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Guotai Junan Capital Limited 27/F, Low Block Grand Millennium Plaza 181 Queen's Road Central Hong Kong

Guotai Junan Securities (Hong Kong) Limited 27/F, Low Block Grand Millennium Plaza 181 Queen's Road Central Hong Kong

(for itself and on behalf of the Hong Kong Underwriters (as defined in the prospectus of Palasino Holdings Limited dated 13 March 2024))

frankfurt, March 18, 2024
our ref.: 34599-23/fvb
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Re: Trans World Hotels Germany GmbH

### Dear Sir/Madam:

We act as counsel in the Federal Republic of Germany ("Germany") to Palasino Holdings Limited ("Palasino") in connection with its intended listing of its ordinary shares ("Listing") on the Stock Exchange of Hong Kong Limited ("Hong Kong Stock Exchange"). We have been requested to issue this legal opinion ("Opinion") regarding Trans World Hotels Germany GmbH ("Company").

In connection with this Opinion, we have conducted all necessary due diligence for giving our opinions in this Opinion and conducted due enquiries on the Company based on documents provided by the Company as of the date of this Opinion (and, unless otherwise stated, this Opinion

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#### avocado rechtsanwälte:

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berger, figgen, gerhold, kaminski, voß
rechtsanwälte part mbb
die partnerschaft sowie deren partner sind
im partnerschaftsregister des amtsgerichts
berlin-charlottenburg unter pr 331 b eingetragen,
salary partner, counsel, of counsel und associates
sind nicht partner der partnerschaftsgesellschaft.

#### bankkonten:

commerzbank ag

iban-nr.: de42 5008 0000 0092 4234 00

swift-bic: dresdeff500

hypovereinsbank (unicredit bank ag)

iban-nr: de86 5032 0191 0008 2666 11

swift-bic: hyvedemm430

anderkonto

hypovereinsbank (unicredit bank ag)

iban-nr: de11 5032 0191 0008 2666 03

swift-bic: hyvedemm430

ust-id-nr. de 814 17 29 76



does not reflect any events or circumstances arising after such date). For the purpose of the Opinion, we have assumed:

- (a) the completeness and conformity to the originals of all documents submitted to us as paper, fax or electronic copies, and the authenticity and completeness of all originals of all such documents, if any;
- (b) the genuineness of all signatures on any documents provided and that the person(s) named or identified to us as signatory actually signed such documents and, when signing such documents on behalf of the Company or on behalf of the shareholder(s) of the Company, was/were of age, was/were acting seriously and had full legal capacity and mental state under all applicable laws (including legal capacity (*Geschäftsfähigkeit*) under German law and that person(s) signing for the on behalf of the shareholder(s) of the Company where authorized to do so;
- (c) the accuracy and completeness of all extracts from commercial and land registers, that no entries or applications for such entries have been made to the commercial and land registers since the date of the extracts, and that all facts capable of being entered into the commercial and the land registers have been entered into the registers and are reflected in the extracts;
- (d) that the shareholder's list of the Company is accurate, up-to-date and complete, and correctly shows the shareholders of the Company and the shareholding in the Company as at the date hereof;
- (e) the intrinsic validity of any agreement submitted to us and the binding nature of the obligations of all parties thereto under all applicable laws, other than the laws of Germany;
- (f) no other fact, document or agreement exists, the terms of which would conflict with the materials which we reviewed; and
- (g) the contents of the Declaration dated concurrently with this Opinion issued by the Company ("Declaration") is true and accurate in all respect.

In connection with this Opinion, we have examined, and relied upon, documents provided by the Company in a digital data room, index of which is attached as <u>Annex A</u> to this Opinion (the "Data Room"). We are relying solely on the content of the Data Room unless otherwise stated in the Opinion. Furthermore, we have relied upon originals or copies, certified or otherwise identified to our satisfaction, of such corporate records and such other instruments and other certificates of



public official, officers and representatives of the Company as required in connection with this Opinion, which are as follows:

- (a) list of shareholders, articles of association and excerpt from Commercial Register for the Company, as of the date of this Opinion;
- (b) land register excerpts as of 12 January 2021 for the properties of the Company and excerpts as of the date of this Opinion from the German Mark Table for real estate (*Markentabelle*) showing that no changes occurred since the date of the excerpts;
- (c) information from the insolvency announcements website (*Insolvenzbekanntmachungen*),
  which include all notices of the insolvency courts of Germany required under the Insolvency
  Code, as of today;
- (d) German resp. European certificates of good conduct (*Führungszeugnisse*) for the two current managing directors of the Company (for Nathalie Wisser dating 18 August 2023 and for Pavel Marsik dating 18. September 2023);
- (e) excerpts from the Commercial Central Register (*Gewerbezentralregister*) for the two current managing directors of the Company (for Nathalie Wisser dating 15 August 2023 and for Pavel Marsik dating 15. September 2023xx);
- (f) excerpt from the Commercial Central Register (*Gewerbezentralregister*) for the Company dating 6 November 2023;
- (g) internal control consultant's report dated March 2024 on the review of the Company's policies and procedures relating to the collection, use, storage, retention, transfer, disclosure, and other processing of personal data obtained from individuals located in the EU or by businesses operating within the EU in relation to the Company's operations in Germany, referred to as "GDPR policy" in the internal control consultant's report ("GDPR Report"); and
- (h) the Declaration as of the date of this Opinion;
- (i) Email of Alexander Heim of Solida Steuerberatungsgesellschaft mbH (the tax advisor of the Company) dated 11 September 2023 with his opinion on estate duty in Germany.

Furthermore, we have examined such documents and made such investigations of such German laws as we have deemed relevant and necessary as basis for the Opinion hereinafter set forth.



The undersigned is qualified to practice law in Germany, is admitted to the Frankfurt bar association (*Rechtsanwaltskammer Frankfurt*) and issues this Opinion solely as a German attorney (*Rechtsanwalt*). This Opinion is given under and with respect to the present laws and practices of Germany only. No opinion is expressed as to the laws of any other jurisdiction and no opinion is expressed on tax matters of the Company. We have not reviewed whether and to which extend the Listing will result in German land transfer tax becoming due. However, based on the Email of Alexander Heim of Solida Steuerberatungsgesellschaft mbH (the tax advisor of the Company) dated 11 September 2023 we confirm that none of the transactions outlined in the prospectus would expose the Company or any of its shareholders to estate duty in Germany.

This Opinion and all contractual and non-contractual claims thereunder shall be governed by and be construed in accordance with the laws of Germany (except for its rules on the conflict of laws (Internationales Privatrecht)). We assume no further obligation to advise, inform and/or warn (Hinweis- oder Warnpflichten) the addressees in connection with this Opinion. Further, we assume no obligation to update this Opinion or to advise any of the addressees of this Opinion or any other person of any changes in law or its interpretation or facts that could occur after the date hereof, even though such change may affect the legal analysis or conclusions given in this Opinion.

In this Opinion, German legal concepts may be expressed in English terms and not in their original German terms without regard to the meaning of the English term when used in the context of any foreign law. The German legal concepts concerned may not be identical to the concepts described by the relevant English terms as they exist under any law other than German law and are, therefore, not always capable of precise expression in English without an extensive comparative law analysis which would not be appropriate for an opinion of this nature. This Opinion may, therefore, only be relied upon under the express condition that this Opinion and any issues of interpretation or liability arising thereunder are and will be governed by German law and be brought before a German court, and the meaning of any German terms and phrases used in this Opinion shall prevail over the meaning of the English term and phrases to which they relate.

Based on the foregoing and subject to the below qualifications and having regard to all legal considerations we have deemed relevant, we are of the opinion that:

1. The Company has been duly incorporated and is existing as of today and all necessary approvals, registration and filings in respect of the incorporation have been done.

Particulars of the Company to be noted are:

- a) Type of corporation: GmbH (limited liability company under German law)
- b) Company's legal/registered address: Am Reitpfad 4, 63500 Seligenstadt, Germany



- c) Incorporation date: registered on 3 December 2003, foundation deed of 3 September 2003
- d) Registration number: HRB 48085 at Commercial Register of the district Court Offenbach am Main, Germany
- e) Place of incorporation: initial place of incorporation: Munich; current domicile: Seligenstadt
- f) Issued share capital: 25,000 Euro
- 2. The Company has obtained (i) the approval (Erlaubnis) of the City of Much (Gemeinde Much, Der Bürgermeister) pursuant to Section 2 of the German Restaurant Act (Gaststättengesetz) dated 21 March 2002 to operate a restaurant and (ii) has notified the competent authority of the city of Hann. Münden (Stadt Hann. Münden, Fachdienst Sicherheit und Ordnung) with notification (Anzeige) dated 15 June 2015, of its operation of a restaurant. Furthermore, the Company as obtained the approval of the city of Seligenstadt (Stadt Seligenstadt, Der Magistrat, Ordnungsamt) dated 14 September 2000. The approvals have no expiry date. However, the approvals / notification require an update with the authorities, as the management changed since granting of the approval / filing of the notifications (details below).

We consider this being a non-compliance which is however not a material non-compliance with a rather remote likelihood of being prosecuted from an empirical point of view. Furthermore, the non-compliance does not/will not have material impact on the operation and financials of the Company. Rectification measure is updating the approval / notification with the competent authorities and the Company has been instructed accordingly. Rectification measures were taken in summer/autumn 2023.

Potential consequence of the non-compliance could be that the Company has to pay a fine. In Hessen, failure to report the serving of alcohol in the catering trade is an administrative offence punishable by a fine of up to EUR 10,000.00. In North Rhine-Westphalia, this may also be an administrative offence punishable by a fine of up to EUR 5,000.00. In Lower Saxony, such an administrative offence is punishable by up to EUR 5,000.00.

There are no other licenses, approvals, consents and certificates from authorities required to conduct the business operations of the Company, i.e. operating of hotels and restaurants in Germany. Subject to the required renewal of the restaurant approval and notifications, the company has obtained all necessary approvals for



operating the three hotels (and with the restaurants inside these hotels) throughout the Track Record Period and up to today.

#### In detail:

Operating restaurants requires an approval (restaurant approval - Gaststättenerlaubnis) for the hotel of the Company in the state of North Rhine-Westphalia (city of Much) and a mere notification for the hotels of the Company in the states of Hesse (city of Seligenstadt) and Lower Saxony (city of Hann. Münden). The purpose of the approval / notification is to ensure that the establishment of the restaurant does not pose any risks (e.g. to the health and safety of guests, hygiene protection) or unacceptable nuisances (e.g. noise and odour emissions).

#### **Hotel Columbus:**

For hotel Columbus located in Hessen only a notification to the city of Seligenstadt, restaurant authority (Stadt Seligenstadt, Gaststättenbehörde) is required; until 2012 an approval was required. The Data Room contains a restaurant approval of the city of Seligenstadt dated 14 September 2000 (which expressly provides for the operation of a pub). There are good legal arguments that this approval replaces a notification in the sense of the notification obligation and is still valid, so that in principle no new notification is required. However, as the management and the name changed since 2000, a notification must be filed. The required documents were compiled and made available to the Company on 21 November 2023 for filing with the competent authority. We assume that the Company filed a corresponding notification of the serving of alcoholic beverages for the hotel in Seligenstadt. The authority subsequently submitted an excerpt from the company's business register (Betriebekartei), in which the new managing directors and the new name of the Company are now entered.

## Hotel Kranichhöhe:

A restaurant approval is required in the state of North Rhine-Westphalia, where the Hotel Kranichhöhe in Siegburg / Much is located.

The Data Room included an approval of the city of Much (Stadt Much, Der Bürgermeister) dated 21 March 2002 that is still valid. However, since 2002 changes of management occurred which have to be reported / notified to the competent trade / restaurant office (Gaststättenbehörde). The responsible office at the city of Much (Stadt Much, Gaststättenbehörde) will then check the reliability of the person and will then provide information on the data and forms needed for this.



We suggested to the Company that is now files a corresponding update or notification to the city of Much. A corresponding notification was filed on 15 November 2023. The responsible office has requested additional documents for the new managing directors (clearance certificate from the tax authorities, certificate of restaurant instruction (Gaststättenunterrichtung), health certificate (Gesundheitszeugnis)), which are currently being compiled by the Company.

# **Hotel Auefeld:**

Only a notification is required in the state of Lower Saxony where Hotel Auefeld is located. The Data Room contains the notification to the city of Hann. Münden (Münden (Stadt Hann. Münden, Fachdienst Sicherheit und Ordnung) of 15 June 2015. However, changes of management since then have to be notified. We suggested to the Company that it makes a corresponding update or notification. The Company filed a corresponding notification on 15 September 2023. With letter of 4 March 2024, the responsible office confirmed that the business is registered and has been notified in accordance with the Lower Saxony Restaurant Act and that there are no ongoing trade prohibition proceedings against the Company.

- 3. The Company has duly completed the registration filing at foundation with the competent German Commercial Register; it was founded with the notarial foundation deed of 3 September 2003 and registered in the commercial register on 3 December 2003. The Company has duly completed the required filings of the financial statements with the German Federal Gazette for the years since 2017 until 2022. No filing of the financial statements with the German Federal Gazette for the year 2023 is available so far.
- 4. The Company was founded with foundation deed of 3 September 2003 as "Blitz 03-1120 GmbH" by Blitzstart Holding AG and Blitz Beteiligungs GmbH and registered in the commercial register of the district court in Munich on 3 December 2003 (HRB 150240). The name was changed to Sibylle Hotel GmbH with notarial deed of 17 December 2003 which was registered on 19 January 2004. Name was then changed to Trans World Hotels Germany GmbH with registration of 12 May 2009 and domicile of the Company was moved to Furth im Wald with notarial deed of 13 March 2009, registered in the commercial register of the district court Regensburg on 6 May 2009 (HRB 11443). With notarial deed of 13 March 2013 the legal domicile of the Company was moved to Deggendorf, registered in the commercial register of the district court Deggendorf on 6 May 2013 (HRB 3948). With notarial deed of 16 October 2014 the legal domicile of the Company was moved to Seligenstadt, registered in the commercial register of the district court Offenbach on 1 December 2014 (HRB 48085). This is also the domicile and commercial register of the Company as of today.



