expenses, damages or liabilities, joint or several (including any investigation, legal and other expenses incurred in connection with, and any amount paid in settlement of, any action, suit or proceeding or any claim asserted), as the same are incurred to which they, or any of them, may become subject under the Securities Act, the Exchange Act, other federal or state statutory law or regulation, at common law, or otherwise, insofar as such losses, claims, expenses, damages or liabilities (or action in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained, on the effective date thereof, in any registration statement under which such securities were registered under the Securities Act, or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of any material fact contained in any preliminary prospectus or final prospectus, or any amendment or supplement thereto, or any free writing prospectus or the Disclosure Package, or the omission or alleged omission to state therein any material fact necessary to make the statements made therein, in light of the circumstances under which the statements therein were made, not misleading, or (iii) any violation or alleged violation by the indemnifying party (or any of its agents or Affiliates) of the Securities Act, any state securities or "blue sky" laws or any rule or regulation thereunder in connection with such registration. The Company shall not be liable to any indemnified party, however, in any such case, to the extent that any such liability arises out of or is based upon (i) any untrue statement or alleged untrue statement or omission or alleged omission made in such registration statement, preliminary or final prospectus, or amendment or supplement thereto in reliance upon and in conformity with information furnished in writing to the Company by an indemnified party specifically for use therein or (ii) the use by a Holder of an outdated, defective or otherwise unavailable prospectus after the Company has notified such Holder in writing that the prospectus is outdated, defective or otherwise unavailable for use by such Holder.

(b) Subject to applicable law, each Holder that includes Registrable Securities in a registration statement hereunder shall, severally and not jointly, indemnify and hold harmless the Company (including its directors and officers, employees, Affiliates and agents), legal counsel and accountants of the Company, any other selling Holder included in such registration, and each person who controls the Company or such other Holder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages, expenses and liabilities, joint or several, to which they, or any of them, may become subject under the Securities Act, the Exchange Act or other federal or state statutory law or regulation, at common law, or otherwise, insofar as such losses, claims, damages, expenses or liabilities (or actions in respect thereof) arises out of or is based upon (1) (i) any untrue statement or alleged untrue statement of any material fact contained, on the effective date thereof, in any registration statement under which such securities were registered under the Securities Act (including any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereto, or any free writing prospectus or the Disclosure Package), (ii) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in the case of both (i) and (ii) to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in such registration statement, preliminary or final prospectus, amendment or supplement thereto, or any free writing prospectus or the Disclosure Package, in reliance upon and in conformity with information furnished in writing to the Company by such selling Holder specifically for use therein or (2) or the use by a Holder of an outdated, defective or otherwise unavailable prospectus after the Company has notified such Holder in writing that the prospectus is outdated, defective or otherwise unavailable for use by such Holder. In no event, however, shall the liability of any selling Holder for indemnification under this Section 12 in its capacity as a seller of Registrable Securities exceed the amount equal to the gross proceeds (net of underwriting discounts and commissions) to such selling Holder of the securities sold in any such registration, except in the case of fraud or willful misconduct by such selling Holder.

(c) Promptly after receipt by an indemnified party under this Section 12 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 12, notify the indemnifying party in writing of the commencement thereof; but the failure to so notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent such action and such failure results in material prejudice to the indemnifying party and forfeiture by the indemnifying party of substantial rights and defenses; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, except as provided in the next sentence, after notice from the indemnifying party to such indemnified party of its election to so assume the defense thereof, the indemnifying party shall not be liable to such indemnified party for any legal expenses of other counsel or any other expenses subsequently incurred by such indemnified party in connection with the defense thereof. Notwithstanding the indemnifying party's rights in the prior sentence, the indemnified party shall have the right to employ its own counsel (and one local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. No indemnifying party shall, in connection with any one action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general circumstances or allegations, be liable for the fees and expenses of more than one separate firm of attorneys (in addition to any local counsel) for all indemnified parties. An indemnifying party shall not be liable under this Section 12 to any indemnified party regarding any settlement or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent is consented to by such indemnifying party, which consent may not be unreasonably withheld. No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement or compromise unless such settlement or compromise (i) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding and (ii) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) If the indemnification provided for in this Section 12 for any reason is held by a court of competent jurisdiction to be unavailable to an indemnified party in respect of any losses, claims, damages, expenses or liabilities referred to therein, then each indemnifying party under this Section 12, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, expenses or liabilities in such proportion as is appropriate to reflect the relative fault of the Company and the selling Holders in connection with the statements or omissions which resulted in such losses, claims, damages, expenses or liabilities, as well as any other relevant equitable considerations. The relative fault of the Company and the selling Holders shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the selling Holders and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) The Company and the selling Holders agree that it would not be just and equitable if contribution pursuant to this Section 12 were determined by pro rata or per capita allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. In no event, however, shall a selling Holder be required to contribute any amount under this Section 12(e) in excess of the gross proceeds (net of underwriting discounts and commissions) received by such selling Holder from its sale of Registrable Securities under such registration statement, except in the case of fraud or willful misconduct by such selling Holder. No Person found guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not found guilty of such fraudulent misrepresentation.

(f) The indemnification and contribution provided for in this Section 12 will remain in full force and effect regardless of any investigation made by or on behalf of the indemnified parties or any officer, director, employee, agent or controlling person of the indemnified parties and shall also survive the completion of any offering of Registrable Securities in a registration under this Agreement, and otherwise shall survive the termination of this Agreement.

13. **Compliance with Rule 144**. The Company shall use its reasonable best efforts to file with the Commission such information as is required under the Exchange Act for so long as there are Holders and at all times, the Company shall use its reasonable best efforts to take all action as may be required as a condition to the availability of Rule 144 under the Securities Act. The Company shall furnish to any Holder upon request a written statement executed by the Company as to the steps it has taken to comply with the current public information requirement of Rule 144 (or such comparable successor rules).

14. **Amendments**. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Company and of each Holder of at least five percent (5%) of the Registrable Securities then outstanding. The Company shall give prompt notice of any amendment or termination hereof or waiver hereunder to any party hereto that did not consent in writing to such amendment, termination, or waiver. Any amendment, termination, or waiver effected in accordance with this Section 14 shall be binding on all parties hereto, regardless of whether any such party has consented thereto. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

15. **Transferability of Registration Rights**. The registration rights (with all related obligations) contained in this Agreement shall bind and inure to the benefit of the successors and assignees or transferees of the parties hereto, provided, however, that registration rights conferred herein on the Holders hereunder shall only inure to the benefit of an assignee or transferee of Registrable Securities if (i) duly transferred in accordance with the Company's Articles, (ii) immediately after such assignment or other transfer, such transferee, together with its Affiliates, will hold Registrable Securities representing at least ten percent (10%) of the Company's outstanding Ordinary Shares, and (iii) each subsequent Holder agrees in writing to be bound by the terms and conditions of this Agreement, in the form of assignment attached hereto as Exhibit A, in order to acquire the rights granted pursuant hereto.

16. **Condition Precedent**. As of the Effective Date hereof, the Board of Directors and the Audit Committee of the Company has approved the entrance by the Company into the Agreement, however, the closing of the Agreement is conditioned upon the approval of the Agreement by a special majority of the shareholders of the Company within fifty (50) days after the Effective Date hereof (the "**Shareholder's Approval**"). The Company hereby agrees to promptly notify the Selling Shareholders of the Shareholder's Approval in writing. In the event the Company does not notify the Selling Shareholders of the Shareholder's Approval within fifty (50) days after the Effective Date hereof, then this Agreement shall be deemed terminated and of no further force and/or effect and Company and Selling Shareholders shall be released of all further obligations under this Agreement, except for those obligations specifically stated to survive termination of this Agreement.

17. **Miscellaneous**.

(a) Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b), if sent by electronic mail or facsimile (with electronic confirmation of receipt) on the recipient's next Business Day, (c) five (5) Business Days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) two (2) Business Days after deposit with a nationally recognized overnight courier, freight prepaid, specifying next Business Day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth in the signature page, or to such e-mail address, facsimile number or address as subsequently modified by written notice given in accordance with this Section 17.

(b) Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement shall be resolved exclusively in the competent court for Tel Aviv-Jaffa district, and each of the parties hereby irrevocably submits to the exclusive jurisdiction of such court.

(c) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall deemed an original, but all of which together shall constitute one and the same instrument.

(d) Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and this Agreement shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein.

(e) Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matters hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof.

(f) Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

(g) Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power, or remedy of such non-breaching or non-defaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

COMPANY

OPTIBASE LTD.

By: *<u>/s/ Amir Philips</u>*
Name: Amir Philips
Title: Chief Executive Officer

Address:

10 Hasadnaot Street
Herzliya 4672837, Israel
Phone: +972-73-7073700
Fax: +972-73-7073701
Attention: Amir Philips, CEO
E-mail: amirp@optibase-holdings.com

SELLING SHAREHOLDERS

THE CAPRI FAMILY FOUNDATION

By: *<u>/s/ Daniel Ernesto Tribaldos</u>*
<u>/s/ Raul Castro</u>
Name: Daniel Ernesto Tribaldos
Raul Castro
Title: Authorized Signatories

Address:

53rd E Street, Urbanizacion Marbella MMG Tower, 16th Floor
Panama, Republic of Panama
Tel: _____
Fax: _____
Attention: _____
E-mail: _____

SHLOMO (TOM) WYLER

<u>/s/ Shlomo (Tom) Wyler</u>

Address:

8 Herzel Rosenblum St.
Tel Aviv
Israel
Tel: _____
Fax: _____
Attention: _____
E-mail: _____

[Signature Page to Registration Rights Agreement]

Schedule A

Selling Shareholders

(a) The Capri Family Foundation, 53rd E Street, Urbanizacion Marbella, MMG Tower, 16th Floor, Panama, Republic of Panama;

(b) Mr. Shlomo (Tom) Wyler, 8 Herzel Rosenblum St. Tel Aviv, Israel.

Exhibit A

Form of Assignment

ASSIGNMENT OF REGISTRATION RIGHTS AGREEMENT

This ASSIGNMENT OF REGISTRATION RIGHTS AGREEMENT (this "Assignment") is entered into effective as of _____ by and between _____ ("Assignor") and _____ ("Assignee").

For and in consideration of the mutual covenants, agreements, and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Assignor hereby donates, assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to that certain Registration Rights Agreement between Optibase Ltd. (the "Company") and the Assignor, dated as of September 4, 2014 (the "Registration Rights Agreement"), with respect to _____ Ordinary Shares of the Company that are concurrently being transferred by Assignor to Assignee (the "Transferred Ordinary Shares"), together with all amendments, extensions, renewals and other modifications thereto, to have and to hold the same unto Assignee, its successors and assigns.

Assignee accepts said assignment and assumes all liabilities and obligations of Assignor under the Registration Rights Agreement with respect to the Transferred Ordinary Shares.

ASSIGNEE

_____ Date: _____

ASSIGNOR

_____ Date: _____

Exhibit 4.14

This Agreement is an unofficial translation of the original Purchase and Transfer Agreement in German.

No. 785 of Deed Register for 2014

NEGOTIATED

in Darmstadt on 18 December 2014

Before the undersigning Notary
in the district of the Higher Regional Court **Frankfurt am Main**

Horst Aschoff

with registered office in
Darmstadt

the following persons appeared today:

1. Mr. Henning Heinemann, born on 31 October 1978,
business address: Bockenheimer Landstraße 98-100,
Frankfurt am Main 60323,
identity verified by German identification card

The first-named party declares that it is acting not on its own behalf in the following, but as managing director with sole power of representation and released from the limitations of Art. 181 of the German Civil Code (BGB) for:

1.1 Lincoln Dreizehnte Deutsche Grundstücksgesellschaft mbH, entered in the Trade Register of the Frankfurt am Main Local Court under HRB no. 77544

The Party in accordance with this Clause 1.1 shall be referred to in the following as **"Seller 1".**

1.2 Lincoln Land Passau GmbH, entered in the Trade Register of the Passau Local Court under HRB no. 7170,

The Party in accordance with this Clause 1.2 shall be referred to in the following as **"Seller 2".**

The representative acting on behalf of the parties in accordance with this Clause 1.1 and 1.2

On account of the inspection of the Electronic Trade Register (Internet Trade Register Report) of the Frankfurt am Main Local Court, I hereby certify that under HRB 77544 the limited liability company named in Clause 1.1 is entered under the name of Lincoln Dreizehnte Deutsche Grundstücksgesellschaft mbH with registered offices in Frankfurt am Main and Mr. Henning Heinemann, previously mentioned, is the managing director with sole power of representation and is released from the limitations of Section 181 of the German Civil Code (BGB).

On account of the inspection of the Electronic Trade Register (Internet Trade Register Report) of the Passau Local Court, I hereby certify that under HRB 7170 the limited liability company named in Clause 1.2 is entered under the name of Lincoln Land Passau GmbH with registered offices in Passau, and Mr. Henning Heinemann, previously mentioned, is the managing director with sole power of representation and is released from the limitations of Section 181 of the German Civil Code (BGB).

Seller 1 and Seller 2 are referred to individually and jointly as the **"Sellers"** in the following.

2. Mr. Ramin Rabeian,
born on 7 November 1983,
business address: McCafferty Asset Management GmbH
Maximilianstraße 47,

80538 Munich, identity verified by German passport
The second-named Party declares in the following that it shall not be acting on its own behalf, but rather as a properly authorised representative for:

Blitz 14-610 GmbH (in the future doing business under the name of Optibase Bavaria Holding GmbH), entered in the trade register of the Munich Local Court under HRB number 215136,

acting in turn in its capacity as sole general partner of

Blitz 14-610 GmbH & Co. KG (in the future doing business under the name of Optibase Bavaria GmbH & Co. KG), entered in the trade register of the Munich Local Court under number HRA 102469,

The representative acting for the Party pursuant to Clause 2 shall provide an original power of attorney deed that is suitable for the Land Register. A certified copy of the power of attorney deed shall be appended to this Agreement.

The Party in accordance with this Clause 2 shall be referred to in the following as the **"Buyer"**.

In addition, the Seller and the Buyer are also the **"Parties"** or, individually, a **"Party".**

3. Attorney Marc Bone, born on 19 September 1972,
business address: Ashurst LLP, Opernturm,
Bockenheimer Landstrasse 2-4,
60306 Frankfurt am Main, identity verified by German identification card

The third-named Party declares in the following that it shall not be acting on its own behalf, but rather, under the exclusion of any personal liability, as an authorised representative for:

Lincoln Euro Property Holdings B.V., entered in the Kamer van Koophandel under number 13024278

The Party in accordance with this Clause 3 shall be referred to in the following as **"Shareholder 1"**.

4. Attorney Marc Bone, born on 19 September 1972,
business address: Ashurst LLP, Opernturm,
Bockenheimer Landstrasse 2-4,
60306 Frankfurt am Main, identity verified by German identification card

The fourth-named Party declares in the following that it shall not be acting on its own behalf, but rather, under the exclusion of any personal liability, as an authorised representative for:

Lincoln Land Sechste B.V., entered in the Kamer van Koophanel under number 34262873

The Party in accordance with this Clause 4 shall be referred to in the following as **"Shareholder 2".**

The Parties and Shareholder 1 and Shareholder 2 shall waive their claims and rights with respect to the authorised representatives, which result from any defects in the authorisation.

After the Notary's explanation of the content of a prior involvement (Vorbefassung) in terms of Section 3 (1) Clause 7 of the German Certification Act (BeurkG), the persons appearing and the Notary himself rejected it.

The Party(ies) declared, upon request for certification, the following

PURCHASE AND TRANSFER AGREEMENT
WITH CONVEYANCE

PREAMBLE

(A) The Sellers, as listed in the following Clause 2, are owners, co-owners or holders of leasehold estates for the property specified in Clause 2.

(B) Seller 1 became owner of the property pursuant to Clause 2 on account of a merging of the assets of Lincoln Leasing B.V. & Co. KG and Lincoln Bayern Märkte B.V. & Co. KG. Proof of the effective merger can be found in the **Appendix 1 to the Purchase Deed.** Seller 1 has not yet been entered as owner in the Land Register. The Land Register Correction Applications required for this shall be provided in the course of this Property Purchase Agreement.

(C) In preparation for this Agreement, a Purchase Deed was drafted on 17 December 2014, to which the arrangements and documents with regard to this Agreement and the Individual Objects of Purchase have been appended (Deed No. 784/2014 of the certifying Notary). Reference is hereby made to this Deed, and its content has been made the object of the agreement in this Deed. It was presented in original for today's certification. The Parties declare that the content of the Purchase Deed is known to them and that they waive their right to have it read and appended to today's Deed. The Notary has instructed the appearing Parties on the importance of reference in accordance with Section 13a of the German Certification Act (BeurkG). The Parties hereby approve all the explanations made in the Purchase Deed. The appendices to this Deed, as mentioned below, involve the appendices to the Purchase Deed, unless expressly noted otherwise. A copy of the list of appendices to the Purchase Deed has been appended to this document for informational purposes as **Appendix 1**. If and to the extent that reference is made to appendices or other documents in the appendices of the Purchase Deed and these referenced appendices or other documents are not found in the Purchase Deed, the Parties are in agreement that these appendices shall not be part of the Agreement unless they are publicly available documents that do not require any notary certification to become a part of the Agreement (such as laws, directives, regulations, DIN requirements).

(D) The Notary has inspected the Land Register for the property according to Clause 2.

(E) Shareholder 1 is the sole shareholder of Seller 1 and agrees to the sale in accordance with the shareholders' resolution contained in Clause 19.3. Shareholder 1 and Shareholder 2 are the sole shareholders of Seller 2 and agree to the sale in accordance with the shareholders' resolution contained in Clause 19.3. Beyond this, Shareholder 1 and Shareholder 2 are not Party to this Agreement.

(F) The Parties know that Blitz 14-187 GmbH (in future: Optibase Bavaria Holding GmbH) joined the buyer company as a new general partner on 8 December 2014. The company Blitzstart Komplementär GmbH, still currently entered in the trade register as a general partner, shall depart upon completion of the entry of Blitz 14-187 GmbH as personally liable shareholder of Blitz 14-610 GmbH & Co. KG (in future: Optibase Bavaria GmbH & Co. KG).

Blitzstart Holding AG is still entered at the present day as the limited partner of Blitz 14-610 GmbH & Co. KG, with a total liability of EUR 500.00, in the trade register of Blitz 14-610 GmbH & Co. KG. On 8 December 2014, Blitzstart Holding AG transferred the limited partner share of EUR 500.00 (with unchanged total liability) by way of individual legal succession (special right succession) to Optibase Real Estate Europe S.a.r.l., a company with limited liability according to the law in the Grand Duchy of Luxembourg, entered in the Luxembourg trade and company register (Registre de Commerce et des Societes) under number B 148777.

The inclusion of Blitz 14-187 GmbH and the departure of Blitzstart Komplementär GmbH as well as the transfer of the limited partner share in the amount of EUR 500.00 by means of individual legal succession (special right succession) from the Blitzstart Holding AG to Optibase Real Estate Europe S.a.r.l. was filed with the Munich Trade Register in accordance with **Appendix 3 to this Purchase Deed**, but has not yet been entered in the trade register under Blitz 14-610 GmbH & Co. KG – the entry in the trade register is solely declaratory.

The Sellers hereby confirm that they explicitly know of the inclusion of Blitz 14-187 GmbH and the departure of Blitzstart Komplementär GmbH as well as the transfer of the limited partner share in the amount of EUR 500.00 by way of individual legal succession (special right succession) from Blitzart Holding AG to Optibase Real Estate Europe S.a.r.l and thus the position of Optibase Real Estate Europe S.a.r.l. as a limited partner of Blitz 14-610 GmbH & Co. KG.

1. **DEFINITION OF TERMS**

1.1. The terms listed below in this Agreement have the following agreed meaning if they are used in this Agreement:

"Purchase Deed" means the notary certificate of the official Notary, Deed no. 784/2014, of 17 December 2014, to which reference is made explicitly.

"Property" means the ownership of the plot in accordance with Clause 2.

"Tenants" or individually the "**tenant**" means the renting occupiers of the property; their lease agreements can be found in the **Appendix 19 to the Purchase Deed.**

"**Lease agreements**" or individually the "**lease agreement**" means the rental agreements that can be found in **Appendix 19 to the Purchase Deed.**

"Effective Date" is the date in Clause 7.1.

1.2 Copies of the following documents were added to the appendix of this Deed:

(a) **APPENDIX 1**– List of Appendices to the Purchase Deed

(b) **APPENDIX 2** – Powers of Attorney

(c) **APPENDIX 3** – Trade Register Excerpt

2 Object of Purchase, Encumbrances

2.1 Seller 1 is the owner of the property:

(a) entered in the Beratzhausen Land Register at the Regensburg Local Court, page 2073: Sequential no. 2 of the inventory register, land parcel 634/56, building and open space, Staufferstraße 7, with a size entered in the Land Register of 3,585 sq. m., hereinafter referred to as the **"Individual Object of Purchase Beratzhausen";**

The entered encumbrances on this property in Beratzhausen in **Section II** of the Land Register are:

- Sequential no. 5 – an easement (right to operate a business - conditional, for a limited term) for EDEKA Handelsgesellschaft Südbayern mbH, Gaimersheim,

- Sequential no. 6 – a pre-emptive right for all cases of sale - conditional - for EDEKA Handelsgesellschaft Südbayern mbH, Gaimersheim,

- Sequential no. 7 – a waste water right for the respective owner of land parcel 634/9,

-Sequential no. 8 – a right of passage and way for the respective owner of land parcel 634/9,

-Sequential no. 9 – a right of passage and way for the respective owner of land parcel 634/7,

Sequential no. 10 – a building prohibition in the clearance space for the respective owner of land parcel 634/7 and

Sequential no. 11 – a building prohibition in the clearance space for the respective owner of land parcel 634/9.

No rights are entered in **Section III** of the Land Register.

The aforementioned entries in Section II of the Land Register shall remain in the Land Register.

(b) entered in the Cham Land Register at the Cham Local Court

(i) Page 4731: Sequential no. 3 of the inventory register, land parcel 2093/2, DIY market "Super 2000", parking spaces, green area, building and open space, Darsteiner Straße 10, with a size of 3,084 sq. m. as entered in the Land Register;

The entered encumbrances on this property in Cham in **Section II** of the Land Register are:

- Sequential no. 3 – a waste water canal and a manhole right to land parcel 2093/2 for the city of Cham,

- Sequential no. 4 – a water pipeline right to land parcel 2093/2 for the city of Cham,

- Sequential no. 6 – a conditional, limited personal easement (right to use the property for commercial purposes) for EDEKA Handelsgesellschaft Südbayern mbH in Gaimersheim, and

- Sequential no. 7 – a conditional pre-emptive right for all cases of sale for EDEKA Handelsgesellschaft Südbayern mbH, Gaimersheim

The entered encumbrances on this property in Cham in Section III of the Land Register are:

- Sequential no. 4 – a (total) certified mortgage in the amount of EUR 1,270,000.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest per year, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 7 March 2007, Deed no. 425/2007-S, Notary Dr. Schmiegelt, Frankfurt am Main, Gesamthaft : Page 5148 and 4731 Cham.

