

Remuneration Agreement

for activities to be pursued outside of court (including an inquiry with the legal expenses insurance, should such a policy have been taken out, as to whether or not the case in question and such activities are covered by it)

in the matter

(Name of the client)

vs. (not being final und not to be understood as a statement regarding the existence of claims)

1. Allgemeine Hypothekenbank Rheinboden AG [hereinafter referred to as “AHBR“]
2. Alexander Spitzkopf
3. Heinz-Gerhard Grossmann
4. Rolf Schumacher
5. Dr. Klaus Schubäus
6. Dieter Stratmann
7. Other former members of the representative supervisory body of AHBR (Board of Management/Supervisory Board)
8. KPMG Deutsche Treuhand-Gesellschaft Aktiengesellschaft Wirtschaftsprüfungsgesellschaft,
9. Deloitte & Touche GmbH Wirtschaftsprüfungsgesellschaft
10. Lone Star Germany GmbH
11. Investment advisors
12. Other parties responsible for the AHBR damage event (cf. www.arge-ahbr.de) who may be involved in the future.

(Client)

has retained

PIA ProtectInvestAlliance/

ARBEITSGEMEINSCHAFT (ARGE) AHBR,

consisting of the law firms (not an overall firm, only a working group!)

NIEDING + BARTH Rechtsanwaltsaktiengesellschaft, An der Dammheide 10, 60486 Frankfurt am Main,

TILP Rechtsanwälte, Einhornstrasse 21, 72138 Kirchentellinsfurt,
TILP Rechtsanwälte, Kurfürstendamm 62, 10707 Berlin,

(referred to hereinbelow as “the Working Group”),

commissioning them with the task of safeguarding his/her legal interests.

Such safeguarding of legal interests includes the following activities out of court:

1. Create the attorney-client relationship in administrative terms, determine and continually manage your claims including ancillary claims (interest, costs, expenditures, etc.);
2. Correspond with your legal expenses insurance company (provided such insurance has been taken out);
3. Communicate and cooperate with the authorities (for example, supervisory authorities and public prosecutor's offices), this is to include, in each case, requesting the right to inspect files;
4. Do background research (we collaborate with a group of former employees of the *Bundeskriminalamt* (BKA, Federal Office of Criminal Investigation), the *Landeskriminalamt* (LKA, Land Office of Criminal Investigation) and the *Bundesamt für Verfassungsschutz* (BfV, Federal Office for the Protection of the Constitution));
5. Review and file your claims vis-à-vis all of those parties who may be held liable (cf. above);
6. Pursue negotiations outside of court in the context of the pending restructuring of AHBR in order to secure your legal position;
7. Conduct all of the written correspondence; coordinate with the other parties who have suffered damages in the present case;
8. Provide continuous information on the status of the proceedings while informing our clients of the latest developments on our protected "members only" webpage;
9. In selected cases, join the public prosecution as a joint plaintiff in any criminal proceedings that may be initiated;
10. Conduct selected model court proceedings against parties against whom claims may possibly be asserted;
11. Set up, constantly update/care for and maintain the website (www.arge-ahbr.de) as a first point of information for you, as well as for all parties who have suffered damage from AHBR; provide special information on our protected "members only" webpage reserved for our clients;
12. Represent your interests, and those of other injured parties, in the public, in particular by issuing press releases, calling press conferences, etc.;
13. Lobby the political level for improved investor protection measures to be established in Germany.

Due to the large number of investors we represent, the Working Group will charge the activities of its attorneys as a **lump sum fee.**

This is to consist of 5% of the amount of the participation certificates subscribed to, plus expenditures and statutory value added tax, up to a nominal value of EUR 100,000.00 and/or 5% of the investment amount as a dormant shareholder, plus demands that may be made for additional payments, plus expenditures and statutory value added tax, up to a nominal value of EUR 100,000.00.

In those cases in which the nominal value is higher than EUR 100,000.00, the amount of the lump sum fee will be agreed upon on an individual basis, in the present case, it will amount to _____ % of the nominal value.

The lump sum fee shall cover only those activities listed among the 13 items above. Any activities above and beyond that scope shall be invoiced, provided that we have been correspondingly commissioned by you as our client, according to the fee regulations stipulated by the *Rechtsanwaltsvergütungsgesetz* (RVG, German Law on the Remuneration of Attorneys). Setting off the lump sum fee from the fees for activities that are not included in the 13 items listed above is herewith expressly excluded.

The present Remuneration Agreement applies only for those cases in which no confirmation of cover from the legal expenses insurance company is available, or in which the insurance company refuses to issue such confirmation. If, however, such confirmation of cover is available or if the insurance company issues such confirmation, the Working Group shall invoice its attorneys' activities in accordance with the fee regulations of the German Law on the Remuneration of Attorneys.

The outcome of the matter(s) in dispute will not have an influence on the amount of the remuneration. To the extent legally permissible, it is agreed that German law shall apply to the present Remuneration Agreement and that Frankfurt am Main shall be the place of jurisdiction.

_____ dated _____

Frankfurt am Main/Kirchentellinsfurt, dated _____

(Client)

(for the Working Group)