The changes of name and domiciles as set out above were legally and validly completed from a corporate viewpoint. We have not reviewed whether any third parties have rights with regard to the Company's name.

The foundation deed of 3 September 2003 and the articles of association of the Company in the current version of 18 October 2018 (the "Constituent Documents") comply with the requirements of the laws of Germany and the laws, regulations and directives of the European Union (the "EU").

- 5. Reg the shareholding structure of the Company: According to the Declaration, the Data Room and the list of shareholder of the Company, there are no shares held by nominees on behalf of their beneficial owners.
- 6. The Data Room does not include any documents according to which there are outstanding rights, warrants or options to acquire, or instruments convertible into or exchangeable for, or any agreements or other obligations to issue or other rights to convert any obligation into, any equity interest in the Company. This is confirmed by the Declaration. It has to be noted that such rights, warrants or options do not have to be registered in a public register.
- 7. Shareholding changes as set out below occurred since the incorporation of the Company. All changes of shareholdings were legally binding and complied with all the applicable laws of Germany, assuming that the respective shareholders were not restricted to dispose and to transfer the shares. In this context it has to be noted that the protection of good faith by the list of shareholders is limited to the question of who irrespective of the actual legal situation is deemed to be a shareholder. However, the list of shareholders does not reveal anything about whether a person registered there can also dispose of his or her (alleged) share in the company; the good faith in this respect is therefore not protected.
  - a. Shareholders at foundation were Blitzstart Holding AG with a share of 24,750 Euro and Blitz Beteiligungs GmbH with a share of 250 Euro, according to the notarial deed of 3 September 2003 of the notary Dr. Peter Anton in Munich – roll of deeds 3230/2003;
  - b. Transfer of shares from Blitzstart Holding AG and Blitz Beteiligungs GmbH to
    - i. Trans World Corporation: a share of 6,200 Euro
    - ii. Wolfgang Schäfer: a share of 9,400 Euro
    - iii. Vachik Eichibegian: shares of 9,150 Euro and of 250 Euro



according to the notarial deed of 17 December 2003 of the notary Dr. Peter Anton in Munich – roll of deeds 3232/2003;

- c. Transfer of shares from Wolfgang Schäfer (share of 9,400 Euro) and of Vachik Eichibegian (shares of 9,150 Euro and of 250 Euro) to Trans World Corporation, notarial deed of 13 September 2005 of the notary Dr. Roman Merznicht in Regensburg – roll of deeds 1356/2005;
- d. Transfer of all shares from Trans World Corporation to Palasino Group a.s. (formerly: Trans World Hotels & Entertainment, a.s.), notarial deed dated 5 August 2014 by notary Peter Klinger in Frankfurt am Main – roll of deeds 79 / 2014. Transfer was with immediate effect as of 5 August 2014 for a consideration of 175.15 Euro;
- e. Transfer of all shares from Palasino Group, a.s. (formerly: Trans World Hotels & Entertainment, a.s.) to Palasino Holdings Limited (Cayman), notarial deed dated 22 January 2024 by notary Matthias Wagner in Frankfurt am Main roll of deeds 1 / 2024. Transfer was with immediate effect as of 22 January 2014. Consideration was agreed in an amount of 11,869,000 Euro, according to a separate "Sale and Purchase Agreement" between Palasino Group, a.s. (formerly: Trans World Hotels & Entertainment, a.s.) and Palasino Holdings Limited (Cayman), dated 19 January 2024, under the laws of Hong Kong; consideration was agreed to be left outstanding as an inter-company balance to be settled within nine months.

The current shareholding is properly reflected in the List of Shareholders dated 22 January 2024.

- 8. Since the incorporation of the Company the directorship (Geschäftsführer) changes as set out in <u>Annex 8</u> occurred. Such changes were / are legally binding and complied with all the applicable laws of Germany. Please note that not all underlying shareholder resolutions were provided in the Data Room, but all of the changes have been properly registered in the commercial register for the Company, as confirmed by Company all the underlying shareholder resolutions have been properly filed with the commercial registers for registration, as this is required to achieve registration.
- According to the Declaration there is no encumbrance of the Company's assets (other than property) or shares in Germany. No documents showing an encumbrance are included in the Data Room.
- 10. Details of any property owned / leased by the Company are set out in <u>Annex 10</u> to this Opinion, including whether the property interest in any property owned / leased is validly subsisting, whether there are any registered liens, encumbrances or defects



in title over such properties and if proper and valid title in respect of each of the properties has been obtained by the Company.

## Summary of the leased and owned property is:

Property in Seligenstadt, Hotel Columbus

Location: Am Reitpfad 4, 63500 Seligenstadt, land parcels 267 and 335

Use: building and open space

Gross floor area: 3498 m² (land parcel 267) and 1050 m² (land parcel 335), total 4548

m².

Property in Siegburg, Hotel Kranichhohe

Location: Bövingen 129, 53804 Much, land parcels 286 and 346

Use: building and open space, recreational area, forest area, trade and economy

Gross floor area: 15159 m<sup>2</sup> (land parcel 286), 6094 m<sup>2</sup> (land parcel 346), 839 m<sup>2</sup> (land

parcel 344), 2083 m² (land parcel 345), total 24175 m²

Property in Hann. Münden, Hotel Auefeld

Location: Hallenbadstraße, Hallenbadstraße 31, 31 A, 34346 Hann. Münden,

Use: building and open space

Lease: Heritable building right with a share of 12/18 and heritable building right

Term: until 1 March 2084

Gross floor area Heritable building right with a share of 12/18:

 $43 \text{ m}^2$  (land parcel 82/19),  $134 \text{ m}^2$  (land parcel 82/17),  $195 \text{ m}^2$  (land parcel 82/16),  $605 \text{ m}^2$  (land parcel 194/4),  $215 \text{ m}^2$  (land parcel 194/6),  $7788 \text{ m}^2$  (land parcel 84/18),  $304 \text{ m}^2$  (land parcel 84/16), total 9284 m<sup>2</sup>

Gross floor area Heritable building right:

17270 m<sup>2</sup> (land parcel 84/12)



The Data Room shows no defect in title, however, it has to be noted that there is no good faith protection in favor of the Company, in case there was a defect of title at the time of the acquisition of the entities which owned the properties (which is highly unlikely considering the time which elapsed since the acquisitions).

For all of the properties building permits are existing as follows:

- For hotel Columbus in Seligenstadt: Building permit of the district Offenbach am Main as lower building supervisory authority of 14 September 1999 for the new building of a conference hotel with restaurant. There is no expiration date.
- For hotel Auefeld in Hann Münden: Building permit of the building regulations office city of Hann. Münden of 10/10/1990 for a hotel construction. There is no expiration date.
- For hotel Kranichhöhe in Much: Building permit of the district of the Siegburg building supervision office of 12/10/1993 for a hotel construction. There is no expiration date.

Based solely on the Declaration, the hotels comply with the building permits and the use of properties is in compliance with the building permits in all material respects throughout the Track Record Period and up to the date of this Opinion. A fire protection improvement for the Hotel in Much shall be undertaken according to the fire protection concept of Rodermann engineering office dated 26.04.2021, which still requires a building application. Based also on the Declaration, there is no major non compliance regarding this intended fire protection improvement.

- 11. There is no registered intellectual property owned by the Company.
- 12. The Company is currently not applying for registration of any intellectual property rights.
- 13. According to the Data Room there are no material contracts (i.e. annual contract sum exceeding Euro 120,000 or contracts with a remaining binding term of at least three years) which are governed by the law of Germany and entered into by the Company, except the ground lease and its supplements as specified in Annex 10. The ground lease is referring to the property in Hann Münden (Hotel Auefeld). This property is leased from the owner (City of Goettingen) as a heritable building right (*Erbbaurecht*), which is a real estate-like right entitling its holder to build on land owned by a third party. Fixed term is until the year 2084. The ground lease is legally binding, valid and enforceable.
- 14. Based on the GDPR Report an "Internal Guideline on Data Protection" has been established to ensure compliance with the European General Data Protection Regulation. We are of the opinion that the "Internal Guideline on Data Protection"



contains Company's policies and procedures relating to the collection, use, storage, retention, transfer, disclosure, and other processing of personal data obtained from individuals located in the EU or by businesses operating within the EU in relation to the Subsidiary Company's operations in Germany which are in all material respects compliant with the General Data Protection Regulation ("GDPR") and other relevant data protection laws in the EU. We assume that the topics addressed in the "Internal Guideline on Data Protection" are implemented and documented in practice.

- 15. We confirm the legality of the Company's operations in Germany in all material respects, i.e. that the Company has complied with its Constituent Documents and all applicable laws of Germany and regulations (e.g. licensing, construction, environmental, safety and labor) in all material respects throughout the Track Record Period and up to the date of this Opinion.
- 16. An overview of all the requirements under the applicable laws of Germany and regulations relevant to the conduct of the Company's business in Germany is attached as <u>Annex 16</u>. The Company complies with the relevant requirements of Germany in all material respects throughout the Track Record Period and up to the date of this Opinion.
- 17. There is no material obstacle to renewing relevant licenses, permits or certificates. Reference is made to no. 2 above regarding restaurant approvals and notifications.
- 18. According to the Declaration and the Data Room the Company is, during the Track Record Period and up to the date of this Opinion, not involved in any actual or threatened litigation or winding-up proceedings or arbitration in Germany, except for a lawsuit against Booking.com.

The lawsuit is a case in which numerous hotels are suing Booking.com. The lawsuit against booking.com does not appear to be material. The Company is being represented by the law firm SGP Rechtsanwälte, Neu-Ulm, Germany. The Data Room includes a report from this firm, which is reflected below. The chances of success are being estimated to be above 70%. There exist no cost risks whatsoever given that the litigation funders will bear all costs and also adverse cost risks. The action was brought before the Berlin Regional Court on 31 March 2021 on behalf of a total of 1294 plaintiffs with a total of approx. 1650 hotels. The total amount in dispute is 750 million Euros. The case number is 16 O 123/21. The subject matter of the dispute is claims for damages of the hotel operators due to the best price clauses that Booking.com applied in Germany in the period after 2006 and claims for damages due to abusively excessive commissions. In its statement of defence of the end of August 2022, Booking.com defended itself comprehensively. In its reply of the end of May 2023, Booking.com responded to the defence submissions and, according to the



law firm commissioned, comprehensively refuted them. The attempt to reach an out-of-court settlement failed in June 2023 because the parties had very different ideas about the amount. Booking.com has been given until the end of 2023 to make a written statement. It is assumed that oral proceedings will take place in the second half of 2024 and that a judgement will then also be pronounced promptly.

In the parallel proceedings before the District Court in Amsterdam, the proceedings have been suspended in the meantime and two questions have been submitted to the ECJ for clarification. It is assumed that the ECJ will decide both questions in the interest of the plaintiffs around mid-2024.

According to the litigation financing agreement with FourWorld Capital Management LLC ("Funder") dated 14 December 2020 the costs required to enforce the claims of the Company against Booking.com will be borne by the Funder, also and in particular in case the Company will lose in the lawsuit.

- 19. According to the Declaration and the Data Room, the Company is not subject to any investigations or disciplinary actions by the relevant government or regulatory authorities in Germany.
- 20. All banking and/or financing facilities of the Company and a summary thereof are shown in <u>Annex 20</u>.
- 21. All insurances policies maintained in Germany and details of the insurance policies (including to nature of insurance, scope of insurance policies, carrier and insured liability) is listed in <u>Annex 21</u>. There are no requirements to maintain insurance policies for the Company's operations in Germany other than the insurances for its employees which are social insurances (*Sozialversicherungen*), occupational benefits insurance / statutory pension fund (*BVG Berufliche Vorsorge*) and accident insurance occupational accident & non-occupational accident (*UVG*, *Unfallversicherung*). According to the Declaration the Company has complied with this insurance requirement throughout the track record period and up to the date of this Opinion.
- 22. The Company as employer has complied in all material respects with statutory obligations to undertake pension and social insurance payments for its employees, as regulated by the labor laws and regulations of Germany during the Track Record Period and up to the date of this Opinion. No pension scheme exists. The Company has a works council at hotel Auefeld.
- 23. There are no approvals / consents from / filing with the Germany authorities and third parties required for the reorganization of the group structure and Listing.



- 24. The offering of shares or securities of the proposed listing group (incorporated outside Germany) which will be made outside Germany will not be subject to approval or filing requirements under the laws of Germany.
- 25. No approvals / consents from German authorities are required for remittance of dividends declared by the Company out of Germany.
- 26. According to certificates of good conduct (*Führungszeugnisse*) and excerpts from the Commercial Central Register (*Gewerbezentralregister*) the managers of the Company (Pavel Marsik and Nathalie Wisser) have no criminal records.
- 27. All the statements/disclosure relating to German laws as disclosed in the prospectus are in all essential points true, accurate and without material omission.
- 28. The disclosures in the "Regulatory Overview" section of the prospectus are in all material respects and without material omission an accurate summary of material Germany laws and regulations applicable to the business of the Company.

We note that in particular the above no. 5, 6, 9, 12, 14, 15, 16, 18, 19 and 20 of this Opinion are based exclusively on the content of the Data Room and on the Declaration, as no searches are / no research is possible in this regard from other sources. In particular, there is no practice or regulation in Germany which allows to obtain confirmations from authorities on the compliance of a Company or its operations with German laws, except for confirmation from tax authorities. Also, no court and litigation searches are possible, except for bankruptcy searches. Furthermore, no confirmation is available from an authority that the Company has not been penalized for any non-compliance matters.