The aforementioned entries in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

(ii) Page 5148: Sequential no. 4 of the inventory register, land parcel 2093/4, DIY market "Super 2000", building and open space, traffic area, Darsteiner Straße 10 with a size of 2,913 sq. m., as entered in the Land Register

The entered encumbrances on this property in Cham in **Section II** of the Land Register are:

- Sequential no. 3 – a waste water canal and a manhole right to land parcel 2093/4 for the city of Cham,

- Sequential no. 4 – a water pipe right to land parcel 2093/4 for Stadtwerke Cham GmbH,

- Sequential no. 5 – an electricity and street lighting cable right for Stadtwerke Cham GmbH,

- Sequential no. 7 – an easement (right to use the property for commercial purposes) for EDEKA Handelsgesellschaft Südbayern mbH in Gaimersheim, and

- Sequential no. 8 – a conditional pre-emptive right for all cases of sale for ALUEDA Markt Ingolstadt GmbH

The entered encumbrances on this property in Cham in Section III of the Land Register are:

- Sequential no. 2 – a (total) certified mortgage in the amount of EUR 1,270,000.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 7 March 2007, Deed no. 425/2007-S, Notary Dr. Schmiegelt, Frankfurt am Main, total liability: page 5148 and 4731 Cham.

In the following they are referred to jointly as the **"Individual Object of Purchase Cham".**

The aforementioned entries in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

(c) entered in the Falkenstein Land Register at the Cham Local Court, page 1849:

(i) Sequential no. 1 of the inventory register, land parcel 496, traffic area, vicinity of Dr.-Josef-Kiener-Straße, with a size of 834 sq. m., as entered in the Land Register;

(ii) Sequential no. 2 of the inventory register, land parcel 496/2, traffic area, vicinity of Dr.-Josef-Kiener-Straße, with a size of 1,780 sq. m., as entered in the Land Register;

(iii) Sequential no. 3 of the inventory register, land parcel 496/6, building and open space, Regensburger Straße 12 with a size of 998 sq. m., as entered in the Land Register;

(iv) Sequential no. 4 of the inventory register, land parcel 497, building and open space, Regensburger Straße 12, with a size of 1,689 sq. m., as entered in the Land Register,

referred to jointly in the following as **"Individual Object of Purchase Falkenstein";**

The entered encumbrances on this property in Falkenstein in **Section II** of the Land Register are:

- Sequential no. 1 – a right of way for the respective owner of land parcel 496 and 496/2,

- Sequential no. 2 – a right of passage and way for the respective owner of land parcel 496/2,

- Sequential no. 3 – a waste water plant operation right for the Falkenstein market,

- Sequential no. 4 – a conditional, limited personal easement (right to use the property for commercial purposes) for EDEKA Handelsgesellschaft Südbayern mbH in Gaimersheim,

- Sequential no. 5 – a conditional pre-emptive right for all cases of sale for ALUEDA Markt Ingolstadt GmbH

The entered encumbrances on this property in Falkenstein in **Section III** of the Land Register are:

- Sequential no. 1 – a certified mortgage in the amount of EUR 1,475,000.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 7 March 2007, Deed no. 425/2007-S, Notary Dr. Schmiegelt, Frankfurt am Main.

The aforementioned entries in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

(d) entered in the Gangkofen Land Register at the Eggenfelden Local Court, page 2715:

(i) Sequential no. 1 of the inventory register, land parcel 56/4, building and open space, Schmidöder Weg 6, with a size of 1,872 sq. m., as entered in the Land Register;

(ii) Sequential no. 2 of the inventory register, land parcel 72/9, building and open space, Frontenhausener Straße, Frontenhausener Straße 2c, with a size of 3,559 sq. m., as entered in the Land Register,

referred to jointly in the following as **"Individual Object of Purchase Gangkofen"**;

The entered encumbrances on this property in Gangkofen in **Section II** of the Land Register are:

- Sequential no. 1 – a commercial business limitation for the respective owners of land parcel 72/5,

- Sequential no. 2 – a commercial business right - subject to condition subsequent – for EDEKA Handelsgesellschaft Südbayern mbH,

- Sequential no. 3 – a conditional pre-emptive right for all cases of sale - subject to condition subsequent - for ALUEDA Südbayern GmbH

The entered encumbrances on this property in Gangkofen in **Section III** of the Land Register are:

- Sequential no. 1 – a certified mortgage in the amount of EUR 1,650,000.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 7 March 2007, Deed no. 425/2007-S, Notary Dr. Schmiegelt, Frankfurt am Main.

The aforementioned entries in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

(e) entered in the St. Mang Land Register at the Kempten (Allgäu) Local Court, page 6315:

(i) land parcel 75/9, building and open space, Lenzfried, Wettmannsberger Weg 1, with a size of 3,512 sq. m., as entered in the Land Register;

(ii) land parcel 75/8, building and open space, Lenzfried, in the vicinity of Wettmannsberger Weg, with a size of 994 sq. m., as entered in the Land Register;

referred to jointly in the following as "**Individual Object of Purchase Kempten**";

The entered encumbrances on this property in Kempten in **Section II** of the Land Register are:

- Sequential no. 1 – a electric cable plant operating right for the benefit of the respective owner of land parcel 595 Kempten district,

- Sequential no. 4 – a right to operate a commercial sales point - conditionally and for a limited term - for EDEKA Handelsgesellschaft Südbayern mbH, Gaimersheim,

- Sequential no. 5 – a pre-emptive right - conditional and for a limited term - for all cases of sale for ALUEDA Markt Ingolstadt GmbH

The entered encumbrances on this property in Kempten in **Section III** of the Land Register are:

- Sequential no. 2 – a certified mortgage in the amount of EUR 1,305,000.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 7 March 2007, Deed no. 425/2007-S, Notary Dr. Schmiegelt, Frankfurt am Main.

The aforementioned entries in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

(f) entered in the Kissing Land Register at the Aichach Local Court, page 7591: Sequential no. 3 of the inventory register,

(i) land parcel 3110/2, building and open space, Bahnhofstraße 40c, with a size of 4,797 sq. m. as entered in the Land Register;

(ii) land parcel 3050/3, building and open space, vicinity of Bahnhofstraße, with a size of 1,643 sq. m., as entered in the Land Register;

referred to jointly in the following as "**Individual Object of Purchase Kissing**";

The entered encumbrances on this property in Kissing in **Section II** of the Land Register are:

- Sequential no. 2 – a car parking right for the Kissing municipality, in Section II, sequential no. 4, a limited personal easement - subject to condition subsequent - (commercial right of use) for EDEKA Handelsgesellschaft Südbayern mbH, Gaimersheim,

- Sequential no. 5 – a pre-emptive right for all cases of sale - subject to condition subsequent - for ALUEDA Markt Ingolstadt GmbH.

The entered encumbrances on this property in Kissing in **Section III** of the Land Register are:

- Sequential no. 2 – a certified mortgage in the amount of EUR 1,355,000.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 7 March 2007, Deed no. 425/2007-S, Notary Dr. Schmiegelt, Frankfurt am Main.

The aforementioned entries in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

(g) entered in the Lam Land Register at the Cham Local Court, Kötzting Branch, page 2261: Sequential no. 1 of the inventory register, land parcel 146/3, building and open space, traffic area, Arberstr. 74 with a size of 4,018 sq. m. as entered in the Land Register, referred to in the following as "**Individual Object of Purchase Lam**"

The entered encumbrances on this property in Lam in **Section II** of the Land Register are:

- Sequential no. 1 – a right of passage and way for the respective owners of the properties under land parcel 146,146/2 and 149,

- Sequential no. 2 – rights to supply line access for the respective owner of land parcel 146/2,

- Sequential no. 3 – a construction restriction (prohibition of windows and glass brick) for the benefit of the respective owner of the property, land parcel 146/2,

- Sequential no. 5 – a limited personal easement (commercial usage right) – subject to claim and for a limited term until 31 December 2037 – for EDEKA Handelsgesellschaft Südbayern mbH, Gaimersheim,

- Sequential no. 6 – a pre-emptive right for all cases of sale – subject to claim and for a limited term until 31 December 2037 – for ALUEDA Markt Ingolstadt GmbH

The entered encumbrances on this property in Lam in **Section III** of the Land Register are:

- Sequential no. 1 – a certified mortgage in the amount of EUR 1,100,000.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 7 March 2007, Deed no. 425/2007-S, Notary Dr. Schmiegelt, Frankfurt am Main.

The aforementioned entries in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

(h) entered in the Lenggries Land Register at the Wolfratshausen Local Court, page 6383:

(i) Sequential no. 5 of the inventory register, land parcel 1898/5, building and open space, Bergbahnstraße 5, with a size of 5,577 sq. m., as entered in the Land Register, and a partial area purchased by the buyer, still to be surveyed and to be continued in the Land Register according to **Appendix 3 to the Purchase Deed**, referred to jointly in the following as the "**Individual Object of Purchase Lenggries**";

The entered encumbrances on this property in Lenggries in **Section II** on page 6383 of the Land Register are:

- Sequential no. 2 – flood water diversion canal right for the Lenggries municipality,

- Sequential no. 3 – right of passage and way for the respective owner of land parcel 1898,

- Sequential no. 4 – pipeline right for the respective owner of land parcel 1898,

- Sequential no. 5 – right of passage and way for the respective owner of land parcel 1898,

- Sequential no. 7 – Right to sell goods (food and non-food) - subject to condition subsequent and for a limited term - for EDEKA Handelsgesellschaft Südbayern mbH, Gaimersheim,

- Sequential no. 8 – pre-emptive right for all cases of sale – subject to condition subsequent – for ALUEDA MarktIngolstadt GmbH,

- Sequential no. 9 – a right of passage and way for the respective owner of land parcel 1838 (in respect to a partial area of 0.1160 hectares, in accordance with its state prior to the completion of the Proof of Change 210/62),

- Sequential no. 10 – substation right for Isar-Amperwerke AG, Munich.

The entered encumbrances on this property in Lenggries in **Section III** on page 6383 of the Land Register are:

- Sequential no. 1 – a certified mortgage in the amount of EUR 1,500,000.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 7 March 2007, Deed no. 425/2007-S, Notary Dr. Schmiegelt, Frankfurt am Main.

And (in respect to the **partial area** still to be surveyed and continued) in **Section II** on page 4669 of the Lenggries Land Register:

- Sequential no. 1 – a right of passage and way for the respective owner of land parcel 1838 (in respect to a partial area of 0.1160 hectares, in accordance with its state prior to the completion of Proof of Change 210/62),

- Sequential no. 6 – Flood water diversion canal right for the Lenggries municipality,

- Sequential no. 16 – land easement (right of passage and way) for the respective owner of the property in land parcel 1989/10,

- Sequential no. 17 – a limited personal easement (right of passage and way) for the Free State of Bavaria,

- Sequential no. 18 – land easement (right for supply and disposal lines) for the respective owner of the property in land parcel 1898/10,

- Sequential no. 21 – a land easement (right for supply and disposal lines) for the respective owner of the property in land parcel 1898/12,

- Sequential no. 23 – a land easement (right for supply and disposal lines) for the respective owner of the property in land parcel 1898/11,

- Sequential no. 24 – land easement (right for supply and disposal lines) for the respective owner of the property in land parcel 1898/13.

And (in respect to the **partial area** still to be surveyed and continued) in **Section III** on page 4669 of the Lenggries Land Register:

- Sequential no. 2 – a mortgage without certification in the amount of EUR 51,129.19

- Sequential no. 3 – a mortgage without certification in the amount of EUR 102,258.38

- Sequential no. 4 – a mortgage without certification in the amount of EUR 434,598.10

- Sequential no. 5 – a mortgage without certification in the amount of EUR 332,339.71, in each case for the benefit of the Sparkasse Bad Tölz-Wolfratshausen, Anstalt des öffentlichen Rechts (Institution under Public Law).

The aforementioned entries in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgages in Section III of the Land Register shall not be acquired by the Buyer and shall be cancelled in the Land Register.

(i) entered in the Neunburg vorm Wald Land Register at the Schwandorf Local Court, page 3349:

(i) Sequential no. of the inventory register, land parcel 530/1, shopping centre, courtyard are, Amberger Straße 14, with a size of 3,000 sq. m. as entered in the Land Register;

(ii) Sequential no. 2 of the inventory register, land parcel 530/3, building and open space, in the vicinity of Amberger Straße, with a size of 878 sq. m., as entered in the Land Register;

referred to in the following as **"Individual Object of Purchase Neunburg vorm Wald**";

The entered encumbrances on this land in Neunburg vorm Wald in the Section II of the Land Register are:

- Sequential no. 1 – a right of passage and way for the respective owners of land parcel 530/3,

- Sequential no. 3 – a right to use the property for commercial purposes, particularly for the operation of a sales point for goods of all kinds for the company EDEKA Handelsgesellschaft Südbayern mbH, Gaimershelm,

- Sequential no. 4 – a pre-emptive right for all cases of sale for the company Alueda Markt Ingolstadt GmbH, Ingolstadt.

The entered encumbrances for the property in Neunburg vorm Wald in **Section III** of the Land Register are:

- Sequential no. 2 – a certified mortgage in the amount of EUR 870,000.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 7 March 2007, Deed no. 425/2007-S, Notary Dr. Schmiegelt, Frankfurt am Main.

The aforementioned entries in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

(j) entered in the Neudorf Land Register at the Marienberg Local Court, Annaberg-Buchholz Branch, page 888: Sequential no. 1 of the inventory register, land parcel 518/2, building and open space, Crottendorfer Str. 3, with a size of 6,100 sq. m., as entered in the Land Register; referred to in the following as "**Individual Object of Purchase Sehmatal (Neudorf)**";

The entered encumbrances on this property in Sehmatal (Neudorf) in **Section II** of the Land Register are:

• Sequential no. 1 – a water pipeline right for Erzgebirge Trinkwasser GmbH "ETW";

• Sequential no. 2 – a right of passage and way for the respective owner of land parcel 518/1,

- Sequential no. 4 – a limited personal easement (right to operate a sales point) for EDEKA Handelsgesellschaft Südbayern mbH – conditional and for a limited term; and

- Sequential no. 5 – a pre-emptive right for all cases of sale for ALUEDA Markt Ingolstadt GmbH – conditional and for a limited term.

The entered encumbrances on this property in Sehmatal (Neudorf) in **Section III** of the Land Register are:

- Sequential no. 2 – a certified mortgage in the amount of EUR 1,080,000 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually; 10% one-off utilities and common charges; enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO); waiver of the right to object in accordance with Section 1160 of the German Civil Code (BGB), according to the approval of 7 March 2007.

The aforementioned entries in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

(j) entered in the Obertraubling Land Register at the Regensburg Local Court, page 2944: Sequential no. 1 of the inventory register, land parcel 133/2, building and open space, Edekastraße 5, with a size of 4,012 sq. m., as entered in the Land Register; referred to in the following as the "**Individual Object of Purchase Obertraubling**";

The entered encumbrances on this property in Obertraubling in **Section II** of the Land Register are:

- Sequential no. 1 – a right to build a substation and high voltage power lines, right of inspection and passage, and an exercise transfer right, encumbering the earlier properties in land parcel 136/2 and 136/3, as seen from the maps appended to Proof of Change No. 354 - for Energieversorgung Ostbayern AG, Regensburg

- Sequential no. 2 – a commercial operation right until 31 December 2037 – subject to condition subsequent – for EDEKA Handelsgesellschaft Südbayern mbH, Gaimersheim,

- Sequential no. 3 – a pre-emptive right for all cases of sale until 31 December 2037 – subject to condition subsequent – for ALUEDA Markt Ingolstadt Gmbh, Ingolstadt.

The entered encumbrances on this property in Obertraubling in **Section III** of the Land Register are:

- Sequential no.1 – a certified mortgage in the amount of EUR 1,145,000.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 7 March 2007, Deed no. 425/2007-S, Notary Dr. Schmiegelt, Frankfurt am Main.

The aforementioned entries in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

(k) entered in the Pfaffenhausen Land Register at the Memmingen Local Court, page 1075: Sequential no. 3 of the inventory register, land parcel 1118/5, building and open space, Industriestraße 4, with a size entered in the Land Register of 5,000 sq. m., as entered in the Land Register; referred to in the following as the "**Individual Object of Purchase Pfaffenhausen**";

The entered encumbrances on this property in Pfaffenhausen in **Section II** of the Land Register are:

- Sequential no. 4 – a limited personal easement (right to operate a sales point) – conditional and for a limited term for EDEKA Handelsgesellschaft Südbayern mbH, Gaimersheim,

- Sequential no. 5 – a pre-emptive right for all cases of sale – conditional and for a limited term – for ALUEDA Markt Ingolstadt GmbH, Ingolstadt.

The entered encumbrances on this property in Pfaffenhausen in **Section III** of the Land Register are:

- Sequential no. 5 – a certified mortgage in the amount of EUR 1,160,000.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 7 March 2007, Deed no. 425/2007-S, Notary Dr. Schmiegelt, Frankfurt am Main.

The aforementioned entries in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

(m) entered in the Scheyern Land Register at the Pfaffenhofen an der Ilm Local Court, page 1580: Sequential no. 2 of the inventory register, land parcel 600/4, building and open space, Fernhager Straße 1, with a size of 2,775 sq. m. as entered in the Land Register, referred to in the following as the "**Individual Object of Purchase Scheyern**";

The entered encumbrances on this property in Scheyern in **Section II** of the Land Register are:

- Sequential no. 2 – a limited personal easement (commercial use right) for EDEKA Handelsgesellschaft Südbayern mbH, Galmersheim, conditional and for a limited term;

- Sequential no. 3 – a pre-emptive right for all cases of sale for Alueda MarktIngolstadt GmbH, Ingolstadt – conditional and for a limited term.

The entered encumbrances on this property in Scheyern in **Section III** of the Land Register are:

- Sequential no. 2 – a certified mortgage in the amount of EUR 1,080,000.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 7 March 2007, Deed no. 425/2007-S, Notary Dr. Schmiegelt, Frankfurt am Main.

The aforementioned entries in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

(n) entered in the Schnöllnach Land Register at the Deggendorf Local Court, page 2341: Sequential no. 2 of the inventory register, land parcel 993/5, building and open space, Gewerbepark Leutzing 2, with a size entered in the Land Register of 5,212 sq. m., hereinafter referred to as the "**Individual Object of Purchase Schöllnach**";

The entered encumbrances on this property in Schöllnach in **Section II** of the Land Register are:

- Sequential no. 2 – commercial right of use - subject to condition subsequent and for a limited term - for EDEKA Handelsgesellschaft Südbayern mbH, Gaimersheim,

- Sequential no. 3 – a pre-emptive right for all cases of sale – subject to condition precedent and for a limited term – for Alueda Markt Ingolstadt GmbH, Ingolstadt.

The entered encumbrances on this property in Schöllnach in **Section III** of the Land Register are:

- Sequential no. 1 – a (total) certified mortgage in the amount of EUR 1,240,000.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 7 March 2007, Deed no. 425/2007-S, Notary Dr. Schmiegelt, Frankfurt am Main.

The aforementioned entries in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

(o) entered in the Klingenbrunn Land Register at the Freyung Local Court, page 1982: Sequential no. 1 of the inventory register, land parcel 398/22, building and open space, Konrad-Willsdorf-Str. 1a, with a size of 6,156 sq. m., as entered in the Land Register, referred to in the following as "**Individual Object of Purchase Spiegelau**";

The entered encumbrances on this property in Spiegelau in **Section II** of the Land Register are:

- Sequential no.1 – a renovation project is being completed.

- Sequential no. 3 – a commercial right of use - conditional and for a limited term - for EDEKA Handelsgesellschaft Südbayern mbH, Geimersheim,

- Sequential no. 4 – a pre-emptive right for all cases of sale – conditional and for a limited term – for Alueda Markt Ingolstadt GmbH, Ingolstadt.

The entered encumbrances on this property in Spiegelau in **Section III** of the Land Register are:

- Sequential no. 2 – a (total) certified mortgage in the amount of EUR 1,450,000.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 7 March 2007, Deed no. 425/2007-S, Notary Dr. Schmiegelt, Frankfurt am Main.

The aforementioned entries in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

(p) Entered in the Viechtach Land Register at the Viechtach Local Court, page 3109: Sequential no. 1 of the inventory register, land parcel 344, large market, building and open space, Mönchstraße 60, with a size of 2,923 sq. m., as entered in the Land Register, referred to in the following as the "**Individual Object of Purchase Viechtach**";

The entered encumbrances on this property in Viechtach in **Section II** of the Land Register are:

- Sequential no. 1 – a right of passage and way for the respective owner of the property in land parcel 874,

- Sequential no. 10 – commercial right of use - subject to condition subsequent and for a limited term - for EDEKA Handelsgesellschaft Südbayern mbH, Gaimersheim,

- Sequential no. 11 – a pre-emptive right for all cases of sale (subject to condition subsequent and for a limited term) for Alueda Markt Ingolstadt GmbH, Ingolstadt.

The entered encumbrances on this property in Viechtach in **Section III** of the Land Register are:

- Sequential no. 4 – a certified mortgage in the amount of EUR 860,000.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 7 March 2007, Deed no. 425/2007-S, Notary Dr. Schmiegelt, Frankfurt am Main.

The aforementioned entries in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

2.2 Seller 1 is also the co-owner of the property:

Entered in the Ingolstadt Land Register (Partial Ownership Land Register) at the Ingolstadt Local Court, page 34277: Sequential no. 1 of the inventory register, land parcel 2268/4, residential and commercial building, underground car park, substation, floor space, green space, Krumenauerstraße 50, 52, 54, 56, 58 and 60, with a size of 8,711 sq. m., as entered in the Land Register; referred to in the following as the "**Individual Object of Purchase Ingolstadt**", connected with the special property as defined in the appendix;

The entered encumbrances on this property in Ingolstadt in **Section II** of the Land Register are:

- Sequential no. 2 – a substation and a high and low voltage power line right for Stadtwerke Ingolstadt Netze GmbH, Ingolstadt,

- Sequential no. 4 – a commercial business right, for a limited term and subject to condition subsequent, for EDEKA Handelsgesellschaft Südbayern mbH, Gaimersheim,

- Sequential no. 5 – pre-emptive right for all cases of sale, for a limited term and subject to condition subsequent, for Alueda MarktIngolstadt GmbH, Ingolstadt

The entered encumbrances on this property in Ingolstadt in **Section III** of the Land Register are:

- Sequential no. 2 – a (total) certified mortgage in the amount of EUR 1,180,000.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 7 March 2007, Deed no. 425/2007-S, Notary Dr. Schmiegelt, Frankfurt am Main.

The aforementioned entries in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

2.3 Seller 2 is the owner of the property:

(a) entered in the Ruderting Land Register at the Passau Local Court, page 2131: Sequential no. 5 of the inventory register, land parcel 2, building and open space, Passauer Straße 26b, with a size of 7,512 sq. m., as entered in the Land Register, referred to in the following as the "**Individual Object of Purchase Ruderting**";

The entered encumbrances on this property in Ruderting in **Section II** of the Land Register are:

- Sequential no. 1 – a high voltage current power line right for Energieversorgung Ostbayern AG,

- Sequential no. 2 – an electricity and telephone line right for the respective owner of land parcel 15/3,

- Sequential no. 3 – a rain water and waste water drainage right for the respective owner of land parcel 15/3,

- Sequential no. 4 – a right of access for the respective owner of land parcel 15/3,

- Sequential no. 5 – a right of passage and way to the partial area (= 318 sq. m.), marked in yellow in the map appended to Proof of Change No. 687, for the respective owner of land parcel 2/2,

- Sequential no. 6 – a limited personal easement (high voltage current power line right) for OBAG Aktiengesellschaft, Regensburg,

- Sequential no. 7 – a limited personal easement (waste water pipeline right) for Rudertinger Wasser- und Abwassergesellschaft mbH, Rudertlng,

- Sequential no. 8 – land easement (right of passage and way) for the respective owner of the property in land parcel 1,

- Sequential no. 10 – a notice of conveyance with regard to a partial area of approx. 130 sq. m. for the Ruderting municipality,

- Sequential no. 14 – a limited personal easement (commercial right to use space and co-use right) - for a limited term - for Fischer GmbH & Co. KG, Neuhaus/Inn,

- Sequential no. 15 – a land easement (right of passage and way) for the respective owner of land parcel 2/5,

- Sequential no. 17 – a land easement (right of passage and way) for the respective owner of land parcel 2/6.

