

# **PUBLICATION**

**Kreuzbergkaserne**

**Turenne Kaserne**

**Zweibrücken**

**Rhineland-Palatinate**

**Federal Republic of Germany**

Contract document No. 1400/98 dated October 6, 1998 in the original text:

**PURCHASE  
AGREEMENT**

Negotiated in Saarlouis on October 6, 1998. Before the undersigned notary;

Manfred Mohr

with the official seat in Saarlouis, appeared:

**1. as Seller:**

Mr. Siegfried Hiller, born on June 19, 1951,  
government official - identified by service ID -,

acting on behalf of the Federal Republic of Germany (Federal Finance Administration),  
represented by the Federal Property Office Landau, Gabelsberger Street 1, 76829  
Landau, based on the original power of attorney dated October 5, 1998, issued by the  
representative of the head of the Federal Property Office Landau.

**1. as Seller:**

Federal Republic of Germany  
(Federal Finance Administration)  
represented by:

Federal Property Office  
Landau Gabelsberger Str. 1,  
76829 Landau / in der Pfalz

- hereinafter referred to as **Federal  
Government** -

**2. As buyer**

**Buyer 2 a )**

a) Company Tasc- Bau Trading and General Contractor for Residential and Industrial  
Construction AG, based in Spickendorf, registered in the commercial register of the  
District Court Halle- Saalkreis under HRB 9896, represented by its managing director  
Mr. Josef Tabellion, businessman, born on June 18, 1950, with business address at  
66787 Wadgassen, Provincial Street 168, known to the person.

- hereinafter referred to as **buyer 2 a** -

**buyer 2 b ),**

Mr. Rick Göritz, born on March 21, 1976, residing at 66482 Zweibrücken,  
Hofenfels Street 222, identified by ID card

- hereinafter referred to as **buyer 2 b** -

- hereinafter referred to as "buyer" -.

**Representation Certificate:**

The acting notary hereby certifies, based on his inspection from today's date of the commercial register maintained at the Halle – Saalkreis District Court – HR B 9896, that

a) the company TASC – BAU Trading and General Contractor for Residential and Industrial Construction AG is registered there and b) Mr. Josef Tabellion, aforementioned, is the authorized representative and managing director exempt from the restrictions of § 181 German Civil Code.

The appearing parties, acting as stated, declared:

We conclude the following

**purchase  
agreement:**

**Subject of Purchase / Real Estate Information § 1:**

**§1 Real Estate Information**

I. The Federal Republic of Germany (Federal Finance Administration) is the owner of the property registered in the land register of the District Court of Zweibrücken, page 5958, in the District of Zweibrücken.

Item No. 120 Parcel No. 2885/16 Building and Open Space,  
Delaware Street Landstuhl Street 97, 107 Louisiana Street 1, 3, 5, 7,  
9, 11, 15, 17, 19, 21, 23, 25,

Pennsylvania Street 1, 2, 3, 4, 5, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 27, 29, 31,

Texas Street

Virginia Street 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 17,

- to 103,699 sqm. -

II. The real estate is encumbered in Department II of the land register with a limited personal servitude (pipeline right); granted to Saar Ferngas AG Saarbrücken according to the approval dated April 5, 1963. This encumbrance will be accepted by the buyers for

further tolerance has been assumed. The real estate is free of burdens in Department III of the land register. Other unregistered encumbrances and restrictions, etc. (e.g., historical easements) are not known, unless specifically stated in this certificate. The Federal Government assumes no liability in this regard. Should such burdens exist nonetheless, they will be assumed by the buyers.

III. The real estate is developed with 26 residential buildings containing a total of 337 residential units as well as a heating plant.

#### **§2 Contractual Relationships**

I. The property section marked in red in the annex with the standing buildings n

Louisiana Street 5/7, 9/11, 13/15, 17, 19/21,  
23, 25, Pennsylvania Street 8, 11-/13, 15, 17,

a total of 71 residential units have been transferred to the Dutch Armed Forces by the Federal Republic of Germany for a fee under international law.

II. The international transfer relationship between the Federal Republic of Germany and the Kingdom of the Netherlands regarding the transferred property parts remains unaffected by this contract.

III. The contracting parties assume that the Dutch Armed Forces will likely vacate the residential area and return the transferred property parts to the Federal Government. The exact time of return is unknown to both the Federal Government and the buyers.

The international transfer relationship is still being processed by the Federal Government.

In the event that the Dutch Armed Forces do not return the residential area to the Federal Government within the next two years, reference is made to the regulation in § 5 Abs. III.

IV. The real estate subject to the contract also includes a heating plant in building no. 4233, where two Federal employees are employed as heating operators.

The Federal Government has informed the buyers of the statutory regulations of § 613 a BGB.

V. Furthermore, the following contractual relationships exist:

1. Permission contract for the operation of a broadband cabling system with TKS Telepost Kabel-Service Kaiserslautern GmbH dated February 22, 1995 / March 28, 1995.

The buyer in 2b) will enter into this contract, which he is aware of, in place of the Federal Government.

2. Contract for the delivery of hard coal with the company Rheinbraun Handel Süd GmbH. The buyer in 2b) enters into this contract, which he is aware of, in place of the Federal Government.

3. Agreement for the shared use of roads and utilities with the Student Services Kaiserslautern from the purchase agreement with the Federal Government dated August 15, 1996.

