Profit and Loss Transfer Agreement

between

GRENKELEASING AG

with its head office in Baden-Baden,

and registered in the Commercial Register of the District Court of Mannheim under HRB 201836, represented by the member of the Board of Directors with sole power of representation, Mr Wolfgang Grenke,

- hereinafter also referred to as "**Controlling Company**"

and

Hesse Newman & Co. Aktiengesellschaft

with its head office in Hamburg,

and registered in the Commercial Register of the District Court of Hamburg under HRB 76796, represented by the members of the Board of Directors with joint power of representation, each of whom is exempt from the restriction of Section 181 2nd alternative BGB (German Civil Code), Dr. Uwe Hack and Mr. Helmuth Kellner,

- hereinafter also referred to as the "**Controlled Company**".

Preamble

A tax group for income tax purposes is to be established between GRENKELEASING AG as the Controlling Company and Hesse Newman & Co. Aktiengesellschaft as the Controlled Company. For this purpose, the financial year, which until now has corresponded to the calendar year, will be changed to the period from April 1 of a year to March 31 of the following year. Starting January 1, 2010, the financial year will be changed back to the calendar year. This will result in two abbreviated financial years – one from January 1 to March 31, 2009 and another from April 1 to December 31, 2009.

Based on the aforementioned, the contracting parties agree to the following:

Profit and loss transfer agreement

Section 1
Profit transfer

(1) During the term of the Agreement, the Controlled Company shall be obliged – subject to the formation of reserves pursuant to para. 2 – to transfer its entire profit to the Controlling Company in compliance with Section 301 of the German Stock Corporation Act (AktG).

(2) The Controlled Company may, with the consent of the Controlling Company, allocate amounts from the net profit for the year to other retained earnings (Section 272 [3] HGB) only to the extent that this is economically justified on the basis of a reasonable commercial assessment. Other retained earnings (Section 272 [3] HGB) formed during the term of this Agreement shall be dissolved at the request of the Controlling Company and used to offset any net loss for the year or to transfer them as profit. The release of other retained earnings for the purpose of profit transfer is subject to the proviso that the Controlled Company has sufficient own funds.

(3) The transfer of amounts from the release of retained earnings and capital reserves according to Section 272 (2) no. 4 HGB, as well as of profit carry-forwards formed before the entry into force of this Agreement, is excluded. The same shall apply to capital reserves created during the term of the Agreement in accordance with Section 272 (2) no. 4 HGB.

Section 2
Loss absorption

Pursuant to Section 302 AktG, in its respective current version, the Controlling Company is obliged to compensate for any annual loss of the Controlled Company otherwise arising during the term of the Agreement, unless such loss is compensated by withdrawing amounts from other retained earnings that were allocated to them during the term of the Agreement.

Section 3
Compensation and settlement of outside shareholders

Since the Controlling Company is the sole shareholder of the Controlled Company, the Controlling Company is not obliged to grant either a compensation payment (Section 304 AktG) or a settlement (Section 305 AktG) to outside shareholders.

Section 4
Entry into force, duration and termination of Agreement

(1) This Agreement is concluded subject to the approval of the Annual General Meetings of the Controlling Company and the Controlled Company. The Agreement shall become effective upon entry in the commercial register of the Controlled Company. With regard to the appropriation of profits (transfer of profits and absorption of losses), it shall enter into force on April 1, 2009. It is concluded for an indefinite period.

(2) Each party may terminate the Agreement by written declaration to the other party at the end of each financial year but no earlier than December 31, 2014. The Agreement shall be renewed for a further financial year in each case if it is not terminated by one of the contracting parties with six months' notice before the end of the Agreement period. Decisive for the observance of the notice period is not the dispatch of the letter of termination but instead its receipt by the other party.

(3) The right to terminate the Agreement for good cause without notice shall remain unaffected. In particular, the sale of all shares or the majority of shares (more than 50 %) in the Controlled Company shall be deemed to be good cause.

Section 5
Miscellaneous

(1) Amendments and supplements to this Agreement must be made in writing. This also applies to the waiver of the written form requirement.

(2) If any provision of this Agreement is or becomes void, invalid, or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions of the Agreement. In place of the void, invalid or unenforceable provision, a provision shall come into force which comes as close as possible to what the parties would have intended in accordance with the meaning and purpose of this Agreement had they considered this in the light of the voidness, invalidity or unenforceability.

This shall also apply in the event of the invalidity, ineffectiveness, or impracticability of a performance or time provision contained in this Agreement. In this case, the legally permissible performance or time provision that comes closest to the agreed one shall be deemed agreed. Sentences 1 and 2 apply accordingly to loopholes in this Agreement

Baden-Baden, March 23, 2009

GRENKELEASING AG

(Wolfgang Grenke)

Hamburg, March 23, 2009

Hesse Newman & Co. Aktiengesellschaft

(Dr. Uwe Hack) (Helmuth Kellner)

Notarisation

This copy agrees with the original submitted.

Karlsruhe, May 12, 2009

Notary's Office 2 Karlsruhe

Dr Stiegeler, Notary

I hereby certify the conformity of the image files contained in this file with the paper document in my possession as a certified copy.

Hamburg, June 23, 2009

Hamburg Notary Dr Ralf Katschinski,