Furthermore, no searches were conducted on whether any director or senior executive of the Company has been charged with any criminal offence, or been convicted of or imposed major administrative sanctions in Germany that may have a material adverse effect on their qualifications as directors or senior executives or the business operation of the Subsidiary Company in Germany, or whether they are involved in any on-going, pending or threatened litigation, investigation, bankruptcy proceedings, arbitration actions or petitions in Germany that may have a material adverse effect on their qualifications as directors or senior executives or the business operation of the Company. However, both managers of the Company (Pavel Marsik and Nathalie Wisser) provided so-called certificates of good conduct (*Führungszeugnisse*), colloquially also called "police certificate of good conduct", which is an official document that certifies whether the person in question has a criminal record or not. The data on previous convictions come from the German Federal Central Register, the certificate of good conduct is an extract from it. For one of the managers, who is not a German but a Czech Citizen, a European certificate of good conduct was



provided. This is issued to persons who - in addition to or instead of German citizenship - hold the citizenship of one or more other Member States of the European Union or the United Kingdom of Great Britain and Northern Ireland. In addition to the German certificate of good conduct, the European certificate of good conduct shall contain information on entries in the criminal record of the Member State of origin, provided that the Member State of origin provides for transmission under its law.

Furthermore, for both managers as well as for the Company excerpts from the Commercial Central Register (*Gewerbezentralregister*) have been provided. These excerpts show whether there are any administrative decisions or decisions imposing fines in connection with the managers and the Company.

## Qualifications:

Issues addressed by this Opinion may be governed in whole or in part by any laws other than German law and we express no opinion as to what court might have jurisdiction for any issues addressed by this Opinion and as to what law (including any conflict of laws rules) might be applied by any courts to resolve any issue addressed by this Opinion and we express no opinion as to whether any relevant difference exists between the German law upon which this Opinion is based and any other laws which may actually be applied. The manner in which any particular issue would be treated in any actual court case would depend in part on facts and circumstances particular to the case and would also depend on how the court involved chose to exercise the wide discretionary authority available to it in construing applicable law. In particular German courts are not bound by the common law principle of *stare decisis*, i.e. by prior decisions of courts of equal or higher levels. This Opinion is not intended to guarantee the outcome of any legal dispute which may arise in the future.

We express no opinion or advice and make no statement in relation to German external trade law (Außenwirtschaftsrecht) (including, but not limited to, the German Act on External Trade (Außenwirtschaftsgesetz) and the German External Trade Administrative Order (Außenwirtschaftsverordnung)) and any effect that it may have.

Our liability under this Opinion is limited to an amount of € 10 million (in words: Euro ten million). The foregoing limitation of liability shall not apply in case of gross negligence, willful misconduct or damage to life, body or health. Furthermore, any liability of avocado rechtsanwälte is limited to the assets of avocado rechtsanwälte pursuant to § 8 paragraph 4 of the German Act on Partnerships (PartGG). Being listed as an expert and disclosure of the contents of this Opinion and the name of avocado rechtsanwälte as the Germany legal advisor in the prospectus etc will be without accepting



any liability towards other parties than Palasino. This Opinion is solely for the Palasino's benefit and may not be relied upon by any other person.

Dr. Christian Berger

Partner

avocado rechtsanwälte



# List of Annexes:

- (a) Annex A: Index of digital data room provided by the Company
- (b) Annex 8: Directorship changes in the Company since foundation
- (c) Annex 10: Details of property owned / leased by the Company
- (d) Annex 16: Regulatory Overview
- (e) Annex 20: Banking and/or financing facilities of the Company and a summary thereof
- (f) Annex 21: Insurances policies maintained by the Company in Germany

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1.9	Flachenaufestellung (TWH) - Area summary (TWH)	Flächenaufestellung (alle Hotels) - Area summary (all hotels)		
1.9.1			PY2021 Hotel floor area Nov 2021,xlsx	FY2021 Hotel floor area Nov 2021.xlsx
1.10	Renovierungen - Rennovation Summary	Rennovation Summary		
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1.11	Prūfungen - Audits	Prüfungen		
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1.17.2	Notes of meetings	Notes of meetings		

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2.3	Planungsunterlagen (Gebaude) - Planning documents (asset)	Planungsunterlagen (Gebaude) - Planning documents (asset)		
23.1	5, Floor plans & building sections 5,1 PDF - format	5.1 PDF - format		
2.3.1.1.1	old plans	old plans		
23,1.1.1			AltBau 10G -1. pdf	AttBau 10G -1. pdf
23.1.1.12			AltBau 20G -1.pdf	AltBau 20G-1.pdf
23.1.1.1.3			AltBau 20G -2.pdf	AttBau 20G - 2 pdf
23.1.1.4			AltBau EG -1. odf	AttBay EG -1.pdf
23,1,1,5			AltBau EG -2.pdf	AttBau EG -2.pdf
23.1.1.6			Altbau UG -1.pdf	Altbau UG - 1. pdf
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23.1.1.13			1,b,i - Building plans.pdf	1,b,i - Building plans.pdf

23.1.1.2			kitchen BW.pdf	kitchen BW.pdf
23.1.2	5.2 DWG - format	5.2 DWG - format		
23.1.2.1			FRE complet.dwg	FRE complet.dwg
3.2	Grundrisse (aktuell)- floor plans (current)	Grundrisse (aktuell)- floor plans (current)		
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2.6.2.1.1.2			Hotel-Auefeld-Hann-Münden-Bestand-Maßnahmenkatalog-2019-08-12-Rev-0- 0.pdf	Hotel-Auefeld-Hann-Münden-Bestand-Maßnahmenkatalog-2019-08-12-Rev-0- 0.pdf
26.21.1.3			Hotel-Auefeld-HannMünden-Bestandsbeurteilung-85P-2019-06-28-Rev-0-0-	Hotel-Auefeld-Hann,-Münden-Bestandsbeurteilung-BSP-2019-06-28-Rev-0-0-
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2.6.2.6			Plans.pdf	Plans.pdf
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2.6.4			Plans.pdf	Plans.pdf
2.6.5			10.3.1.2.1.4-1,b,i - Fire protection 23.04.2013.pdf	10.3.1.2.1.4-1,b,i - Fire protection 23.04,2013.pdf
2.6.6			10.3.1.2.1.8-1,b,i - Expert certification on fire protection 30.06.2015.pdf	10.3.1.2.1.8-1,b,i - Expert certification on fire protection 30.06.2015.pdf
2.7	Energieausweis - Energy certificate	Energieausweis - Energy certificate		
27.1			10.3.1.4.3.1-1.d.iii. Energy performance certificate 31b.pdf	10.3.1.4.3.1-1.d.iii, Energy performance certificate 31b.pdf
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2.8.1.10			10.3.1.4.2.12-1.d.ii. Weishaupt contract.pdf	10.3.1.4.2.12-1.d.ii. Weishaupt contract.pdf
28.1.11			Wartungsplan 2021 Hann Münden.xlsx	Wartungsplan 2021 Hann Münden xlsx
28.1.12			FRE - Wartungsplan2022.xlsx	FRE - Wartungsplan2022.xlsx
2.8.1.13			Alarm Sicherheitstechnik SML-21-0137 Geliko.pdf	Alarm Sicherheitstechnik_SML-21-0137 Geliko.pdf
2.8.1.14			Alarmübertragung_BMA_Siemens Wartung.pdf	Alarmübertragung BMA Siemens Wartung.pdf
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28.2.1			Servator ( Küche ) Wartungsvertrag.pdf	Servator (Küche ) Wartungsvertrag.pdf
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2.8.6.4			Test protocol for elevator kitchen, pdf	10.3.1.4.3.8-1.d.iii. Test protocol for elevator kitchen.pdf
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3.8.6.7			Lindner Sport Pool und Schwimmbad 2014.pdf	Lindner Sport Pool und Schwimmbad 2014. pdf
3.8.6.8			Lindner Sport Tennishalle 2014.pdf	Lindner Sport Tennishalle 2014.pdf
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5.11.2.3		Guest Mix 03-31-21.pdf	Guest Mix 03-31-21.pdf

3.11.2.4			Guest Mix 06-31-21 (YTD2022).pdf	Guest Mix 06-31-21 (YTD2022).pdf
5,12	Mitarbeiter (HR) - Human Resources	Mitarbeiter (HR) - Human Resources		
5.12.1			7.3-HR - TWHA - Employee Salaries Jul 2017 (Donauwelle).pdf	7.3-HR - TWHA - Employee Salaries Jul 2017 (Donauwelle).pdf
5.12.2			10.1.7.1-Austria 7 - TWH Wages Bonuses And Other Benefit Policy (EN) (HRD 03- 102) (0219) Aff	10.1.7.1.Austria 7 - TWH Wages Bonuses And Other Benefit Policy (EN) (HRD 03-
5.12.3			2021 10 31 Staffing 4 2021 3 2022:xlsx	2021 10 31 Staffing 4 2021 3 2022 view
5.13	Steuern - Tax	Steuern - Tax		
5.13.1			Grundsteuer.pdf	Grundsteuer.pdf
5.14	Staatshilfen • Goverment subsidies	Staatshilfen - Goverment subsidies		
5.15	Fotos - Photos	Fotos - Photos		
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5.16	1.1-Corporate Documents	1.1-Corporate Documents		
5,16,1				1.1.5-Legal and Tax - TWHA GmbH Bylaws.pdf
5.16.2			on document.pdf	1.1.6-legal and Tax - TWHA GmbH Incorporation document.pdf
5.16.3				1.1.7-Legal and Tax - TWHG GmbH Bylaws.pdf
5.15.4			1.1.8-Legal and Tax - TWHG GmbH Incorporation document pdf	1.1.8-Legal and Tax - TWHG GmbH Incorporation document.pdf
5.17	1.3-CIM	MD-ET		
5.17.1			Expose_PROJECT_4_Colliers.pdf	Exposé PROJECT 4 Colliers.pdf
5.18	1,4-Org chart	1,4-Org chart		
5.18.1			1.4.1-TWC Org Chart, as of 2021, Sep30.pdf	1.4.1-TWC Org Chart, as of 2021, Sep30.pdf
5.19	Rechtsstreitigkeiten - Legal disputes	Rechtsstreitigkeiten - Legal disputes		
5.20		Prüfungen - Audits		
5.21	- Reoccuring invoices	Dauerrechnungen - Reoccuring involces		
5.22		Unbedenklichkeitsbescheinigungen		
5.23	Darlehen - Financing	Darlehen - Financing		
5.24			2.1.1-5b - FX Hedging.pdf	2.1.1-Sb - FX Hedging.pdf
20.3			Wages Bonuses And Other Benefit Policy (EN) (HRD 03-	10.1.7.1-Austria 7 - TWH Wages Bonuses And Other Benefit Policy (EN) (HRD 03-
5.5			[02] (0319),pdf	02) (0319).pdf

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# Annex 8

Starregepting Conserva	t et	e Lune V	ertaen om til som til	
Nathalie Celine Wisser	17/07/2023		-	
Pavel Marsik	19/10/2017		-	
Jan Gerrit Rutgers	19/10/2017		08/11/2022	
Paul Dallas Benkley	06/05/2009		19/10/2017	
Thomas Christian Mähder	06/05/2009		03/04/2016	
Rami S. Ramadan	22/11/2005		06/05/2009	
Wolfgang Schaefer	19/01/2004		22/11/2005	
Nicole Liebera	03/12/2003		19/01/2004	

## Annex 10

Details of property owned / leased by the Company

The Company is the owner / the heritable building right owner of the following properties:

## (1) Property in Seligenstadt, Hotel Columbus

- (a) Property at Am Reitpfad 4, 63500 Seligenstadt being the whole of the property entered in the land register of the local court of Seligenstadt, land register of Froschhausen, sheet 3099 ("Blatt"), serial no. 1 ("Ifd. Nr."), Froschhausen district ("Gemarkung"), plot 8 ("Flur"), land parcel 267 ("Flurstück"), building and open space, Am Reitpfad 4, 3498 m², and
- (b) Property at Am Reitpfad 7, 63500 Seligenstadt being the whole of the property entered in the land register of the local court of Seligenstadt, land register of Froschhausen, sheet 3161 ("Blatt"), serial no. 1 ("Ifd. Nr."), Froschhausen district ("Gemarkung"), plot 8 ("Flur"), land parcel 335 ("Flurstück"), building and open space, Am Reitpfad 7, 1050 m².

The Property described above in (1) is hereafter called the "Property Columbus".

# (2) Property in Siegburg, Hotel Kranichhohe

- (a) Property at Bövingen 129, 53804 Much being the whole of the property entered in the land register of the local court of Siegburg, land register of Gerlinghausen, sheet 531 ("Blatt"), serial no. 1 ("Ifd. Nr."), Gerlinghausen district ("Gemarkung"), plot 4 ("Flur"), land parcel 286 ("Flurstück"), building and open space, Bövingen 129 recreational area, 15159 m², and
- (b) Property at Bövingen 129, 53804 Much being the whole of the property entered in the land register of the local court of Siegburg, land register of Gerlinghausen, sheet 592 ("Blatt"), serial no. 1 ("Ifd. Nr."), Gerlinghausen district ("Gemarkung"), plot 4 ("Flur"), land parcel 346 ("Flurstück"), forest area, building and open space, Bövingen 129 recreational area, 6094 m², land parcel 344 ("Flurstück"), building and open space trade and economy, Bövingen 129, 839 m², land parcel 345 ("Flurstück"), building and open space trade and economy, Bövingen 129, 2083 m²

The Property described above in (2) is hereafter called the "Property Kranich-höhe".

