General Terms of Contract ("GTCs")

I. General contents of the brokerage services

1. The brokerage services include the documented evidence of the opportunity to conclude a contract or mediate a contract **("Business")** for developed and undeveloped properties, especially industrial and commercial properties, investment properties, residential buildings, agricultural and forestry land as well as residential premises and commercial and industrial premises, especially office buildings, office floors, shop premises, production buildings and warehouses, and also for companies and shareholdings in companies as well as their acquisition, administration, sale, rental and other exploitation, and also the mediation of financing of any kind, capital investments and tax-privileged investment holdings **("Business Objects")**.

2. All offers are non-binding and subject to change. No guarantee shall be assumed for their correctness and completeness. Errors and interim utilization are expressly excepted for all offers and notifications. Our offers are intended exclusively for the recipient and shall be kept confidential by the recipient and not disclosed to third parties unless we have given our written permission for disclosure.

3. Collateral agreements in connection our written offers require our written confirmation in order to be valid.

II. Broker's commission

1. Our claim of commission to the amount of 3.57 % (see VIII. of the GTCs) of the total purchase price including all the collateral agreements or replacement transactions, e.g. purchase instead of rental or similar, associated with the purchase shall arise against the seller and the buyer as soon as a fully effective contract of sale or other purchase agreement has come into being on the basis of our documented evidence or our mediation, as well as for the purchase of undeveloped or developed properties as well as rights equivalent to real estate property arising from a foreclosure sale. In the case of purchase on an annuity basis, the cash price plus the capitalized pension interest (capital value of the pension) shall apply as the purchase price. The **"capital value"** is an economic indicator for the dynamic investment appraisal. In this respect, payments which are due from time to time are made comparable through discounting at the beginning of the investment. Our claim of commission to the amount of 3.57 % (see VIII of these GTCs) of the purchase price shall arise against the contracting party as soon as inheritable building rights are provided and transferred on the basis of our documented evidence or our mediation. If such a purchase price is not agreed upon, either 25 times the annual ground rent (Alternative 1) or the calculated capital value of the inheritable building right (Alternative 2) shall take its place. The higher amount resulting from the calculation basis of Alternative 1 or Alternative 2 shall be used in each case. The usual market effective interest rate for mortgage loans with a fixed interest rate period of 10 years with 100 % payment (complete financing of the purchase price) shall be applied for calculation of the capital value.
2. Our claim of commission to the amount of 3.57 % (see VIII of these GTCs) of the amount of the loan shall arise against the contracting party as soon as financing is mediated or documented on the basis of our work. Our claim of commission to the amount of 5.95 % (see VIII of these GTCs) of the investment amount shall arise against the contracting party as soon as capital investments and investment holdings are mediated or documented on the basis of our work.
3. Our claim of commission of 3 months' rent plus VAT in each case (see VIII of these GTCs) shall arise against the tenant, leaseholder or beneficial owner as well as the landlord as soon as commercial rental agreements, contracts of lease or comparable contracts of use with a term up to 5 years have come into being on the basis of our documented evidence or our mediation. In the case of contracts with a term of more than 5 years, the tenant and the landlord shall pay us a commission to the amount of 4 months' rent plus VAT (see VIII of these GTCs) in each case.

4. If an option right to subsequent purchase of the Business Object is granted to the tenant or leaseholder in addition to a commercial rental agreement or contract of lease which comes into being on the basis of our documented evidence or our mediation, the total amount of the commission arising from the tenancy agreement and option right shall not exceed 5 months' rent plus VAT (see VIII of these GTCs) per party. If an option right with respect to the extension of a tenancy or lease is agreed, we shall receive 2 months' rent plus VAT from the option holder (see VIII of these GTCs).

5. Our claim of commission to the amount of 2.38 months' rent including VAT (see VIII of these GTCs) shall arise against the landlord and the tenant as soon as an agreement for the rental of accommodation has come into being on the basis of our documented evidence or our mediation.

6. Our claim of commission in accordance with Sub-section 3, 4 and 5 (II. Broker's commission of these GTCs) shall arise against the contracting party as soon as a graduated rental agreement has come into being on the basis of our documented evidence or our mediation. If a fixed term for the graduated rental agreement is agreed upon, the commission shall be calculated according to the average monthly rent during this term. If a fixed term for the graduated rental agreement is not agreed upon, the commission shall be calculated according to the initial rent.

7. Our claim of commission to the amount of 1.19 % (see VIII of these GTCs) of the market value of the Business Object shall arise against the party entitled as soon as a right of pre-emption is mediated on the basis of our work. Our claim to commission to the amount of 2.38 % (see VIII of these GTCs) of the purchase price shall arise against the party entitled as soon as a right of pre-emption is exercised on the basis of our work.

