

CONTRACT COMMISSIONING
M&E DESIGN SERVICES

concluded in Warsaw on

between

Imitech Polska sp. z o.o., with its seat in Warsaw, at Aleje Jerozolimskie 162, 02-342 Warsaw, entered into the Register of Business Entities of the National Court Register kept by the Warsaw District Court, 12th Commercial Division of National Court Register (KRS) under number KRS 0000195451, National Economy Electronic Register REGON: 011993640, Taxation Identification Number NIP: 525-13-06-555, represented by:

- 1) ~~Florian Gondek~~ — an attorney in fact, *Jack Andacjewski*
- 2) Thorsten Klee - member of the management board.

hereinafter referred to as the Client

and

Shevrin Enterprises limited, a Cyprus company, with a registered seat in Nicosia, at Grivas Digenis 81-83, first floor, Nicosia, Cyprus and registered number 278633, represented by:

- 1) Robert Korbijn - Director,

hereinafter referred to as the Contractor.

§ 1.

1. The Client declares that the Polish company under the name Las Palm sp. z o.o. ("Investor") contracted the Client, based on an agreement between the Investor and the Client dated on July 20, 2011 ("Main Contract"), to deliver to the Investor all the M&E works ("Works") in relation to the investment undertaking that consists of construction of a Phase 1 of recreational-food services-sports-leisure complex Adventure World Warsaw (hereafter the "Investment") located in Grodzisk Mazowiecki.
2. Given that:
 - 1) the scope and the concept of the Investment changed in recent months number of times due to the reasons on the part of the investor and the Client is now not ready to timely start the performance of the Works (as defined in Main Contract) without the Client receiving a support in redesigning all the drawings and designs under which Works will be executed by the Client ("Additional Works"), and
 - 2) the Investor approved appointment, by the Client, of the Contractor to perform the Additional Works to the ultimate benefit of the Investor for the estimated remuneration of EUR 26,785,000 plus the VAT if applicable,

the Client commissions the Additional Works to the Contractor.

3. The Contractor shall perform the Additional Works with utmost professional diligence.
4. After transmission of any documents, drawing, record etc. executed under this Contract to the Client, the Contractor shall be obliged to provide all necessary explanation related to design documentation upon the request of the Client.

§ 2.

The Parties agree that the Contractor will execute the Additional Works by end of

_____ 2012.

§ 3.

1. The Parties agree that for all the Additional Works hereunder the Client shall pay to the Contractor the total remuneration in the net amount of EUR 26,785,000 ("Remuneration"). The Remuneration shall be increased by the VAT (if applicable).
2. The Parties agree that the Contractor cannot commence Additional Works without the prior consent of the Client, which consent can be given in any effective manner (e.g. by e-mail, by fax or by post letter).
3. Each part of the Additional Works to be done by the Contractor shall be subject to the written acceptance of the Client. Such written acceptance shall be attached to the relevant invoice and will be the basis of the payment together with the relevant invoice.
4. Each invoice shall be paid by the Client within 28 days since the issuance and delivery of the invoice together with the written acceptance of the part of the Additional Works.
5. In case of non-timely (in connection with the terms set forth in § 2 of the Contract) or improper performance by the Contractor of the Additional Works the Client has a right to charge the Contractor with a contractual penalty amounting to 0,1% of the net Remuneration for each day of delay but no more than 10% of the net Remuneration for execution of the Contract in case of delay and penalty up to 10% of the net Remuneration in case of not appropriate Contract execution. The Parties agree that the Client can set off this amount from the payments made to the Contractor. The Client reserves the right to seek further compensation under Polish law, exceeding the amount of the contractual penalty specified in this section.

§ 4.

1. The Contractor is allowed to assign and sub-contract the performance of any part of the Additional Works specified in § 1 to a third party without prior written consent of the Client.
2. The Contractor shall be liable for work of its subcontractor as for its own work.
3. In case of any damage that occurred due to defective performance of the Additional Works, including but not limited to building catastrophe within the meaning of art. 433

of the Civil Code, or damage caused by an enterprise within the meaning of art. 435 §1 of the Civil Code that resulted from defective performance of the Additional Works, the Contractor shall reimburse and indemnify the Client (with consequences as provided under art. 392 of the Civil Code) against any actual or potential claims, damages, fines, etc. that might be directed to the Client by third parties in connection with such circumstances.