The buyers assume the contractual obligations towards the Student Union in place of the Federal Government.

**§3 Purchase  
Object.**

I. The Federal Government sells to the buyers as per 2a) and 2b) in the ratio derived from § 4 Abs. I, the **designated real estate with all rights and obligations as well as components**, except for the 20 kV ring line marked in red in the site plan (Appendix 2) that is located within the purchase object.

II. Also excluded is a partial area of approximately 30 sqm, marked in green in the site plan (Appendix 3), which will be transferred to the neighboring property owner as part of a boundary adjustment procedure.

**§ 4 Division of the Purchase Object/ Surveying**

The buyers acquire as follows:

I. The following division of the purchase object is planned in the internal relationship of the buyers to each other:

a) the buyer under 2a) acquires the areas marked in blue on the site plan (Appendix 3) as well as all development facilities except for the heating lines,

b) the buyer under 2b) acquires the areas marked in red on the site plan (Appendix 3) as well as the heating lines, but without the other development facilities.

II. The buyer under 2a) will apply for the surveying of the partial areas in coordination with the buyer under 2b) within four weeks after the notarization of this contract. Furthermore, the buyer under 2a) will arrange for the parcelling of the partial areas acquired by buyer 2b), as shown in the attached site plan (Appendix 4), within four weeks after the notarization of this contract. The total surveying costs will be borne by the buyer under 2a). To the extent that possession has not yet been transferred to the buyers, the Federal Government grants the buyer under 2a) the necessary access rights to carry out the surveying.

**§ 5 Contract  
Execution**

I. With regard to the existing international transfer relationship with the Dutch Armed Forces, this purchase agreement will only be executed concerning the areas marked in red on the site plan (Appendix 1) once the Dutch Armed Forces have returned these areas to the Federal Government.

This particularly concerns the transition of possession, usages, and burdens, the due date of the purchase price applicable to these areas, and the conveyances for these areas.

II. The contracting parties assume that the Dutch Armed Forces will return the properties entrusted to them to the Federal Government within the next two years.

III. In the event that the Dutch Armed Forces do not return the residential area or parts thereof within the next two years, the Federal Government will seek the consent of the Dutch Armed Forces for the transfer of ownership regarding the parts not yet returned to the buyer in 2b).

**§ 6 Purchase  
Price**

I. The purchase price for the subject of the contract referred to in § 3 para. I amounts to DM 5,182,560,-- (in words: five million one hundred eighty-two thousand five hundred sixty Deutsche Mark).

II. An amount of DM 3,262,560 is allocated to the part of the property marked in blue on the site plan (Appendix 5). This amount, for which the buyer is liable under the internal agreement of 2a), is due as follows:

a) A down payment of 1/3 from an amount of DM 3,252,560, totaling DM 1,087,520, due on the date of notarization. This part of the purchase price has already been paid, which the Federal Government hereby confirms.

b) Payment of a partial amount of DM 2,175,040 in five installments of DM 435,008 each, plus 2% interest above the respective discount rate of the German Federal Bank annually on the remaining amount from the date of today's notarization of this contract, with the discount rate applicable on the first of the month being decisive for the interest rate of that month.

The following due date and payment schedule applies to the installment payment; however, earlier payments are permitted.

- 1st installment DM 435,008,--, due at the end of 12 months after the conclusion of the purchase agreement, thus on October 6, 1999, plus 2% interest above the respective discount rate of the German Federal Bank on the amount of DM 2,175,040,--,

- 2nd installment DM 435,008,--, due at the end of 24 months after the conclusion of the purchase agreement, thus on October 6, 2000, plus 2% interest above the respective discount rate of the German Federal Bank on the amount of DM 1,740,032,--,

- 3rd installment DM 435,008,--, due at the end of 36 months after the conclusion of the purchase agreement, thus on October 6, 2001, plus 2% interest above the respective discount rate of the German Federal Bank on the amount of DM 1,305,024,--,

- 4th installment DM 435,008.00, due at the end of 48 months after the conclusion of the purchase agreement, thus on October 6, 2002, plus 2% interest above the respective discount rate of the German Federal Bank on the amount of DM 870,016.00,

- 5th installment DM 435,008.00, due at the end of 60 months after the conclusion of the purchase agreement, thus on 06.10.2003, plus 2% interest above the respective discount rate of the German Federal Bank on the amount of DM 435,008.00.

The interest will be calculated by the Federal Government based on the respective due date of the installments, separately requested from the buyers, and must be paid within four weeks after the request to the account of the Federal Treasury Düsseldorf, State Central Bank Düsseldorf, BLZ 300 000 00, Account No. 30 001 040, indicating the purpose "Interest Payments Kreuzberg Residential Area, Zweibrücken, Chapter 0807, Title 13101".

III. An amount of DM 1,920,000.00 is allocated to the part of the property marked in red on the site plan (Appendix 5).

The amount for which the buyer is liable in the internal relationship according to 2b) is due for payment within three weeks after written request by the Federal Government.

The request from the Federal Government will be made immediately after the return of the property parts by the Dutch Armed Forces or after the Dutch Armed Forces consent to the transfer of ownership of the property parts entrusted to you.

In the event of the return of individual buildings or property parts, a corresponding partial amount from DM 1,920,000 is due for payment within three weeks after written request by the Federal Government. The amount of the partial payment is determined by the ratio of the living area of the buildings covered by the partial return to the total living area of the buildings marked in red on the site plan (Annex 1).