# (3) Property in Hann. Münden, Hotel Auefeld

(a) Heritable building right ("Erbbaurecht", with a share of 12/18) reg. Property at Hallenbadstraße, 34346 Hann. Münden, entered in the land register of the local court of Hann. Münden, land register of Gimte, sheet 1172 ("Blatt"), serial no. 1 ("Ifd. Nr."), Gimte district ("Gemarkung"), plot 4 ("Flur"), land parcel 82/19 ("Flurstück"), building and open space, Hallenbadstraße 31, 31 A, 43 m², land parcel 82/17 ("Flurstück"), building and open space, Hallenbadstraße, 134 m², land parcel 82/16 ("Flurstück"), building and open space,

Hallenbadstraße, 195 m², land parcel 194/4 ("Flurstück"), building and open space, Hallenbadstraße, 605 m², land parcel 194/6 ("Flurstück"), building and open space, Hallenbadstraße 31, 31 A, 215 m², land parcel 84/18 ("Flurstück"), building and open space, Hallenbadstraße, 7788 m², land parcel 84/16 ("Flurstück"), building and open space, Hallenbadstraße, 304 m²

(b) Heritable building right ("Erbbaurecht") reg. Property at Hallenbadstraße, 34346 Hann. Münden, entered in the land register of the local court of Hann. Münden, land register of Gimte, sheet 1011 ("Blatt"), hereditary land register ("Erbbaugrundbuch"), serial no. 1 ("Ifd. Nr."), Gimte district ("Gemarkung"), plot 4 ("Flur"), land parcel 84/12 ("Flurstück"), building and open space, Hallenbadstraße 31, 31 A, 17270 m².

The Property described above in (3) is hereafter called the "Property Auefeld".

## I. Property Columbus

## 1. Acquisition

Property Columbus was formerly owned by Hotelgesellschaft M. und W. von Rhein KG, registered in the commercial register of the district court Offenbach, file no. HRA 42050. Hotel Columbus was the only operation of Hotelgesellschaft M. und W. von Rhein KG.

Hotelgesellschaft M. und W. von Rhein KG was acquired by Trans World Hotels Germany GmbH ("Company") in 2014. Purchase was done in the way that the interests (= shares) of the limited partners (Kommanditisten) of Hotelgesellschaft M. und W. von Rhein KG were sold and assigned to Company. As a statutory result (gesetzliche Folge) of the sale and assignment of all of the interests of the limited partners pursuant to Sections 738 German Civil Code (BGB) and 105 para 2 German Commercial Code (HGB), Company assumed the business of Hotelgesellschaft M. und W. von Rhein KG with all its assets and liabilities (Aktiva und Passiva) in September 2014 and continued it. Hotelgesellschaft M. und W. von Rhein KG ceased to exist as a legal entity without a liquidation. Company was registered as the new owner in the land register. This is reflected in the following documents:

- application with the commercial register at the district court Offenbach dated 8
   September 2014
- excerpt from the commercial register at the district court Offenbach showing the dissolution of Hotelgesellschaft M. und W. von Rhein KG
- excerpt from the land register showing Company as owner

### 2. Details

According to the land register Property Columbus is fully owned by Trans World Germany which is properly registered as owner in section I of the land register.

No encumbrances are registered in section II of the land register.

A land charge in the amount of 3.6 Mio Euro in favor of Sparkasse Langen-Seligenstadt is registered in section III of the land register.

Register of building encumbrances (*Baulastenverzeichnis*) of the Kreis Offenbach dated 3 August 2023 shows no encumbrance for parcel no 267, but with regard to local sub district Froschhausen, cadastral section 8, parcel No 335 (Address: Seligenstadt, Am Reitpfad 3) that 16 parking spaces for cars including access to them are assigned to the Property Columbus. This public easement lies on the property irrespective of the actual ownership.

According to the public easement the parcel 335 for 16 parking spaces for cars and for the vehicle access is being allocated to the parcel 267.

It seems that the 16 parking spaces were a prerequisite for the operation of the hotel. However, this does not mean that those 16 parking spaces are definitely sufficient for getting a permission to run the hotel. There is a possibility that the approving authority asks for more parking spaces.

Register of contaminated sites (Altlastenkataster) of the Regierungspräsidium Darmstadt dated 3 August 2023 does not show any negative registration.

## II. Property Kranichhöhe

### 1. Acquisition

Property Kranichhöhe was formely owned by activotel GmbH & Co. Hotel KG, registered in the commercial register of the district court Siegburg, file no. HRA 3350. The hotel "Lindner Sport & Aktiv Hotel Kranichhöhe", which was built on the Property Kranichhöhe, was the only operation of activotel GmbH & Co. Hotel KG.

activotel GmbH & Co. Hotel KG was acquired by Company in 2016. Purchase was done in the way that the interests (= shares) of the limited partners (*Kommanditisten*) of activotel GmbH & Co. Hotel KG were sold and assigned to Company. As a statutory result (*gesetzliche Folge*) of the sale and assignment of all of the interests of the limited partners pursuant to Sections 738 German Civil Code (BGB) and 105 para 2 German Commercial Code (HGB), Company assumed the business of activotel GmbH & Co. Hotel KG with all its assets and liabilities (*Aktiva und Passiva*) in December 2016 and continued it. activotel GmbH & Co. Hotel KG ceased to exist as a legal entity without a liquidation. Company was registered as the new owner of the hotel in the land register. This is reflected in the following documents:

- application with the commercial register at the district court Siegburg dated 16
   December 2016
- excerpt from the commercial register at the district court Siegburg showing the dissolution of activotel GmbH & Co. Hotel KG
- excerpt from the land register showing Company as owner

#### 2. Details

According to the land register Property Kranichhöhe is fully owned by Trans World Germany which is properly registered as owner in section I of the land register.

A land charge in the amount of 4 Mio. Euro in favour of Kreissparkasse Köln is registered in section III of the land register.

The Property Kranichhöhe is encumbered according to section II of the respective land register as follows:

#### Folio 531

cons. no. 1: priority notice of re-conveyance in favour of the municipality of Much; subordinated to record in Section III, cons. no. 1 and 2.

cons. no. 2: Limited personal servitude (gas pipeline right) in favour of Rhenag Rheinische Energie Aktiengesellschaft, Cologne.

cons. no. 3: Limited personal servitude (gas pipeline right) with construction and disposal restrictions in favour of Rhenag Rheinische Energie Aktiengesellschaft, Cologne.

cons. no. 3: Limited personal servitude (pipeline right) in favour of RWE Deutschland Aktiengesellschaft, Essen.

## Folio 592

cons. no. 1: Limited personal servitude (gas pipeline right) in favour of Rhenag Rheinische Energie Aktiengesellschaft, Cologne; encumbering parcels 346 and 345.

cons. no. 2: Limited personal servitude (pipeline right) in favour of RWE Deutschland Aktiengesellschaft, Essen; encumbering parcels 346 and 345.

Regarding the aforementioned gas pipeline and pipeline rights, the underlying deeds could not be reviewed and we assume that they are standard for such rights, which are quite common in Germany.

Register of building encumbrances (*Baulastenverzeichnis*) of Rhein Sieg Kreis dated 8 August 2023 shows the following encumbrances: securing of the economical unity (*wirtschaftliche Einheit*) of the plots no 286, 346, 344, 345 and securing the sewage and rainwater pipes.

Register of contaminated sites (*Altlastenkataster*) of Rhein Sieg Kreis dated dated 3 August 2023 does not show any negative registration.

### III. Property Auefeld

## 1. Acquisition

Property Auefeld was formerly owned by Freizeit Auefeld GmbH & Co. KG, registered in the commercial register of the district court Göttingen, file no. HRA 111158. "Hotel AVALON", build on the Property Auefeld, was the only operation of Freizeit Auefeld GmbH & Co. KG.

Freizeit Auefeld GmbH & Co. KG was acquired by Company in 2015. Purchase was done in the way that the interests (= shares) of the limited partners (*Kommanditisten*) of Freizeit Auefeld GmbH & Co. KG were sold and assigned to Company. As a statutory result (*gesetzliche Folge*) of the sale and assignment of all of the interests of the limited partners pursuant to Sections 738 German Civil Code (BGB) and 105 para 2 German Commercial Code (HGB), Company assumed the business of Freizeit Auefeld GmbH & Co. KG with all its assets and liabilities (*Aktiva und Passiva*) in June 2015 and continued it. Freizeit Auefeld GmbH & Co. KG ceased to exist as a legal entity without a liquidation. Company was registered as the new owner in the land register. This is reflected in the following documents:

- application with the commercial register at the district court Göttingen dated 10 June 2015
- excerpt from the commercial register at the district court Offenbach showing the dissolution of Freizeit Auefeld GmbH & Co. KG
- excerpt from the land register showing Company as owner

## 2. Details

Property Auefeld is not owned, but leased from the owner (City of Goettingen) under so called ground lease agreements - heritable building right (Erbbaurecht), which is a real estate-like right entitling its holder to build on land owned by a third party. Fixed term is until the year 2084. Trans World Germany has a priority right to extent the ground lease after its expiration. The priority right of Trans World Germany is subject to § 31 of the Ground Lease Regulation (Erbbaurechtsverordnung). The right can only be executed, if the land owner is concluding a new ground lease with a third party and the right is excluded, if this new ground lease with a third party has a different economical purpose. Furthermore, for a part of the property there is a partition (Teilungserklärung), under which Trans World Germany kept the ground lease for 12/18 co-ownership share of the plots, connected with the ownership of the hotel building and parking lots. Therefore, it has to be noted that there is no full ground lease right of Trans World Germany regarding a part of the property, but only a co-ownership in an owner community pursuant to the German Condominum Act (Wohnungseigentumsgesetz). Upon expiration of the building lease right its components become, by law, part of the land and the ownership of the building passes to the owner of the land. Trans World Germany then is entitled to compensation. The landowner is entitled to offer the holder of the building lease right an extension of the right in order to avoid compensation payments. If the holder of the rights rejects this offer, his right to compensation extinguishes. The level of compensation is determined by the base value (=market value) the building has at the time the building lease right expires.

Any transfer or encumbrance of the ground lease requires the approval of the land owner. Land owner may claim the transfer of the ground lease to himself or a third party in certain cases, e.g. if the tenant becomes insolvent or if the at least two annual rent payments are not being paid or if the tenant does not fulfill his obligations. A pre-emption right in favor of the County of Gottingen has been agreed, which applies in case of a sale of the hotel by Trans World Germany.

The share of Trans World Germany is restricted in its rights by the rights of the other coowners and as set out under the Partition Agreement and pursuant to the German Condominium Act (Wohnungseigentumsgesetz) and the Partition Agreement (comparable
to condominium structures in other jurisdictions). Under the German Condominum Act
(Wohnungseigentumsgesetz) there are matters which require a resolution of the owner
community. Resolutions which require a simple majority can be achieved by the Hotel
Owner with its 12/18 ownership share
(see Section 10 of the Partition Agreement). However, there are also matters
which require a qualified majority of 3/4 or unanimity, for example any
reconstruction of the common property, which is more than just a simple
maintenance or repair, Section 22 Condominium Act/WEG.

Due to this structuring in heritable building rights and co-ownership the market value of hotel Auefeld is lower than if it would be a full ownership structure.

Section II of the land register shows an easement in favour of a neighbouring property, consisting of a wastewater drainage right. Regarding the aforementioned right, the underlying deed could not be reviewed and we assume that it is standard for such right, which is not uncommon in Germany.

Furthermore, section II of the land register shows the pre-emption right in favour of the Company.

There are two mortgages registered in section III of the land register in favor of Kreisund Stadtsparkasse Hann. Münden in the amounts of 2.1 and 2 Mio. DM and one mortgage in favor of Stefanie Hellwig in the amount of 3,936,947 Euro.

Register of building encumbrances (*Baulastenverzeichnis*) of the city of Hann. Münden dated 18 August 2023 shows several registrations, as follows:

- The respective owners of the parcels 79, 194/1 and 84/7 are obliged to contribute to the preparation and maintenance of the community facility on the parcels 194/1.
- 79 and 192/2
- The respective owners of the plots of land 82/13, 84/17 and 194/3 as well as
  plots of land 82/14, 84/18 and 194/4 are obliged to comply with the public building code with all structural installations and construction measures on the aforementioned plots of land as if the aforementioned plots of land were a building
  plot.
- The respective owners of the plots of land 82/16, 82/17, 82/19, 84/12, 84/16, 84/18, 194/4 and 194/6 are obliged to comply with the public building law with all constructions and building measures on the aforementioned plots of land as if the plots of land were a single building plot.
- The respective owner and the heritable building rights shall tolerate that the necessary waste disposal lines are installed as a common facility for the property Hallenbadstrasse 31 (parcels 82/14, 84/12, 84/18 and 194/4) on the area shaded in yellow on the attached site plan, maintained and used

 The leaseholders of the heritable building right to the property Hallenbadstrasse 31 (parcels 84/12 and 84/18) are obliged to bear the costs of the construction and maintenance of the waste disposal pipes built on the parcels 84/12, 84/18, 194/4 and 82/14 as a common facility.

Register of contaminated sites (*Altlastenkataster*) of the Landkreis Göttingern dated dated 9 August 2023 does not show any negative registration.