The entered encumbrances on this property in Ruderting in **Section III** of the Land Register are:

- Sequential no. 7 – a (total) certified mortgage in the amount of EUR 38,058,319.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 29 August 2007, Deed no. 7654/07, Notary Peter, Frankfurt am Main. Total liability: Eidenberg page 696,Fürstenstein page 3199, Hartkirchen page 1640, Heining page 4743, Otterskirchen page 1627, Rudertlng page 2131, Straßkirchen page 1533, Untergriesbach page 1725, Chamerau page 1507 and Wald page 1662 (both AG Cham), Kasberg (AG Viechtach) page 714 and Osterhofen (AG Deggendorf) page 3195.

The aforementioned entries in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

(b) entered in the Untergriesbach Land Register at the Passau Local Court, page 1725: Sequential no. 5 of the inventory register, land parcel 735, building and open space, Kreuzwiesenweg 1, with a size of 3,874 sq. m., as entered in the Land Register, referred to in the following as the "**Individual Object of Purchase Untergriesbach**";

The entered encumbrances on this property in Untergriesbach in **Section II** of the Land Register are:
- Sequential no. 1 – a limited personal easement (high voltage current power line right) for Bayernwerk AG, Munich.

The entered encumbrances on this property in Untergriesbach in **Section III** of the Land Register are:

- Sequential no. 9 – a (total) certified mortgage in the amount of EUR 38,058,319.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 29 August 2007, Deed no. 7654/07-5, Notary Peter, Frankfurt am Main, total liability: Total liability: Eidenberg page 696, Fürstenstein page 3199, Hartkirchen page 1640, Heining page 4743, Otterskirchen page 1627, Ruderting page 2131,Straßkirchen page 1533, Untergriesbach page 1725, Chamerau page 1507 and Wald page 1662 (both AG Cham), Kasberg (AG Viechtach) page 714 and Osterhofen (AG Deggendorf) page 3195.

The aforementioned entry in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

(c) entered in the Fürstenstein Land Register at the Passau Local Court, page 3199: Sequential no. 1 of the inventory register, land parcel 3448/4, building and open space, Vilshofener Straße 13, with a size of 4,246 sq. m., as entered in the Land Register; referred to in the following as the "**Individual Object of Purchase Fürstenstein";**

The entered encumbrances on this property in Fürstenstein in **Section II** of the Land Register are:
No entries planned.

The entered encumbrances on this property in Fürstenstein in **Section III** of the Land Register are:

Sequential no. 6 – a (total) certified mortgage in the amount of EUR 38,058,319.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 29 August 2007, Deed no. 7654/07, Notary Peter, Frankfurt am Main. Total liability: Eidenberg page 696, Fürstenstein page 3199, Hartkirchen page 1640, Heining page 4743, Otterskirchen page 1627, Ruderting page 2131, Straßkirchen page 1533, Untergriesbach page 1725, Chamerau page 1507 and Wald page 1662 (both AG Cham), Kasberg (AG Viechtach) page 714 and Osterhofen (AG Deggendorf) page 3195.

The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

(d) entered in the Eidenberg Land Register at the Passau Local Court, page 696: Sequential no. 1 of the inventory register, land parcel 1057/1, agricultural area, upper field, with a size of 6,465 sq. m., as entered in the Land Register; hereinafter referred to as the "**Individual Object of Purchase Wegscheid**";

The entered encumbrances on this property in Wegscheid in **Section II** of the Land Register are:

- Sequential no. 1 – a limited personal easement (water pipeline right) for Markt Wegscheid (Wegscheid Market).

The entered encumbrances on this property in Wegscheid in **Section III** of the Land Register are:

- Sequential no. 3 – a (total) certified mortgage in the amount of EUR 38,058,319.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 29 August 2007, Deed no. 7654/07, Notary Peter, Frankfurt am Main. Total liability: Eidenberg page 696, Fürstenstein page 3199, Hartkirchen page 1640, Heining page 4743, Otterskirchen page 1627, Ruderting page 2131, Straßkirchen page 1533, Untergriesbach page 1725, Chamerau page 1507 and Wald page 1662 (both AG Cham), Kasberg (AG Viechtach) page 714 and Osterhofen (AG Deggendorf) page 3195.

The aforementioned entry in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

Entered in the Wald Land Register at the Cham Local Court, page 1662: Sequential no. 2 of the inventory register, land parcel 1052/5, building and open space, Bahnhofstraße 3, with a size of 4,480, as entered in the Land Register; hereinafter referred to as "**Individual Object of Purchase Wald**";

No encumbrance entries are planned in **Section II** of the Land Register for this property in Wald.

The entered encumbrances on this property in Wald in **Section III** of the Land Register are:

- Sequential no. 2 – a (total) certified mortgage in the amount of EUR 38,058,319.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 29 August 2007, Deed no. 7654/07, Notary Peter, Frankfurt am Main. Total liability: Eidenberg page 696, Fürstenstein page 3199, Hartkirchen page 1640, Heining page 4743, Otterskirchen page 1627, Ruderting page 2131, Straßkirchen page 1533, Untergriesbach page 1725, Chamerau page 1507 AG Cham, Kasberg (AG Viechtach) page 714 and Osterhofen (AG Deggendorf) page 3195.

The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

(e) entered in the Kasberg Land Register at the Viechtach Local Court, page 714: Sequential no. 1 of the inventory register, land parcel 213/5, building and open space, Herrnmühle 2, with a size entered in the Land Register of 3,503 sq. m., referred to in the following as the "**Individual Object of Purchase Rinchnach**";

No encumbrance entries are planned in **Section II** of the Land Register for this property in Rinchnach.

The entered encumbrances on this property in Rinchnach in **Section III** of the Land Register are:

- Sequential no. 4 – a (total) certified mortgage in the amount of EUR 38,058,319.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 29/08/2007, Deed no. 7654/07-S, Notary Peter, Frankfurt am Main. Total liability: Eidenberg page 696, Fürstenstein page 3199, Hartkirchen page 1640, Heining page 4743, Otterskirchen page 1627, Ruderting page 2131, Straßkirchen page 1533, Untergriesbach page 1725, Chamerau page 1507 and Wald page 1662 (both AG Cham) and Osterhofen (AG Deggendorf) page 2207 Kasberg (AG Viechtach) page 714.

The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

entered in the Hartkirchen Land Register at the Passau Local Court, St. Rotthalmünster Branch, page 1640: Sequential no. 1 of the inventory register, land parcel 41, large market, adjoining building, courtyard area, building and open space, Marktplatz 5b, with a size of 1,149 sq. m., as entered in the Land Register, referred to in the following as the "**Individual Object of Purchase Pocking-Hartkirchen**";

The entered encumbrances on this property in Pocking-Hartkrichen in **Section II** of the Land Register are:

Sequential no. 1 – a limited personal easement (power line right) for Thüringer Gas AG, Munich

Sequential no. 2 – a land easement (right of passage and way, parking space usage right and claim to omission of usage that would prevent access and entry, as well as a prohibition of development) for each owner of the 157/1000 co-ownership share to land parcel 41/4 and 41/5 entered in volume 29 page 1237 under inventory register no. 1 and connected with the special ownership of the space described in the Division Plan with no. 2.

The entered encumbrances on this property in Pocking-Hartkirchen in **Section III** of the Land Register are:

Sequential no. 5 – a certified mortgage in the amount of EUR 38,058,319.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 7 March 2007, Deed no. 7654/07-S, Notary Peter, Frankfurt am Main. Total liability: Eidenberg page 696, Fürstenstein page 3199, Hartkirchen page 1640 , Heining page 4743, Otterskirchen page 1627, Ruderting page 2131, Straßkirchen page 1533, Untergriesbach page 1725, Chamerau page 1507 and Wald page 1662 (both AG Cham) Kasberg (AG Viechtach) page 714 and Osterhofen (AG Deggendorf) page 3195.

The aforementioned entries in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

(f) entered in the Otterskirchen Land Register at the Passau Local Court, Vilshofen Branch, page 1627: Sequential no. 4 of the inventory register,

(i) land parcel 1550/21, building and open space, in the vicinity of Hidring, with a size of 43 sq. m., as entered in the Land Register;

(ii) land parcel 1550/14, building and open space, Hidring, Turmstraße 2a, with a size of 3,532 sq. m., as entered in the Land Register,

referred to in the following jointly as the "**Individual Object of Purchase Windorf (Hidring)**";

The encumbrances on this property in Windorf (Hidring) in **Section II** of the Land Register are:

- Sequential no. 1 – a limited personal easement (waste water pipeline right) for Markt Windorf (Windorf Market),

- Sequential no. 2 – a land easement (right of passage and way) for the Vilshofen Land Surveying Office (depicted on the map) from 11 June 1992, green covered area for the respective owner of land parcel 1547.

The encumbrances on this property in Windorf (Hidring) in **Section III** of the Land Register are:

- Sequential no. 11 – a (total) certified mortgage in the amount of EUR 38,058,319.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 7 March 2007, Deed no. 7654/07-S, Notary Peter, Frankfurt am Main. Total liability: Eidenberg page 696,Fürstenstein page 3199, Hartkirchen page 1640, Heining page 4743, Otterskirchen page 1627, Ruderting page 2131, Straßkirchen Blatt page , Untergriesbach page 1725, Chamerau page 1507 and Wald page 1662 (both AG Cham), Kasberg (AG Viechtach) page 714 and Osterhofen (AG Deggendorf) page 3195.

The aforementioned entries in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

(g) entered in the Straßkirchen Land Register at the Passau Local Court, page 1533: Sequential no. 1 of the inventory register, land parcel 17/5, building and open space, in the vicinity of Bayerwaldstraße, with a size of 5,000 sq. m., as entered in the Land Register; referred to in the following as the "**Individual Object of Purchase Salzweg**".

The entered encumbrances on this property in Salzweg in **Section II** of the Land Register are:

- Sequential no. 1 – a high voltage current power line right for OBAG Aktiengesellschaft, Regensburg,

- Sequential no. 2 – a substation building and operating right for OBAG Aktiengesellschaft , Regensburg

The entered encumbrances on this property in Salzweg in **Section III** of the Land Register are:

- Sequential no. 4 – a (total) certified mortgage in the amount of EUR 38,058,319.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 29 August 2007, Deed no. 7654/07, Notary Peter, Frankfurt am Main. Total liability: Eidenberg page 696, Fürstenstein page 3199, Hartkirchen page 1640 , Heining page 4743, Otterskirchen page 1627, Ruderting page 2131, Straßkirchen page 1533, Untergriesbach page 1725, Chamerau page 1507 and Wald page 1662 (both AG Cham) Kasberg (AG Viechtach) page 714 and Osterhofen (AG Deggendorf) page 3195.

The aforementioned entries in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

2.4 Seller 2 is also the holder of the leasehold estate to the property:

entered in the Chamerau Leasehold Estate Register at the Cham Local Court, Kötzting Branch, page 1507: Sequential no. 1 of the inventory register, leasehold estate for the property in volume 33, page 1336, inventory register no. 17, land parcel 160, building and open space, street "in der Grube 2", with a size of 4,475 sq. m., as entered in the Land Register, hereinafter referred to as "**Individual Object of Purchase Chamerau**".

The entered encumbrances on this property in Chamerau in **Section II** of the Land Register are:

- Sequential no. 1 – a leasehold estate rent of DM 24,000.00 (twenty-four thousand German Marks) annually with a price index clause for the respective owners of land parcel 160; agreed content is the continuation with the main claim in the event of compulsory sale,

- Sequential no. 2 – a pre-emptive right for all cases of sale for the respective owners of the property in land parcel 160.

The entered encumbrances on this property in Chamerau in **Section III** of the Land Register are:

- Sequential no. 4 – a (total) certified mortgage in the amount of EUR 38,058,319.00 for Barclays Capital Mortgage Servicing Limited, London, 18% interest annually, 10% one-off utilities and common charges, enforceable in accordance with Section 800 of the Code of Civil Procedure (ZPO), according to the approval of 29 August 2007, Deed no. 7654/07, Notary Peter, Frankfurt am Main. Total liability: Eidenberg page 696, Fürstenstein page 3199, Hartkirchen page 1640 , Heining page 4743, Otterskirchen page 1627, Ruderting page 2131, Straßkirchen page 1533, Untergriesbach page 1725 and Wald page 1662 (both AG Cham) Kasberg (AG Viechtach) page 714 and Osterhofen (AG Deggendorf) page 3195.

The aforementioned entries in Section II of the Land Register shall remain in the Land Register. The aforementioned mortgage in Section III of the Land Register has not been acquired by the Buyer and shall be cancelled in the Land Register.

The company Austria Leasing GmbH & Co. KG Immobilienverwaltung Projekt Lebensmittelmärkte, Frankfurt am Main, is still entered as the owner of the aforementioned properties no. 2, 3, 4, 7, 9, 11 to 17 on the respective pages of the Land Register. This limited partnership has changed its name in the meantime to Lincoln. Leasing B.V. & Co. KG and moved its headquarters from Frankfurt am Main to Karben, according to the current printout from the Trade Register at the Frankfurt am Main Local Court with respect to HRA 42188 from 12 December 2014. Upon presentation of these excerpts from the Trade Register, the involved parties hereby apply for the correction of the respective owner entry in Section I of the respective Land Register in the aforementioned places of the Land Register. There was an adjustment of the preceding from Seller 1 in accordance with preamble to Seller 2.

2.5 Each of the properties listed in Clauses 2.1 to 2.4 are referred to individually as the "**Individual Object of Purchase**", and the Individual Objects of Purchase listed in Clauses 2.1 to 2.4 are referred to collectively as the "**Individual Objects of Purchase**". The Individual Object of Purchase Chamerau includes the leasehold estate for the building constructed on the property. The Individual Object of Purchase Ingolstadt also includes the special property of the shop reported in the excerpt of the Land Register and described in the Division Plan with no. 12, as well as a co-ownership share of 2,000/10,000. All the other Individual Objects of Purchase include the respective property with the all the rights, obligations, legal components, including building requirements and fixtures, if it is owned by the Sellers.

2.6 The Individual Objects of Purchase in Section II of the Land Register are encumbered, as described individually in the land registers in **Appendix 2 to the Purchase Deed**.

2.7 The Individual Objects of Purchase in Section III of the Land Register are encumbered, as described individually in the land registers in **Appendix 2 to the Purchase Deed**.

2.8 Seller 1 has not yet been entered in the Land Register as the owner of the Individual Objects of Purchase pursuant to Clauses 2.1 and 2.2. In this respect, the Parties request the entry of Seller 1 in the Land Register as owner of the Individual Objects of Purchase pursuant to Clause 2.1; but solely as co-owner with regard to the Individual Object of Purchase Ingolstadt pursuant to Clause 2.2.

OTHER ENCUMBRANCES AND LIMITATIONS

3. The Buyer is aware that

3.1 (a) with respect to the Individual Objects of Purchase the disclosures about contaminated land have been provided in **Appendix 4 to the Purchase Deed**;

(b) the Individual Objects of Purchase involve used pieces of real estate. The Buyer has informed itself of the defects, repairs and overdue maintenance work listed in the technical reports under **Appendix 5 to the Purchase Deed** and accepts these as in accordance with the Agreement. In this connection, the Sellers shall not accept any liability for the correctness or completeness of the technical reports contained in **Appendix 5 to the Purchase Deed**.

(c) the building approvals in the electronic data room include requirements and limitations with respect to the design and use of the Individual Objects of Purchase, and that the construction approval documents may not be complete. The Sellers offered to issue the Buyer a power of attorney to inspect the construction records;

(d) there are limitations in terms of urban design law, as documented in the letter in **Appendix 6 to the Purchase Deed**;

the tenant of the Individual Object of Purchase Salzweg, as documented in the email in **Appendix 7 to the Purchase Deed**, requested the discontinuation of the operation of the supermarket;

(f) it may be necessary to levy sewage pipe and road expansion fees, as documented in the letter in **Appendix 8 to the Purchase Deed**, for the Individual Object of Purchase Cham;

(g) an application must be filed at the Landmark Protection Agency below prior to making changes to the building that is part of the Individual Object of Purchase Scheyern in the vicinity of a historical monument, as documented in the letter under **Appendix 9 to the Purchase Deed**;

(h) the deletion and re-application for an easement was approved with respect to the Individual Object of Purchase Cham, as documented in **Appendix 10 to the Purchase Deed**. Its entry has not taken place yet;

(i) with respect to the Individual Object of Purchase Lenggries, the change in a right of way for the benefit of the neighbouring owner was approved and filed in accordance with **Appendix 10A to the Purchase Deed**. The entry has not taken place yet.

(j) the Individual Objects of Purchase Lam, Lenggries and Scheyern do not lie directly on public streets, but are at least partially accessible through neighbouring properties.

3.2 The Buyer has been notified that it may ascertain the (latest) status of any encumbrances, limitations, conditions, rights, or similar through inspection of the local directories and records or obtain information from regulators. This applies in particular to any conditions and/or obligations from existing regulations as a renovation area, urban development area, validity of a preservation order, development freeze, urban redevelopment area or similar. The sellers have offered to provide the Buyer with a complete power of attorney to inspect the Land register and other records as well as to obtain information from regulators.

3.3 Seller 1 shall make an effort to replace the tenant easements with regard to the Individual Objects of Purchase according to the list in **Appendix 11 to the Purchase Deed** with new tenant easements. Seller 1 shall keep the Buyer informed of this and coordinate declarations, meetings, etc. with it and invite the Buyer to these meetings by giving notice of one week. The obligation to help for the respective Object of Individual Purchase shall end no later than on 30 June 2015. Seller 1 shall assume no liability or other initial obligation for the success of its effort.

4. PURCHASE AGREEMENT

4.1 **Purchase arrangement**

The Sellers sell and the Buyers buy the Individual Objects of Purchase as follows:

(a) Seller 1 sells the Individual Object of Purchase Beratzhausen to the Buyer accepting this;

(b) Seller 1 sells the Individual Object of Purchase Cham to the Buyer accepting this;

(c) Seller 1 sells the Individual Object of Purchase Falkenstein to the Buyer accepting this;

(d) Seller 1 sells the Individual Object of Purchase Gangkofen to the Buyer accepting this;

(e) Seller 1 sells the Individual Object of Purchase Ingolstadt to the Buyer accepting this;

(f) Seller 1 sells the Individual Object of Purchase Kempten to the Buyer accepting this;

(g) Seller 1 sells the Individual Object of Purchase Kissing to the Buyer accepting this;

(h) Seller 1 sells the Individual Object of Purchase Lam to the Buyer accepting this;

(i) Seller 1 sells the Individual Object of Purchase Lenggries to the Buyer accepting this;

(j) Seller 1 sells the Individual Object of Purchase Neunburg vorm Wald to the Buyer accepting this;

(k) Seller 1 sells the Individual Object of Purchase Sehmatal (Neudorf) to the Buyer accepting this;

(1) Seller 1 sells the Individual Object of Purchase Obertraubling to the Buyer accepting this;

(m) Seller 1 sells the Individual Object of Purchase Pfaffenhausen to the Buyer accepting this;

(n) Seller 1 sells the Individual Object of Purchase Scheyern to the Buyer accepting this;

(o) Seller 1 sells the Individual Object of Purchase Schnöllnach to the Buyer accepting this;

(p) Seller 1 sells the Individual Object of Purchase Spiegelau to the Buyer accepting this;

(q) Seller 1 sells the Individual Object of Purchase Viechtach to the Buyer accepting this;

(r) Seller 2 sells the Individual Object of Purchase Ruderting to the Buyer accepting this;

(s) Seller 2 sells the Individual Object of Purchase Untergriesbach to the Buyer accepting this;

(t) Seller 2 sells the Individual Object of Purchase Fürstenstein to the Buyer accepting this;

(u) Seller 2 sells the Individual Object of Purchase Wegscheid to the Buyer accepting this;

(v) Seller 2 sells the Individual Object of Purchase Wald to the Buyer accepting this;

(w) Seller 2 sells the Individual Object of Purchase Rinchnach to the Buyer accepting this;

(x) Seller 2 sells the Individual Object of Purchase Chamerau to the Buyer accepting this;

(y) Seller 2 sells the Individual Object of Purchase Pocking-Hartkirchen to the Buyer accepting this;

(z) Seller 2 sells the Individual Object of Purchase Windorf (Hidring) to the Buyer accepting this;

(aa) Seller 2 sells the Individual Object of Purchase Salzweg to the Buyer accepting this;

4.2 **Encumbrances and obligations assumed by the Buyer**

All the encumbrances, limitations, conditions, building encumbrances, rights, etc. that are entered in Section II of the Land Registers, specified in Clause 3 and assigned with the consent or cooperation of the Buyer shall be acquired by the Buyer for future tolerance and fulfilment, including the debt agreements, liabilities and obligations contained in the respective approval documents and letters of commitment for assignment or entry subject to the obligation – if a corresponding obligation is set forth in the acquired agreements – that the Buyer subsequently transfer these to any legal successor, each of whom in turn shall require such transfer to their legal successor, and thereby releasing the Seller therefrom, effective as of the Effective Date, without compensation and without offsetting them against the purchase price.

The Buyer shall also acquire all the existing limitations and encumbrances, as well as ones not evident, from the Land Register or other registers, particularly ones that cannot be entered, or ones under previous laws and neighbour laws. The Sellers, however, declare that such encumbrances are not known to them. The Buyer hereby agrees to the assignment and the entry of the encumbrances in accordance with **Appendix 10A to the Purchase Deed** (Text unklar) and acquires this.

5. **PURCHASE PRICE**

5.1 **Amount**
The individual purchase prices for the Individual Objects of Purchase are:

Individual Object of Purchase Beratzhausen	EUR 350,000.00
Individual Object of Purchase Cham	EUR 3,500,000.00
Individual Object Of Purchase Falkenstein	EUR 1,900,000.00
Individual Object of Purchase Gangkofen	EUR 1,130,000.00
Individual Object of Purchase Ingolstadt	EUR 950,000.00
Individual Object of Purchase Kempten	EUR 2,800,000.00
Individual Object Of Purchase Kissing	EUR 2,000,000.00
Individual Object Of Purchase Lam	EUR 860,000.00
Individual Object Of Purchase Lenggries	EUR 4,800,000.00
Individual Object Of Purchase Neunburg vorm Wald	EUR 225,000.00
Individual Object Of Purchase Sehmatal (Neudorf)	EUR 750,000.00
Individual Object Of Purchase Obertraubling	EUR 720,000.00
Individual Object Of Purchase Pfaffenhausen	EUR 850,000.00
Individual Object Of Purchase Scheyern	EUR 700,000.00
Individual Object Of Purchase Schöllnach	EUR 865,000.00
Individual Object Of Purchase Spiegelau	EUR 1,500,000.00
Individual Object Of Purchase Viechtach	EUR 625,000.00
Individual Object Of Purchase Ruderting	EUR 1,500,000.00
Individual Object Of Purchase Untergriesbach	EUR 400,000.00
Individual Object Of Purchase Fürstenstein	EUR 450,000.00
Individual Object Of Purchase Wegscheid	EUR 490,000.00
Individual Object Of Purchase Wald	EUR 545,000.00
Individual Object Of Purchase Rinchnach	EUR 450,000.00
Individual Object Of Purchase Chamerau	EUR 570,000.00
Individual Object Of Purchase Pocking-Hartkirchen	EUR 270,000.00
Individual Object Of Purchase Windorf (Hidring)	EUR 350,000.00
Strasskirchen / Salzweg	EUR 200,000.00
Total	
	EUR 29,750,000.00
(in words: twenty-nine million, seven hundred and fifty thousand euros)	

and do not include the value-added tax (VAT).