IV. The partial amount according to paragraph II.a) is to be paid in a single sum to the Federal Treasury Koblenz, State Central Bank Koblenz, BLZ 570 000 00, Account No. 570 010 01, indicating the purpose "Purchase price payment Kreuzberg Residential Area, Zweibrücken, Chapter 0807 Title 131 01."

The partial payments according to paragraph II.b) and paragraph III are to be paid to the Federal Treasury Düsseldorf, State Central Bank Düsseldorf, BLZ 300 000 00, account no. 30 001 040, indicating the purpose "Installment payment Kreuzberg Residential Area, Zweibrücken, chapter 0807 title 131 01."

V. The timeliness of the payment does not depend on the day of dispatch, but on the day of crediting to the aforementioned accounts of the Federal Treasuries. In case of payment delay, default interest of 3% above the respective discount rate of the German Federal Bank is to be paid, with the amount due on the first of a  
The monthly applicable discount rate is decisive for each interest day of this month. Furthermore, in the event of default, buyers must compensate the Federal Government for all other verifiable delay damages and reminder costs. Other verifiable delay damages particularly include the difference between the aforementioned interest rate and a higher interest rate for Federal loans to cover its expenditures.

The buyers submit themselves to immediate Enforcement from this Certificate against the Claimant for the payment obligations assumed in this Certificate on their entire assets.

The entitled party shall be provided with an enforceable copy of this Certificate at any time, without proof of the facts on which the due date of the claim depends.

The notary has referred to § 454 of the German Civil Code. This provision is waived, so that the seller retains the legal rights of withdrawal.

## **§ 7 Land Charge / Bank Guarantee**

I. To secure all payment claims of the Federal Government established by this contract - including conditional ones - that are not fulfilled, the Federal Government establishes a book land charge on the entire real estate listed in paragraph I. in the amount of DM 10,000,000 (in words: Deutsche Mark ten million), which is to be interest-bearing at a rate of 18% (eighteen percent) annually from today's date. The Federal Government approves, with the consent of the buyer, the registration of such a book land charge against the real estate mentioned in § 1 paragraph I. and in favor of the Federal Republic of Germany (Federal Finance Administration), represented by the Federal Property Office Landau - hereinafter referred to as "Creditor".

The land charge is to be registered as follows:

1. The land charge shall bear interest at a rate of 18 percent per annum from today's date. The interest shall be payable retroactively on the first day of the following calendar year.

2. The land charge is due.

Due to the amount of the land charge plus interest, the Federal Government submits to immediate Enforcement in the encumbered real estate in such a way that the Enforcement from this document is permissible against the respective property owner. The Federal Government irrevocably approves and requests **irrevocably** the entry of this subordination clause in the land register.

The buyer shall bear all costs arising from the establishment of the land charge as per 2a).

The Federal Government intends to delete the land charge on the remaining partial areas of parcel no. 2885/16 after the submission of the cadastral evidence of change regarding the areas marked in blue in the site plan (Appendix 3) and to maintain this land charge only on the areas marked in blue in the site plan (Appendix 3).

The land charge is assumed by the buyer for 2a) as a property liability.

The Federal Government will assign the land charge to the leading German commercial bank, which guarantees the payment obligations of the buyer in accordance with the request of the buyer under 2a), as soon as it has received the guarantees described in paragraph II below in full.



II. The buyer in 2a) commits to the accepting Federal Government to provide, within fourteen days after receiving the land registry change certificate regarding the areas marked in blue on the site plan (Appendix 3), the following unconditional Bank Guarantees from a leading German commercial bank to secure the remaining purchase price of DM 4,095,040 as well as to secure the conditional payment obligation in accordance with § 11 Abs. III of this contract in the amount of DM 5,817,440:

a) Bank Guarantee for DM 2,175,040 plus the interest owed in accordance with § 6 Abs. II.b) and Abs. V., as well as the costs according to § 767 Abs. 2 BGB to secure the payment obligation according to § 6 Abs.

II.b). Bank Guarantee of DM 1,920,000, plus interest and costs according to § 767 HGB for the payment obligation in accordance with § 6 paragraph III.

c) Bank Guarantee of DM 5,817,440,- plus interest and costs in accordance with § 767 BGB to secure the conditional payment obligation according to § 11 paragraph III. This Bank Guarantee may also be claimed for arising claims of the Federal Government due to other breaches of contract.

The Federal Government already agrees to a respective reduction of the guarantees to the still outstanding parts of the guaranteed claims. The guarantees mentioned above under letters b) and c) may be limited in duration; however, they must be valid for at least a period of five years from the date of notarization of this purchase agreement.

#### **§ 8 Transfer of Possession**

I. The possession of the areas marked in blue on the site plan (Appendix) as well as all sold main development facilities of the total purchase object (roads including street lighting with network, rainwater retention basins along with sewage pipes, heating lines, water pipes, and low-voltage lines - each up to the house connections) is transferred to the buyers as of today, the date of the notarization of this contract.

II. The possession of the area marked in red on the site plan (Appendix 5) is only transferred to the buyers after the return of this area by the Dutch Armed Forces to the Federal Government or after the consent of the Dutch Armed Forces to the registration of ownership and after payment of the purchase price portion attributable to the partial area. If the Dutch Armed Forces make partial returns, the possession of the partial areas is only transferred after payment of the corresponding portions of the purchase price. The transfer will be documented in written form.