## 3.1 Documentation re Ground Lease

We have obtained copies of the following notarial deeds:

Deed dated 15 February 1985 – role of deeds no. 7/1985 of the notary Hermann Bauer in Münden - Ground Lease (*Erbbaurechtsvertrag*) between county (*Landkreis*) of Gottingen and Freizeit Auefeld GmbH & Co. KG (formerly Freizeit- und Tenniscenter Münden GmbH & Co. KG) (the "**Ground Lease** I")

Deed dated 2 February 1990 – role of deeds no. 52/1990 of the notary Christel Kallmann in Münden - Ground Lease (*Erbbaurechtsvertrag*) between county (*Landkreis*) of Gottingen and Freizeit Auefeld GmbH & Co. KG (formerly Freizeit- und Tenniscenter Münden GmbH & Co. KG) (the "**Ground Lease II**")

Deed dated 11 September 1990 – role of deeds no. 414/1990 of the notary Christel Kallmann in Münden - Partition Agreement (*Teilungserklärung*) for the property which is rented under the Ground Lease II where the southern part of the Hotel is located (the "Partition Agreement")

Deed dated 7 October 1992 – role of deeds no. 508/1992 of the notary Christel Kallmann in Münden – supplement to the Partition Agreement (the "1st Supplement to the Partition Agreement")

Deed dated 12 September 2000 – role of deeds no. 379/2000 of the notary Christel Kallmann in Münden – supplement to the Ground Lease (*Erbbaurechtsvertrag*) between county (*Landkreis*) of Gottingen and Freizeit Auefeld GmbH & Co. KG (formerly Freizeit-und Tenniscenter Münden GmbH & Co. KG) (the "Supplement to the Ground Lease II")

Deed dated 12 September 2000 – role of deeds no. 383/2000 of the notary Christel Kallmann in Münden – supplement to the Partition Agreement (the "2<sup>nd</sup> Supplement to the Partition Agreement")

Deed dated 10 June 2015 – role of deeds no.423/2015 of the notary Wolfgang Beuermann in Hann. Münden – supplement to the Partition Agreement (the "3<sup>rd</sup> Supplement to the Partition Agreement")

And we have obtained copies of excerpts from the land register as follows:

Excerpt from the land register for heritable building rights (*Erbbaugrundbuch*) at the district court Hann. Münden, land register of the district Gimte, file no. 1011;

Excerpt from the land register for part heritable building rights (*Teilerbbaugrundbuch*) at the district court Hann. Münden, land register of the district Gimte, file no. 1229.

## 3.2 Ground Lease I - for Property of Hotel Main Building

The excerpts and the copies of notarial deeds as listed above show that the Company is tenant of land under ground lease agreements (*Erbbaurecht*) with respect to the following plots:

According to the excerpt from the land register for heritable building rights (*Erbbaugrundbuch*) at the district court Hann. Münden, land register of the district Gimte, file no. 1011, dated 5/11/2009 and the Ground Lease I there is a ground lease for the following plot:

Plot (*Flurstück*) no. 84/12 with 17,270 m<sup>2</sup>, registered in the land register for heritable building rights (*Erbbbaugrundbuch*) at the district court Hann. Münden, land register of the district Gimte, file no. (*Blatt*) 1011, with the address Hallenbadstrasse 31 and 31A.

The county (Landkreis) of Gottingen is owner of the plot.

The registered term of the Ground Lease I is until 1/3/2084.

The Ground Lease I originally referred to the plot 84/9 with 17,611 m² and the plot 84/11 with 341 m². According to the excerpt from the land register this then changed, the ground lease regarding plot 84/11 ended and plot 84/11 changed to 84/12 which has a reduced size. There must be amendments to the Ground Lease I which reflect these changes, but we have not been provided with any amendments to the Ground Lease I.

The Ground Lease I refers to an original ground lease agreement dated 8/3/1984 which we have not been provided with and which was replaced by the Ground Lease I.

The most relevant stipulations of the Ground Lease I are:

The tenant has the right to erect a building for sports, leisure and accommodation purposes (§ 1). Buildings for other purposes require the prior written approval of the land owner (§ 6).

The land owner shall not be liable for the size, quality, development potential and other features of the plot (§ 1 para 3).

The annual ground rent amounts to 26,595.80 DM and is registered as a land charge in the land register (§ 2). The rent can be increased, if further buildings, which are not covered by the Ground Lease I, are erected on the plot (§ 3). There is no index clause, which allows an increase if the cost of living index is changing, different to the Ground Lease II (see below).

A public easement is referred to and agreed in the notarial deed of 8/2/1984 – role of deeds 32/1984 of the notary Bernd Bauer in Münden – copy of which we have not obtained (§ 4).

The tenant has the obligation to erect a tennis hall. Any construction of buildings requires the approval of the County of Gottingen. The tenant has to provide for proper maintenance of the buildings (§ 5).

The tenant has to bear any and all costs for the land. There was no public street at the time of conclusion of the Ground Lease I, the tenant is responsible for the construction of a street, 50 to 80% of the costs of construction, maintenance and repair are to be borne by the tenant. Costs of cleaning and winter services will be divided equally between both parties (§ 7).

Any transfer or encumbrance of the ground lease requires the approval of the land owner (§ 8).

Land owner may claim the transfer of the ground lease to himself or a third party in certain cases, e.g. if the tenant becomes insolvent or if the at least two annual rent payments are not being paid or if the tenant does not fulfill his obligations according to §§ 5 to 7.

If the Ground Lease ends, the land owner shall pay to the tenant a compensation for the buildings. The amount of the compensation shall be determined by an expert at his equitable discretion, the expert is to be appointed by the competent court (§ 10).

A pre-emption right in favor of the County of Gottingen has been agreed, which applies in case of a sale of the hotel by the tenant. And the tenant has been granted a priority right to extent the ground lease after its expiration (§ 11). These pre-emption rights have been registered in the land register.

The priority right of the tenant to extent the ground lease after its expiration is subject to § 31 of the Ground Lease Regulation (*Erbbaurechtsverordnung*). The right can only be executed, if the land owner is concluding a new ground lease with a third party and the right is excluded, if this new ground lease with a third party has a different economical purpose.

The tenant may not operate a commercial sauna and swimming pool, however, for the guests of the hotel and tennis facility a sauna is admitted (§ 12). The parking lot of the county of Gottingen is reserved for the sport facilities of the county of Gottingen.

There are three mortgages registered in favor of Kreis- und Stadtsparkasse Hann. Münden in the amounts of 2.1, 2 and 7.7 Million DM.

## 3.3 Ground Lease II - for Property of Hotel Extension Building

Under the Ground Lease II the county (*Landkreis*) of Gottingen is granting lease rights to the tenant to 9,284m<sup>2</sup> on the following plots:

Plot 82/19 – 43m<sup>2</sup> (formerly part of plot 82/9)

- Plot 82/17 134m<sup>2</sup> (formerly part of plot 82/9)
- Plot 82/16 195m<sup>2</sup> (formerly part of plot 82/10)
- Plot 84/16 304m<sup>2</sup> (formerly part of plot 84/6)
- Plot 84/18 7,788m<sup>2</sup> (formerly part of plot 84/14)
- Plot 194/4 605m<sup>2</sup> (formerly part of plot 194/1)
- Plot 194/6 215m<sup>2</sup> (formerly part of plot 194/1)

all of them registered in the land register for heritable building rights (*Erbb-baugrundbuch*) at the district court Hann. Münden, land register of the district Gimte, file no. (*Blatt*) 1172 (copy of which has not been provided to us).

According to the cataster plan of land parcels, part of the extension building of the Hotel is located on the plots 84/18, 194/4, 82/17.

Again, the county (*Landkreis*) of Gottingen is owner of the plot and the registered term of the Ground Lease I is until 1/3/2084.

The most important content of Ground Lease II is similar to the content of Ground Lease I as described above, with the following differences:

The annual ground rent can be adjusted every 10 years, if appropriate. It can be increased earlier, if the cost of living index has increased by more than 50% (§ 3). The clause stipulates that:

- The parties to the contract have the right to request that the ground rent be revaluated, at the earliest, 10 years from commencement of the contract. Thereafter, changes can be requested, at the earliest, 10 years from the first payment the last adjusted rent (§ 3 para 1).
- The ground rent can be amended prior to the expiration of 10 years if (§ 3) the change of the cost of living index (*Lebenshaltungskostenindex*) is more than 50% or an examination of the rent payment takes place according to § 3 para 4 of the Ground Lease II (§ 3 para 1).
- The appropriateness of the ground rent amount is assessed based on the price index for the standard of living of a four-person-household with an average income. The indices for the cost of living are determined by the Federal Statistics Bureau for the Federal Republic of Germany for each calendar year (§ 3 para 2).
- The land owner can request that the ground rent be reviewed if the leaseholder operates, or builds, facilities other than the ones which were approved in the contract (except for small extensions or building alterations as well as parking garages for personal use). In such cases, the ground rent shall be increased according to its intensified use but not by more than 80% (§ 3 para 4).
- Any request to revaluate the ground rent must be submitted in writing. The revised ground rent will be paid at the beginning of the quarter following receipt of written notice. If the period between the notice and the beginning of the first quarter of the new calendar year is less than two months, the revised ground rent shall be paid beginning in the second quarter of the new calendar year (§ 3 para 5).

• Changes to the ground rent shall be registered in the land register and corresponding addendums to the contract made (§ 3 para 6).

A public easement was agreed in the notarial deed of 5/2/1990 (§ 4).

The tenant had to erect a hotel within 5 years (§ 5).

With Supplement to the Ground Lease II the annual rent was increased from 11,605 to 14,151.14 DM. The amount of the increase of 2,546.14 was registered in the land register.

## 3.4 Partition re Ground Lease II

For the plots which are rented under the Ground Lease II, the tenant created a partition with agreement dated 11 September 1990 – role of deeds no. 414/1990 of the notary Christel Kallmann in Münden – Partition Agreement (*Teilungserklärung*), under which the tenant kept the ground lease for 12/18 co-ownership share of the plots, connected with the ownership of the hotel building and parking lots, specified with no. 5 in the Partition Agreement.

The partition was confirmed with reference to the newly measured and registered plots with the 1<sup>st</sup> Supplement to the Partition Agreement. With the 2<sup>nd</sup> Supplement to the Partition Agreement one of the parking lots was transferred from co-ownership no. 2 to co-ownership no. 4.

This 12/18 co-ownership share of the plots, connected with the ownership of the hotel building and parking lots, specified with no. 5 in the Partition Agreement, belong to the Company. This co-ownership share has been registered in the land register for part heritable building rights (*Teilerbbaugrundbuch*) at the district court Hann. Münden, land register of the district Gimte, file no. 1229.

The co-ownership currently belong to the Grundstücksgemeinschaft Fischer & Scharpenberg and to Mr. Wilfried Heede. The other co-ownership shares are connected with the ownership of an office building which has been erected (office space and apartments) and garages (file no. 1225 to 1228 of the land register, copy of which we have not obtained).

The share which the Company purchased is restricted in its rights by the rights of the other co-owners and as set out under the Partition Agreement and pursuant to the German Condominium Act (Wohnungseigentumsgesetz) and the Partition Agreement (comparable to condominium structures in other jurisdictions).

Under the German Condominum Act (Wohnungseigentumsgesetz) there are matters which require a resolution of the owner community. Resolutions which require a simple majority can be achieved by the Hotel Owner with its 12/18 ownership share (see Section 10 of the Partition Agreement). However, there are also matters which require a qualified majority of 3/4 or unanimity, for example any reconstruction of the common property, which is more than just a simple maintenance or repair, Section 22 Condominium Act/WEG.

The Partition Agreement is quite standard. There are five ownership shares, one for the hotel and four for the office building (two of which are for residential purposes).

The Company is bound to any resolutions and agreements of the owner community.

It has to be noted that there is no full ground lease right of the Company regarding a part of the hotel, but only a co-ownership in an owner community.

The 3<sup>rd</sup> Supplement to the Partition Agreement amendment the Partition Agreement, clarifying that office building and hotel building are operated separately and at the cost of the respective owner and that the hotel owner may redesign and reconstruct the hotel without the consent of the other owners and extent the hotel building within certain borders.

## 3.5 General Legal Comments on the Ground Lease

A piece of land may be encumbered in a way that the person in whose favor the encumbrance is made holds the right to have a structure above or below the surface of that piece of land. The holder of a ground or building lease becomes the owner of the building he erects, but he does not acquire the title of land. This is a deviation from the principle that the ownership of land extends to all essential component parts of it. Thus, the purchaser of a building lease right does not have to pay a purchase price for the land and correspondingly any increase in the value of the land accrues to the owner of the land. The holder of the building lease right usually has to pay a rent, due in annual installments, the amount of which has to be fixed in advance for the whole term of the building lease right. The annual rates, however, may be subject to certain adjustment clauses. The economic benefit of the building lease is that the title of the property may be acquired without the necessity to raise capital for the land. On the part of the landowner it produces constant flow of income from the land.

A ground lease right can be created for an indefinite time or for a certain fixed term; usually, it is establish for a term of 50 to 100 years.

The ground lease right is created and transferred, like other interests in land by a written notarially authenticated agreement of the parties and by registration in the land register. A building lease right can be created only if it ranks first as against other encumbrances on the land (§ 10 Ground Lease Act – *Erbbaurechtsgesetz / ErbbauRG*).

A building that is constructed pursuant to a ground lease is deemed an essential component of the ground lease right itself, but not an essential component of the land on which it is built. Therefore, the leaseholder, rather than the owner of the land, becomes the owner of the building. The same applies with respect to a building that already exists at the time when the building lease is created.

Due to the vested interest of the landowner a ground lease agreement usually contains stipulations committing the leaseholder to the construction and maintenance of a building especially since neither the landowner nor the leaseholder are legally obliged to maintain and repair the building.

Furthermore, the parties to the ground lease agreement may restrict the use of the building to certain purposes.

In return for the landowner granting the ground lease the leaseholder is obliged to pay a ground rent. The ground rent can be compared to a lease payment and the amount due needs to be specified in the ground rent agreement. However, the parties to the contract may stipulate that each party has the right to request that the ground rent be revaluated after a certain period of time. Adjustments to the ground rent need to be registered in the land register and corresponding addendums to the ground lease contract.

The ground lease right is transferable and inheritable; it can also be mortgaged. The ground lease is treated under law as land, although it is only a limited right to use the landed property of another person. It can be independently charged with mortgages, liens and other real-estate encumbrances. § 5 ErbbauRG allows parties to stipulate in the ground lease agreement that the holder may only transfer or burden his right with the approval of the landowner. A transfer is any legal transaction with regard to the ground lease right. However, a change in the composition of shareholders of the legal body holding the building lease right is not considered as a transfer of the building lease right. Thus, a change of shareholders is generally not subject to approval of the landowner.