4. In case of defective execution of the Additional Works, including any delay in performing the Additional Works, the Client can withdraw from this Contract after the Client has unsuccessfully called on the Contractor to change the method of execution of the Additional Works or, respectively, to complete the Additional Works within a week from the moment of the Contractor being thus called on. In such event, the Client may at its own discretion withdraw from the Contract, with consequences as if the Contract had never been entered into (*ex tunc*) or with consequences from the moment of termination (*ex nunc*), if the Client withdraws from the Contract with consequences from the moment of termination, the Client will pay the Contractor the part of the Remuneration for the Additional Works performed until the moment of termination and will acquire the Additional Works performed until the moment of termination, together with copyrights thereto. In such event, the Client may demand from the Contractor reimbursement of the costs incurred by the Client in order to remove defects to the Additional Works or consequences of defective execution of the Additional Works by the Contractor.
5. In the event of defects in the Additional Works discovered by the Client after the Additional Works were delivered to the Client, or even after the Additional Works were accepted by the Client, the Client can withdraw from this Contract after the Client has unsuccessfully called on the Contractor to remove defects of the Additional Works within two weeks from the moment of the Contractor being called on to do so. In such case, the Client may, at its own discretion, withdraw from the Contract with consequences as if the Contract had never been entered into (*ex tunc*) or with consequences from the moment of termination (*ex nunc*), if the Client withdraws from the Contract with consequences from the moment of termination, the Client will pay the Contractor the part of the Remuneration for the Additional Works performed until the moment of termination and will acquire the Additional Works performed until the moment of termination, together with copyrights thereto. In such event, the Client may demand the Contractor reimburse the costs incurred by the Client in order to remove defects of the Additional Works.
6. For the avoidance of doubt, noncompliance of the Additional Works with requirements of Polish law or Polish common architectural practice, especially with the regulations concerning issue of the building permits, occupancy permits as well as adoption of the zoning plan for the relevant area, shall be treated as defective performance of the Additional Works for which the Contractor is liable, unless the Contractor is capable of proving that the Contractor bears no responsibility.

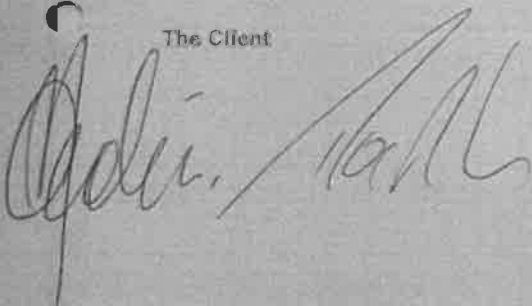
§ 5.

1. The Contract is effective on the signing date.
2. The Contract substitutes all previous agreements or arrangements between the Client and the Contractor, irrespective of whether written or in any other form that concerned the matters regulated under this Contract. Such previous agreements or

arrangements are deemed to be ineffective and terminated effectively as of the moment of signing this Contract.

3. The Parties shall not undertake any activity which may have a negative influence on the Parties' business, in particular the Parties shall not reveal without express consent of the other Party any confidential information related to parties' activities under this Contract, unless this is required by unconditionally binding provisions of the law, final decision of a court or other competent public authority, or such information is no longer confidential for reasons other than breach of this covenant. However, the fact that the Parties entered into this Contract and they are cooperating in order to carry out the Investment shall not be treated as confidential information under this Contract.
4. The Contractor declares that it has all necessary authorizations and permits and consents to perform this Contract, irrespective of whether such authorizations or permits or consents are required under any applicable law or under its articles of association, statutes, by-laws etc.
5. This Contract is governed under Polish law. In all situations not regulated expressly under this Contract, the provisions of the Polish laws shall apply. All references to legal acts and provisions of law in this Contract are references to the Polish statutes, unless the Contract or context provides otherwise.
6. Any changes to this Contract shall require written form, for otherwise they shall be invalid.
7. Any disputes which may arise from or in connection with the interpretation or implementation or performance of the stipulations of this Contract shall be settled amicably in the first instance. Any dispute not settled amicably shall be finally determined by the District Court for the Capital City of Warsaw, Poland (in Polish: *Sąd Rejonowy dla miasta stołecznego Warszawy*).
8. The Contract has been drawn up in two identical English language counterparts, with one copy of the Contract for each Party.

The Client



The Contractor