III. From the time of handover, all usages as well as the private and public burdens transfer to the buyers. From this point on, the buyers will bear the other public charges, fees, and taxes, the risk of accidental loss or deterioration of the purchased item, the obligation for traffic safety, and the responsibility for street cleaning and salting.

Buyers are aware that the Federal Government, as a self-insurer, has not taken out insurance for the purchase object specified in § 3.

### **§ 9 Payment due to planning-related higher-value usage possibilities**

I. The purchase object is currently designated as a special area and is not covered by the land-use planning.

II. The determination of the purchase price is based on usage as a General Residential Area in accordance with § 4 of the Building Use Ordinance, with a floor space index of 0.4 and a building area ratio of 1.2 according to § 17 of the Building Use Ordinance.

III. The buyers commit to making a supplementary payment to the purchase price agreed upon in this purchase agreement in the event that the municipality, in its capacity as planning authority, opens a higher-value usage opportunity of a different type and scale than established in paragraph II within ten years after the conclusion of the contract, and the buyers realize this higher-value usage before the expiration of the ten-year period, deviating from the usage underlying paragraph II, for example, through value-enhancing construction utilization (infill development) or through sale.

The amount to be paid is the difference between the purchase price according to § 6 of this contract and the value of the property at the time the payment amount is requested by the Federal Government. The value difference will be jointly determined by the independent Expert Committee for Property Values for the area of the City of Zweibrücken and the appraiser at the Higher Finance Directorate Koblenz and set by the Federal Government.

The payment amount is due four weeks after a payment request by the Federal Government.

In the event of payment delay, the regulations in § 6 para. V of this contract apply.

### **§ 10 Warranty, Liability**

I. The item for sale designated in § 3 paragraph I is sold in the condition it is in at the time of notarization. This condition is known to the buyers. Any warranty for visible and invisible material and legal defects or hidden defects, as well as the application of §§ 459 et seq. of the German Civil Code, is excluded with respect to the item for sale.

II. The Federal Government is not liable for a specific size, boundary course, quality, suitability, and condition of the item for sale and its appropriateness for the purposes of the buyers or their legal successors.

III. The Engineering Office ASAL, Kaiserslautern, has examined the item for sale on behalf of the Ministry of the Environment of the State of Rhineland-Palatinate for any potential contamination areas. It was determined that no hazards are apparent and further investigations are therefore unnecessary.

The corresponding protocols of the Working Group on Contaminated Sites (KoAG) are known to the buyers.

IV. The Federal Government does not guarantee any specific characteristics of the real estate, the permissibility of the use sought by the buyers, the usage and development possibilities, as well as the condition of the building land. Required approvals must be obtained by the buyers directly at their own expense.

V. The Federal Government guarantees that the real estate in Departments II and III of the land register is free from unassumed burdens and restrictions as well as from outstanding public burdens and taxes, unless otherwise specified in this certificate.

VI. The Federal Government declares that it has not established any building obligations and is not aware of the existence of such burdens.

#### **§ 11 Parquet Renovation**

I. The buyers are aware that the parquet floors of the apartments are contaminated with polycyclic aromatic hydrocarbons (PAHs). The Federal Government had the apartments examined in detail by the Environmental Laboratory ARGUK, Oberursel. The examination results from 21.04.1998 are available to the buyers. The buyers are also aware that part of the built-in wardrobes present in the apartments may also be contaminated.

II. The Federal Government's share of the costs for the parquet restoration amounts to DM 5,817,440, and has already been fully taken into account in the calculation of the purchase price of DM 5,182,560,-.

The Federal Government's cost participation is based on the buyers' intention to completely replace all parquet floors in all sold apartments.

Any further cost participation in the parquet restoration, as well as any liability of the Federal Government for any additional existing pollutants and a cost participation of the Federal Government for their potential remediation, are expressly excluded.

The buyers commit to the Federal Government to renovate the parquet floors of the apartments that

a) are located within the area marked in blue on the site plan (Appendix 5), within a period of 2 years from today's date of certification, b) are located within the area marked in red on the site plan (Appendix 5), within a period of 2 years after the Transfer of Possession in accordance with § 8 Para. II, by completely replacing the parquet floors. Among themselves, the buyer assumes the above obligations for 2a).

III. The renovation must be evidenced to the Federal Government. The proof is provided by a written confirmation from the specialized company commissioned to carry out the renovation measures. The Federal Government reserves the right to verify the implementation of the renovation measures through inspection.

If proof cannot be provided for the entire property or parts thereof, an amount of DM 242 per square meter of unsanctioned parquet flooring must be paid to the Federal Government.

For the areas marked in red on the site plan (Appendix 5)

The obligation to pay additional amounts for property parts also exists in the event that and to the extent that the Federal Government or the Dutch Armed Forces have carried out a flooring renovation prior to the transfer of possession.

The additional payment must be made within six weeks after a request by the Federal Government. n.

In the event of payment delays, the regulations in § 6 paragraph V of this contract shall apply.

## § 12 External Development

### I. WASTEWATER DISPOSAL/SURFACE WATER DISPOSAL

A) The property is connected to the public wastewater system and the public surface water disposal. The wastewater is directed through the collecting pipelines of the residential area, marked in red on the attached site plan (Appendix 6), into the combined sewer of the barracks, which is marked in blue, and further into the public main collector.