The holder is entitled to the approval of a transfer if it can be assumed that the transfer will not substantially affect or endanger the purpose of the building lease right. Furthermore, the holder can request that the encumbrance of the building lease right be approved if the encumbrance complies with the rules of orderly business and will not substantially affect or endanger the purpose of the building lease right.

A personal right, a lease as such, cannot be attached in execution. However, the right flowing from the lease (for examples claims for payment for improvement effects by term) may be attacked.

The building lease right expires:

- · on the expiration of the term for which it has been granted; or
- · by mutual consent of the parties

Upon expiration of the building lease right its components become, by law, part of the land, § 12 III ErbbauRG. That means that the ownership of the building passes to the owner of the land on which the building has been erected. The holder of the building lease right, however, is entitled to compensation, § 27 ErbbauRG. The landowner is entitled to offer the holder of the building lease right an extension of the right in order to avoid compensation payments. If the holder of the rights rejects this offer, his right to compensation extinguishes. Generally, the parties agree upon the amount of compensation in the ground lease contract or determine the assessment of compensation.

The level of compensation is determined by the base value (=market value) the building has at the time the building lease right expires. For its determination, the general principles for calculating apply. In particular, the property value mediation regulation (*Immobilienwertermittlungsverordnung vom 19.05.2010, BGBI. S. 639*) shall be used. It is in fact judicial discretion, whether the comparison value, earned value, or property procedure is applied. So the compensation of a commercial building is the earning rate at that time. According to the wording of the law, the compensation relates only to the building with their constituents.

Furthermore, the ground lease contract often stipulates that the landowner can request that the building lease right be transferred to him or a third party under certain circumstances e.g. in case of bankruptcy of the leaseholder. A reversion of the building lease contract does not entail its expiration.

## 3.6 General Legal Comments on the Co-Owning under German Condominium Act

The German Condominium Act (WEG – Wohnungseigentümergesetz) is providing for the legal framework regarding co-ownership in buildings.

The individual owner has specific rights and obligations under the WEG. Being member of a owner community can therefore be in a worst case scenario rather disturbing if other co-owners behave improperly. Some of the rights of the individual owner which have to be taken into consideration insofar are described below.

Each owner is entitled to call a co-owners meeting in accordance with § 21 para 4 WEG, if the administrator wrongful refuses to call a meeting. The call by the administrator can then be enforced pursuant to § 887 ZPO. In the meeting each property owner is entitled to make an application.

Certain resolutions require the consent of all owners, for example resolution about structural measures and changes. According to § 22 para 2 sentence 1 WEG structural measures and expenses that go beyond the proper maintenance or repair, have to be decided by a qualified majority. The same applies for a modernization which is in accordance with § 559 BGB. An owner may not disagree to a measure in accordance to § 22 para 2 WEG, if the measure makes sense.

Each property owner is entitled in accordance with § 21 para 2 WEG to take the measures which are necessary to avert an immediate threat of harm for the community property.

#### **ANNEX 16**

# Preface: Germany - An Overview

Germany is a highly developed industrial nation and the largest domestic market in Europe, making it one of the most attractive countries in the world for international investors. Germany is known for the high quality and reliability associated with "Made in Germany" products.

Key factors in Germany's success as a business location are its excellent infrastructure, economic and political stability, advanced legal system and highly skilled workforce. These factors provide an essential element of security for foreign companies and investors in Germany. In addition, Germany's central geographical location in the European Union makes it an important transport hub providing access to other European countries.

Approximately 83.1 million people live in Germany (as of 30 May 2020). The main language used is German. Where European law is applicable, petitions and documents may be filed in court in any official or court language of any EU member country.

Germany is the world's leading location for trade fairs with an international focus. Five of the ten largest trade fair companies in the world come from Germany. The largest trade fairs are the IAA, the CeBIT and the Hannover Messe.

### Political System

Germany is a federal, parliamentary and representative democratic republic. The German political system is based on the 1949 constitution, known as the Basic Law.

Germany's legislative branch consists of the Bundestag and the Bundesrat, the representative bodies of the state governments, both based in the capital, Berlin. The elected members of the Bundestag are organised into parliamentary parties and elect the Federal Chancellor as head of government, who then appoints the federal ministers. Elections are held every four years.

The parties currently represented in the Bundestag are Bündnis 90/Die Grünen (The Greens), Christian Democratic Union (CDU), Christian Social Union (CSU), Die Linke (The Left), Free Democratic Party (FDP), Social Democratic Party (SPD) and Alternative for Germany (AfD). The current government is a coalition of SPD, FDP and the Greens, led by Chancellor Olaf Scholz. Its term will end with elections in autumn 2024.

The head of state is the President, currently Frank-Walter Steinmeier. The President has primarily a representative role.

The federal states are partially sovereign, with their own legislative and executive bodies responsible for certain areas set out in the federal constitution.

### Legal System

Germany has a civil law system inspired by Roman law. German law is codified and, unlike common law, is not determined by judges. As legislation is the primary source of law, the legal concept of precedent is unknown. In principle, courts are not bound by previous decisions of higher courts, and judgments are binding only between the parties to the case. In practice, however, lower courts and even arbitral tribunals usually apply the case law developed by higher courts, thereby ensuring that the law is interpreted and applied in a uniform manner. Case law is also sometimes codified in legislation after several years of practice.

### **Economy**

Germany is the largest economy in Europe and ranks fourth among the leading countries in the global GPD ranking.<sup>1</sup>

The German industry is traditionally strong in engineering, especially in automobiles, machinery, metals, pharmaceuticals and chemical goods. But German companies also play a leading role in the fields of new technologies.

In 2022, 30 of the world's largest listed companies by revenue (the Fortune Global 500) were headquartered in Germany. Well-known global brands include Adidas, Allianz, Audi, Beiersdorf, Bayer, Bosch, BMW, Mercedes-Benz, Porsche, SAP, Siemens and Volkswagen. In addition to international companies, small and medium-sized enterprises (SMEs) form the core of the German economy.

Germany also has a strong tourism sector, with 163 million arrivals from Germany and abroad in 2022.<sup>2</sup> In 2021, the total net turnover of the accommodation sector was around 20.4 billion euros.<sup>3</sup> In terms of the number of establishments, the hospitality sector was one of the top 4 sectors in Germany in 2020, with around 250,000 companies. In 2021, around 1.6 million employees, self-employed and family workers were employed in Germany's hotels and restaurants. This corresponds to a share of around 3.6 per cent of all employees in the country.<sup>4</sup>

<sup>&</sup>lt;sup>1</sup> https://www.statista.com/statist<u>ics/268173/countries-with-the-largest-gross-domestic-product-gdp/</u>

<sup>&</sup>lt;sup>2</sup>https://de.statista.com/statistik/daten/studie/203028/umfrage/touristische-ankuenfte-aus-dem-in-und-ausland-nach-bundeslaendern/

<sup>&</sup>lt;sup>3</sup> <u>https://de.statista.com/statistik/daten/studie/250181/umfrage/umsatz-im-beherbergungsgewerbe-in-</u>deutschland/

<sup>4</sup> https://de.statista.com/statistik/daten/studie/232922/umfrage/umsatz-im-deutschen-gastgewerbe/

The overall unemployment rate was 2.9% in May 2023, one of the lowest in the European Union.<sup>5</sup>

### Foreign Investment

n principle, the German market is open for investments of any kind. However, the Federal Ministry for Economic Affairs and Climate Action (Bundesministerium für Wirtschaft und Klimaschutz, Ministry) has powers to review, prohibit or restrict a transaction for reasons of public order and security. nvestors from outside the EU who acquire a certain amount of the shares of voting rights in a German enterprise, irrespective of its business, can be subject to examination by the Ministry (without necessarily being required to make a notification to it). The applicable threshold depends on the activities of the German enterprise. If this is active in certain critical infrastructures, in the development of software for critical infrastructures, in the cloud computing services, the media or the telecommunication sector or in the development or production of certain dual use products, the threshold is 10%. For target companies active in the health and the emerging technologies (autonomous driving, artificial intelligence, robotics, semiconductors, specific military goods) sector, the threshold is 20%. For all other companies the threshold is 25%. In this context, an "acquisition" means both an acquisition of assets or shares and it does not matter whether the investor acquires the voting rights directly or indirectly.

The EU has enacted a number of sanctions or restrictive measures within the framework of its common foreign and security policy, and subsequently through various regulations both against third countries (for example, Iraq, Iran, North Korea, Russia, Syria and Venezuela) and/or non-state entities and individuals (such as terrorist groups and terrorists). As with all other EU member states, these EU regulations are directly applicable in Germany. These sanctions or restrictive measures (the two terms are used interchangeably) have frequently been imposed by the EU in recent years, either on an autonomous EU basis or by implementing binding resolutions of the UN Security Council.

Germany does not restrict the export or import of capital, except for restrictions on transactions based on sanctions or restrictive measures or national legislation. For statistical purposes only, every individual or corporation residing in Germany must report to the German Federal Bank (Deutsche Bundesbank), subject only to certain exceptions, any payment received from or made to an individual or a corporation resident outside Germany, if the payment exceeds EUR 12,500 (or the corresponding amount in other currencies). In addition, residents must submit reports on claims against or liabilities to non-resident individuals or corporations amounting to more than EUR 5 m per month. Also, there is a reporting obligation for claims against or

<sup>5</sup> https://www.statista.com/statistics/268830/unemployment-rate-in-eu-countries/

liabilities to non-residents arising under derivative financial instruments and exceeding EUR 500 m per quarter. Further reports must be made with regard to the value of assets of non-resident companies in which a certain proportion of shares or voting rights are attributed to the resident (10% or more) or to one or more non-resident companies controlled by the resident (more than 50%). Moreover, a resident must report the value of its non-resident branch offices and permanent establishments. Likewise, residents must report the value of the assets of resident companies in which a certain proportion of shares or voting rights is held by a non-resident (10% or more) or by one or more resident companies controlled by a non-resident (more than 50%). This reporting obligation also applies to the value of the non-resident's resident branch offices and permanent establishments.

# **Legal Forms and Business Vehicles**

German law recognises a variety of legal forms for incorporated and unincorporated business organisations. Two types of corporations are commonly used: The stock corporation (Aktiengesellschaft, AG), comparable to the English public limited company (plc) and the limited liability company (Gesellschaft mit beschränkter Haftung, GmbH), comparable to the English private limited company (Ltd). They both have the benefit of limited liability for their shareholders. The GmbH is the legal form most commonly used in Germany. This is mainly because the corporate governance of a GmbH is easy to handle and the capital maintenance rules are less strict compared to an AG. In addition, several forms of partnerships exist and it is possible to set up a trust (Stiftung). However, such business vehicles have a rather complex corporate governance structure and some of them expose their members to unlimited liability. Foreign companies organised under the laws of EU member states are not uncommon in Germany.

## Limited Liability Company (Gesellschaft mit beschränkter Haftung - GmbH)

The GmbH is the German equivalent of a C-Corporation in the US and the British "Ltd" and is by far the most popular legal form of business in Germany. The structure of a GmbH is flexible and designed for private companies with full liability protection for its shareholders.

The formation of a GmbH is comparatively quick and easy as it can be formed for any legally permissible purpose and requires a minimum of one shareholder and one director, who need not be a German citizen or resident. Foreign shareholders need to submit official documentation certifying their legal status, good standing and signing authorities of the acting legal representatives etc.

The articles of association of a GmbH can be easily adapted to the needs of the shareholders but must be drawn up before a notary.

The minimum share capital of a GmbH is EUR 25,000 and can be freely divided into shares of at least € 1 each. Contributions to the subscribed capital may be made in cash or in kind.

In the case of a cash contribution, 25% of the share capital, but no less than EUR 12,500, must be paid in before the GmbH is registered. The remaining amount may be shown as a receivable from the subscribing shareholder. In order to ensure the timely payment of cash contributions, a German bank account must be opened after the formation documents have been notarised but before the registration is filed with the commercial register.

During the period between the formation of the company and its registration in the commercial register, the GmbH is in a half-way state, i.e., it is "in the process of formation" (in Gründung - GmbH i.G.). Upon registration in the Commercial Register (Handelsregister), the GmbH is fully established. Nevertheless, the "GmbH i.G." may commence its business activities after it has concluded its memorandum and articles of association. There is no need for a legal transformation of the transactions carried out before registration in the Commercial Register.

The GmbH is represented by the managing director appointed by the shareholder(s). The shareholders may issue guidelines to the managing director, which are only internally binding on the shareholders. Managing directors must be individuals. The appointment of a legal entity as a managing director is not possible. The managing directors do not need to be German or European citizens as long as they are generally able to enter German territory. There are no legal restraints on the managing directors' term of office. The managing directors of a GmbH are bound by duties of care to the company. Formal approval of the actions of the managing directors by shareholders' resolution generally relieves the managing director from known liability. To protect managing directors against personal liability, directors and officers (D&O) insurance can be taken out.

A GmbH is obliged to file its financial statements with the German Federal Gazette (Bundesanzeiger), which will publish them. The German Federal Gazette is an online database. Costs for filings are low. Depending on the size of the GmbH (determined based on its total assets, sales revenues and number of employees), reporting requirements vary. A small GmbH does not have to have its accounts audited. An auditor is appointed by the general meeting for one business year.

As a general rule, a parent company is not liable for the obligations of a GmbH. However, there is some case law on the piercing of the corporate veil of a GmbH, resulting in the liability of the parent company. The requirements governing the liability of the parent company in such cases are rather high. The parent company may also be liable to its subsidiary on the basis of tort law. The most common event triggering liability of the parent company under tort law is the destruction of the existence of the GmbH.

