

General Terms and Conditions for Investment

Any reference herunder to “this agreement” shall mean any financial/business/commercial/investment agreement entered into by MSJ/SCH/GTD/MPG with any other party.

OTHER PARTY TO AGREEMENT is interpreted any party that which MSJ/SCH/GTD/MPG enters into “this agreement” as defined above.

“The Companies” shall mean MSJ/SCH/GTD/MPG and is interpreted as :
MSJ=Maybrook Saint James Ltd, SCH=Saint Charles Homes Ltd, GTD=Great Titchfield Developments Ltd, MPG=Maybrook Properties Germany Ltd and any other connected companies whether directly or indirectly.

These terms and conditions shall apply to and be incorporated in any current ongoing or future agreements as defined as “this agreement” hereinbefore.

1. This agreement shall be governed by and interpreted under the law of England and Wales. Any claim arising out of or relating to this agreement, or the breach thereof, shall be subject to, depending on the absolute discretion of **The Companies** EITHER arbitration in accordance with the Rules of the Chartered Institute of Arbitrators or other equivalent set of rules and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof OR by litigation being issued and heard within any relevant home court of **The Companies**.
2. Any and all notices to be given pursuant to or under this agreement shall be sent to the Party to whom the notice is addressed at the address of the Party given herein.
3. Subject to any necessary supplement variation or amendment of this agreement from time to time by **The Companies**, whether in writing or orally, this agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the Parties. Subject to **The Companies** benefiting from and accepting any waiver initiated,

whether orally in writing or impliedly, by [OTHER PARTY TO AGREEMENT], no waiver of any of the provisions of this agreement shall be deemed, or shall constitute, a waiver which may be relied upon by either party to this agreement.

4. This agreement may not be assigned by [OTHER PARTY TO AGREEMENT] without the prior written consent of **The Companies**.
5. **The Companies** shall not be liable to the [OTHER PARTY TO AGREEMENT] for any error in judgment or any mistake of law or fact or any act done or omission in the business conduct of **The Companies** to the fullest extent permitted under the law. Any director or employee of **The Companies** shall under no circumstances at all times be personally liable for any matters connected to the subject matter of this agreement directly or indirectly.
6. The relationship between the Parties shall be limited to the performance of the terms and conditions of this agreement. Nothing herein shall be construed to create a general partnership between [OTHER PARTY TO AGREEMENT] and **The Companies** or to authorise [OTHER PARTY TO AGREEMENT] to act as a general agent or employee or hold out to act on behalf of **The Companies**, or to permit [OTHER PARTY TO AGREEMENT] to bind **The Companies** except as set forth in this agreement, or permit [OTHER PARTY TO AGREEMENT] to borrow money on behalf of **The Companies**, or permit [OTHER PARTY TO AGREEMENT] to use the credit of **The Companies** for any purpose, or permit [OTHER PARTY TO AGREEMENT] to negotiate in any manner on behalf of **The Companies**.
7. **The Companies** shall have the sole discretion, management and entire control of the conduct of any activity under this agreement.
8. The division or split or apportionment between the Parties of any profits, income or any other benefits whatsoever or any losses liabilities or any other detriments whatsoever arising under this agreement directly or indirectly shall be determined in final by **The Companies**, whose decision shall be binding upon [OTHER PARTY TO AGREEMENT]. In the event of a division or split or apportionment between the Parties of any losses liabilities or any other

detriments whatsoever arising under this agreement directly or indirectly the [OTHER PARTY TO AGREEMENT] shall be required to contribute funds towards those losses liabilities or any other detriments whatsoever within fourteen days of receiving oral or written demand by **The Companies**.

9. Any information obtained by [OTHER PARTY TO AGREEMENT] about **The Companies** which is not in the public domain, whether related to this agreement or otherwise, shall remain confidential and [OTHER PARTY TO AGREEMENT] hereby covenants that he shall not release, rely upon, utilise or benefit from such information and this covenant shall remain active at all times for a duration of 900 years from the date of this Agreement.
10. Any construction or interpretation of the terms clauses or any other provisions hereinbefore will be absolutely subject to the discretion of **The Companies**.
11. If any provision of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable. Without prejudice to clause 3 hereinbefore, the failure of **The Companies** to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

Addresses of Parties

Maybrook Saint James Ltd

26 York Street, London W1U 6PZ, England.

Saint Charles Homes Ltd

26 York Street, London W1U 6PZ, England.

Great Titchfield Developments Ltd

26 York Street, London W1U 6PZ, England.

Maybrook Properties Germany Ltd

26 York Street, London W1U 6PZ, England.