The surface waters are initially collected in the rainwater retention basins, marked in yellow on the site plan (Appendix 6), and are then also discharged through the collecting pipelines marked in red, just like the wastewater.

The rainwater retention basins have a limited capacity for intake. During heavy rainfall, the surface waters that cannot be collected in the rainwater retention basins are directed through an overflow into the collecting pipelines for surface water, marked in green, and are fed directly into the Bautzenbach.

The collecting pipelines run over the following third-party properties and are partially secured by permission contracts as well as limited personal easements in favor of the Federal Government - as follows:

- Land register of Zweibrücken Sheet 7002, consecutive No. 207, parcel No. 3135/1, owner: City of Zweibrücken, location/type of use: traffic area

Type of security: no real security, no permission contract,

- Land register of Zweibrücken Sheet-7005, consecutive Nos. 142 and 197, parcel Nos. 2852/16 and 3134/4, owner: City of Zweibrücken,

Location/type of use: forest, traffic, agricultural area,

is the security: right to operate a sewage system; the exercise is transferable to a third party. Permission contracts from November 29, 1963, and May 4, 1985,

- land register of Zweibrücken Sheet 6780, continuous number 1, F1 number 2652/15, Owner: Spouses Dr. Heidi Lambert-Lang and Dietrich Lang; Zweibrücken,

Location/Economic type: Grassland,

Type of security: no real security, no permission contract,

- land register of Zweibrücken Sheet 4291, continuous number 1, F1 number 2652/10, Owner: Mr. Dietrich Lang, Zweibrücken, Location/Economic type: Building plot and grassland,

Type of security: no property security, no permission contract.

The existing permission contracts are known to the buyers.

B.) The Federal Government transfers the collecting pipelines marked in red and green in Appendix 6, as well as the rainwater retention basins marked in yellow, to the buyers in a civil law partnership. It assigns all rights it holds from the aforementioned permission contracts to the buyers in the specified participation ratio. The Federal Government is not liable for the existence of these rights.

The buyers aim to transfer the collecting pipelines and rainwater retention basins to the City of Zweibrücken (Waste Management Services) as part of a development contract.

There is no permission contract or property-secured pipeline right with the owners for the pipeline route on the plots numbers 2652/10 and 2652/15. The Federal Government will establish this directly in favor of the City of Zweibrücken.

All other costs related to ensuring the external sewage access, particularly the costs regarding the transfer of the collecting pipelines to the City of Zweibrücken, as well as the legal securing of these pipelines concerning the other properties, shall be borne by the buyers, in accordance with their internal relationship with buyer 2a).

C.) The buyers grant the Federal Government, as long as the Dutch Armed Forces still occupy the settlement, a free right of joint use of the sewage pipes marked in red and green on the site plan (Appendix 6), as well as the rainwater retention basins marked in yellow. They commit to maintaining the pipes and rainwater retention basins in a functional condition, ensuring proper drainage of the wastewater.

D.) There is a permission contract for the joint use of the collecting pipeline that leaves the residential area at the southwestern boundary of the property, in favor of the owner of parcel number 2651, Mr. Dr. Josef Ries, Dr. Albert Becker Street 14, 66482 Zweibrücken, dated December 16, 1974, with supplementary contracts from September 28, 1981, October 1, 1981, as well as August 16, 1985, August 19, 1985, and February 9, 1996, February 13, 1996.

The buyers enter into the contractual relationship known to them in place of the Federal Government.

## **II. FRESHWATER SUPPLY**

The residential area is connected to the public Freshwater Supply. The transfer point of the public main line is located at the water pumping station in building No. 4241. The freshwater pipeline supplying the residential area runs over the neighboring property of the Student Union Kaiserslautern.

With regard to the joint use of this section of the pipeline by the buyer, reference is made to § 13 paragraph VIII of this contract.

## **III. POWER SUPPLY**

The entire Kreuzberg area forms a unit and is serviced by a 20 kV ring line and transformer stations No. 4210 and 4238. The transformer stations have already been sold by the Federal Government to the City of Zweibrücken.

A transfer of the 20 kV ring line to the City of Zweibrücken is being pursued, along with a property security for this line in favor of the City of Zweibrücken.

Against this background, the 20 kV ring line will not be sold. The buyers commit to assist in the transfer of the 20 kV ring line to the City of Zweibrücken to the required extent. In particular, they agree to secure the line route in a reasonable and customary manner in favor of the City of Zweibrücken (municipal utilities) at the request of the Federal Government.

Until the property security is established, the buyers grant the Federal Government and the City of Zweibrücken (municipal utilities) the necessary access rights for the operation and maintenance of the transformer stations and the 20 kV ring line. The buyers also commit to equipping the buildings within the residential area, in coordination with the municipal utilities in Zweibrücken, with metering devices to the necessary extent.

### **§ 13 Internal Development**

I. The buyers are aware that the entire residential area is currently privately developed internally. This means that the wastewater, fresh water, and low-voltage lines, as well as the facilities for heating and hot water supply and the streets including street lighting, are owned by the Federal Government and are not public. The buyers have been provided with plans regarding the course of the lines. The Federal Government assumes no liability for the conformity of the plans with the actual course of the lines.