## Joint stock corporation (Aktiengesellschaft – AG)

Unlike the GmbH, the AG allows access to the capital markets and is therefore the appropriate corporate vehicle if the proposed business requires the issue of equity or certain debt. It is governed by the German Stock Corporation Act (Aktiengesetz - AktG). An AG can be formed by one or more shareholders, who may be natural persons and/or legal entities. The formation process includes, among other things, the notarisation of the initial articles of association, the appointment of the first members of the supervisory board, who appoint the first members of the management board, the (partial) contribution of the share capital in cash or in kind and the registration of the company in the commercial register.

The minimum share capital of an AG is EUR 50,000. Apart from the obligation to pay in the subscribed share capital, shareholders are in principle neither liable for the obligations of the AG nor obliged to pay in additional share capital. German stock corporation law provides for different classes of shares. Typically, German targets have issued bearer shares (Inhaberaktien), i.e. there is no share register (Aktienregister) kept at the company. Companies with registered shares (Namensaktien) must keep a share register. Any transfer of shares must be entered in the share register in order to be effective vis-à-vis the company.

In addition to the difference between bearer and registered shares, a German stock corporation may also have ordinary and preference shares. Preference shares may be issued without voting rights.

The governance of an AG is based on a mandatory three-tier system consisting of the management board (Vorstand), the supervisory board (Aufsichtsrat) and the general meeting of shareholders (Hauptversammlung). The management board is responsible for managing the company and representing it to third parties. It consists of one or more persons. In most cases, the board consists of several persons, each responsible for certain areas of the company, and a chairman (Vorstandsvorsitzender). Despite the existence of a chairman, all members of the board have the same legal status. Depending on the number of employees, it may be necessary to have a director responsible for employment matters. Unless the articles of association provide otherwise, all members of the board of directors represent the company jointly. The board of directors has unlimited signatory powers vis-à-vis third parties.

The supervisory board's responsibilities include appointing and dismissing members of the management board, representing the company vis-à-vis the members of the management board and approving certain types of transactions as required by law or the articles of association. The supervisory board also supervises the management board. However, the supervisory board is not involved in the day-to-day management of the company.

The general meeting appoints and dismisses the members of the supervisory board (unless they are to be elected by the employees) and is responsible for the decision-making of the

company with regard to certain fundamental matters as provided for by law or the articles of association, in particular those relating to the constitution and existence of the company. Although management decisions are in principle made by the board of directors, German case law requires that certain management actions, in particular those that result in structural changes to the company, require the approval of the general meeting with a majority of at least three quarters of the share capital represented.

#### **Duties of Directors**

Directors' duties particularly include managing the business in all matters that concern it. Directors must exercise the "due care of a prudent businessman" (Sorgfalt eines ordentlichen Geschäftsmannes). A director can be personally liable for breaches of this duty of due care. Multiple directors are authorised to manage the business in common, unless the articles of association provide otherwise. Furthermore, a director has the task of representing the company in and out of court. In the case of a GmbH, the articles of association may limit the managing director's power of representation. But the powers of representation of the Managing

Board of an AG cannot be restricted. These board members are normally authorised to represent the company jointly unless provided otherwise in the articles of association. The directors of a GmbH must provide records of their activities to the general meeting, or to the

Supervisory Board if the company has one. Their actions are ratified by the general meeting. For an AG, the Supervisory Board performs the function of monitoring the Managing Board's activities. The general meeting ratifies the actions of both the Managing Board and the Supervisory Board.

# **Civil Liability**

The legal regime of liability under German law depends on whether liability is based on contract or tort. Under both regimes, the party causing the damage is generally liable only if he has acted negligently or intentionally. In principle, all direct and indirect damages caused by the infringing act are recoverable.

### **Contractual Liability**

When parties enter into a contract, they establish a system of (usually reciprocal) obligations.

Primary and Ancillary Obligations: These obligations are divided into primary obligations, which characterise each type of contract, and secondary obligations, which are intended to protect the other party and support the proper performance of the primary obligations.

Irrespective of the nature of a contractual obligation, a party that breaches its contractual obligations may be held liable under the German Civil Code (BGB). If a primary obligation is breached, the other party is entitled to rescind the contract and claim damages for non-

performance. In economic terms, the other party must be put in the position it would have been in had the contract been properly performed.

In the event of a breach of ancillary obligations, the other party shall be entitled to claim damages, but the contract shall remain unaffected.

*Pre-Contractual Liability:* The contractual liability regime protects the parties to a contract even before the actual contract is concluded. In the pre-contractual phase, the parties are obliged to protect the rights or (legal) interests of the other party. Liability in the pre-contractual phase begins with the initiation of a contract, where one party gives the other party the possibility to affect its rights or interests. If a party breaches its pre-contractual obligations, it will be held liable under the contractual liability regime.

Protection of Third Parties Under Contractual Liability Regime: Agreements can give a third party a direct contractual claim against one of the parties to the agreement. A third party may be included in the scope of the contract as a beneficiary without being a party to the contract or even being aware that it is a beneficiary.

German courts have extended this concept of contractual protection so that third parties can claim under a contract even if they are not expressly named as beneficiaries. The third party is protected if it is foreseeable to the other party that the third party will be affected by the proper performance of the contract in the same way as the parties, if one of the parties has a special interest in including the third party in the scope of the contract and the third party is legally in need of protection.

## Non-Contractual Liability (Tort Law)

Tort law generally protects only those property rights that are specifically listed in the Civil Code, e.g. life, body, property.

However, tort law does not protect a person's pecuniary interests as such against pecuniary loss. Assets/property rights that are not covered by tort law are only protected by contractual liability or if a person commits fraud. As a result, case law has developed to extend contractual liability to compensate for the limitations of tort law.

#### Negligence or Intent

In general, a person can only be held liable if he/she breaches his/her obligations negligently or intentionally. This generally applies to both tort and contract law. In contract law, however, any breach of contractual obligations is presumed to have been at least negligent. In order to avoid liability, the party in breach must prove that it did not act negligently or intentionally.

### Damages

The party causing the damage must compensate the injured party for the damage suffered. Under German law, all direct and indirect damages are recoverable, but punitive damages are not.

The injured party must prove that the infringing party committed the breach and that the amount of damages claimed was actually incurred. Only in certain circumstances can the injured party claim compensation for non-material damage.

In general, it is possible to limit one's liability by agreement with the other party (except for liability based on intentional behaviour, which cannot be limited or excluded in advance). However, there are significant restrictions on the limitation or exclusion of liability in general terms and conditions.

### **Real Estate**

In Germany, the entire surface of the country is surveyed and indicated on cadastral maps, which show the exact location of a piece of land (i.e., its district, parcel and plot). Each individual piece of land is registered in the land register (Grundbuch) of the local court responsible for the district in which the property is located.

The land register is divided into an inventory and three sections. The inventory describes the location and size of the property. Section I of the land register lists the current owner, while Section II lists encumbrances and certain restrictions on the property, such as easements, preemption rights, usufruct rights, etc. Mortgages and land charges are recorded in Section III. Unless otherwise agreed, the priority of rights depends on the date of their registration.

The land register is the most important real estate register in Germany, as it allows the acquisition of real estate in good faith in case of asset deals, however, not in case of share deals. The registration in the land register allows for a bona fide acquisition if (i) the seller is registered in the land register although actual ownership is with a third party; and (ii) the acquirer does not actually know that this registration is incorrect.

Most rights in rem over real estate require registration. This includes:

- Ownership (registered in Division I of the land register)
- Encumbrances over real estate (registered in Division II of the land register), such as easements (Grunddienstbarkeiten), pre-emptive purchase rights

- (dingliche Vorkaufsrechte), usufruct rights (Nießbrauchsrechte), priority notices (Vormerkungen) and hereditary building rights (Erbbaurechte)
- Security interests (registered in Division III of the land register), such as land charges (Grundschulden), mortgages (Hypotheken) and rent charges (Rentenschulden)

Residential and commercial lease agreements do not require registration in Germany.

#### Ownership of Real Estate

The most common types of ownership in real estate are full title, condominiums and hereditary building rights. Depending on the specific type of ownership, the owner of real estate is generally entitled to possess and use the real estate exclusively for an unlimited period of time.

The strongest form of property ownership is full title. The ownership is not limited to the relevant plot of land, but also comprises structural parts of such land (wesentliche Grundstücksbestandteile), such as the buildings erected on it.

Land registers in Germany do not issue physical title certificates to new property owners. Rather, land ownership can be proven from the registration of the change of ownership in the land register.

## Acquisition of Real Estate

The law applicable to the acquisition of real estate is contained in various German laws, in particular the German Civil Code (BGB), the German Hereditary Building Right Act (ErbbauRG), the German Land Register Act (GBO), and the German Notarial Recording Act (BeurkG).

Notarial Sale and Purchase Agreement: All undertakings relating to the sale and transfer of property subject to German law must be recorded by a notary. This requirement applies to all aspects and agreements relating to the sale, including letters of intent providing for transfer obligations or side agreements.

The deed must be recorded by a notary who acts as an independent, impartial and objective adviser to all parties to the transaction.

Transfer of Ownership – Conveyance of Title (Auflassung): Ownership of a property is transferred by both parties declaring the transfer of ownership (Auflassung) and registering the transfer in the land register. The conveyance of title must always be notarised by a German

notary. In practice, the transfer of title is usually included in the same notarial deed as the purchase agreement. The notary will register the transfer after the purchase price has been paid.

Real Estate Transfer Tax: The purchase of property triggers Real Estate Transfer Tax (Grunderwerbssteuter). The current standard RETT rate is 3.5% of the purchase price in Bavaria and Saxony, 4.5% in Hamburg, 5.0% in Baden-Württemberg, Lower Saxony, Rhineland-Palatinate, Saxony-Anhalt, 6% in Berlin, Hesse, Mecklenburg-Western Pomerania and 6.5% in Brandenburg, North Rhine-Westphalia, Saarland, Thuringia and Schleswig-Holstein. RETT is also caused in case of share deals, i.e. if shares of a company, which owns real estate, are transferred.

### Real Estate Liability

Real estate liability may arise not only from encumbrances registered in the land register, such as land charges, mortgages and certain other registered charges, but also from public charges on the property. Such public charges, which do not require registration in the land register, include, inter alia, property taxes, development charges, contributions to remediation and development schemes and other obligations under the German Building Code (BauGB) or the laws of the Federal States on municipal charges, which entitle public authorities to share the costs of infrastructure development with owners of properties adjacent to the relevant facility/measure.

### Leasing property

Depending on the type of lease, a property owner (landlord or lessor) may grant another party (tenant or lessee) the right to use and possess a property (or certain parts of it) for a limited or unlimited period of time in return for payment of rent.

German landlord and tenant law is mainly based on the German Civil Code (BGB). Leases with a term of more than one year must be concluded in a single document and must comply with certain written form requirements. If a lease does not comply with these written form requirements, it may be terminated in accordance with statutory notice provisions, regardless of any fixed term agreed. Under the statutory notice provisions, a commercial lease may be terminated at the end of each calendar quarter by giving notice no later than the third business day of the preceding calendar quarter.

In general, the content of lease agreements is largely negotiable between the parties. However, German tenancy law provides for certain restrictions, particularly for residential leases, which are mandatory and cannot be excluded by the parties. The purpose of most of these restrictions is to ensure a minimum level of protection for the tenant (e.g. with regard to

fixed lease terms or the limitation of termination rights). Further restrictions may apply if and to the extent that provisions in lease agreements qualify as general terms and conditions, which are subject to special scrutiny under German law.

If a property is sold, the lease agreements concluded between the property owner and the tenants are generally transferred to the new owner by operation of law. The same applies to lease agreements which the current owner has taken over from the previous owner by operation of law.

#### Construction of Sites

The construction of sites is governed by public construction law consisting of planning law and building law.

Planning Law: Planning law establishes the legal framework for municipal land use planning through zoning plans (Flächennutzungspläne) and development plans (Bebauungspläne) and determines whether a building project is permissible under the applicable municipal planning law. While the zoning plan is the basic guideline for the use of land within a municipality and is binding only on the planning authorities, the building plan determines the use of the land for which it is issued, i.e. whether the land can be used as a residential area, a commercial area, a mixed area or another type of area, and specifies the type of buildings permitted in such an area.

For large construction projects, the issuance of a building plan is obligatory. Investors may apply for a project-related building plan. Such plan will determine the permissibility of a project with regard to planning law.

Building Law: Building law is governed by the legislation of the federal states, each of which has enacted a building code (Bauordnung). Building codes aim to prevent potential hazards associated with the construction of a building by establishing certain technical standards that must be met. These standards include, for example, rules on the stability of buildings, fire safety, thermal insulation, building materials and minimum distances between neighbouring buildings.

Building codes also set out the conditions for obtaining planning permission and the procedure for applying for it.

Required permits and licenses: Except for certain small projects, construction of a building or plant is subject to governmental authorization. This authorization can either be granted in the form of a separate building permit or, for certain installations that are listed in an ordinance, as part of an emission-control permit issued under the Federal Emission Control Act.

A building permit is required for the construction of a new building, for material amendments or the change of use of existing premises and for the demolition of an existing building. A building permit is granted upon written application by the competent authority if the envisaged project complies with local planning laws and the technical standards set forth under building laws. Furthermore, the project may not conflict with any other requirements established under public law (eg, monument protection law or emission limits pertaining to the project).

The construction and operation of installations which are likely to cause harmful effects on the environment because of their emissions are specifically regulated in the Federal Emission Control Act. If a permit under the Federal Emission Control Act is issued, no separate building permit is required. For certain facilities – eg, power plants, combustion plants or wind farms – an emission control permit must be obtained to erect and operate such installation.