The total of the individual purchase prices is also referred to in the following as the "**total purchase price**".

An increase or decrease in the individual purchase prices is ruled out – apart from a possibly owed valued added tax in accordance with Clause 5.6; in particular, the individual purchase price is independent of the location and size of the Individual Objects of Purchase (including the buildings), even if a later survey should show deviations from the size assumed by the Buyer.

The Buyer is authorised to retain an amount of EUR 30,000.00 for the securing of its claims to release and compensation in accordance with Clause 7.8 on account of the defective circumstances listed in **Appendix 22 to the Purchase Deed** and due to any claims by the city of Beratzhausen in respect to the development and canal restoration contributions. The Buyer is authorised to pay any claims in accordance with Clause 7.8 enforced by the Tenant in the six months after the respective Effective Date as well as billed development and canal restoration fees from the withheld amount directly to the tenants or the city. The withheld amount is to be paid to the Seller if, in the six months after the first Effective Date in accordance with Clause 7.1, the tenants and the city do not enforce any claims or, in the case of the development and canal restoration fees, no bills were submitted.

5.2 Payment notification

The presiding Notary shall confirm to the Parties – separately for each Individual Object of Purchase – in writing and in advance by fax (in each case a "**Payment Notification**") that

(a) the notice of conveyance authorised for the securing of the claim of the Buyer to the transfer of ownership and issued for the benefit of the Buyer is entered in rank directly after the encumbrances specified in Clause 2 and named in Section II and III of the Land Register and those encumbrances in Section II and III of the Land Register, the entry of which the Buyer approved or on the entry of which the Buyer cooperated,

(b) all lien release declarations or cancellation notices for all of the encumbrances preceding the notice of conveyance and not acquired, and, irrespective of the following paragraph, the mortgage certificates. With respect to the lien release declarations or cancellation notices, only irrevocable trustee conditions may be issued to the Notary if they are not contrary to this Agreement and can be fulfilled by the respective individual purchase price.

The Seller shall produce the documents required for the cancellation of the not-acquired encumbrances, whereby it is sufficient with respect to the letter in regards to the mortgage entered in Section III of the respective Land Register if the notary, Dr. Ulf Schuler, with registered office in Frankfurt am Main ("**Depository Notary**") confirms to the presiding Notary that he has the original of each letter and he presents this to the Land Registry when the presiding Notary notifies the Depository Notary, by sending a copy of the discharge available to him from the trustee mandate of the creditor entered in Section III, that he has submitted the cancellation documents – with the exception of the mortgage certificate – to the Land Registry and applied for the completion of the release from security custody/cancellation accordingly ("**Notary Confirmation of Mortgage Certificate**").

It is known to the Parties in this connection that requests received earlier from other notaries to present the mortgage certificate to one or more other local court(s) also addressing the total mortgage can lead to delays for which the liability of the Seller is excluded. The Notary shall send, upon instruction by the Seller, a certified copy (or excerpt) of this Purchase Agreement Deed to the depository notary at the cost of the Seller and shall provide the depository notary with a copy of the application for release from security custody by fax as soon as the conditions for the submission of the application are met in accordance with the Notary's trustee requirements with respect to the mortgage lenders. The Notary shall note in the application for release from security custody that the Depository Notary has filed the mortgage certificate with the respective Land Registry through an engaged person and will also pick it up again after the completion of the release from security custody;

(c) the waiver declarations or the negative clearances of the city/municipality or the state with regard to all statutory pre-emptive rights are present;

(d) only with regard to the Individual Objects of Purchase Pursuant to Clauses 2.1 and 2.2 Seller 1 is entered as owner of the Individual Objects of Purchase pursuant to Clauses 2.1 and 2.2 in the Land Register;

(e) only with regard to the Individual Objects of Purchase according to **Appendix 12 of the Purchase Deed**: the waiver declaration for real pre-emptive property rights according to the list in **Appendix 12 to the Purchase Deed**, including the waiver of the pre-emptive right of the property owner in terms of the leasehold estate Chamerau is present or the Notary is notified within two months and one week after the receipt of his pre-emptive right request by the Party entitled to the pre-emptive right that no exercising of the pre-emptive right shall take place;

(f) only with regard to the Individual Object of Purchase Spiegelau: Presentation of the approval in terms of renovation law for the sale and for the Buyer's financing mortgage ordered for no later than one week after today's certification in accordance with Section 14, as well as for the lease agreement for the Individual Object of Purchase Spiegelau in accordance with **Appendix 19 of the Purchase Deed**;
if the assignment of the mortgage does not take place within one week, this precondition for payment shall not apply in this respect;

(g) only with respect to the Individual Object of Purchase Lenggries: Seller 1 is entered in the Land Register as the owner of the partial area of a neighbouring property of the Individual Object of Purchase Lenggries (**"Partial Area Lenggries"**) due to a notarised purchase agreement dated 30 October 2014, which was appended to this Property Purchase Agreement as **Appendix 3 to the Purchase Deed**, and is defined in more detail in this purchase agreement, and there is an addendum to the Lease Agreement with the tenant EDEKA Handelsgesellschaft Südbayern, according to which the tenant agreed to the right of way in accordance with **Appendix 10a to the Purchase Deed**.

(h) only with regard to the Individual Object of Purchase Ingolstadt: Presentation of the approval for the other partial owner of shop businesses, i.e. not the apartment owners, for the sale in accordance with Section 9 of Appendix I to the Declaration of Division dated 30 December 1986 (Deed no. 3794/1986 of the Notary Dr. Gastroph from Ingolstadt);

(i) only with regard to the Individual Object of Purchase Cham: There is a written confirmation from the tenant or an addendum to the lease agreement that the leased premises will be transferred in the condition according to the contract and no claims to contractual penalties shall be enforced with respect to the landlord for late transfer, or it is confirmed in the addendum to the lease agreement that such a contractual penalty was already paid.

The Parties make it clear that the presentation of the clearance certificate from the Tax Office, the immediate obtaining of which falls solely within the scope of the Buyer's duties and risk, is not a precondition for payment. In his letter to the tenant entitled to pre-emptive rights in accordance with the aforesaid letter (e), the Notary shall request that the tenant declare its consent to the transfer of the lease agreement to the Buyer. It will be expressly stated that such consent is not a precondition for payment.

5.3 **Payment**

The individual purchase prices (less any legitimate withheld amounts) shall fall due as follows:

(a) A first tranche of the individual purchase prices shall fall due on the last day of the month in which the Notary sent the respective Payment Notifications at least ten bank workdays before the last day of such a month, and the Buyer received these, and the added individual purchase prices for the Individual Objects of Purchase, for which the Notary sent the payment notifications at least ten bank workdays before the last day of the month, and the Buyer received, are at least 90% of the total purchase price – if the Individual Object of Purchase Lenggries is not yet owed – at least 80% of the total purchase price ("**First Payment Date**"). In the exercising of the pre-emptive rights, the individual purchase prices for the property with respect to which the pre-emptive rights were exercised shall continue to be considered as due with the preceding calculation. The First Payment Date shall not be before 28 February 2015;

(b) Any still remaining individual purchase prices that were not due on the First Payment Date shall be due collectively on the last day of the calendar month in which the Payment Notification for the entire remaining Individual Objects of Purchase were sent by the Notary at least ten bank workdays before the last day of the calendar month and received by the Buyer ("**Second Payment Date**"). The First Payment Date and the Second Payment Date are described individually as the "**Payment Date**";

(c) If the Second Payment Date does not occur by 30 June 2015, the individual purchase prices for all the Individual Objects of Purchase shall fall due on this date, in deviation from Clause 5.3(b); in this case, the Notary must have sent the respective Payment Notification at least ten bank workdays before 30 June 2015 and the Buyer must have received it;

(d) The remaining individual purchase prices shall fall due individually on the last day of the month in which the Notary sent the respective Payment Notifications at least ten bank workdays before the last day of the month in accordance with Clause 5.2, and the Buyer received them, whereby the right of withdrawal in accordance with Clause 14.3 remains unaffected.

5.4 Payment instructions / Bank account information

The Notary is hereby engaged to request the appropriate cancellation notices and letters from the cancelling mortgage lenders and to report the cancelled amounts, immediately notifying the Parties hereof.

When the respective purchase price tranches fall due in accordance with Clause 5.3, the Buyer is authorised and obligated to pay directly to the lenders, at the instruction of the Notary, the required amounts ("**Cancellation Amounts**") for the cancellation of the real property rights not acquired by the Buyer (and for the repayment of the underlying claims for the real property rights) in fulfilment of any requirements that the Notary has. The lenders are not entitled to any direct right from this arrangement. The cancellation amounts are to be offset against the respective individual purchase price. The Notary and the Buyer are not obligated to check the correctness and the legitimacy of the cancellation amounts required by the lenders. The Sellers assure that the individual purchase prices are sufficient for the complete payment of the cancellation amounts.

Otherwise, the purchase price is to be paid with a debt-release effect to a bank account specified by the Sellers.

5.5 Default

(a) The parties are in agreement that receipt of the Notary's confirmation in accordance with Clause 5.2 is a preceding event in terms of Section 286 (2) Cl. 2 of the German Civil Code (BGB); the Buyer is therefore in default if it does not make payment of the individual purchase price on time without requiring a reminder from the Seller.

(b) It is not the sending of the money, but rather the complete and contractual receipt as well as the irrevocable credit to the account of the Seller or the cancelling lender that is authoritative for the timeliness of payment. A deposit in an escrow account is not considered payment. If payments are not made punctually, the respective amount shall bear interest from the payment date at an annual amount of 9 percentage points above the base interest rate. Other rights and claims of the Seller remain unaffected.

(c) The Sellers must confirm in writing (fax is sufficient) to the Notary (with a copy sent to the Buyer) in each case when the individual purchase prices have been paid in full and in accordance with the Agreement.

(d) The offsetting as well as the enforcing of rights of retention or the rights to withhold performance with respect to the purchase price claim are excluded unless the offsetting or rights of retention or rights to withhold performance are based on uncontested or legally established (counter)claims.

5.6 Sales tax

(a) The Buyer guarantees that it is an entrepreneur in terms of Section 2 of the German Sales Tax Act (UStG) or will become an entrepreneur through the acquisition of the Individual Objects of Purchase and will acquire the Individual Objects of Purchase in full for its company and that it has the intention of continuing the leasing business.

(b) Against this backdrop and with regard to the fact that the Individual Objects of Purchase are largely leased and will be transferred together with the corresponding lease agreements, the following applies:

(i) The Parties are obligated to treat the deliveries of property with respect to the responsible tax offices as untaxable divestitures of a business in full (Section 1 (1a) of the German Sales Tax Act // UStG) in the corresponding advanced sales tax declarations and in the annual sales tax declarations for the responsible tax offices, and to report to the tax offices, if required, these contractual clauses and all the information required for assessing the taxes.

(ii) The Buyer shall continue the Seller's input tax adjustment periods as the overall legal successor of the Seller in terms of the sales tax under Section 15a (10) Cl. 1 of the German Sales Tax Act (UStG) as of the Effective Date.

(iii) The Seller shall provide the Buyer with all the information required for the completion of possible adjustments in accordance with Section 15a of the German Sales Tax Act (Section 15a (10) Cl. 2 UStG) and is obligated against this backdrop to place at the disposal of the Buyer immediately, but no later than within 20 bank workdays after the Effective Date all the documents and information which are available to the Seller and are required for the continuation and adjustment of the input taxes incurred in connection with the object of purchase (hereinafter referred to as the "Relevant Input Tax Volumes").

(iv) The Seller is obligated to release the Buyer from all negative adjustments to the relevant input tax volume if these adjustments are not triggered by measures taken by the Buyer. In turn, under the aforementioned conditions, the Buyer shall pay all the adjustments of the relevant input tax volume to the Seller if they are to the Seller's benefit.

The Parties shall inform each other immediately and in full about the statements made by the tax office responsible for the respective Party with regard to the acceptance or rejection of a business divestiture and cooperate in order to achieve the treatment of the process as a business divestiture in full.

(c) Even if the Parties assume business divestitures in full (Section 1 (1a) of the Sales Tax Act // UStG), the Parties shall agree to the following:

The respective Seller shall hereby absolutely waive the sales tax exemption on the property sales revenue (Section 4 No. 9a UStG) and hereby opts for sales taxes in accordance with Section 9 (1) and (3) UStG for the divestiture and delivery of the respective individual Object of Purchase, if the respective Individual Object of Purchase is leased subject to the value added tax of if, with regard to vacant space, there is an intention to lease it subject to the value added tax in a document form. It is the understanding of the Parties that the exercising of the option in accordance with this Clause 5.6(c) shall not take effect on account of the statutory precedence of the business divestiture in full in terms of Section 1 (1a) of the German Sales Tax Act (UStG) (see Clause 5.6(b)).

(d) This involves taxable property deliveries, so the following applies:

(i) The Parties are aware that the tax liability in accordance with Section 13b (5) Cl. 1 of the German Sales Tax Act (UStG) is transferred to the Buyer. The Buyer is obligated to calculate and report the sales taxes on the purchase price with regard to the option.

(ii) In accordance with Section 13b (5) Cl. 1 UStG, the Buyer is the debtor for the sales tax in the case governed here and will make these payments directly to the tax authorities (without deducting them from the purchase price pursuant to Clause 5.1). In this respect, the Seller shall issue the Buyer a proper invoice in accordance with Section 14 (4) and Section 14a (5) UStG (without disclosure of the sales tax and with reference to the Buyer's tax liability).

(iii) If the responsible tax office does not recognise in full or in part the waiver declared by the Seller with respect to the tax exemption due to a violation of Section 9 (3) Cl. 2 UStG, the Seller is authorised to clarify the tax exemption waiver at its own cost by having an addendum to the Agreement certified by a notary – if need be, in accordance with the requirements of the responsible tax office and to the greatest extent permitted by law. The Buyer is obligated to cooperate.

(iv) The Seller shall issue the Buyer a bill in accordance with Section 14 UStG, with consideration given to Section 13b (2) Cl. 3 UStG within two weeks after the request by Buyer.

(v) If the tax office responsible for the Seller is of the opinion that assets are transferred in a way that means Section 13b UStG is not applicable (particularly operating equipment or fixtures), the Seller shall be the debtor for the possibly incurred sales tax in accordance with Section 13a (1) Cl. 1 UStG. Incurred sales taxes that are owed by the Seller in accordance with Section 13a UStG increase the purchase price to be paid by the Buyer to the Seller commensurately. The Seller shall issue the Buyer a bill in accordance with the requirements of Section 14 UStG, with the separately reported sales tax in the bill issued for the property. The Buyer is obligated to pay the disclosed sales taxes to the Seller. The Seller shall send the Buyer, at the request of the Buyer, a bill that meets the requirements of Section 14 (4) UStG.

(vi) If and to the extent that the tax exemption waiver is not possible in accordance with Section 9 UStG because the Buyer is not an entrepreneur in terms of Section 2 UStG or violated one of the guarantees assumed at the outset in letter a) of this Clause 5.6, the Buyer shall reimburse the Seller for the damage arising therefrom and all other disadvantages.

(e) The Seller declares that it has fulfilled all the tax duties that are based on the operation of the Individual Objects of Purchase sold in this Purchase Agreement and will also continue to fulfil them so that the Buyer shall not be liable in accordance with Section 75 of the German Tax Code (AO) or Section 11 (2) of the German Real Estate Tax Act (GrStG). If the tax authorities nonetheless make the Buyer responsible in accordance with Section 75 AO or Section 11 (2) GrStG, the Seller shall release the Buyer. The Buyer is obligated to report the purchase of the objects of purchase within 15 bank workdays after the Effective Date to the responsible Tax Office. If the Buyer does not fulfil this obligation or does not does so punctually and the Tax Office may enforce claims against it, a claim with respect to the Seller shall be excluded.

(f) The Buyer’s claims to be released shall be due when the corresponding liability or tax notice is due for payment if the Buyer informed the Seller hereof in writing at least ten days before the respective payment date. Otherwise, they fall due, irrespective of possibly being owed on account of a corresponding liability or tax notice, no earlier than ten days after the Buyer sends the Seller written notification. The occurrence of binding effect is not required.

(g) If the Seller has discharged his release obligation, it is entitled to any reimbursements on account of the correction of relevant liability or tax notices, along with the interest.

(h) All claims of the parties shall expire in accordance with this Clause 5.6 (including the claims to settlement due to the input tax adjustment in accordance in accordance with Clause 5.6 (b) (iv)) eighteen months after the Effective Date.

6. PURCHASE PRICE SECURITY

6.1 Submission to compulsory execution

Due to its obligation to make payment of the total purchase price owed in accordance with Clause 5.1, the interest possibly owed in accordance with Clause 5.5, and the contractual penalty owed in accordance with Clause 14.3, the Buyer shall submit to immediate compulsory execution on the basis of this Deed with respect to its entire property. For the purposes of compulsory execution, in order to satisfy the requirement to state particulars in the compulsory execution proceedings, it is necessary to consider the interest in accordance with Clause 5 as owed from 1 February 2015. The Notary is irrevocably instructed by the Parties to issue an enforceable copy of this Deed to the Seller as of the payment date without requiring further proof of the matters forming the basis of the payment date. The burden of proof for the claims to which the Seller is entitled and the existence of the previously described matters in court proceedings does not change as a result; consequently, the statutory governing hereof remains in effect.

6.2 Deposit

The Buyer must deposit an amount **("Deposit Amount")**, prior to today's certification, totalling EUR 1,000,000.00 (the **"Down Payment"**) in the escrow account of the certifying Notary, IBAN: DE96 5085 0150 0000 7526 90, BIC: HELADEFlDAS at the Stadt- und Kreis-Sparkasse **("Escrow Account")**. For paying in and paying out the deposit amount, the Parties jointly and irrevocably instruct the Notary:

(a) The Deposit Amount secures the payment of the individual purchase prices proportionately to the ratio of the purchase prices for the Individual Objects of Purchase in accordance with Clause 3.1 to the Total Purchase Price for all the Individual Objects of Purchase.

(b) The respective deposit amount is to be paid by the Notary directly to the cancelling mortgage lenders on the Payment Date for the respective individual purchase price in accordance with Clause 5.3 as a portion of the cancellation amount according to Clause 5.4; the Parties hereby irrevocably instruct the Notary to complete this payout accordingly. The payout of the Deposit Amount on the Payment Date is initially deemed to be payment of the respective individual purchase price; in the event of forfeiture due to a contractual penalty in accordance with Clause 14.3, the down payment for the purchase price is deemed to be the settlement of the contractual penalty. Should this Agreement otherwise address the settlement of the individual purchase prices, then the individual purchase prices in each case are meant less the down payment attributable to them in accordance with the preceding letter (a).

(c) The respective deposit amount is to be returned to the Buyer if the requirements for the cancellation of the notice of conveyance in accordance with Section 15.4 are present without the case of the aforesaid letter (b) being present.

(d) In all other cases, the Notary may pay out the deposit amount only upon joint instruction by both Parties.

(e) The certifying Notary is instructed to invest the deposit amount in a way that makes it available on demand. The Buyer shall be entitled to the interest accruing on the deposit amount up to the occurrence of the conditions for payment. The Seller shall assume the costs of the escrow account.

7. EFFECTIVE DATE/TRANSFER OF OWNERSHIP, USE AND BURDEN

7.1 Effective Date

The Effective Date for the respective Individual Object of Purchase is the day (0:00) following the complete and contractual purchase price payment of the respective Individual Purchase Prices in accordance with Clause 5.3 (including any interest and less any contractually agreed withheld amount).

On the Effective Date, the ownership, risk, uses and the burdens and costs, the traffic safety obligations and all the obligations under public law related to the Individual Objects of Purchase (including the clearing and salt-strewing obligation), as well as the risk of accidental deterioration and accidental loss are transferred to the Buyer; Clause 8.8 remains unaffected hereby. The Buyer shall assume the rights and duties, without limitation, arising from the ownership of the Individual Objects of Purchase on the Effective Date, thereby replacing and releasing the Sellers. As of the Effective Date, the Buyer must release the Sellers from all obligations that arise from the ownership and possession of the Individual Objects of Purchase and their economic transition to the Buyer. The duties, charges and costs are billed between the Parties proportionately up to the Effective Date. The Buyer must immediately reimburse the Sellers for the charges and costs borne in advance by the Sellers for the period after the Effective Date or still to be borne, particularly the land tax.

Clause 10.1 shall apply additionally with regard to the lease agreements.

7.2 Transfer of leasehold estate agreement

(a) Effective on the Effective Date, the Buyer shall acquire the leasehold estate agreement (with respect to the Individual Object of Purchase Chamerau) with all its components, including the addendum, in each case with all the real property rights and duties and the rights and duties under obligation law (Schuldrecht), particularly and without limitation to the obligation to pay the leasehold estate rent to the owner. The leasehold estate agreement is contained in **Appendix 13 to the Purchase Deed.** The Buyer is obligated to impose owed obligations arising from the leasehold estate agreement on legal successors, obligating them in turn to further transfer.

(b) The Buyer subjects itself with respect to the owner of the property

(ii) due to its obligation to pay the annual leasehold estate rent in the current amount of EUR 14,295.72

(iii) due to the increases in amounts arising from the value guarantee clause in Section F, Clause 2 of the leasehold estate agreement

to immediate compulsory execution. A executable, excerpted copy is to be issued to the owner of the property, upon request, without proof of maturity. A reversal of the burden of proof is not connected with this.

7.3 Transfer of Declaration of Division

Effective as of the Effective Date with respect to the Individual Object of Purchase Ingolstadt, the Buyer shall acquire the Declaration of Division and the Community Policy, which are included in **Appendix 14 to the Purchase Deed**, with all the rights and duties as of the Effective Date. The Buyer is obligated, as of the Effective Date, to pay the levy to the administrator.

Likewise, the Buyer shall acquire all the rights and obligations from the co-owner meetings, effective on the Effective Date. The protocols from the last three years are included in **Appendix 15 of the Purchase Deed**. Additional authoritative obligations are not known to the Seller.

The Buyer is obligated to impose the obligations arising from this Property Purchase Agreement and the Community Policy and those not yet discharged on legal successors to ownership, obligating them in turn to further transfer.

7.4 Transfer of duties from purchase agreements

The duties listed in **Appendix 16 to the Purchase Deed** that arise from the purchase agreements connected with the Individual Object of Purchase are transferred to the Buyer, effective on the Effective Date. The Buyer shall release the Seller from any claim in this connection as of this point in time. The Buyer is obligated to impose the duties from the respective purchase agreement on legal successors to the ownership of the Individual Objects of Purchase by means of an obligation to transfer these purchase agreements if the obligations have not been settled.

7.5 Documents

The Sellers must hand over in full today, to the Notary, divided by Individual Objects of Purchase, the lease agreements in accordance with **Appendix 19 to the Purchase Deed** and the guarantee deposits in accordance with **Appendix 17 to the Purchase Deed** in original in full (the "**Original Documents**"), connected with the irrevocable trustee mandate:

(a) provide the Buyer with the original documents if the conditions for the transfer of ownership are present in accordance with Section 11.2;

(b) provide the original documents to the Seller if the notice of conveyance was not cancelled due to the non-execution of the Agreement.

The original documents were checked by the Buyer, but not by the Notary. They were packed in cardboard for certification and sealed by the Notary.