#### **II. Street Areas**

The condition of the road surfaces, including the street lighting, is known to the buyers. The Federal Government has permitted the Student Services Kaiserslautern to use the following roads as access to the student dormitory:

- Texas Street from America Street to the junction with Virginia Street,

- Virginia Street to the southern boundary of the property being purchased. The buyers commit to tolerating this shared use.

### **III. Wastewater Disposal**

According to the results of a camera inspection conducted in 1997, the wastewater pipes inside the property are in working condition. The buyers are aware of this condition.

The Student Services Kaiserslautern was permitted by the Federal Government to use the sewage pipe until the time of disconnection from the federal sewage system, but only to the extent that the discharge of wastewater is approved by the responsible building inspection authority or water authority.

The buyers agree to tolerate this shared use until the disconnection has taken place or the sewage pipes have been transferred to the Waste Management Services.

### **IV. Surface Drainage**

The buyers are aware that the surface drainage system no longer meets the standards of the currently applicable Water Law.

### **V. Freshwater Supply**

The buyers are aware that the freshwater pipes supplying the residential buildings partially run through green areas, are in poor condition, and need to be renewed.

### **VI. Power Supply**

The buyers are aware that the low-voltage lines supplying the residential buildings run partially through the green areas and the basements of some residential buildings.

### **VII. Heating and Hot Water Supply**

The heating and hot water supply of the residential area is currently ensured by the coal-fired heating plant in building no. 4233.

The buyers are aware that the heating plant does not meet the emission values of TA Luft according to the last emission protection measurement by TÜV Pfalz e.V. In particular, the buyers are informed of the related notice from the Industrial Supervision Office Neustadt a.d. Weinstraße dated October 27, 1997 – AZ 5/32, 2/97/244/Mg/Jg.

The buyers commit to continuing the operation of the heating plant, fulfilling the requirements of the notification dated 27.10.97 that they are aware of, by converting to gas/oil operation, and ensuring a proper supply of the apartments that are allocated to the Dutch Armed Forces until their return by the Dutch Armed Forces, at reasonable local conditions.

In the internal relationship among the buyers, this obligation is assumed by the buyer to 2b. ).

In return, the buyer commits to 2a) to maintain the economic viability of the heating plant in building no. 4233, to ensure the heat supply of all sold residential buildings through the heating plant (building no. 4233) and, in the event of resale, to pass this obligation for exclusive heat uptake from the heating plant (building no. 4233) on to the purchaser and to obligate subsequent legal successors accordingly.

**VIII.** On the neighboring property Parcel No. 2885/12, building and open space, Virginia Street 14, 16, and 18, a limited personal easement has been established in favor of the Federal Republic of Germany (Federal Finance Administration) to secure pipeline rights (electricity, water, heating, street lighting).

The Federal Government will demand the reordering of these rights in favor of the buyers from the Student Union upon request by the buyers.

Furthermore, he assigns all rights arising from the purchase agreement with the Student Union regarding the development facilities to the buyers. The relevant contractual regulations are known to the buyers.

**IX. Telecommunication  
Cable**

The buyers are aware that a telecommunication cable for the supply of the student dormitory is laid at the western property boundary, behind the residential building at Virginia Street 8-12.

The buyers tolerate the continued existence of the telecommunication cable, the route of which is marked in red on the site plan (Annex 7).

**§ 14 Obligations of the Buyers**

I. The buyers commit to ensuring proper development of the property parts that have been allocated to the Dutch Armed Forces. In the internal relationship among the buyers, the buyer in 2a) assumes the associated costs. This assurance is preferably achieved through the transfer of development facilities, roads, and main utility networks to the City of Zweibrücken as part of a development contract. In this context, the buyers must ensure that the Dutch Armed Forces are provided with sufficient parking spaces free of charge after the dedication of the road areas for public traffic.

II. Until the public dedication of the road areas, the buyer in 2a) grants the Federal Government as well as the Dutch Armed Forces and their visitors a right to use the roads within the residential area, and provides the Dutch Armed Forces with parking spaces free of charge to the same extent as before.

A property security will be waived.



The buyer in 2a) commits to designing the road areas within the property parts that are allocated to the Dutch Armed Forces in a traffic-calmed manner.

III. Insofar as an integration of the development systems into the public network does not occur, the buyers commit to ensuring proper supply and disposal for the Dutch Armed Forces and, if necessary, specifically to laying new fresh water pipes. Within the internal relationship of the buyers, the buyer in 2a) assumes the associated costs.

IV. The buyers commit to notifying the Federal Property Office Landau and the property department of the Dutch Armed Forces "DGW &T, Directorate Germany, Kastanienweg 3, 27404 Zeven" in a timely manner about construction measures that may affect the allocated area or impair its residential value, as well as the schedule related to these construction measures, so that they can respond appropriately to the construction measures.

V. In the event of the resale of land parcels to a third party, this party must be obligated in the same manner.

The buyers undertake to arrange a property security for the supply and disposal facilities at the request of the Federal Government for the proper development of the area assigned to the Dutch Armed Forces.

### **§ 15 joint liability**

For all obligations entered into in this contract towards the Federal Government, the buyers are liable as joint debtors under 2 a) and 2 b).

### **§ 16 conveyances**

The contracting parties agree that the conveyances shall be declared in two or more supplementary deeds.

