



AMONT

REAL ESTATE GROUP

GENERAL TERMS AND CONDITIONS

1. Our activity as estate agent comprises the identification and/or the placement of real estate transactions including pertaining consultancy services. We consider business relationships to our customers as a matter of trust. We are especially engaged in executing all orders in a high-quality manner, i.e. expeditiously, thoroughly and with the diligence of a proper tradesman. In case we simultaneously work for multiple contractual partners, we avoid conflicts of interests and endeavour to find a solution which is satisfactory for all partners. The terms and conditions stated below are the basis for a trustful cooperation.
2. AMONT Immobilienverwaltungsgesellschaft mbH, together with the independent company IMMO-ASS-Dresden, H. Claussnitzer & A. Leistner GbR (permission according to § 34c of the German Trade, Commerce and Industry Regulation Act GewO), is predominantly engaged in the identification and/or the placement/marketing of non-performing real estate and real estate companies. Our agent activity is regulated by §§ 652ff. of the German Civil Code.
3. Except as otherwise provided in the tender or expressly agreed, the customer (purchaser, tenant, transferee of titles) shall pay the following charges:

Purchase and sale of real estates, participation and companies, similar business

6% of the purchase price for objects up to €500,000.00.-
5% of the purchase price for objects up to €5 million
4% of the purchase price for objects up to €15 million
3% of the purchase price for objects exceeding €15 million
4. Rent and Lease
Not applicable
5. The purchase price is the total sum of all consideration from the buyer plus accepted encumbrances and liabilities of the real estate, the company or the participation. In case the buyer pays a pension, the cash value of the pension allowance is deemed the purchase price. With respect to the identification and/or the placement of quasi-purchase transactions (e.g. acquisition of heritable building rights, contribution of a property into a corporation or similar), the same brokerage rates are applicable as for purchases.
All mentioned rates are subject to the V.A.T. respectively valid, currently 19%.
6. If the real estate customer already knows about the opportunity proven by us, at the moment of signing the main contract (contract), he or she shall notify us in writing within 8 days of receipt of the first object information by stating the source. In case the customer culpably infringes this obligation, he or she shall compensate us for the expenses which would not have been incurred if we had been notified about his being aware in due time. In case of direct negotiations, the customer shall refer to our activity as estate agent and shall immediately inform us about the content of the negotiations. We are entitled to take part in the signing of the contract; date and place shall be announced in due time.
7. All tenders and contract data are intended for the principal only. In case they are disclosed to third

parties without our written consent resulting in contract conclusion, the customer shall pay a penalty to the extent of the brokerage rate fixed in clause 3. We reserve the right to claim further damages.

8. We are authorized to oblige the other contracting party to pay brokerage as well.
9. In case the real estate customer resigns from his or her intentions to conclude a contract and the order placed with us becomes irrelevant, he or she shall be obliged to give immediate written notice. Otherwise we are entitled to compensation for expenses and effort incurred in vain.
10. Brokerage is due upon contract conclusion and shall be payable within 10 days of invoice receipt. In case of default we are entitled to claim interest of 8% above the European Central Bank's base rate applicable as damage caused by default, notwithstanding the right to claim further damages or the customer's right to prove that we have just incurred slight damage caused by default.
11. Later conclusion of the contract or signing under deviating terms as soon as the same success is guaranteed shall not affect our being entitled to brokerage.
12. Basis of our tenders and information

We submit tenders and information to the best of our knowledge. As we rely on information provided by third parties, we do not assume any engagement or responsibility for their correctness. Especially errors and later missing of contract conclusion opportunities as a result of intermediate business cannot be excluded. This is the reason for which we do not assume liability for negligence. The provisions shall not be construed as an obstacle to claim possible compensation for damages as soon as they are attributable to wilful or wantonly negligent behaviour.

13. Severability Clause

In defining the above mentioned provisions, we endeavoured to find an appropriate balance between the groups of interest. If any provision of these terms and conditions is held invalid, the invalidity shall not affect other provisions herein.

14. Place of execution and place of jurisdiction

The place of execution and place of jurisdiction for fully-qualified traders shall be the principle place of our headquarters.

Imprint

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