No later than 4 weeks after the Effective Date, the other documents, which the Sellers have and which are required for the future management of the Individual Objects of Purchase, will be handed over to the Buyer. The Sellers are authorised to retain copies of these documents or – if they must retain originals – give the Buyer copies and retain the originals.

The aforementioned documents, if the Sellers have them, must be handed over to the Buyer in original or in a certified copy, subject to the Seller's duty to retain the original.

For Individual Objects of Purchase, the Sellers have presented the Buyer with the energy certificates included in **Appendix 18 to the Purchase Deed.**

7.6 Development

The Individual Objects of Purchase shall be sold in the state of development existing at the respective Effective Date. Development fees in accordance with Section 127 (1) of the German Federal Building Code (BauGB), charges in accordance with Section 127 (4) BauGB, any settlement amounts in accordance with Section 154 BauGB, other fees and fee-like claims as well as adjoining property charges, including cost reimbursement claims and the appropriate costs for the connection of utility services (**"Development Costs"**) shall be born by the Sellers, in deviation from Section 436 of the German Civil Code (BGB) and independently of the fee duty under public law, if they relate to fixtures that have already been completed today and have been charged to the Sellers by this day in the form of delivery of such notices; otherwise, the Buyer shall bear the Development Costs. If prepayments made by the Sellers exceed the contribution amount to be covered by the Sellers, the Buyer shall be obligated to forward any repayment of the corresponding amount to the Sellers. The Parties shall release each other from any claim contradicting this arrangement internally. The Buyer must inform the Seller immediately in writing of any repayments. Clause 5.1 and 7.8 remain unaffected.

7.7 Assignment of guarantee claims

The Seller shall assign to the Buyer accepting this assignment, subject to condition subsequent and effective on the Effective Date, all the guarantee claims against third parties from and in connection with the management of the land ownership, particularly with respect the guarantee claims forming the basis of the guarantees listed in **Appendix 17 to the Purchase Deed** without liability for the content, assignability and enforceability of the claims. Clause 7.5 shall apply to the transfer of the guarantees listed in **Appendix 17 to the Purchase Deed**. This does not apply to claims that the Seller requires for the fulfilment of obligations under this Agreement.

7.8 Release from claims for reductions / Development Costs for Beratzhausen

The Seller shall release the Buyer from all claims of the tenants in the Individual Objects of Purchase Kissing and Neunburg for the period of time up to the Effective Date in accordance with Clause 7.1 to the extent that these claims are connected with defects complained about in **Appendix 22**. In addition, the Seller shall compensate the Buyer for the economic damage for a period of six months from the first Effective Date under this Purchase Agreement, if the Buyer incurs damage as a result of the fact that the Tenants enforce claims against the Buyer or reduce the rent due to these defects.

Furthermore, the Seller shall release the Buyer from any development and canal restoration costs billed by the city of Beratzhausen, if and to the extent that these are billed to the Seller or Buyer within six months after the first Effective Date under this Purchase Agreement.

The claims in accordance with this Clause 7.8 are limited to a total (gross) of EUR 30,000 and must be deducted from the withheld amount in accordance with Clause 5.1. The Buyer shall bear any additional damage, costs and expenses.

8. LIABILITY OF SELLERS

8.1 The Sellers provided the Buyer with information and documents on the Individual Objects of Purchase. These documents (including the Purchase Deed) are known to the Buyer – as is the actual condition of the Individual Objects of Purchase. The Buyer inspected the Individual Objects of Purchase carefully with experts and checked and examined the Individual Objects of Purchase, including the aforementioned information and documents – also in a legal, technical and economic regard – and the Buyer is aware of the condition and the other circumstances related to the Individual Objects of Purchase. The Buyer had sufficient opportunity to obtain answers to all its questions and inquiries related to the Individual Objects of Purchase, to inform itself, at its own responsibility, of all the circumstances connected with the objects of purchase, if these relate to the construction, use and management of the Individual Objects of Purchase, to gather information and documents that are significant for the legal, technical and economic evaluation of the Individual Objects of Purchase and their usefulness for the Buyer according to the standard criteria for such real estate. The Buyer confirms that its questions posed prior to the conclusion of this Agreement have been sufficiently answered and it asked everything that is important for its evaluation of the significance.

8.2 The Sellers have emphasised to the Buyer in particular that the buildings on the Individual Objects of Purchase are old building structures that are subject to wear. Furthermore, the Sellers have emphasised to the Buyer that there may be copyrights or other protective rights with regard to the Individual Objects of Purchase and the buildings located on them and thus limitations, e.g. in terms of structural changes as a result. The Seller explains that such matters are not known to it. The Seller shall assign, to the Buyer accepting this assignment, all the rights to which it is entitled in connection with the objects of purchase, effective on the Effective Date.

8.3 Accordingly, the Individual Objects of Purchase are purchased in their aged condition on the respective Effective Date if and to the extent that something to the contrary was not expressly agreed in this Deed. Rights and claims of the Buyer due to any defects of quality or title to the Individual Objects of Purchase are excluded if a liability of the Seller or a guarantee is not expressly agreed in this Agreement. This also relates to the claims from a breach of pre-contractual obligations and the liability for defects, deterioration and developments that only occur after inspection by the Buyer or after the conclusion of the Agreement. A quality guarantee in terms of Section 443 of the German Civil Code (BGB) or an independent promise of guarantee is not acquired from Sellers in any case. The Sellers shall not provide any guarantee or other liability, particularly not for the size, the properties or the quality of the Individual Objects of Purchase (including the buildings on them and their structure, the ability to renovate them, their usability and other forms of use, their licenses in terms of construction law, including the presence/proof/elimination of required parking spaces), the suitability of the Individual Objects of Purchase for a certain use or purpose, including their alteration or the lack of identifiable or concealed defects to the Individual Objects of Purchase. The Sellers shall also not provide any guarantee for the accuracy of the values reported for the fire insurance and in other insurance policies. The Parties are in agreement that the risk of future usability, rentability and/or construction feasibility for the Individual Objects of Purchase lies solely with the Buyer. And to the extent that the Buyer has disclosed its intentions to the Sellers in this regard prior to the conclusion of the Agreement, these are not the basis of the business in this Agreement.

8.4 The Buyer also knows in full the circumstances in accordance with Clause 3 and the fact books of Ashurst LLP, which are contained in the electronic data room. The Sellers also do not accept any liability or other initial obligation in this respect; the Buyer cannot derive any claims or rights – irrespective of the kind – with regard to the Sellers. The Buyer considered this in full in the purchase price calculation.

8.5 The Sellers provided the Buyer with information and documents on the Individual Objects of Purchase in the electronic data room. Both the Buyers and Sellers received a copy of the data room on DVD. The DVD shall be stored at the certifying Notary for a period of 3 years from the signing of the Agreement. The certifying Notary shall give the contractual Parties access to this DVD. The DVD serves as proof in the event that doubts arise about the extent or the content of the information that the Seller provided to the Buyer with regard to the Individual Objects of Purchase. The parties, however, remain entitled to prove that the Sellers should have provided the Buyer with more information and documents. After the expiration of the storage period, the Notary shall destroy the DVD if there is no other joint written instruction by the contractual parties.

8.6 The Sellers are not liable for the correctness and completeness of the information and documents that the Buyer received from the Sellers or third parties prior to the conclusion of this Property Purchase Agreement (including appendices to the Purchase Deed) if and to the extent such liability is not expressly agreed in this Purchase Agreement. This also applies to all other information that the Sellers or third parties provided prior to the conclusion of this Property Purchase Agreement (particularly information on the size of space, qualities of the space, evaluations of the Individual Objects of Purchase, etc.). The Seller, however, explains that it compiled the documents with the diligence of a prudent businessman.

8.7 The Sellers are not liable for contractual breaches or faults if the Buyer and/or its advisers had knowledge of the breaches of the Agreement or the defects or the underlying circumstances, matters or facts at the time this Property Purchase Agreement was certified. This also includes information or circumstances that resulted from the inspections of the properties, the appendices to the Purchase Deed or the inspection of the Land Register, other registers, agency documents or queries sent to agencies. In particular, the information, circumstances and matters contained in the appendices to the Purchase Deed are considered to be known to the Buyer. In all of these cases, the liability and initial obligation of the Sellers as well as the rights and obligations of the Buyer are excluded.

8.8 The Sellers are not liable for any deterioration in the Individual Objects of Purchase from the date of certification of this Property Purchase Agreement to the Effective Date if it represents solely normal wear, i.e. wear not requiring repair.

For deterioration of the Individual Objects of Purchase that exceeds this and occurs before the Effective Date, the Sellers are only liable to the extent that they, their legal representatives or a vicarious agent caused this deterioration intentionally or due to gross negligence. If the deterioration represents a case of damage, the Buyer is authorised to request an insurance payment from the Sellers; however in a liability case of the Sellers, the Buyer is only entitled to the elimination of the deterioration by the Sellers.

If an Individual Object of Purchase is significantly damaged e.g. through a fire, each Party is authorised to withdraw from this Agreement with respect to this Individual Object of Purchase. Damage is significant if the elimination costs more than 15% of the respective individual purchase price or takes longer than six months or there are other circumstances that – upon reasonable assessment – lead to another assessment of the object of purchase in terms of a capital investment, particularly because the fair value also remains more than insignificantly compromised after complete restoration, or one of the tenants uses the damage as a reason for premature termination of the lease agreement.

Other rights and claims of the Buyer due to any deterioration of the Individual Objects of Purchase are excluded.

8.9 The limitations and exclusions on liability governed by this Deed do not apply for the benefit of the Sellers

(a) for intentionally or maliciously concealed defects; the Sellers declare that they have not concealed any defects which are known to them and about which the Buyer would have expected information in light of their significance and the condition of the Individual Objects of Purchase; the Sellers declare, however, and emphasise to the Buyer that no current follow-up research, examinations or evaluations of the Individual Objects of Purchase and their conditions have been conducted or arranged;

(b) for liability due to damage arising from loss of life, bodily injury or damage to health if the Seller was responsible for the breach of obligation, and for other damage that is based on an intentional and grossly negligent breach of obligation by the Sellers;

the breach of obligations by the Sellers applies likewise to their legal representatives or vicarious agents. If and to the extent that there are no mandatory statutory rules in opposition, this Clause 8.9 shall not apply with regard to the agreements in accordance with Clause 8.4 and in cases where the liability of the Seller is expressly agreed in this Deed.

9. **ENVIRONMENTAL DAMAGE**

9.1 The Buyer inspected the Individual Objects of Purchase carefully, also with regard to any environmental damage, and examined and had the opportunity to obtain regulatory information of any kind. The Buyer is also aware of the circumstances with regard to Clause 3(a), and it considered all this in the purchase price calculation. The Sellers do not owe that the Individual Objects of Purchase are free of environmental damage. A liability and other initial obligation of the Sellers is excluded as long as the environmental damage was not maliciously concealed.

9.2 The Buyer shall release, without limitation, the Sellers from all obligations arising from claims under public or civil law and from all disadvantages on account of rights of agencies and/or third parties if they relate to environmental damage, particularly from claims to examination, monitoring, securing, renovating or disposing of such environmental damage and the costs connected with this, unless they maliciously conceal the environmental damage. If the Sellers are forced to carry out measures for examination, monitoring, securing, renovating or disposing under public or civil law, the Buyer must carry out these measures, including all the measures connected with this (e.g. information obligation with respect to the affected parties) at its own cost for the Sellers or reimburse the Sellers for the cost of carrying them out as soon as the Sellers request this of him.

9.3 The release in terms of Clause 9.1 and Clause 9.2 shall also apply for the benefit of those persons or companies that assume a responsibility of the Sellers due to environmental damage that has a legal basis under commercial or corporate law, and does so to the extent that these people or companies are directly entitled on account of this provision (Agreement for the benefit of third parties).

9.4 Any compensation claims of the Buyer with respect to the Sellers, their legal successors and the people and companies named in Clause 9.3 in accordance with Section 24 (2) of the German Federal Soil Protection Act (BBodSchG) and Section 9 (2) of the German Environmental Damage Act (USchadG) are ruled out.

9.5 Environmental damage is in particular damaging changes to the soil, suspected contaminated sites, inherited polluted areas and areas suspected of pollution in terms of Section 2 of the German Federal Soil Protection Act (BBodSchG) and hazardous or environmentally-hazardous material or preparations in or at the building in terms of Section 3a of the German Chemicals Act (Chemikaliengesetz), in both cases supplemented by the pertinent legal rules, administrative requirements and technical directives as well as all other soil, soil air, seepage, surface water and ground water pollution, pollutants, other disadvantageous changes in the water properties in terms of Sections 22 and 34 of the German Water Resources Act (WHG) and hazardous or environmentally-hazardous materials in and at building plants (such as asbestos, PCB, lindane), structural and technical equipment and parts of it that are in the ground (such as foundations), biological weapons and general weapons as well as waste.

9.6 In the case of the sale or other transfer of the Individual Objects of Purchase, the Buyer shall transfer the obligations in accordance with this Clause 9 to the legal successors and require them to likewise obligate their legal successors to subsequent transfer in each case. The obligations are to be assumed by the respective legal successors as a contract for the benefit of the Sellers (Section 328 of the German Civil Code // BGB).

9.7 The agreements in this Clause 9 represent a subset of the liability that is agreed otherwise in Clause 8. For this reason, in particular, the agreements in Clause 8.7 and Clause 8.9 shall apply additionally and accordingly, also with regard to the rules and circumstances arranged in this Clause 9.

10. LEASE AGREEMENTS

10.1 The Buyer shall acquire the lease agreements for the Individual Objects of Purchase, as included in **Appendix 19 to the Purchase Deed**, and release the Sellers at the respective Effective Date if these lease agreements have not yet ended. The Buyer knows that parts of the Individual Objects of Purchase have not yet been leased. Furthermore, the Buyer shall acquire, on the Effective Date, any lease agreements that have been concluded with the written consent of the Buyer (future) and release the Sellers.

10.2 The Sellers and the Buyer are obligated to act as if the lease agreements acquired by the Buyer in accordance with Clause 10.1 would have been transferred to the Buyer on the respective Effective Date in total. In terms of the circumstances described in the preamble (B), this obligation does not establish any legal obligation of the Sellers to place the Buyer in the legal position of the landlord if the transfer of the lease agreements to the Buyer does not occur for legal reasons. To this extent and in this framework, the Sellers hereby assign their claims arising from the lease agreements acquired in accordance with Clause 10.1, subject to a condition subsequent of validity from the respective Effective Date, to the Buyer accepting this. The assignment shall take place subject to condition subsequent of withdrawal from this Agreement or other rescission or non-execution of it. The Buyer releases the Seller from all rights and claims of the tenants and future tenants that relate to the period after the Effective Date. The Sellers shall inform in writing the tenants and any future tenants – in coordination with the Buyer – immediately after the crediting of the purchase price to their account about the sale of the Individual Object of Purchase, the assignment of claims in accordance with this Clause 10.2, the change in landlords based on it and the forthcoming change in owners, and request that they make payment to the Buyer effective as of the respective Effective Date. The Buyer shall provide all the information required for obtaining the input tax deduction and declare the leasing income from the Effective Date as its own sales revenue in its sales tax declaration.

Since there is a high degree of likelihood that the tenants will still make the owed monthly payment (erroneously) to the Seller after the date of transfer despite notification, the Buyer is authorised to retain EUR 295,979.00 of the total purchase price (i.e. one gross monthly payment from all lease agreements acquired). The Parties shall deduct the gross monthly rents the Seller actually receives for the first month after the date of transfer from the retained amount. If and to the extent that the first payment is made directly to the Buyer, the Buyer must pay out the corresponding amounts immediately to the Seller.

10.3. Claims with respect to the tenants and any future tenants for rent and common charges as well as for other payments for the period up to the Effective Date (exclusively) remain with the Sellers just as the Sellers remain obligated to satisfy any claims of the tenants and any future tenants for the period up to the Effective Date (exclusively); as of the Effective Date, the Buyer is obligated accordingly. The Buyer is entitled to the claims to rent and common charges for the period after. The parties are in agreement and state for the sake of clarity that the respective one-off payments of the additional rent by the tenant EDEKA Handeslgesellschaft Südbayern mbH in accordance with Section 5 (2) of the lease agreements with EDEKA Handeslgesellschaft Südbayern mbH shall be made in full to the Seller, and the Buyer does not have any right to partial payout. The same applies to the leasing of the solar power plant. The Parties shall release each other from any claims that contradict the preceding division. The bill for common charges in 2014 is the responsibility of the Sellers and shall be issued by the Sellers on their own and completed with respect to the tenants by 31 December 2015. The bill for common charges in 2015 as well as the following calendar years shall be issued by the Buyer in coordination with the Sellers and shall be completed with respect to the tenants and any future tenants.

Internally, the Parties agree that – if not already included in Clause 7.1 – all the common charges for the Individual Objects of Purchase (including public sector fees, charges, etc.) as well as vacancy costs for the period from 1 January 2015 to the Effective Date (exclusively) shall be billed by the Sellers proportionately and divided between the Sellers and the Buyers and internally settled.

10.4 The rental deposit paid by the tenants can be seen in **Appendix 20 to the Purchase Deed**. The Seller has the originals of the deeds in question, and the cash deposits are managed properly by it. Rental deposits may no longer be acquired by the Seller.

The Parties are aware that the tenants can lay claim to a return of the rental deposits upon termination of the respective lease agreement if the security is not returned to the tenant by the Buyer or its successor. Against this backdrop, the Parties agree that the Sellers will request of the affected tenants, by the Effective Date, the issuing of a written declaration in which the respective tenant declares it is in agreement with the transfer of the existing rental deposits to the Buyer and waives its right to claim the return of the deposit by the Sellers. If the tenants issue such a declaration, the Sellers shall transfer the corresponding rental deposits (to the extent that they were not claimed from the Sellers by the Effective Date) to the Buyer within four weeks after the respective Effective Date. If the tenants have not issued such a declaration by the Effective Date or refused their consent, the Sellers are authorised to return the corresponding rental deposit to the respective tenant, however only with an explicit reminder that the return of the rental deposit does not entail a waiving of the deposit requirement.

10.5 The Sellers shall not assume any liability or initial obligation in connection with the tenants and the lease agreements, subject to explicit provisions otherwise in this Agreement, in particular they shall not assume any liability or initial obligation with regard to (i) the effectiveness and enforceability as well as the continuation of the lease agreements and the individual provisions thereof; (ii) the observance of the legal written form, (iii) the proper fulfilment of the lease agreements; (iv) the solvency of the tenants. The Buyer considered this in the calculation of the purchase prices.

10.6 The Sellers are authorised, but not obligated to continue the new leasing of the Individual Objects of Purchase up to the Effective Date within the framework of orderly management. The conclusion of new lease agreements and the amendment of existing ones requires the written approval of the Buyer, however.

10.7 The Buyer is obligated to grant the contractually agreed rights from the acquired lease agreements with respect to the Sellers and the tenants. The Buyer is obligated to release the Seller from any claim within the scope of Section 566 (2) of the German Civil Code (BGB) or Section 566a BGB. In the case of a sale or other transfer of the Individual Objects of Purchase, the Buyer shall transfer these obligations to the legal successors and require them to likewise obligate their legal successors to subsequent transfer in each case. The obligations are to be assumed by the respective legal successors as a contract for the benefit of the Seller (Section 328 of the German Civil Code // BGB).

10.8 The Sellers hereby empower the Buyer, subject to the condition subsequent on the Effective Date that all the rights from the lease agreements have been enforced from the Effective Date, including the right to give notice of termination and to amend the lease agreements and to conclude them. At the request of the Buyer, the Sellers are to issue corresponding written powers of attorney in the amount desired by the Buyer in separate deeds.

10.9 If the tenants make payment to the Seller for periods after the Effective Date, the Seller shall immediately pay these out to the Buyer if this is not already covered by the provision in Clause 10.2.

11. PROPERTY-RELATED AGREEMENTS

11.1 The Buyer shall acquire the agreements or obligations included or named in connection with the Individual Objects of Purchase and in **Appendix 21 to the Purchase Deed ("Property-related Agreements")** by entering into these contracts or obligations as of the Effective Date, with a discharging effect for and a releasing of the Sellers. The encumbrances on the Individual Objects of Purchase arranged in the agreements acquired by the Buyer shall also be acquired by the Buyer with the release of the Sellers. The Sellers are entitled to any rights and claims relating to the period up to the Effective Date.

11.2 The Buyer is obligated with respect to the Sellers, as of the Effective Date, to fulfil the obligations arising from the contracts acquired by the Buyer for the period after the Effective Date and to release the Sellers from all claims by the respective contractual partners in this regard.

11.3 The Buyer is obligated to impose, upon a buyer of the Individual Objects of Purchase in the event of a future sale, the obligations from Clauses 11.1 to 11.2 with the respective duty to transfer these obligations if the property-related agreements set forth such an obligation and this has not yet taken place.

11.4 The Sellers and the Buyer are obligated – if required – to coordinate the property-related agreements acquired in accordance with Clause 10.1 and to support each other in the transfer of these agreements to the Buyer, particularly with regard to the respective contractual partners in each case. The Sellers and the Buyer are obligated to act as if the agreements acquired by the Buyer would have been transferred in total to the Buyer on the Effective Date, also with respect to those agreements where the respective contractual partner objected to the transfer to the Buyer. If a contractual partner objected to the transfer of the agreement, the Sellers shall terminate the agreement at the next possible date. The Parties act internally as if the transfer of the agreement to the Buyer had taken place.

12 INSURANCE

The Sellers shall ensure that any insurance taken out for the object of purchase shall not be terminated before the Effective Date. The Buyer is reminded that it must obtain its own insurance for the object of purchase from the date of transfer.

13 ASSIGNMENT OF MORTGAGES

13.1 For the purpose of the purchase price financing, the Sellers shall grant the Buyer, with release from the limitations of Section 181 of the German Civil Code (BGB), the right to issue substitute power of attorney, to encumber the Individual Objects of Purchase – by declaration before the Notary – with mortgages in any amount plus up to 0% interest annually from the date of permission and a one-off ancillary payment of up to 10%, and to subject the owner of the Individual Objects of Purchase to immediate compulsory execution with respect to the charged Individual Objects of Purchase and to approve and file for changes in rank and to issue and accept all other declarations required for the encumbrance of the Individual Objects of Purchase.

13.2 The power of attorney is limited to the extent that of it (i) use may be made before the certifying Notary, his partner or representative or successor in office and also only if (ii) the mortgage lender is a licensed European bank with its registered offices in Germany, and (iii) the following provisions arranged by the participants now are included in the mortgage assignment deed; and consideration of this limitation is not to be proven to the Land Registry:

(a) Collateral arrangement

The mortgage lender may only utilise or retain the mortgages as collateral if it actually made payments with a repayment effect for the purchase price debt of the Buyer. Until full and contractual payment of the respective individual purchase price, the mortgage only serves as collateral for the individual purchase price actually to be paid to the Seller, which was taken out as a loan from the mortgage lender as the financing bank and may not be used beforehand for the securing of other liabilities (not even for discounts and/or accruing interest).

The mortgage lender, in the event of withdrawal from this Agreement or in the case of rescission or failure of this Agreement for other reasons, must transfer the cancellation notices for the mortgages, unconditionally, in a form suitable for the Land Register, to the Seller step by step in return for repayment of the individual purchase prices respectively received from the Seller up to then (not including the interest accruing on this) at its own cost.

All other declarations of purpose, collateral agreements and utilisation agreements within or outside of this Deed shall apply only as of the respective transfer of property. From this point in time, they shall apply to and with respect to the Buyer as the new provider of collateral.