The declaration of transfer regarding the partial area marked in blue on the site plan (Appendix 5) will only be made when the surveying has been carried out and the changes are documented by the submission of the change certificates, as well as when the Bank Guarantees have been handed over to the Federal Government in accordance with § 7 para. II. The declaration of transfer regarding the partial area marked in red on the site plan (Appendix 5) will only be made when the surveying has been carried out, the changes are documented by the submission of the change certificate, the Dutch Armed Forces have returned the area to be transferred to the Federal Government or have consented to a transfer of ownership, and the corresponding portion of the purchase price has been paid in accordance with § 6 para. III.

### **§ 17 preliminary injunctions**

To secure the claim for the transfer of ownership and conveyance, the registration of a conveyance notice in favor of the buyers at 2a) and 2b) is approved and applied for against the burdens of the real estate specified in § I Abs. I in the land register.

The parties approve and request the cancellation of these reservations.

a) on the real estate subject to the contract with the registration of the change of ownership, if no interim entries have been made, unless the purchaser has consented,

b) on the partial area not sold according to § 3 Abs. II from the real estate mentioned in § 1 with the execution of the change certificate in the land register. A confirmation stamped by the acting notary is sufficient to prove which property has not been sold.

### **§ 18 Property Tax, Real Estate Charges, Development, and Connection Fees      e**

All development, adjacent, and expansion contributions requested from the Federal Government up to the date of notarization in accordance with the Building Code, the Municipal Charges Act, and the local statutes have been paid and are included in the purchase price.

The contributions requested from the date of notarization, regardless of when they were initiated and who the recipient is, will be borne by the buyers.

### **§ 19 Property Transfer Tax**

I. The costs and fees associated with this purchase agreement and its execution at the notary, court, and authorities, as well as the property transfer tax, shall be borne by the buyer as per 2a).

II.      for the approval or confirmation by a contracting party shall be borne by them.      n.  
Costs

### **§ 20 Execution Activities of the Notary**

I. The notary is commissioned to request and receive the approvals or negative certificates required for the effectiveness of the contract or its execution. These shall be effective for all parties upon their receipt by the acting notary or custodian of this document.

The notary will promptly inform the parties involved.

II. All entries in the land register shall only be made according to the applications of the acting notary. He is also authorized, exempt from the restriction of § 181 German Civil Code, to submit applications separately and with limitations on behalf of the parties, as well as to withdraw them in the same manner and to supplement or amend this document, provided that this is necessary to achieve the desired entry in the land register and does not affect the essential components of the purchase agreement.

III. The parties to the contract waive their own right to apply.

IV: The notary is not authorized to accept official approvals subject to conditions and requirements, or decisions in which an official approval is denied or a right of first refusal is exercised. These decisions must be delivered to the parties themselves; a copy is requested to be sent to the notary.

#### **§ 21 Clause of Partial Invalidity**

If any provision of this contract is or becomes invalid, the remaining provisions of this contract shall remain unaffected.

A legally existing provision shall replace any invalid or invalidated provision, or, if no legal provision is provided, a regulation corresponding to the intent of this contract shall apply.

#### **§ 22 Completeness of the Certification**

No further agreements were made.

#### **§ 23 Written Form**

Subsequent agreements to this contract require written form for their validity, unless there is a certification obligation.

#### **§ 24 Instructions by the notary**

The parties have been informed that:

I. This contract becomes effective only upon the issuance of the corresponding approval, as far as the Real Estate Transfer Act or the Building Code is applicable, and can otherwise only be fulfilled by the Federal Government if any necessary approval under the Building Code is available and a statutory right of first refusal is not exercised;

II. All legal declarations that are to depend on the conclusion and existence of this contract must be notarized in accordance with § 313 HGB; otherwise, this contract is void;

III. Ownership shall only pass to the buyers upon registration in the land register, and the certificate of tax clearance and the necessary official approvals or negative certificates must be provided for this purpose;

IV. The Federal Government and the buyers, as joint debtors, are liable for the taxes related to the real estate and the Property Transfer Tax, as well as the notary and court costs; however, the Federal Government is only liable to the extent that it is not granted exemption from costs or a reduction by law;

V. The notary has allowed access to the land register, but not to the property cadastre and the burdens register, and the land register designation does not provide any information about the permissible type of use.

VI. The notary has not assumed any tax and economic advisory responsibilities. .

**§ 25**  
**Attachments**

As far as this certificate refers to attachments, these are components of this contract.

**§ 26 Jurisdiction**

The jurisdiction for all legal disputes arising from this contract is Landau in the Palatinate.

