

AGREEMENT between Agent and Prospective Buyer

Between

Company, name, address

and

HANDELS-IMMOBILIEN SCHUBERT, Am Buchenwald 35, D-82340 Feldafing, +49/8157-99 99 20,
Fax -/9999 222 *the following is agreed:*

1. The Principal commissions the Agent with the proof of purchase opportunity of an object with the following criteria: super market, building market, residential or commercial building, real-estate project or participation in such projects resp. objects for the purpose of capital investment.

2. Only in case of notarization (conclusion of a purchase agreement, heritable building-right contract resp. purchase-agreement share in a civil law association (GbR/limited partnership (KG), purchase of land with building contract), the Agent receives from the Principal a commission sum of 3% (negotiation basis) plus value added tax out of the gross purchase price resp. the sum of the entire interest on heritable building-rights due during the duration of the contract. The commission sum is due for payment on the conclusion of the contract.

3. The Agent strives to acquire and present comprehensive information which can be of relevance for the buying decision and performs with the diligence of a decent businessman; however, he is not responsible that the presented object meets the criteria requested by the Principal. The Principal peruses the actual and legal circumstances of the said object at this own risk. The Agent is liable for deliberate intention and gross negligence. The Agent is entitled to act on behalf of the seller, as well, if he disclosed these activities to the Principal in writing. Any double activity obliges the Agent to act strictly impartial.

4. In case that the Agent informs the Principal of an object, and the Principal fails to inform the Agent in writing within three days upon reception of the information that and through whom the object is already known to him, then the Principal can later not plead any prior knowledge. Should the Agent insist, then the Principal is obliged to prove his prior knowledge.

5. The Principal binds himself to treat all information from the Agent regarding presented objects strictly confidentially and not to disclose the same to third parties. Should any third party acquire an object as a result of unauthorized disclosure, then the Principal owes to the Agent in every case a commission payment pursuant to Fig. 2 herein as though the Principal himself had acquired the object. It is considered to be an inadmissible disclosure of information for the Agent's account, should as purchaser a person or company appear in which the Principal participates and who is married, related by marriage, or otherwise related to the Principal. The presumption can be confuted by the Principal.

6. This Agent Agreement can be terminated by both parties in writing by registered mail under observation of a term of four weeks to the end of a calendar month.

7. The Principal owes a commission sum in the meaning of Fig. 2 herein also for all future real-estate transactions which materialize between him and the seller of objects stated by the Agent, disclosed to him by the Agent. The stipulations of Fig. 5 herein apply accordingly.

8. Place of fulfilment and jurisdiction is Munich should this Agreement be concluded with merchants entered in the German commercial register or with contractual partners who have no general place of jurisdiction within this country. The time limit for the right of rescission according to the distance selling act is 14 days* (see below).

9. Tacit, oral or written subsidiary agreements were not made. Modifications or supplements need to be made in writing. Should a regulation of this agreement be invalid or impracticable or become so in the future, the other regulations of this agreement will not be affected, however, the parties covenant already now to replace this regulation by an effective one legally and economically coming as close as possible to the meaning of the invalid/impracticable regulation. .

Place

date

Feldafing

Principal

HANDELS-IMMOBILIEN SCHUBERT

Consumer's right to rescind agreements concluded off-premises and distance selling contracts with the exception of contracts about financial services – Reporting requirement according to § 312d Section 1 BGB in connection with Art. 246a para 2, p. 2, no. 2 BGBEG

Contractor: **HANDELS-IMMOBILIEN SCHUBERT**, Am Buchenwald 35, D-82340 Feldafing, Tel: 08157/99992-0, Fax: 08157/9999222, info@retail-estate.com

informs

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concerning the brokerage agreement

Cancellation Instructions for Consumers

Right of Rescission

You have the right to cancel this agreement, within fourteen days without stating any grounds.

The period within which the right to rescind may be exercised runs for fourteen days from the day the contract is concluded.

In order to exercise the right to rescind, you must inform us, **HANDELS-IMMOBILIEN SCHUBERT**, Am Buchenwald 35, D-82340 Feldafing, Tel: 08157/99992-0, Fax: 08157/9999222, info@retail-estate.com by means of an explicit notification (for example, a letter sent by mail, telefy or email) about your decision to rescind this contract. You can use the attached specimen rescission notice form for that, the use of which, however, is not stipulated.

The revocation period shall be deemed observed if the rescission notice is sent off before the expiration of the time line.

Effets of rescission

When you rescind this contract, we have to refund to you all payments which we received from you, including delivery cost (with the exception of supplementary costs, arising from the fact, that you chose another kind of delivery than the most favourable standard delivery offered by us), promptly and not later than fourteen days from the day when we received your notification of rescission. For refunding we will use the same means of payment, which you introduced for the original Transaction, unless a different proceeding was explicitly stipulated with you; in this case, we will charge you fees for this refund.

If you asked that we begin to put into execution the commissioned services within the time line of the rescission period, you will have to pay us an appropriate amount, corresponding to the portion of the services already provided, up to the point of time, where you notified us about your execution of the right of rescission from the contract, compared to the total package of the services required by the contact.

Specimen rescission form

If you want to rescind your contract, please complete this form and send it back to us.

– To **HANDELS-IMMOBILIEN SCHUBERT**, Am Buchenwald 35, D-82340 Feldafing, Tel: 08157/99992-0, Fax: 08157/9999222, info@retail-estate.com

- *Herewith, I/we rescind the contract concluded by me about the purchase of the following products (*) /the provision of the following services (*)*
- *ordered (*), received (*)*
- *Name of the consumer(s)*
- *Address of the consumer(s)*
- *Signature of the consumer(s) (only when notification is in writing)*
- *Date*

() Please delete where inapplicable.*

Declaration by the Consumer/Premature Termination of the Right of Rescission

I demand explicitly, that you begin to put into execution the commissioned services before the termination of the right of rescission.

yes no

I am aware, that I loose my right of rescission before termination of the period within which the right to rescind may be exercised, when the contract is completely fulfilled and the execution the commissioned services did not start until I had given my explicit consent (§ 356 para. 4 BGB).

Place, date and client's signature

Annotations:**The contract of brokerage in distance selling**

Distance contracts are contracts according to §312c BGB, for which the entrepreneur, or a person acting in the entrepreneur's name or on his behalf, and the consumer exclusively avail themselves of means of distance communication in negotiating and concluding the contract, except where the conclusion of the contract does not take place in the context of a sales or service-provision scheme organised for distance sales.

Means of distance communication within the meaning of this Code are all means of communication which can be used to initiate or to conclude a contract, without requiring the simultaneous physical presence of the parties to the contract, such as letters, catalogues, telephone calls, faxes, emails, text messages sent via the mobile telephone service (SMS) as well as messages broadcast and sent via teleservices.

The contract of brokerage off-premises

Off-premises contracts are contracts, according to §312b BGB, that are concluded with the simultaneous physical presence of the consumer and of the entrepreneur, in a place which is not the business premises of the entrepreneur,

In addition, the law names further constellations, in which a contract can be concluded off-premises, for instance during an excursion. This constellation, however, is not conceivable with regards to a contract of brokerage.

Further reporting requirements

As to Art. 246a BGBEG further reporting requirements have to be met, that the time line of revocation can begin (§312d Section 1 BGB). These include, in addition to the information about the right to rescission prior to the conclusion of contract (this does not have to be effected in writing), besides information about the identity of the contractor or, where applicable, of the company in order of which the contractor acts, information about the all round price of the services including value added tax, as well. Information about prices in the exposé generally suffice.