(b) Payment instruction

If the individual purchase prices are not to be used otherwise for the release of the Individual Objects of Purchase from the entered encumbrances, the payments are to be made solely to the account provided by the Sellers in accordance with Clause 13.2(a).

(c) Personal payment obligations, costs

The Sellers shall acquire no personal debt obligation/liability or payment obligations in connection with the mortgage assignment.

The Buyer is obligated to release the Sellers from all costs and other consequences of the mortgage assignment.

(d) Continuation of mortgages

The assigned mortgages may also remain after the transfer of ownership to the Buyer. All ownership rights and claims to restitution that are connected with them shall be transferred hereby, effective from the respective transfer of ownership to the Buyer. A corresponding entry in the Land Register is approved.

and (iv) the mortgage lenders have confirmed in writing to the Notary that they have knowledge of the instruction from the Buyer in accordance with the following Clause 13.3 and confirmed this and otherwise considered the preceding collateral arrangements and payment instructions.

13.3 The Buyer irrevocably instructs the mortgage lenders to make the payout in accordance with the payment conditions agreed in this Purchase Agreement upon maturity. The Sellers and the Buyer agree that in their relationship between each other the payments of the mortgage lenders made by the Buyer to the Sellers are to be viewed independently from the validity of the underlying loan agreements as payments of the Buyer for its purchase price debt. The Buyer hereby issues a corresponding irrevocable allocation of repayment that the Sellers accept.

13.4 The Notary certifying these mortgages is irrevocably instructed to enter such mortgages and to produce copies and certified duplicates of the deeds on the assignment of the mortgages only after the respective mortgage lender confirmed in writing to him that it has knowledge of the instructions of the Buyer in accordance with Clause 13.3 and confirmed this and otherwise considered the preceding collateral arrangements and payment instructions.

14. WITHDRAWAL

14.1 **1. Reason for withdrawal**

Each Party can withdraw from the Agreement in total if the First Payment Date in accordance with Clause 5.3(a) was not complied with by no later than 31 May 2015, and this was not due to the withdrawing Party.

14.2 Each Party may withdraw from the Agreement only with regard to the respective Individual Objects of Purchase for which the Notary did not send the Payment Notification in accordance with Clause 5.2 by no later than 30 June 2015, and the withdrawing Party is not at fault for this.

14.3 **Reason for withdrawal by the Seller / Contractual penalty**

(a) If the Buyer defaults in payment of an individual purchase price in full or in part, the Sellers may withdraw from the Property Purchase Agreement – if they set a payment deadline of two weeks in writing with the threat of withdrawal – with respect to the affected Individual Object of Purchase. The right to withdrawal shall only not apply if the Buyer paid, pursuant to the Agreement, the full individual purchase price plus interest in accordance with Clause 5.5(b), less the contractually agreed withheld amount by the two week deadline for payment; Section 323 (5) of the German Civil Code (BGB) shall not apply. In the case of withdrawal, the claim of the Buyer to the execution of this Property Purchase Agreement shall lapse.

(b) The Sellers are entitled, in the exercising of the aforementioned right of withdrawal, to claim a contractual penalty on account of improper fulfilment (Section 341 (1) of the German Civil Code (BGB) in the amount of the sum attributable to the respective Individual Object of Purchase in accordance with Clause 6.2.4. The contractual penalty, however, shall be credited to any other damage compensation claims and to default interest. Other rights and claims of the Sellers remain unaffected. The Seller does not need to reserve the contractual penalty upon acceptance of the payment (Section 341 (3) of the German Civil Code (BGB)). Other rights and claims of the Seller remain unaffected.

14.4 **Exercising of pre-emptive right**

Should the municipality or other parties entitled to a pre-emptive right make use, for example, of the right of first refusal to which they are entitled at one or more Individual Objects of Purchase, the Parties are authorised to withdraw from this Agreement in regard to the Individual Object of Purchase for which the right of first refusal is exercised (in full or in part). For this case of exercising a right of first refusal, the Sellers shall transfer their claims from the Agreement with the respective parties entitled to the pre-emptive right to the Buyer in this regard to the extent that the Buyer already made the purchase price payment for the affected Individual Object of Purchase. The Buyer shall accept the assignment and waive the right to enforce any rights and claims with respect to the Sellers on account of the exercising of the right of first refusal and withdrawal.

In particular, the rights of withdrawal or the damage compensation or expense compensation claims of the Buyer with respect to the Seller – including a withdrawal right with regard to the Individual Object of Purchase for which no right of first refusal was exercised – are excluded in such a case.

If a right of first refusal is exercised only with respect to a part of one or more Individual Objects of Purchase, which is not developed with leasable building space (buildings), the Buyer shall continue to be obligated – if no Party has withdrawn in accordance with the preceding clause – to pay the entire purchase price in accordance with this Agreement. In return, the Sellers shall assign to the Buyer the claims to the payment of the respective purchase price or the statutory compensation with respect to the parties entitled to the pre-emptive right. To the extent that the pre-emptive right is exercised (i) the Sellers will be released from their payment obligations with respect to the Buyer and (ii) the payment conditions in accordance with Clause (c) and (e) (negative certificate) shall not apply. Further claims, particularly a right of withdrawal or damage compensation or expense reimbursement claims of the Buyer with respect to the Sellers are excluded in such a case.

14.5 **Processing**

The withdrawal is to be declared in writing to the Notary and shall take effect upon receipt of the declaration by him. Damage compensation claims of the Seller remain unaffected by the withdrawal.

The reimbursement of any purchase money paid shall take place step by step in return for the issuing of the Land-Register-suitable cancellation notices concerning the priority notice and the financing mortgage of the Buyer.

15. NOTICE OF CONVEYANCE, OTHER LAND REGISTER APPLICATIONS

15.1 To secure the claim of the Buyer to assume ownership of the bought Individual Objects of Purchase (the sole entitlement to the leasehold estate with regard to the Individual Object of Purchase Chamerau), a

priority notice

in accordance with Section 883 of the German Civil Code (BGB) is approved and filed by the Sellers for the Buyer's benefit in the Land Register.

The entry of the priority notice shall be applied for immediately.

15.2 The cancellation of this priority notice is approved and filed today by the Buyer step by step with the transfer of ownership, assuming that no interim entries are made without the approval of the Buyer and no uncompleted applications are present.

15.3 The Sellers **file** for the cancellation of all encumbrances in Section III of the Land Register.

15.4 The Sellers want to be ensured that the notice of conveyance shall be cancelled immediately in the event that this Property Purchase Agreement is not executed. For this reason, the Notary shall be hereby irrevocably empowered, authorised and ordered by the Buyer and Seller to have the approved notice of conveyance cancelled again in accordance with Clause 15.1 and to approve the cancellation of the notice of conveyance in the name of the Buyer and present it to the Land Registry for completion if

(a) the Sellers requested of the Notary the cancellation of the respective priority notice in regard to the affected Individual Objects of Purchase in writing and presented to the Notary a written declaration of withdrawal from the Buyer;

(b) the payment conditions to be monitored by the Notary are present and

(i) the Seller declared in writing with respect to the Notary that the Buyer is in default with the payment of the individual purchase price and the Seller has therefore withdrawn from this Agreement;

(ii) the Notary reminded the Buyer in writing that the Buyer shall file the cancellation application at the Land Registry after 10 bank business days; and

(iii) the deadline named in letter (ii) has expired without a different joint instruction being issued to the Notary by the Parties or a court ruling.

The limitations in the power of attorney shall only apply internally. Externally, the power of attorney is unlimited. The power of attorney shall not be terminated by the death of the principal and not dependent on the validity of this Agreement. The power of attorney can be transferred. It expires upon complete execution of this Agreement in the Land Register.

16. CONVEYANCE

The Sellers and the Buyer are in agreement that the ownership of the Individual Objects of Purchase (the ownership of the leasehold estate with regard to the Individual Object of Purchase Chamerau) shall be transferred to the Buyer. The Sellers approve and the Buyer files for the respective transfer of ownership in the Land Register.

The Notary is instructed to provide the Buyer with a copy containing the conveyance or a certified duplicate of this deed only after the respective individual purchase price (including interest and ancillary payments, less the contractually agreed withheld amount) has been paid. This payment must be proven to the Notary by written confirmation either from the Sellers or the bank handling the transfer for the Buyer and the recipient bank.

17. NOTIFICATIONS

17.1 Declarations or notifications under or in connection with this Agreement should be sent to the following addresses:

(a) For the Seller

Ashurst
Attn. Attorney Marc Bohne, Attorney Liane Muschter or Attorney Peter Junghänel
Bockenhelmer Landstr. 2 - 4
60306 Frankfurt am Main
Germany

Phone: +49 (0)69 971126
Fax: +49 (0)69 972 05 220

The Seller shall empower Attorney Marc Bohne, Attorney Liane Muschter and Attorney Peter Junghänel, each individually, to receive notifications and declarations in connection with the execution of this Deed, particularly the payment notification of the Notary, effective with respect to the Seller.

(b) For the Buyer

Attn.

McLafferty Asset Management
Attn. Remin Rabeian
Maximilianstr. 47
80538 Munich
Germany

Phone: +49 (0) 89 24216 980
Fax: +49 (0) 89 24216 9829

18. OTHER

18.1 **Antitrust filing**

The Buyer guarantees the Sellers that for this purchase it is not necessary to file for and request approval from the German Federal Cartel Office in accordance with Section 35, 39 of the German Act against Restraints of Competition (GWB) prior to completion. The Buyer releases the Sellers from all the disadvantages, including any fines, if the guaranteed non-filing obligations or the not-required approval are inaccurate or not present.

18.2 **Expiration**

All rights and claims of the Buyer from and in connection with this Property Purchase Agreement, particularly due to any defects of quality or title, as well as taxes in accordance with Clause 5.6 shall expire 18 months after the Effective Date. The claim to a transfer of ownership shall expire 10 years after the Effective Date. If and to the extent that mandatory statutory rules – particularly with regard to the claims of the Buyer due to malice, intentionally unethical damage or deliberately unlawful acts or violations of obligations – are in contradiction to this, the relevant statutory expiration periods shall apply.

18.3 **Confidentiality**

The Parties are obligated to treat as strictly confidential the content of this Property Purchase Agreement (including all its appendices) and the knowledge that they received in connection with the negotiations and the conclusion of this Property Purchase Agreement, and must preserve the absolute secrecy of this information and knowledge with respect to third parties unless they are obligated to disclose it on account of a regulatory requirement.

The Sellers and the Buyer shall jointly coordinate the conclusion of this Property Purchase Agreement with respect to notification of the public. Press releases may only be made after joint approval by both Parties.

18.4 **Waiver**

A non-exercising (also in part) of rights arising from this Agreement does not mean that the Parties waive such a right or forfeit it; likewise, a one-time or only partial exercising of a right does not exclude another exercising of this or another right in the future.

18.5 **Amendments and addenda to this Purchase and Transfer Agreement**

Amendments and addenda to this Agreement – including this Clause 18.5 – must, if they do not have to be certified, be in writing to be effective. There are no oral ancillary agreements.

18.6 **Partial invalidity**

Should one or more requirements in this Agreement be void, ineffective or unenforceable, this shall not affect the validity of the other clauses. The Parties are obligated to replace the invalid, ineffective or unenforceable clauses through valid, effective and enforceable clauses that come closest economically to what the Parties wanted. This also applies if there are loopholes. The Parties are aware of the ruling by the German Federal Supreme Court on 24 September 2002, KZR 10/01. Nonetheless, it is the explicit will of the Parties that this clause shall not reverse the burden of proof, but rather Section 139 of the German Civil Code (BGB) is expressly waived hereby.

18.7 **Interpretation**

The headings included in the Property Purchase Agreement are solely intended for greater orientation with respect to the content of the subsequent text. They are not to be regarded in the interpretation of this Property Purchase Agreement. Rather, solely the contractual text without its headings is authoritative for this.

18.8 **Transfer**

The Sellers are authorised to transfer individual rights or all rights from this Property Purchase Agreement to Barclays Capital Mortgage Servicing Limited, London.

The Buyer is not authorised to transfer, assign or pledge its claims from this Agreement, particularly its claim to transfer of ownership or the notice of conveyance entered for its benefit, and its claim to conveyance without approval in writing from the Sellers prior to complete payment of the total purchase price, with the exception of usual assignments as part of third-party financing.

18.9 **Attribution**

If it depends solely on positive knowledge or positive non-knowledge of the Seller in connection with this Property Purchase Agreement, solely the positive knowledge or the positive non-knowledge of Mr. .Henning Heinemann and Mr. Leo Weiner who dealt with this Property Purchase Agreement is authoritative. The positive knowledge or the positive non-knowledge of third parties is not authoritative and cannot be attributed to the Seller.

If this is not absolutely required by law, the Sellers are not liable jointly and severally to the Buyer, and the Buyers also not to the Sellers from and in connection with this Agreement.

18.10 **Inspection right**

The Sellers or a third party engaged by them are also entitled after the Effective Date to inspect and check the Individual Objects of Purchase, including existing buildings, plants and fixtures at any time after making an appointment, and also to take measures that are required for the securing of proof within the bounds of law.

18.11 **Place of jurisdiction**

The place of jurisdiction for all disputes from or in connection with this Agreement is Frankfurt am Main, if there is no sole place of jurisdiction.

19. POWER OF ATTORNEY / NOTARY INSTRUCTION

19.1 **Power of attorney**

(a) The Parties empower the notary clerks at the presiding Notary, namely Mr. Christian Meyer, Ms. Sabine Scheichen-Ost and Ms. Lore Metzner, each for themselves alone and with a release from the limitations of Section 181 of the German Civil Code (BGB), the right to issue substitute power of attorney, to file all declarations and applications as well as amendments and supplements to this Deed, which are required for or serve the purpose of completing this Agreement in the Land Register. All agents authorised by power of attorney are also authorised to issue, for all contractual Parties, identity and verification declarations, conveyance and agreement declarations as well as all declarations, approvals and applications that are required for the completion of the change in ownership in the Land Register.

The Sellers also grant encumbrance authorisation, with the same content, in accordance with Clause 13.1, to the notary clerks of the presiding Notary:

Mr. Christian Meyer,
Ms. Sabine Schleichen-Ost and
Ms. Lore Metzner,

each individually and with release from the limitations of Section 181 of the German Civil Code (BGB).

The named authorised agents are also empowered to issue acknowledgements of debt for the Buyer within the scope of Clause 13.1 and to subject it to immediate compulsory execution and also to designate the purposes of collateral for this, and to issue all declarations connected with this in general. The power of attorney also includes the right to agree to the mortgage assigned on account of the power of attorney as a result of the prioritised notice of conveyance for the Buyer as entitled Party.

The power of attorney shall expire on the day the conveyance is entered in the Land Register. Use of the powers of attorney may only be made before the presiding Notary or his official representative or successor in office.

(b) The Notary is engaged and authorised to complete this Agreement and do everything required to make this Deed effective for all the Parties.

The Notary is authorised to file the applications from this Deed in a limited form or separately and to withdraw them. The Notary is also authorised to correct any incorrect aspects or inconsistencies in the Land Register and in the designation of the plot by himself.

The Notary is authorised to obtain and use the clearance certificate from the tax office, required regulatory licenses and negative tests on the non-existence of pre-emptive rights or lacking permits. He is authorised to accept approvals of any kind for each Party, to store them and to notify one Party in the name of the other and to inform all participants thereof.

With respect to the partial areas of property acquired by the Seller in Lenggries, the authorised agents are also empowered to recognise the result of the survey after the official survey results (evidence of continuation), to declare and accept the conveyance and to file all related applications, including splits and mergers of parcels, which are required for entry of this deed in the Land Register and for the evidence of continuation.

19.2 **Notary instruction**

The Notary is engaged to obtain and make use of all approvals, including approvals from third parties, the required documents for release from encumbrance and all the regulatory notices required for the completion of the Deed, particularly the non-exercising declarations due to pre-emptive rights under civil or private law and the clearance certificate from the tax office.

The Notary is also instructed jointly by the two Parties to enter the change of ownership after payment of the respective individual purchase price, including interest and ancillary payments, less the contractually agreed withheld amount has been proven to him. Before this, he shall not issue, to the participants, any copies or certified duplicates of this Deed that contain the conveyance. The Parties expressly waive their own application right. The Seller is obligated to issue a confirmation for the payment of each individual purchase price separately and immediately after the receipt of the individual purchase price. The Buyer is authorised to render payment of the individual purchase prices by presenting a bank confirmation of the bank transferring the purchase price and the recipient bank.

19.3 **Shareholders' resolution**

Shareholder 1 is the sole shareholder of Seller 1. By waiver of all formal requirements under law and the articles of association for the convening and holding of a shareholders' meeting, the shareholder hereby holds an extraordinary shareholders' meeting of the company and adopts the following resolution unanimously: The shareholders hereby agree to the conclusion of this Property Purchase Agreement. The shareholders' meeting ends thereupon. Other resolutions are not adopted.

Shareholder 1 and Shareholder 2 are the sole shareholders of Seller 2. By waiver of all formal requirements under law and the articles of association for the convening and holding of a shareholders' meeting, the shareholder hereby holds an extraordinary shareholders' meeting of the company and adopts the following resolution unanimously: The shareholders hereby agree to the conclusion of this Property Purchase Agreement. The shareholders' meeting ends thereupon. Other resolutions are not adopted.

20. **INSTRUCTION, EXECUTION**

The Notary explained

(a) that the ownership shall be transferred only after transfer to the Buyer in the Land Register and this depends on the presentation of a clearance certificate from the tax office due to the land transfer tax and the proof of non-exercising or non-existence of the municipal pre-emptive right which the Notary explained,

(b) that under certain conditions, in the exercising of a pre-emptive right, the amount to be paid can be limited to the fair value of the property and, in the exercising of a pre-emptive right, there can be a statutory right of withdrawal for the Seller,

(c) that there is statutory joint and several liability of the participants for the land transfer tax and the costs, without consideration of the contractual arrangement;

(d) the content of Section 311 b and Section 125 of the German Civil Code (BGB) according to which the non-certification of the contractual agreements or only a part of them raises questions about the form validity of the entire Agreement; the Parties declare that other agreements than those certified here have not been made;

(e) that he has not provided any tax advice;

(f) the consequences of the exclusion of guarantee and the legal consequences of the environmental clauses to the Buyer; and

(g) content of the German Data Protection Act;

(h) that the object of the Agreement is liable for the encumbrances entered in the Land Register until release; for the development fees, for fees according to the German Municipality Fee Act (Kommunalabgabengesetz), and for arrears in terms of land taxes and other public sector fees according to municipal articles of association, independently of the agreements that the Parties made between each other in this Agreement, with the consequence that under circumstances claims against the Buyer can be made twice.

The presiding Notary explained, with regard to the ownership of the property in Sehmatal (Saxony), the importance of additionally applicable use rights in accordance with the Swiss Civil Code (ZGB) and other requirements from the former GDR, and that on account of these use rights mean that already built or still-to-be-built buildings may not belong to the owner of the property, but rather as a rule, among others, to the party entitled to the right of use in accordance with Section 295 of the Swiss Civil Code (ZGB) and the possibility of not-entered real rights in accordance with Section 8,9 of the GrundbuchberG.

The Seller explains that it does not know of any retransfer claims of third parties, co-use rights or separate building or structure ownership.

21. **COSTS, COPIES**

21.1 **Costs**

(a) The Buyer shall bear the costs of certification and the execution of this Property Purchase Agreement, including the Purchase Deed, as well as the costs for the financing mortgage. If the Buyer did not acquire the encumbrances of the Individual Objects of Purchase, the Seller shall bear the costs of their cancellation. The costs of cancellation for the not-acquired encumbrances also include (i) the share of the notary execution fees that would not be incurred without the order for the Notary to obtain the cancellation documents for the cancellation of the mortgages and (ii) the trustee fees of the Notary that are connected with the acceptance of the cancellation notices. The Seller shall bear the costs of the escrow account and the depository notary.

(b) The Buyer shall bear the land transfer taxes.

(c) The Buyer is required to pay the Notary, court and register costs as well as the land transfer taxes that it owes in each case separately. If the Buyer files an appeal with regard to the tax notice in question, it must provide a security to the tax office for the required land transfer tax within two weeks after receipt of the land transfer tax notice.

(d) Each Party bears the costs of the advisers it engages.

(e) The respective Party that triggered the costs for power of attorney confirmations, approvals and similar documents (e.g. by their absence at a certification meeting) shall bear these costs.

21.2 **Copies and duplicates**

Three copies of the Deed shall be received by

(a) the Buyer;

and one copy shall be received by

(b) the Seller;

These negotiations along with Schedule 1 (List of Appendices) were read by the Notary to the parties appearing, approved by them and signed by them and the Notary, with their own hand, as follows:

Exhibit 4.15

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the "Effective Date" (defined below), by and between OPTIBASE FMC, LLC, a Florida limited liability company (the "Seller"), and FLAMINGO SOUTH ACQUISITIONS, LLC, a Delaware limited liability company (the "Purchaser"). In consideration of the mutual covenants and promises herein set forth, the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Purchase and Sale**

. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller that certain real property consisting of eleven (11) residential condominium units located in Flamingo/South Beach I Condominium, a Condominium (the "Condominium"), according to the Declaration thereof (as amended and supplemented from time to time, the "Declaration") recorded in Official Records Book 24914, Page 3803 of the Public Records of Miami-Dade County, Florida, more particularly described in Exhibit A attached to this Agreement (each a "Unit" and collectively, the "Units" or "Improvements"), together with the following property and rights:

(a) The Units, including their percentage share of all common elements appurtenant thereto, together with all tenements, hereditaments, rights, privileges and easements thereunto belonging pursuant to the Declaration or otherwise (the "Realty");

(b) All right, title and interest of Seller in and to parking spaces in the Condominium, a true, correct and complete list of which is attached hereto as Exhibit A-1;

(c) All right, title and interest of Seller in and to all of the following, to the extent the same exist and to the extent the same may be assigned by Seller: deposits, licenses, development rights, permits, authorizations, approvals, warranties and all other intangibles and intangible rights (collectively, the "Intangibles") pertaining to the ownership and/or operation of the Units and/or the common elements of the Condominium pertaining to the Units;

(d) All of Seller's interest, as landlord, in and to all leases for space in the Realty (the "Leases"), a true, correct and complete list of which is attached hereto as Exhibit B; and

(e) Any and all fixtures, machinery, apparatus, equipment, appliances, window treatments, and other tangible items of personalty located upon, associated with, or used in connection with the operation of the Realty and owned by Seller, including, without limitation, the items of personal property more particularly described in Exhibit C attached hereto and made a part hereof (collectively, the "Personalty").

The Realty and the Personalty and all of the other property and rights described in this Section 1 are hereinafter collectively called the "Property".

2. **Purchase Price**. The purchase price to be paid by Purchaser to Seller for the Property is Six Million Four Hundred Eleven Thousand One Hundred Twenty-Five and 00/100 Dollars ($6,411,125.00) (the "Purchase Price"), subject to credits, adjustments and prorations for which provisions are hereinafter made in this Agreement. Purchaser and Seller agree that the Purchase Price shall be allocated among the Units in accordance with Schedule 1 attached hereto, and that Purchaser shall take title to each Unit through separate deeds in the form required by this Agreement. The Purchase Price shall be paid by wire transfer of Federal funds at "Closing" (defined below).