8. Our claim of commission shall also arise if a commercially similar Business or one of the same kind comes into being on the basis of our work.

9. Joint causality of our work is sufficient with respect to Sub-sections 1 to 8 (II. Broker's commission).

III. Extension of the claim of commission

In addition, we are entitled to commission if the recipient of the offer passes our offer on to a third party who then concludes the purchase, acquisition or rental agreement, or if the recipient of the offer acquires, purchases, rents or leases in

his own name as a legal or contractual representative of a third party. Third parties are deemed to be spouses, family members and legal entities who are represented by the recipient of the offer.

IV. Date of payment of the claim of commission

All commission payments have been earned and are due on the date of a legally effective Business concluded on the basis of our work in the cases of Sub-section 1 to 8 (II. Broker's commission).

V. Authorization

Our contracting party shall provide us with all the complete and correct information we require for execution of the order. The contracting party shall authorize us to inspect the Land Registry and the Land Registry documents, the insurance records, planning permission documents and any other official documents, in which the Business Object is documented, and also to obtain information from the building management. Furthermore, the contracting party shall provide us with a copy of the requisite documents, such as existing tenancy agreements, for the period of this order and grant us and prospective customers access to the Business Object.

VI. Sole agency agreement

If a sole agency agreement is conferred on us, our contracting agency shall not call in any other broker apart from us during the term of the contract.

VII. Term and termination

The contract of brokerage is concluded for a fixed term of 6 months with the proviso that the contractual parties have not agreed upon anything else. The contract of brokerage cannot be ordinarily terminated during this period of time. It shall be extended by a further 3 months in each case if it is not terminated by a contractual party subject to a period of notice of one month. The right to exceptional termination for reasons for cause shall not be affected thereby. Any termination must be drawn up in writing and signed in order to be valid.

VIII. Collection and calculation of VAT

The collection and calculation of the VAT is generally provided at the currently valid VAT rate. If the VAT rate changes, the rate applying on the due date shall apply.

IX. Place of performance and legal venue

Inasfar as is permitted by law, Cologne shall be the domicile of the contracting parties for the purposes of the contract and the legal venue.

X. Right of revocation

1. Information on the right of revocation (off-premises contract, instalment payments, distance selling)
If the contracting party is a natural person who concludes a legal transaction for purposes which cannot be considered as commercial or independent professional activity **("Consumer")** pursuant to Section 13 of the German Civil Code (BGB) and if the contract of brokerage is concluded outside the business premises of the broker or exclusively for distance selling pursuant to Section 11 of the Distance and External Selling Act (FAGG), the contracting party shall have a right of revocation. The contracting party can revoke the contracting party's contractual declaration in written form within 14 days without giving reasons pursuant to Section 126 b of the German Civil Code (BGB). The prescribed time-limit shall commence after receipt of this advice in written form pursuant to Section 126 b of the German Civil Code (BGB), but not before conclusion of the contract as well as not before satisfaction of our obligations to provide information pursuant to Article 246, Section 2 in conjunction with Section 1, Sub-section 1 and 2 of the EGBGB (European Community Civil Code) and our obligations pursuant to Section 312 g, Sub-section 1, p. 1 of the German Civil Code (BGB) in conjunction with Article 246, Section 3 of the EGBGB (European Community Civil Code). To respect the revocation period, it shall suffice to send the revocation in due time. The notice of revocation is to be sent to:

Prime Value Invest GmbH
Managing Director: Julian Weber
Maria-Himmelfahrt-Str. 3
D-51067 Köln
Tel.: +49 (0) 221 997 905 00
Email: info@prime-value.de

2. Consequences of revocation
In the event of an effective revocation, the services and payments received by both parties shall be returned and any emoluments (e.g. interest) derived returned. If the contracting party is not able to return the payment or service received in whole or in part or only in a deteriorated condition, the contracting party must provide us with an appropriate replacement in terms of value. This may result in the contracting party nonetheless being required to fulfil the contractual payment obligations with respect to the period up to the date of the revocation of the contract. The contracting party shall discharge obligations to reimburse payments within 30 days. The prescribed time-limit shall commence for the contracting party after sending the declaration of revocation, and the prescribed time-limit shall commence for us on receipt thereof.

3. Advice pursuant to Section 356, Sub-section 4 of the German Civil Code (BGB)
The contracting party hereby confirms that the contracting party is aware that the contracting party's right of revocation described above becomes null and void for the above concluded contract of brokerage if the broker has handed over the complete documents, they were inspected and the contracting party only has to decide whether to conclude the documented/mediated principal contract without any further work of the broker being required. The contracting party has been advised of Section 356, Sub-section 4 of the German Civil Code (BGB)