**§ 27 Copies**

I. The following parties will receive  
copies of this contract:

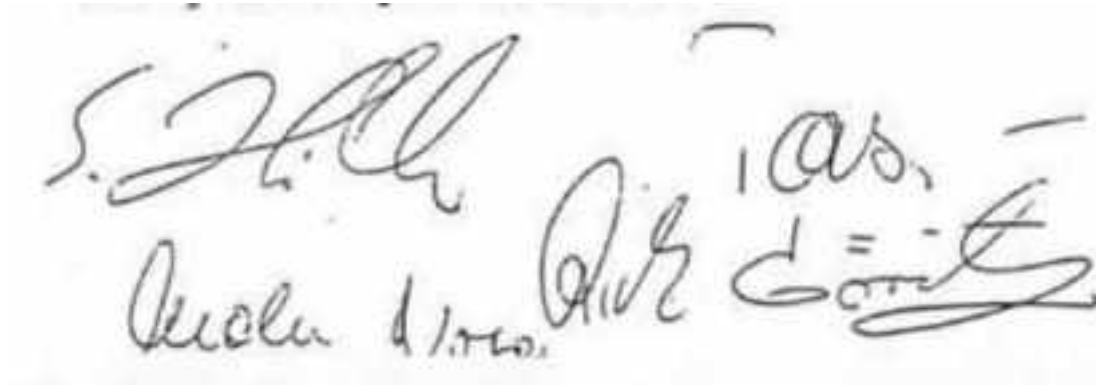
the Federal Government 1 copy and 3 certified copies, the buyers 1 copy and 1 certified copy each, the land register office in Zweibrücken 1 copy, the Tax Office Zweibrücken Property Transfer Tax Office 2 copies, and the Expert Committee 1 copy.

II. The notifications to the land register will be requested by the Federal Government in triplicate and by the buyers in a single copy.

Finally, the attendees declared:

Upon final questioning by the acting notary, all parties explicitly declare that they do not wish to make any further changes to the aforementioned contract text, which has been individually negotiated by the parties during extensive preliminary discussions and approved by their legal and tax advisors. They instead insist on the notarization in the above form.

This protocol was read aloud to the appearing parties by the notary,  
approved by them, and signed below by hand as follows:

The image shows a handwritten signature, likely 'S. Hiller', in dark ink. Below the signature, the date 'Koblenz 1.10.1998' is written. To the right of the date, there is a handwritten 'as.' followed by a signature that appears to be 'C. Hiller'.

**Annex a:**

Power of Attorney Based on § 16 of the Financial Administration Act  
(FVG) as amended by the Financial Adjustment Act of August 30, 1971  
(Federal Law Gazette I p. 1426), I authorize Mr. Siegfried Hiller

at the Federal Property Office Landau

for the sale of the property registered in the land register of Zweibrücken, sheet  
5958, in the District of Zweibrücken, parcel 2885/15, building and open space,  
Delaware Street, Landstuhlerstraße 97, 107 Louisiana Street 1, 3, 5, 7, 9, 11, 15, 17,  
19, 21, 23, 25, Pennsylvania Street 1, 2, 3, 4, 5, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18,  
21, 22, 23, 24, 25, 27, 29, 31, Texas Street, Virginia Street 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,  
11, 12, 13, 15, 17,

With a total area of 103,699 m<sup>2</sup>.

Value of the contract subject: 5,182,560 Deutsche Mark (in words: Five million one  
hundred eighty-two thousand five hundred sixty Deutsche Mark)

Landau, October 5, 1998

Federal Property Office Landau

Signature: Mr. Plauth ROAR

**- Excerpt: Purchase agreement between the Federal Republic of Germany and the State of Rhineland-Palatinate (Student Union Kaiserslautern) dated August 15, 1996.**

**§ 6 Supply and Disposal Lines/Facilities, Road Areas Granting and Joint Use Rights**

I. The supply of the entire Kreuzberg Residential Area with heat, water, and electricity, as well as wastewater disposal, is carried out through a federally owned **pipeline network that forms a unit**. Furthermore, the streets of the Kreuzberg Residential Area, including street lighting, are owned by the Federal Government. (...)

II. In the property designated in § 2 paragraph I, utility lines for water, electricity, district heating, and street lighting run, which are still necessary for the supply of the federally owned Kreuzberg Residential Area. Additionally, there is a water pumping station (4241) on the property, which is still needed for the supply of the Kreuzberg Residential Area.

The course of the lines as well as the location of the water pumping station is marked in red in the site plans included as Annex 2 a (water pipes/pumping station), 2 b (electricity), 2 c (street lighting), and 2 d (district heating) to this document, which were presented to the contracting parties for review and approved by them. The site plans are part of this contract. (...)

VII. The buyer commits to allowing the continued operation of the federal-owned district heating facilities, water and electricity lines, street lighting, and the water pumping station located on the purchased property, as long as this is necessary for the supply - including that of individual buildings - of the Kreuzberg residential area.

To secure this right of use, the buyer grants a limited personal servitude in favor of the Federal Republic of Germany (Federal Finance Administration) with the following content:

*"A transferable right for the operation, maintenance, and renewal of underground water and electricity lines (pipeline rights), for the operation of street lighting fixtures, and for the operation of underground heating lines leading through building No. 4200 in favor of the Federal Republic of Germany may, after prior consultation with the buyer - except in emergencies - be exercised by its representatives who may enter the property and carry out all necessary actions on the property required for the exercise of this right. This right includes the obligation of the respective owner of the encumbered property to refrain from any actions that may impair its exercise."*

The Federal Government applies and the buyer approves the registration of this limited personal servitude in the land register.

The registration shall only take place after the submission of the evidence of changes and the new property designations.

The registration of the rights will be carried out free of charge.

VIII. The buyer further commits, at the request of the Federal Government, to re-establish and secure the aforementioned rights referred to in paragraph VII in favor of a third party designated by the Federal Government, free of charge.

Contact Federal Archives Koblenz  
(Main Office) Potsdamer Straße 1  
56075 Koblenz

Specialized  
Departments

Koblenz is the location of Specialized Department B. This department is responsible for the central civilian state archival material of the Federal Republic of Germany since 1949, as well as that of the western occupation zones.