3. **Escrow Agent**. Stewart Title Guaranty Company, 1980 Oak Boulevard, Houston, TX 77056, Attn: Wendy Howell, National Closing Specialist, Telephone: (713) 625-8161, Email: whowell@stewart.com, as escrow agent (the "Escrow Agent"), is designated to act as Escrow Agent hereunder and is instructed to hold and deliver, pursuant to the terms of this Agreement, the documents and instruments required to be delivered in escrow under this Agreement. Escrow Agent, as the person responsible for closing the transaction within the meaning of Section 6045(e)(2)(A) of the Internal Revenue Code (the "Code"), shall file all necessary information reports, returns, and statements regarding the transaction required by the Code including the tax reports required pursuant to Section 6045 thereof. Further, Escrow Agent agrees to indemnify, protect, defend and hold Purchaser, Seller, and their respective attorneys and brokers harmless from and against any losses resulting from Escrow Agent's failure to file the reports Escrow Agent is required to file pursuant to this Section.

The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that Escrow Agent shall not be deemed to be the agent of either of the parties for any act or omission on its part unless taken or suffered in bad faith, in willful disregard of the provisions of this Section or Section 7 or in negligence. Seller and Purchaser jointly and severally shall indemnify, protect, defend and hold Escrow Agent harmless from and against all losses incurred in connection with the performance of Escrow Agent's duties hereunder, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith, in willful disregard of the provisions of this Section or Section 7 or in negligence on the part of the Escrow Agent. The parties shall deliver to Escrow Agent an executed copy of this Agreement, which shall constitute their instructions to Escrow Agent. Escrow Agent shall execute the signature page for Escrow Agent attached to this Agreement with respect to its duties under this Section; provided, however, that (i) Escrow Agent's signature hereon shall not be a prerequisite to the binding nature of this Agreement on Purchaser and Seller, and the same shall become fully effective upon execution by Purchaser and Seller, and (ii) the signature of Escrow Agent will not be necessary to amend any provision of this Agreement except for this Section. In the event of any inconsistency between the provisions of this Section or Section 7 and any additional escrow instructions provided by the parties, the Sections of this Agreement shall govern.

4. **Title**.

(a) Purchaser shall order from Stewart Title Guaranty Company or another nationally recognized title insurance company (the "Title Company"), at its sole cost and expense, a current ALTA title insurance commitment for the Property, including copies of all recorded exceptions to title referred to therein (collectively, the "Title Commitment"), showing marketable, fee simple title to the Realty to be vested in Seller and committing to insure such title to the Realty in Purchaser (or its assignee(s)) in the amount of the Purchase Price. Purchaser shall have until 5 days prior to the expiration of the Inspection Period (the "Purchaser Objection Deadline") to notify Seller in writing of any objection (the "Purchaser Objection Notice") which Purchaser may have to any matters reported or shown in the Title Commitment. If Purchaser delivers the Purchaser Objection Notice, then, Seller may deliver a response (the "Seller Response") no later than 3 days after the date of the Purchaser Objection Notice (the "Response Deadline"). If Seller fails to deliver the Seller Response on or before the Response Deadline, Seller shall be deemed to have elected not to cure any of the matters set forth in the Purchaser Objection Notice. If Purchaser waives its right to terminate this Agreement pursuant to Section 8 and the Seller Response contains any commitment to cure any of the items set forth in Purchaser's Objection Notice, Seller's obligation to cause such cures as set forth in the Seller Response shall be an additional Seller covenant and also a condition precedent to Purchaser's obligations to close.

Notwithstanding anything herein to the contrary, if the Title Commitment is re-issued or updated after the Purchaser Objection Deadline, Purchaser shall have the right to object (each, a "New Purchaser Objection") to any additional matter disclosed or contained (each, a "New Title Document Matter") in any such update of the Title Commitment (notwithstanding the passage of the Inspection Period). If Seller is unable or unwilling to cure any such New Title Document Matter to the sole satisfaction of Purchaser (in Purchaser's sole and absolute discretion) within the lesser of 5 days following receipt by Seller of a New Purchaser Objection or the Closing Date (defined below), Purchaser shall have the right either to (i) waive such New Title Document Matter and proceed to Closing without any adjustment in the Purchase Price, or (ii) terminate this Agreement (and pursue any remedies that Purchaser may have under this Agreement if the New Title Document Matter was caused by a breach of a covenant or representation of Seller under this Agreement).

(b) The exceptions to title disclosed in the Title Commitment, other than (i) those title exceptions to which Purchaser has tendered an objection in the Purchaser Objection Notice or New Purchaser Objection which are not subsequently cured or waived, (ii) any delinquent taxes or assessments, (iii) the title exceptions set forth on Exhibit G, attached hereto and made a part hereof, and (iv) any standard printed exceptions, shall be the "Permitted Exceptions" hereunder. Notwithstanding anything to the contrary contained herein, Seller shall be obligated to remove at or prior to Closing any mortgage or other monetary liens created by, through or under Seller or a Seller-related party, and such liens shall not be Permitted Exceptions (whether or not Purchaser expressly objects to such liens).

(c) Delivery of title in accordance with the foregoing provisions shall be evidenced by the willingness of the Title Company to issue to Purchaser, at Closing, a 2006 ALTA form of extended coverage owner's policy of title insurance insuring good, marketable, insurable title to the Realty in Purchaser or its assignee in the amount of the Purchase Price, subject only to the Permitted Exceptions and with all endorsements agreed to by Purchaser in satisfaction of the items raised in the Purchaser Objection Notice (the "Title Policy").

5. **Deliveries**. Within three (3) days following the Effective Date (unless a later date is specified and thereafter, as applicable) Seller shall deliver to Purchaser true, correct and complete copies (with originals (unless otherwise indicated below) to be delivered at Closing) of the following:

(a) A certified "Rent Roll" (as defined below), along with true, correct, and complete copies of the Leases and any other equipment leases, tenancies or other occupancy agreements affecting the Property or any portion thereof, all applications for lease hereafter filed by prospective new tenants and all new leases hereafter entered into by Seller;

(b) Copies of Seller's existing title insurance policies;

(c) To the extent in Seller's possession, all certificates of occupancy, certificates of use, permits, licenses, authorizations or approvals (other than those which are no longer in effect) issued by any governmental body or agency having jurisdiction over the Property, if any, related to the ownership and/or operation of the Property; and

(d) To the extent in Seller's possession or control, the bill or bills issued for the last three (3) years for all utilities, together with copies of any 2014 Notice of Proposed Property Taxes (so-called TRIM Notices) for the Units received by Seller during the term of this Agreement, which shall be provided by Seller to Purchaser no later than five (5) days following receipt of same.

6. **Existing Leases**. No later than ten (10) days prior to the end of the Inspection Period, Seller shall deliver to Purchaser a current rent roll of all the Leases (and all oral leases affecting the Property or any portion thereof, if any) (the "Rent Roll"), setting forth the name of the tenant, the space or suite affected, the rent, the term (including any options to renew), the security deposit, pet deposits and other deposits, if any, and any special concessions, prepaid rent, options to purchase or rights of first refusal. Seller further represents and warrants to Purchaser that as of the date hereof and as of the date of Closing:

(a) No other parties have any rights of occupancy or possession of the Property or any portions thereof except pursuant to the Leases and as set forth on the Rent Roll, and no tenant of any portion of the Property has any option to purchase the Property or any portion thereof, nor any rights of first refusal with respect to same.

(b) Seller has not received any prepaid rent under any of the Leases except the security deposits and prepaid rent as reflected in the Leases and as shown on the Rent Roll, and Seller will not accept advance payment of any rent under any of the Leases other than first and last months' rent.

(c) The copies of the Leases delivered to Purchaser pursuant to Section 5 are true, correct, and complete. There are no modifications, understandings or agreements with respect to the Leases, except as set forth on the Rent Roll. After the Effective Date hereof and at any time prior to the earlier of a termination of this Agreement or Closing, Seller will not modify or renew any of the Leases or enter into any new lease or occupancy agreement for any Unit or any other portion of the Property, without the prior written consent of Purchaser, which consent may be granted or withheld in Purchaser's sole discretion. Notwithstanding the foregoing, in the event Purchaser withholds consent to any modification, renewal or new lease, Seller shall be entitled to a credit at Closing in the amount of the lost rent to Seller under such modification, renewal or new lease (as applicable) measured from the date such rent would have commenced through the date of Closing, but not to exceed the rent payable under such modification, renewal or new lease (as applicable) for one month.

(d) Other than as set forth on the Rent Roll, all of the Leases are in good standing and without default on the part of Seller as of the date hereof, and shall remain without default on the part of Seller through the date of Closing. Any uncured defaults by tenants under the Leases are reflected on the Rent Roll. Seller shall be solely responsible for all rental commissions due and payable with respect to any Leases of the Units in effect prior to Closing, and shall pay all such rental commissions prior to Closing.

(e) Other than as set forth on the Rent Roll, there are no rental commissions due with respect to any of the Leases nor for the renewal of same.

(f) All of the Leases will be assignable at Closing by the Seller without the consent of any other party.

(g) To the best of Seller's knowledge, Seller has complied with all requirements of law regarding the Leases and the handling of tenant security and other deposits under the Leases, except with respect to the tenant security deposits relating to the Deposit Units (defined below) (without admitting any noncompliance with regard to security deposits held with respect to the Deposit Units).

The provisions of this Section 6 shall survive the Closing.

7. **Tenant Deposit Escrow**. At Closing, as contemplated by Section 14(e), Seller shall provide Purchaser a credit in the amount of all tenant security deposits held by Seller under the Leases, as reflected on the Rent Roll. In addition, Seller shall place in escrow with Escrow Agent the sum of $31,130.00 (the "Tenant Deposit Escrow"), which represents (i) the aggregate amount of the security deposits for Unit Nos. 202S, 214S, 270S, 314S, 414S, 468S, 470S, 570S, 1026S, 1402S (collectively, the "Deposit Units"), plus (ii) an additional ten percent (10%) to cover any additional penalties, interest or other costs (including without limitation legal fees) that may be determined to be due to tenants or otherwise in connection with the return of any security deposits. If (A) Purchaser notifies any tenant of the Deposit Units that Purchaser intends to impose a claim for damages against all or a portion of such tenant's security deposit, (B) such tenant objects to Purchaser's claim, (C) the basis for such tenant's objections includes any claim that such security deposit was not held in accordance with applicable Florida law (or any similar claim), and (D) Purchaser returns all or a portion of such security deposit based on such tenant's objections (collectively, the "Deposit Draw Conditions"), then Purchaser shall have the right to draw from the Tenant Deposit Escrow an amount equal to the sums returned by Purchaser to such tenant, together with any costs incurred in connection therewith. Purchaser shall provide Seller and Escrow Agent with written notice that the Deposit Draw Conditions have been met with respect to any Deposit Unit, which notice shall specify the sums due to Purchaser hereunder as a result thereof, whereupon Escrow Agent shall release the sums so requested by Purchaser. Although Purchaser will provide copies of each disbursement request to Seller concurrently with delivery thereof to Escrow Agent, the parties expressly acknowledge and agree that funds in the Tenant Deposit Escrow shall be released to Purchaser, without any requirement for Seller's consent and Seller shall have no right to object to any disbursements by Escrow Agent under this Section; however, the foregoing shall not limit Seller's rights under Section 13 of this Agreement if Seller believes that Purchaser requested and received escrowed funds from the Tenant Deposit Escrow in breach of this Section. If any funds remain in the Tenant Deposit Escrow on the first anniversary of the Closing Date, Escrow Agent shall disburse such remaining funds to Seller upon receipt of written request for such disbursement from Seller to Escrow Agent and Purchaser. The terms and conditions of this Section 7 shall survive Closing.

8. **Inspection Period**.

(a) Subject to the terms of the Leases, at all reasonable times during the period commencing on the Effective Date and ending on the Closing Date or earlier termination of this Agreement, Purchaser, and its employees, agents, consultants and representatives shall be entitled to investigate and evaluate the Property and any other aspects or characteristics of the Property. Such right of investigation shall include the right, upon reasonable advance notice to Seller (which may be telephonic and confirmed by e-mail to irampersad5@hotmail.com), to enter the Property accompanied by a representative of Seller, and have made, at Purchaser's expense, any tests or inspections of the Property as Purchaser may deem necessary or appropriate. Purchaser agrees to use commercially reasonable efforts to conduct its investigations at the Units in a manner that minimizes interference with Seller's tenants and Seller's operation of the Property. Seller agrees to make available to Purchaser, for Purchaser's inspection, upon reasonable advance written notice to Seller (which may be telephonic and confirmed by e-mail to irampersad5@hotmail.com), during normal business hours, all of Seller's warranties, the Leases, lease correspondence files, and any and all other documents in Seller's possession and related to the ownership and/or operation of the Property. Throughout the term of this Agreement, Seller, its agents and employees shall at all times reasonably cooperate with Purchaser, its agents and contractors in connection with their performance of the inspections provided herein.

(b) Purchaser shall have the right at any time during the period commencing on the Effective Date and ending on the twentieth (20th) day following the Effective Date (the "Inspection Period") to terminate this Agreement in its sole and absolute discretion. If Purchaser fails to deliver a written notice to Seller waiving its termination right hereunder on or before the expiration of the Inspection Period, then Purchaser will be deemed to have elected to terminate this Agreement, whereupon both parties shall be released from all further obligations and liability under this Agreement, except those obligations expressly stated to survive such termination.

(c) In electing to proceed with this transaction after the expiration of the Inspection Period, Purchaser shall have determined that the Property is satisfactory to Purchaser in all respects and is purchasing the Property in its "as is" condition, subject only to the conditions precedent and other such representations and warranties expressly set forth in this Agreement and the documents to be delivered by Seller to Purchaser at Closing (the "Closing Documents"). Purchaser has and will rely solely on Purchaser's own independent investigations and inspections, and Purchaser has not relied and will not rely on any representation of Seller other than as expressly set forth in this Agreement or the Closing Documents. Purchaser further acknowledges and agrees that, except for the specific representations and warranties made by Seller in this Agreement or the documents to be delivered by Seller at Closing, Seller has made no representations, is not willing to make any representations, nor held out any inducements to Purchaser; and Seller does not and shall not be liable or bound in any manner by any expressed or implied warranties, guaranties, statements, representations or information pertaining to the Property, except as may be expressly set forth in this Agreement or the Closing Documents.

9. **Conditions Precedent**. Purchaser's obligation to close the transaction provided for in this Agreement shall be subject to the following conditions precedent to Closing:

(a) At all times during the term of this Agreement and as of Closing, all of the representations and warranties by Seller contained in this Agreement shall be true and correct in all material respects;

(b) At Closing, there shall have been no material adverse change to the condition of the Property (ordinary wear and tear excepted). The non-renewal of one or more Leases or the failure of the Seller to lease one or more of the Units shall not be a material adverse change hereunder. If there is a material adverse change to the condition of the Property, Purchaser shall have the right to terminate this Agreement upon written notice to Seller, which shall identify with particularity the material adverse change and, following such termination, all further obligations of the parties hereunder shall terminate except those that expressly survive termination hereof;

(c) The Title Company shall be prepared and irrevocably and unconditionally committed to issue the Title Policy as described in Section 4(c); and

(d) Seller shall have delivered to Purchaser the "Association Estoppel" (as hereinafter defined) sufficient to satisfy the requirements of Section 12(c).

In the event any of the foregoing conditions precedent are not fulfilled as of Closing (or earlier date if specified otherwise), then Purchaser, in addition to any other rights or remedies that Purchaser may have under this Agreement if the condition is not met due to a breach by Seller under this Agreement, shall have the option of either: (i) waiving the condition and closing "as is", without reduction in the Purchase Price or claim against Seller therefor, or (ii) canceling this Agreement by written notice to Seller given by Closing (or earlier date if specified otherwise), whereupon both parties shall be released from all further obligations under this Agreement, except those obligations expressly stated to survive such termination.

10. **Seller's Representations, Warranties, and Covenants**. Seller represents and warrants to Purchaser and agrees with Purchaser as follows:

(a) Seller has not entered and shall not enter into any purchase contracts, leases, contracts, arrangements, licenses, concessions, easements, or other agreements, including, without limitation, service arrangements and employment agreements, either recorded or unrecorded, written or oral, affecting the Property, or any portion thereof or the use thereof, and no such contracts or agreements shall be binding on Purchaser after Closing, other than the Leases and Permitted Exceptions.

(b) There is no ongoing or pending appeal with respect to taxes or special assessments on the Property for any year. Other than as set forth in the "Receiver Reports" (as hereinafter defined), Seller has no actual knowledge or notice of: (i) any increase in assessed valuations; (ii) any unpaid special assessments or any pending improvement liens to be made by any governmental authority with respect to the Property; (iii) any violations of building codes and/or zoning ordinances or other governmental regulations with respect to the Property; (iv) any pending or threatened lawsuits with respect to the Property or the ability of Seller to consummate the transaction contemplated by this Agreement; (v) any pending condemnation proceedings with respect to the Property; or (vi) any defects or inadequacies in the Property which would adversely affect the insurability of the Property or increase the cost thereof. Notwithstanding the foregoing, Seller hereby discloses to Purchaser that the Flamingo/South Beach I Condominium Association, Inc. (the "Association") is being operated and managed by a receiver pursuant to a court order (the "Receiver"). Purchaser hereby acknowledges receipt of all reports issued by the Receiver as of the Effective Date hereof (the "Receiver Reports").

(c) There are no employees of Seller employed in connection with the use, management, maintenance or operation of the Property whose employment with respect to the Property will continue after the Closing Date.

(d) Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida. The execution, delivery and performance of this Agreement by Seller have been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this document a valid and binding instrument enforceable against Seller in accordance with its terms. Neither the execution of this Agreement or the consummation of the transactions contemplated hereby will: (i) result in a breach or violation of any of the terms or provisions of, or constitute a default under, any organizational document of Seller or any other agreement to which Seller is a party or by which the Property is bound, or (ii) violate any restrictions to which Seller is subject.

(e) Seller is not a "foreign person" or a disregarded entity within the meaning of the United States tax laws and to which reference is made in Internal Revenue Code Section 1445(b)(2), or if Seller is a disregarded entity, then Purchaser is advised that Seller's sole member is not a "foreign person" or a disregarded entity. At Closing, Seller (or Seller's sole member, as applicable) shall deliver to Purchaser an affidavit to such effect, and also stating Seller's (or Seller's sole member's) taxpayer identification number, Seller's (or Seller's sole member's) office address and the state within the United States under which Seller (or Seller's sole member) was organized and exists. Seller (and Seller's sole member, if applicable) acknowledges and agrees that Purchaser shall be entitled to fully comply with Internal Revenue Code Section 1445 and all related sections and regulations, as same may be modified and amended from time to time, and Seller (and Seller's sole member, if applicable) shall act in accordance with all reasonable requirements of Purchaser to effect such full compliance by Purchaser.

(f) Seller shall be responsible and shall properly pay all amounts owed for labor and services rendered, and material supplied, to the Property and/or any other bills or amounts contracted for by Seller prior to Closing, including without limitation all such bills and amounts associated with the "Upgrade Improvements" (defined below).

(g) Seller has filed, or will timely file prior to Closing in accordance with all applicable laws, all tax returns, statements, reports, returns and forms required to be filed by Seller with any federal, state or municipal taxing authority (including sales and rentals in connection with the use and operation of the Property) prior to the same being deemed delinquent, and all sums (including any penalties) shown to be due and payable on such statements, reports, returns and forms have been paid prior to the date of this Agreement or shall be paid prior to Closing. To the best of Seller's actual knowledge, there are no pending examinations or audits of any return of Seller, and the results of any prior audits did not result in the assessment of any deficiencies or penalties which remain unpaid. All taxes (including Florida sales tax) due and payable by Seller based on income, rent, sales or otherwise have been paid in full or will be paid at Closing.

(h) Seller shall pay all assessments due from it to the Association prior to Closing.

(i) Neither Seller, nor any member of Seller, (i) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control in the United States Department of the Treasury (the "OFAC List") or the Annex to United States Executive Order 132224-Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, or (ii) is a prohibited party under the laws of the United States.

(j) There are no attachments, executions or assignment for the benefit of creditors or voluntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened (in writing) by or against Seller, and there is no pending or, to Seller's actual knowledge, threatened action, suit, arbitration, claim or proceeding against Seller, or any of its principals that could have a material adverse effect on its ability to perform its obligations under this Agreement and consummate the sale of the Property pursuant hereto.

(k) The Units are all of the Units owned by Seller in the Condominium as of the Effective Date hereof. The parking spaces listed on Exhibit A-1 are all of the parking spaces in the Condominium that are associated with the Units or owned by Seller. There are no storage spaces associated with the Units or owned by Seller at the Property.

(l) Seller has no actual knowledge of any open permits relating to the Property. If a lien search discloses the existence of open permits, or code violations relating to the Property, upon notice from Purchaser of same, Seller shall, at its sole cost and expense, close such permits and remove such code violations prior to Closing.

The foregoing representations shall be true in all respects as of the date hereof and as of the date of Closing as a condition precedent to Purchaser's obligations hereunder. Seller shall immediately notify Purchaser, in writing, of any event or condition known to Seller which occurs prior to the Closing Date which causes a material adverse change in the facts relating to, or the truth of, any of the above representations or warranties, whereupon Purchaser shall have the same rights as set forth in Section 9 relating to a failure of a condition precedent. It is expressly understood that Seller's obligation to provide such notification shall in no way relieve Seller of any liability for a breach by Seller of any of its representations, warranties, covenants or agreements under this Agreement. The provisions of this Section 10 shall survive the Closing for a period of one (1) year.

11. **Purchaser's Representations and Warranties**. Purchaser represents and warrants to Seller and agrees with Seller as follows:

(a) Purchaser is a limited liability company, duly created, validly existing and in good standing under the laws of the State of Delaware, and (b) Purchaser has all necessary power and authority to execute, deliver and perform this Agreement, the documents to be delivered by Purchaser at Closing, and to complete the transactions provided for herein.

(b) The execution and performance of this Agreement and the consummation of the transactions contemplated hereby will not result in any breach or violation of any of the terms or provisions of, or constitute a default under the organizational documents of Purchaser or any other agreement to which Purchaser is a party or by which Purchaser is bound.

(c) There are no attachments, executions or assignment for the benefit of creditors or voluntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened (in writing) by or against Purchaser., and there is no pending or, to Purchaser's knowledge, threatened action, suit, arbitration, claim or proceeding against Purchaser or any of its principals that could adversely affect its ability to perform its obligations under this Agreement and consummate the purchase of the Property pursuant hereto.

(d) Neither Purchaser, nor its managing member, (i) appears on the OFAC List or the Annex to United States Executive Order 132224-Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, or (ii) is a prohibited party under the laws of the United States.

12. **Seller's Covenants Pending Closing**.

(a) Seller agrees that from the Effective Date of this Agreement to the date of Closing hereunder it will operate and maintain the Property in accordance with Seller's past practices and all applicable laws, rules, regulations and ordinances imposed upon Seller, except as otherwise expressly set forth herein. In particular, Seller agrees that pending the Closing, Seller shall not, without the Purchaser's prior written consent, which may be withheld by Purchaser in its sole and absolute discretion, change or alter the Property except for routine repairs or improvements in the ordinary course of business.

(b) Seller agrees to terminate by written notice to the other party thereto and as otherwise required pursuant thereto, effective as of the Closing, all contracts, agreements or commitments, oral or written, other than the Leases, binding upon or relating to the Property that extend beyond the Closing, including without limitation any property management and leasing contracts for the Property, it being understood and agreed that Purchaser shall have no liability or obligations for said contracts.

(c) Seller shall timely request a current estoppel letter (the "Association Estoppel") from the Association under the Declaration in the form reasonably requested by Purchaser during the Inspection Period, disclosing the monthly maintenance assessment for each Unit, the status of their payment, any special assessments imposed by the under the Declaration, including without limitation the special assessment imposed by the Association on January 16, 2014, any assessments or other sums due from Seller to the Association, and any other information reasonably requested by Purchaser. Seller shall use diligent, good faith efforts to obtain and deliver the Association Estoppel to Purchaser on or before three (3) Business Days prior to Closing. The Association Estoppel shall be dated no earlier than 30 days prior to the Closing Date. The Association Estoppel shall not show any materially adverse matters, including, without limitation, any default or purported default by Seller, or any of its tenants under the Declaration.

(d) With respect to the Property, Seller shall comply prior to Closing with all laws, rules, regulations, and ordinances of all governmental authorities having jurisdiction over the Property.

(e) Seller has completed as of the Effective Date the improvements and upgrades to Unit 270 (the "Upgrade Improvements"). The Upgrade Improvements have been performed and completed by Seller in a good and workmanlike manner, lien-free, and in compliance with all applicable laws and legal requirements, the requirements of the Declaration and the Association.

13. **Default Provisions**. In the event of the failure or refusal of Purchaser to close this transaction in violation of the terms of this Agreement, without fault on Seller's part and without failure of title or any conditions precedent to Purchaser's obligations hereunder, Seller, as its sole and exclusive remedy, shall have the right to terminate this Agreement, whereupon Purchaser shall pay Seller liquidated damages in the amount of One Thousand and No/100 Dollars ($100,000.00), and the parties shall be relieved of all further obligations and liability hereunder. In no event shall Purchaser be liable to Seller for any damages hereunder or in connection herewith as a result of Purchaser's default, or otherwise, other than the payment expressly stated herein following a termination of this Agreement due to Purchaser's failure or refusal to close in violation of the terms of this Agreement.

In the event of a default by Seller under this Agreement, Purchaser at its option shall have the right to: (i) terminate this Agreement, in which event (A) Seller shall reimburse Purchaser for Purchaser's actual out-of-pocket costs and expenses (including reasonable attorneys' fees, costs and disbursements) related to the negotiation of this Agreement and the transactions contemplated hereby and Purchaser's due diligence, up to a maximum of One Hundred Thousand and 00/100 Dollars ($100,000.00), and (B) the parties shall be discharged from all duties and performance hereunder, except for any obligations which by their terms survive any termination of this Agreement, or, alternatively, (ii) seek specific performance (and/or any other equitable remedies) of the Seller's obligations hereunder, however, if specific performance is not available as a remedy, Purchaser shall have the right to pursue an action against Seller for damages, including without limitation all of its out-of-pocket costs and expenses (including reasonable attorneys' fees, costs and disbursements) related to the negotiation of this Agreement and the transactions contemplated hereby and Purchaser's due diligence, up to a maximum of One Hundred Thousand and 00/100 Dollars ($100,000.00).

Notwithstanding the foregoing, in the event of a default by either party of any obligations which specifically survive Closing, then the non-defaulting party shall be entitled to seek any legal redress permitted by law or equity. The provisions hereof shall survive Closing.

Notwithstanding anything to the contrary contained in this Agreement, no default shall be declared unless the non-defaulting party has given the defaulting party written notice as to the existence of such default and the defaulting party has failed to cure such default within five (5) days thereafter, except for a failure to close.

14. **Prorations**.

(a) Real estate and personal property taxes, costs and revenues (including rents), monthly assessments by the Association, and all other proratable items shall be prorated as of the date of Closing. Seller shall pay all applicable sales and/or use tax due on revenues received and purchases made prior to the Closing date and shall comply with all statutory provisions necessary for Purchaser to avoid transferee liability for same. In the event the taxes for the year of Closing are unknown, the tax proration will be based upon the taxes for the prior year and, at the request of either party, the taxes for the year of Closing shall be reprorated and adjusted when the tax bill for such year is received and the actual amount of taxes is known.

(b) Purchaser will receive a credit at Closing for the prorated amount of all base or fixed rent payable pursuant to the Leases and all additional rents (collectively, "Rent") previously paid to, or collected by, Seller and attributable to any period following the Closing Date. Rents are "Delinquent" when they were due prior to the Closing Date, and payment thereof has not been made on or before the Closing Date. Delinquent Rent shall not be prorated at Closing. All Rent collected by Purchaser or Seller from each tenant under the Leases from and after Closing will be applied as follows: (i) first, to Delinquent Rent owed for the month in which the Closing Date occurs, (ii) second, to any accrued Rents owing to Purchaser after Closing, and (iii) third, to Delinquent Rents owing to Seller for the period prior to Closing. Any Rent collected by Purchaser and due Seller will be promptly remitted to Seller. Any Rent collected by Seller and due Purchaser shall be promptly remitted to Purchaser. Purchaser is not required to make efforts to collect Delinquent Rents owed to Seller and Purchaser shall not be required to bring suit to collect same. Notwithstanding anything to the contrary contained herein, Seller shall not be prohibited or restricted from pursuing any tenant under the Leases for any Delinquent Rents due Seller for any period attributable to Seller's ownership of the Property; provided that Seller shall wait for a period of not less than thirty (30) days following Closing before the initiation of a legal action for collection of Delinquent Rents against a prior tenant of Seller; and Seller's right to proceed against a former tenant shall be limited to an action for Delinquent Rents and shall not seek to evict any tenant of the Property or to recover possession of an tenant's space.

(c) With respect to electricity, telephone, television, water and sewer services that are metered at the Property and other utilities (collectively, "Utilities"), Seller shall endeavor to have the respective companies providing the Utilities read the meters for the Utilities on or immediately prior to the Closing Date. Seller shall be responsible for all charges based on such final meter reading, and Purchaser shall be responsible for all charges thereafter. If such readings are not obtainable, then, until such time as readings are obtained, charges for all Utilities for which readings were not obtained shall be prorated as of the Closing Date based upon the per diem rate obtained by using the last period and bills for such Utilities that are available. Upon the taking of a subsequent actual reading, such apportionment shall be adjusted and reprorated to reflect the actual per diem rate for the billing period prior to Closing and Seller or Purchaser, as the case may be, shall promptly deliver to the other the amount determined to be due upon such adjustment.

(d) Association charges attributable to the Units shall be current as of the Closing Date. However, any special assessments, capital or other contributions imposed by the Association, including without limitation the January 16, 2014 special assessment for repair work to the Condominium building and past capital expenses of the Association with respect to common areas, the baywall, and seawall, and any other special assessment imposed by the Association prior to the Closing Date, shall be paid by Seller in full at or prior to Closing (irrespective of whether Seller previously elected to pay such assessments in installments).

(e) All security deposits, prepaid rentals, cleaning fees and other fees and deposits, plus any interest accrued thereon, paid by the tenants under the Leases shall be transferred or credited to Purchaser at Closing.

The parties shall exchange figures to calculate prorations no later than three (3) days prior to the Closing Date. The provisions of this Section 14 shall survive the Closing.

15. **Improvement Liens**. Certified, confirmed or ratified liens for governmental improvements as of the date of Closing, if any, shall be paid in full by Seller, and pending liens for governmental improvements as of the date of Closing shall be assumed by the Purchaser; provided that where the improvement has been substantially completed as of the date of Closing, such pending lien shall be considered certified.

16. **Closing Costs**. The parties shall bear the following costs:

(a) The Purchaser shall be responsible for payment of the following: (i) any and all costs and expenses of engineering and other inspection and feasibility studies and reports incident to Purchaser's inspections, (ii) the Title Commitment search fee and premiums in connection with the Title Policy, (iii) fifty percent (50%) of the cost of certified tax and lien, permit, and code violation searches relating to the Property and required for satisfaction of certain requirements and/or exceptions in the Title Commitment relating to the payment of assessments, charges, municipal liens, etc., and (iv) the recording costs of any instruments received by Purchaser.

(b) The Seller shall be responsible for payment of the following: (i) the documentary stamp tax (and surtax, if applicable) due on each of the special warranty deeds of conveyance, which shall consist of one deed for each Unit, (ii) the costs of recording the documents necessary to clear title at Closing, (iii) fifty percent (50%) of the cost of certified tax and lien, permit, and code violation searches relating to the Property and required for satisfaction of certain requirements and/or exceptions in the Title Commitment relating to the payment of assessments, charges, municipal liens, etc., and (iv) the recording costs of any instruments received by Seller.

(c) Each party shall pay its own legal fees except as provided in Section 24(c) below.

(d) Any other costs not specifically provided for in this Section 16 shall be paid by the party who incurred those costs, or if neither party is charged with incurring any such costs, then by the party customarily assessed for such costs in the State of Florida, County of Miami-Dade.

17. **Closing**. Subject to other provisions of this Agreement, the closing of the transactions contemplated hereby (the "Closing") shall be held on the date which is ten (10) days after the expiration of the Inspection Period (the "Closing Date"). The Closing shall be held through the mail at the offices of the Title Company acting as the Escrow Agent.

(a) At Closing, Seller shall execute and/or deliver to Escrow Agent the following, in addition to all other items and payments required by this Agreement to be delivered by Seller at the Closing:

(i) Eleven (11) original duly executed and acknowledged special warranty deeds, in the form attached hereto as Exhibit D, conveying good and marketable fee simple title to each Unit to Purchaser, subject only to the Permitted Exceptions;

(ii) a no lien, parties in possession, and a "gap" affidavit and/or indemnity in form and substance reasonably acceptable to the Title Company in order to issue the Title Policy;

(iii) a non-foreign affidavit or certificate pursuant to Section 10(e) above;

(iv) two duly executed originals of a bill of sale and general assignment, in for the form of attached hereto as Exhibit E (the "Bill of Sale"), conveying good and marketable title to the Personalty and Intangibles, free and clear of all liens.

(v) two duly executed original counterparts of an assignment and assumption of leases in the form attached hereto as Exhibit F (the "Assignment of Leases"), assigning to Purchaser all of Seller's right, title and interest in and to the Leases.

(vi) two duly executed originals of an assignment of the parking spaces listed on Exhibit A-1, assigning to Purchaser all of Seller's right, title, and interest in and to such parking spaces;

(vii) evidence of Seller's formation, existence good standing and authority (i.e., corporate resolution and/or such evidence of authority as may be required by the Title Company) to sell and convey the Property;

(viii) duly executed notices to the tenants under the Leases, in the form approved by Purchaser, advising of the sale of the Property to Purchaser;

(ix) an updated Rent Roll for the Property certified as to being complete, true and correct, and dated not more than three (3) prior to Closing;

(x) the executed Association Estoppel;

(xi) all of the Leases in effect at the Property as of the Closing Date, in electronic form, and all files in electronic form for existing tenants in Seller's possession or control;

(xii) keys for each Unit and keys for the common areas in Seller's possession;

(xiii) a copy of Seller's most recent sales tax filing with the State of Florida, Department of Revenue (if required by law);

(xiv) two duly executed counterparts of a settlement statement of all prorations, allocations, closing costs and payments of moneys related to the Closing of the transactions contemplated by this Agreement (the "Closing Statement")

(xv) Seller shall, as reasonably required by the Title Company or the Escrow Agent, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement.

(b) At Closing, Purchaser shall execute and/or deliver to Escrow Agent the following, in addition to all other items and payments required by this Agreement to be delivered by Purchaser at the Closing:

(i) Purchaser shall deliver to Escrow Agent by wire transfer for delivery by wire to Seller cash, in an amount equal to the Purchase Price, subject to the credits set forth in this Agreement and the adjustments described inSection 14;

(ii) two duly executed counterparts of the Assignment of Leases;

(iii) two duly executed counterparts of the Closing Statement; and

(iv) Purchaser shall, as reasonably required by the Title Company or the Escrow Agent, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transaction herein provided and to carry out the intent and purposes of this Agreement.

18. **Brokers**. The parties each represent and warrant to the other that there are no real estate brokers, salesmen or finders involved in this transaction. If a claim for brokerage in connection with the transaction is made by any broker, salesman or finder, claiming to have dealt through or on behalf of one of the parties hereto ("Indemnitor"), Indemnitor shall indemnify, defend and hold harmless the other party hereunder ("Indemnitee"), and Indemnitee's officers, directors, agents and representatives, from all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorney's fees and court costs at trial and all appellate levels) with respect to said claim for brokerage. The provisions of this Section 18 shall survive Closing and any cancellation or termination of this Agreement.

19. **Assignability**. Except as herein expressly provided herein, Purchaser shall not, without the prior written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion, assign any of Purchaser's rights hereunder or any part thereof to any person, firm, partnership, corporation or other entity. Purchaser may assign this Agreement to an "Affiliate" (as hereinafter defined) or to a qualified intermediary pursuant to Section 23, without Seller's consent. Notwithstanding any assignment by Purchaser hereunder, Purchaser shall not be relieved of its obligations under this Agreement. "Affiliate" means an entity that directly or indirectly controls, is controlled by or is under common control with the Purchaser; and the term "control" means the power to direct the management of such entity through voting rights or ownership. From and after the Effective Date, Seller shall not, without the prior written consent of Purchaser, which consent Purchaser may withhold in its sole discretion, assign, transfer, convey, hypothecate or otherwise dispose of all or any part of its right, title and interest in the Property, other than the leasing of the Units in accordance with the terms of Section 6(c) hereof.

20. **Notices**. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express), sent by PDF or other electronic transmission (with electronic confirmation or, with the original to follow), or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to the Purchaser at:

Flamingo South Acquisitions, LLC
c/o AIMCO
4582 South Ulster Street, Suite 1100
Denver, Colorado 80237-2662
Attn: Miles Cortez and Nick Billings
E-mail: miles.cortez@aimco.com
nick.billings@aimco.com

With a copy to:

Greenberg Traurig, P.A.
333 S.E. 2nd Avenue
Miami, Florida 33131
Attn: Nancy B. Lash, Esq.
E-mail: lashn@gtlaw.com

If to the Seller at:	Optibase FMC, LLC 401 E. Las Olas Boulevard, Suite 1400 Ft. Lauderdale, FL 33301 Attn:_____ E-mail: amirp@optibase-holdings.com
With a copy to:	R|A Feingold Law & Consulting, P.A. 401 E. Las Olas Boulevard, Suite 1400 Ft. Lauderdale, FL 33301 Attn: Robert A. Feingold, Esq. E-mail: robert@rafeingoldlaw.com
If Escrow Agent or Title Company at:	Stewart Title Guaranty Company, 1980 Oak Boulevard Houston, TX 77056, Attn: Wendy Howell Email: whowell@stewart.com

Notices personally delivered or sent by electronic transmission (with electronic confirmation) or overnight courier shall be deemed given on the date of delivery, and notices mailed in accordance with the foregoing shall be deemed given three (3) Business Days after deposit in the U.S. mails, provided that any notice received after 6:00 p.m. Eastern Time on any Business Day or received on any day that is not a Business Day shall be deemed to have been received on the following Business Day. Further, all notices given pursuant to this Agreement will be effective if executed and sent by counsel for Purchaser or Seller, as applicable.

21. **Risk of Loss**. The Property shall be conveyed to Purchaser in the same condition as on the date of this Agreement, ordinary wear and tear excepted, free of all tenancies or occupancies except those under the Leases or as consented to by Purchaser in writing in accordance with the provisions of Section 6(c). In the event that the Property or any material portion thereof is taken by eminent domain prior to Closing, Purchaser shall have the option of either: (i) cancelling this Agreement, whereupon both parties shall be relieved of all further obligations under this Agreement, or (ii) Purchaser may proceed with Closing in which case Purchaser shall be entitled to all condemnation awards and settlements. In the event that the Property or the Improvements thereon are damaged or destroyed by fire or other casualty prior to Closing, Seller shall have the option to repair and restore the Property to the same condition as before the fire or casualty and Closing shall be deferred for up to sixty (60) days to permit such repair and restoration. If Seller elects not to repair and restore or if Seller is unable to repair and restore within such sixty (60) day period, then Purchaser shall have the option of either: (i) cancelling this Agreement, whereupon both parties shall be released from all further obligations and liability under this Agreement, or (ii) proceeding with Closing, in which event Purchaser shall be entitled to all insurance proceeds and to a credit equal to all applicable insurance policy deductibles.

22. **Radon Gas**. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

23. **1031 Exchange**. Either party may structure the disposition or acquisition of the Property, as the case may be, as a like-kind exchange under Internal Revenue Code Section 1031 at the exchanging party's sole cost and expense. Each party shall reasonably cooperate with the other to facilitate such exchange if requested by the other party, provided that (a) no party making such accommodation shall be required to acquire or contract to acquire any substitute property, (b) such exchange shall not affect the representations, warranties, liabilities and obligations of the parties to each other under this Agreement, (c) no party making such accommodation shall incur any additional costs, expenses or liabilities in connection with such exchange (other than expenses of reviewing and executing documents required in connection with such exchange), and (d) no dates in this Agreement will be extended as a result thereof. If either party uses a qualified intermediary or exchange accommodation title holder to effectuate an exchange, any assignment of the rights or obligations of such party shall not relieve, release or absolve such party of its obligations to the other party. The exchanging party shall indemnify, defend and hold harmless the other party from all liability in connection with the indemnifying party's exchange.

24. **Miscellaneous**.

(a) This Agreement shall be construed and governed in accordance with the laws of the State of Florida. The parties further agree that venue shall lie exclusively in Miami-Dade County Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

(b) In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

(c) In the event of any litigation or arbitration between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs at all proceedings, trial and appellate levels. The provisions of this subsection shall survive the Closing coextensively with other surviving provisions of this Agreement.

(d) In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.

(e) All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

(f) Time shall be of the essence for each and every provision hereof.

(g) The captions used in connection with the articles and sections of this Agreement are for the convenience only and shall not be deemed to construe or limit the meaning of the language of this Agreement.

(h) Except where Business Days are expressly referred to, references in this Agreement to days are to calendar days, not Business Days. "Business Day" means any calendar day except a Saturday, Sunday or legal or banking holiday in Miami-Dade County, Florida.

(i) If the final date of any period provided for herein for the performance of an obligation or for the taking of any actions falls on a Saturday, Sunday, or legal or banking holiday, then the time of such period shall be deemed extended to the next day which is not a Saturday, Sunday or legal or banking holiday in Miami-Dade County, Florida.

(j) This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one instrument. A facsimile or similar electronic transmission of a counterpart signed by a party hereto shall be regarded as signed by such party for purposes hereof.

(k) Seller and Purchaser hereby voluntarily, knowingly, and intentionally, to the extent permitted by law, waive any and all rights to trial by jury in any legal action or proceeding arising under or in connection with this Agreement.

(l) From the Effective Date until the earlier of (i) the Closing Date, or (ii) the termination of this Agreement, Seller shall not, directly or indirectly, take any action to solicit back-up offers or enter into any discussions, negotiations, or any other communications concerning or relating to the sale of the Property with any third-party.

(m) No constituent partner in or member of agent of the parties, nor any advisor, trustee, director, officer, employee, beneficiary, shareholder, participant, representative or agent of any corporation or trust that is or becomes a constituent partner in or agent or member the parties shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and the parties and their respective successors and assigns and, without limitation, all other persons and entities, shall look solely to the assets of each party for the payment of any claim or for any performance, and the parties, on behalf of themselves and their respective successors and assigns, hereby waives any and all such personal liability.

(n) Purchaser shall have the right to contest or appeal any real or personal ad valorem property taxes or assessments for the calendar year in which the Closing occurs, and Seller agrees to cooperate, at no expense to Seller, with Purchaser or its consultants in connection with such contest or appeal. The provisions of this Section 24(n) shall survive Closing.

25. **Condominium Disclosure**. PURCHASER HEREBY ACKNOWLEDGES THAT PURCHASER HAS BEEN PROVIDED A CURRENT COPY OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION OF THE ASSOCIATION, BYLAWS AND RULES OF THE ASSOCIATION, AND A COPY OF THE MOST RECENT YEAR-END FINANCIAL INFORMATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS DOCUMENT MORE THAN 3 DAYS, EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS, PRIOR TO EXECUTION OF THIS AGREEMENT.

26. **Entire Agreement/Effective Date**. This Agreement constitutes the entire agreement between the parties and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. The "Effective Date" shall be the later of (i) the date upon which the last of Seller and Purchaser shall execute and deliver this Agreement to the other party, and (ii) the date Purchaser and ISU Properties, L.P., a Pennsylvania limited partnership, execute and deliver a binding purchase and sale agreement to the other party for the following condominium units in the Condominium: Units 1468S, 1248S, 1460S, 222S, 226S, 228S, 248S, 260S, 262S, 360S, 362S, 960S, 1470S, 770S, 870S, 970S, 1014S, 614S, 814S in the Condominium; it being agreed by the parties that the effectiveness of this Agreement is expressly contingent upon Purchaser and ISU Properties, L.P. entering into a binding purchase and sale agreement for such other condominium units.

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EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

SELLER:

OPTIBASE FMC, LLC, a Florida limited liability company

BY: OPTIBASE, INC., a California corporation, its sole member

By: */s/ Amir Philips*
Name: Amir Philips
Title: Authorized Signatory

Date: September 16, 2014

PURCHASER:

FLAMINGO SOUTH ACQUISITIONS, LLC, a Delaware limited liability company

BY: AIMCO/BETHESDA HOLDINGS, INC., a Delaware corporation, its sole member

By: */s/ John Bezzant*
Name: John Bezzant
Title: Executive Vice President

Date: September 15, 2014

Exhibit 8.1

List of Subsidiaries

Optibase Inc., a California corporation

Optibase Real Estate Miami LLC, a Delaware limited liability company

Optibase 2Penn LLC, a Delaware limited liability company

OPTX Equity LLC, a Delaware limited liability company

OPTX Lender LLC, a Delaware limited liability company

Optibase FMC LLC, a Florida limited liability company

Optibase Real Estate Europe Sarl, a Luxemburg company

Optibase RE1 Sarl, a Luxemburg company

Optibase RE2 SARL, a Luxemburg company

Optibase Bavaria GmbH & Co. KG, a German partnership

Optibase Bavaria Holding GmbH, a German corporation

OPCTN SA, a Luxemburg company

Eldista GmbH, a Swiss company

Exhibit 12.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Amir Philips, certify that:

1. I have reviewed this annual report on Form 20-F of Optibase Ltd.

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;

4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 31, 2015

/s/ Amir Philips
Amir Philips
Chief Executive Officer

Exhibit 12.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Yakir Ben-Naim, certify that:

1. I have reviewed this annual report on Form 20-F of Optibase Ltd.

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;

4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

Date: March 31, 2015

/s/ Yakir Ben-Naim
Yakir Ben-Naim
Chief Financial Officer

Exhibit 13.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Optibase Ltd. (the "Company") on Form 20-F for the period ending December 31, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned hereby certify that to the best of our knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 31, 2015

/s/ Amir Philips
Name: Amir Philips
Title: Chief Executive Officer

Exhibit 13.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Optibase Ltd. (the "Company") on Form 20-F for the period ending December 31, 2014, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned hereby certify that to the best of our knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 31, 2015

/s/ Yakir Ben-Naim
Name: Yakir Ben-Naim
Title: Chief Financial Officer

Exhibit 15.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statements (Form S-8 Files No. 333-10840; 333-12814; 333-13186; 333-91650; 333-122128; 333-137644; 333-139688; 333-148774; 333-198519) pertaining to Optibase Ltd. of our report, dated March 31, 2015, with respect to the consolidated financial statements of Optibase Ltd., included in this Annual Report (Form 20-F) for the year ended December 31, 2014.

/s/ Kost Forer Gabbay & Kasierer
KOST FORER GABBAY & KASIERER
A Member of Ernst & Young Global

Tel-Aviv, Israel
March 31, 2015