Heating Act: The Building Energy Act (GEG), colloquially also known as the Heating Act since the debate about the new regulations from 2024, is a German federal law. It brings together the Energy Conservation Act, the Energy Conservation Ordinance and the Renewable Energies Heat Act and is a central building block of the German heat transition. It was enacted in 2020 as Art. 1 of the Act to Unify the Energy Conservation Law for Buildings and to Amend Other Laws, which unifies the energy conservation law for buildings and amends other laws. On 19 April 2023, the Scholz cabinet passed the draft law for the 2nd amendment to the GEG, according to which, as far as possible, every newly installed heating system must be powered by at least 65% renewable energy from 01 January 2024. The adoption of the amendment was postponed until the beginning of September 2023.

#### Fire Protection

In Germany, there are a large number of regulations concerning fire protection in buildings. The regulations are very diverse and include, for example, the building materials and components used, escape route planning and extinguishing systems in buildings. Many fire protection standards and regulations have been issued in recent years, both on a national basis and in Europe. This trend is set to continue. The aspects of fire protection and evacuation in case of fire are particularly important in buildings which fall into the "special" category, such as very large or high buildings or hospitals and schools. Planning approval for both buildings and plant and equipment are affected.

#### Insurance

Companies doing business in Germany will usually have compulsory insurance policies as well as some voluntary insurance policies.

In the event of a claim, the policyholder must notify the insurer immediately. If the policyholder has caused damage to a third party, the liability insurer has the right and duty to conduct the defence proceedings. If the insurer indemnifies the policyholder, in most cases the insurer automatically acquires any claims the policyholder may have against another party who may be held liable for the injury.

German law provides for a number of compulsory insurances, particularly in the area of professional liability.

In addition, when operating in Germany, companies generally obtain insurance coverage for risks arising from their business activities. The most common types of insurance are manufacturers or general liability insurance, which may include product and/or environmental liability insurance, as well as fire and business interruption insurance.

Since the operation of an accommodation business also involves considerable liability risks, operators are well advised to protect themselves accordingly - especially with business liability insurance. Business interruption insurance could also be considered.

Taking out statutory accident insurance with the competent professional association for the food and hospitality industry (Berufsgenossenschaft Nahrungsmittel und Gastgewerbe, BGN) is voluntary for the entrepreneur himself, but obligatory for the employees. According to § 21 SGB VII, the entrepreneur is responsible for the implementation of measures to prevent accidents at work and occupational diseases and for the prevention of work-related health hazards. In order to be able to fulfil this obligation, the BGN's occupational safety and occupational medical care according to the accident prevention regulation DGUV - Vorschrift 2 (see www.arbeitssicherheit.de) with the care model, the industry model and the entrepreneur model provides the basis.

In addition, the social insurances must also be considered for the entrepreneur, in particular the registration of employees with the health insurance fund.

## **Employment Law**

The German legal framework for employment law consists of three levels: the individual employment relationship, employee representative bodies and collective bargaining agreements between companies, associations and unions.

In a typical German employment relationship, the parties agree all material terms and conditions of employment in a written contract. Verbal agreements, although permitted by law, should be avoided as they are a regular source of dispute. Employment contracts must take into account any existing collective agreements, such as works council agreements and collective bargaining agreements, and should also address company policies. It is common for flexible remuneration components such as bonuses, commissions, share rights or company pensions to be dealt with separately.

Employment contracts may qualify as general terms and conditions under German law. In this case, they must be clear, transparent and not unfairly disadvantage the employee.

There is no single unified labour and employment code. Instead, statutory regulations are spread over numerous statutes.

#### **Working Conditions**

Fixed-Term Employment: Employment contracts in Germany can be of limited duration if the employer gives a valid reason for the specific time limit. Such a reason may be a probationary period, reasons relating to the individual employee (e.g. a temporary work permit, education as the main purpose of the employment relationship, etc.) or a limited need for the services.

In the absence of a valid reason for such a time limit, fixed-term contracts may be concluded for up to two years. Within the two-year period, the contract may be renewed up to three times, but the total period of employment may not exceed two years. Furthermore, a fixed-term contract cannot be concluded if it was preceded by any kind of employment between the same parties within the last three years before the effective start date of the new fixed-term contract. Employers who fail to comply with these conditions will have to accept that the contract will be deemed to be of indefinite duration.

Part-Time Employment: In Germany, all employees, including managers, can request to work part-time if they have been employed for more than six months and if their employer employs more than 15 people. The request must be made at least three months in advance. An employee's request to work part-time can only be refused for valid business reasons. Such reasons include, for example, if the part-time arrangement would have a negative impact on

the organisation, operational structures or safety of the employer's business, or if it would result in unreasonable costs.

The details of the part-time arrangement must be agreed between the employee and the employer. The employer must accept the employee's wishes regarding the number and distribution of the working hours, unless this is not feasible for business reasons

Working Hours: German legislation provides for a regular working day of a maximum of eight hours. Employers may extend the daily working time to 10 hours if the average daily working time over a six-month period does not exceed eight hours. Collective agreements may provide for extensions. The maximum working hours include overtime.

Salary, Minimum Wages and collective agreements: In Germany, it is very common for employment contracts to stipulate a certain amount as a basic salary.

From 1 October 2022, a minimum wage of EUR 12.00 per hour applies to all employees in Germany. In principle, every employee over the age of 18 who works in Germany must receive this minimum wage, regardless of the hours worked and the extent of the work. Exceptions apply under certain conditions to trainees and the long-term unemployed. In addition, the minimum wage will increase to EUR 12.41 by January 2024 and to EUR 12.82 by January 2025.

It is also common practice to pay an additional full or partial salary during the summer holidays or before Christmas and to pay bonuses. The latter is subject to judicial review under complex legal rules and should therefore be considered carefully.

If the employment contract is subject to a collective agreement, the wage cannot be lower than the amount specified in the collective agreement. A number of collective agreements are generally applicable to companies in a particular industry in certain regions. Any company operating in Germany will need to check carefully whether such collective minimum standards apply.

Collective agreements in the hospitality sector are generally concluded regionally. Wages and salaries in the hospitality industry have been significantly increased by substantial tariff increases after the Corona pandemic. The collective bargaining partners are the representatives of the commercial hotel industry, represented by DEHOGA (German Hotel and Restaurant Association for the federal state of Hessen - "Deutscher Hotel- und Gaststättenverband Hessen" / "DEHOGA"), and on the employees' side, the Food and Catering Union (NGG). There is a nationwide, functioning network of collective agreements. These are only binding for Trans World Germany, if the Trans World Germany joined the respective collective agreement or agreed its application in the individual employment

agreements. As far as is known, no joining has taken place. Furthermore, collective agreements are binding if they are declared generally binding by the Federal Ministry of Labour. The degree of collective bargaining coverage varies from region to region, but the majority of companies are directly or indirectly oriented towards collective agreements.

Trans World Germany currently applies the collective agreements for the hotels in Much and Auefeld, as the respective collective agreements are binding there as the Company is member of the DEHOGA North Rhine-Westphalia and DEHOGA Lower Saxony, furthermore as the hotel Auefeld also has a works council.

Furthermore, as far as can be seen at present, the following collective agreements are generally binding and therefore also apply for Trans World Germany hotels in the respective states:

Lower Saxony: collective agreement dated 28.06.2000; collective agreement dated 27.07.2000

North Rhine-Westphalia: Collective agreement for apprentices dated 18.01.2022; collective agreement for trainees dated 20.04.2016.

Reimbursement of Expenses: An employer must reimburse its employees for all expenses reasonably incurred in the performance of their duties. Reimbursement of expenses is not part of the employee's remuneration, but is an independent right that can be claimed even if it is not mentioned in the employment contract.

Paid Annual Leave: Employees are entitled to annual leave of at least 20 working days based on a five-day working week (minimum period of four weeks per year), regardless of daily working hours. An employee is entitled to take their first period of leave after the first six months of employment.

Sick Pay: An employee who is unable to work due to illness is entitled to sick pay from the employer, unless he or she has been employed for less than four weeks or the illness in question has been caused by the employee himself or herself. In this case, fault is limited to causing the illness intentionally or through gross negligence. German law provides that in the event of sickness, 100% of the employee's regular salary is paid for a maximum period of six weeks. The employment contract may provide for a longer period.

Once the employer's obligation to pay sick pay has expired, the public health insurance fund is responsible for paying a reduced amount of sick pay to employees who are members of the public health insurance fund.

Maternity Protection Leave and Parental Leave: Pregnant employees enjoy special protection against dismissal. They are also prohibited from working during the last six weeks of pregnancy and within eight weeks afterwards. During this period of protection, the mother's salary is partially paid by the government.

After maternity leave, both parents are entitled to special leave called "parental leave". Parental leave can be taken for up to 36 months until the child reaches the age of three. It can be taken by either parent in several periods or by both parents together. With the employer's consent, parental leave can be taken for a maximum of 12 months until the child reaches the age of eight. During parental leave, the employee can also apply for part-time work of between 15 and 30 hours per week for a minimum period of two months. During parental leave, employment may only be terminated with the prior consent of the competent authorities. The employee can apply for a special parental allowance paid by the government.

Equal Treatment and Discrimination: German employees enjoy enhanced protection from discrimination and equal treatment. In order to comply with the obligation to transpose certain European Commission Directives into German law, Germany has implemented the principle of equal treatment in the form of a separate code, the General Equal Treatment Act (Allgemeines Gleichbehandlungsgesetz - AGG). The AGG requires employers not to discriminate against employees or applicants on the grounds of race or ethnic origin, gender, religion or belief, disability, age or sexual orientation.

In particular, the General Equal Treatment Act prohibits discrimination in recruitment, promotion, remuneration and dismissal. The Act only allows limited exceptions to the principle of equal treatment where there are 'justifiable reasons'. Discrimination can only be justified if the employer can rely on one of the justifications listed in the General Equal Treatment Act (e.g., if the characteristic in question is indispensable for the job to be performed).

#### Termination of Employment

Ordinary Termination: An employment contract can be terminated unilaterally by either party by giving notice. While an employer terminating an employment contract is subject to numerous legal restrictions, an employee only has to comply with the applicable notice periods. The basic statutory notice period is currently four weeks to the 15th or the end of a calendar month. Depending on the employee's seniority, the notice period to be observed by the employer increases to a maximum of seven months to the end of a calendar month after twenty years of service. Unless otherwise agreed, the extended notice periods do not apply to the employee.

Probationary Period: During a probationary period, which may not exceed the first six months of employment, the notice period is two weeks, unless the contract provides for a different

notice period during the probationary period. During the probationary period, no special reason is required for termination.

Extraordinary Termination: In some cases, there is no notice period at all. This is the case if there is an "important reason" for extraordinary termination. Such termination can take effect immediately. An "important reason" exists if there are reasons why the terminating party cannot reasonably be expected to continue the employment relationship.

Protection against Termination: German law on termination protection is principally governed by the Termination Protection Act (Kündigungsschutzgesetz – KSchG). Employees who work in a business unit which regularly employs more than 10 employees and who have more than six months' consecutive service are eligible for termination protection.

Once eligible for termination protection, the employer can terminate the employment contract with the employee only if the termination is justified by specific reasons. The reasons for the termination must be based on the person, on his or her conduct, or on compelling business requirements.

Personal qualities of the employee, e.g. his or her physical or mental inability, can justify the termination. The most common reason for a termination under this category is a termination due to lengthy or frequent illness.

Severe misconduct on the employee's part will often justify a termination without notice. Less serious cases of misconduct will allow only a termination with ordinary notice. "Misconduct" is the breach of any obligation which the employee owes to his or her employer.

If business considerations require the dismissal of an employee from a certain group, the termination may still be invalid if, amongst several employees whose contracts could also have been terminated, the employer did not make an appropriate choice from a social perspective. The employer will have to select for redundancy that employee who, from a group of comparable employees, is least severely affected by the termination. The following "social" criteria can be relevant: duration of service, age, maintenance obligations toward dependents and disability.

Special Termination Protection: Employers cannot dismiss a pregnant woman during pregnancy and up to four months after the birth without prior permission from the competent authorities. During parental leave, this protection is extended until the end of the leave period.

An employer may terminate the employment of a disabled person only with the prior approval of the competent authorities.

Members of works councils or similar representative bodies are subject to special protection against dismissal; these employees can only be dismissed for just cause. Even a dismissal for just cause can only be implemented with the consent of the works council.

#### Social Security

The German social security system includes different types of insurance, which to a certain extent, are mandatory.

Accident Insurance: Every employer must insure his employees against accidents at work. Statutory accident insurance is organised by employers' liability insurance associations, which are specific to a particular sector or company. These associations determine the amount of contributions to be paid by employers on an individual basis.

The Berufsgenossenschaft Nahrungsmittel und Gaststätten (BGN), a statutory accident insurance institution, is responsible for the hotel and catering industry. All employees are insured with the BGN against accidents at work and occupational diseases. Entrepreneurs and their spouses can take out voluntary insurance with the BGN.

Pension Insurance and Unemployment Insurance: In principle, employees are obliged to join both the public pension scheme and the unemployment insurance scheme. Contributions to both types of insurance are calculated on the basis of the employee's assessable income. The exact amount of contributions and the amount of assessable income are reviewed annually by the Federal Parliament. Accountable income includes not only cash payments, but also those benefits that form part of the remuneration package and are therefore subject to regular income tax.

Contributions are paid equally by the employer and the employee. The employer deducts the employee's share from the gross salary and is responsible for transferring the deducted amount to the competent institution.

Health Insurance and Care Insurance: In addition, there is compulsory health and long-term care insurance based on the employee's taxable income, which is paid equally by the employer and the employee.

Employees who earn more than the taxable income threshold may choose to take out private health and long-term care insurance. If they choose to do so, they must pay the full amount of their insurance contributions out of their salary. However, they are entitled to a special allowance from their employer in addition to their salary.

*Pensions:* By law, all employees are members of the state pension scheme established and operated by the German government. In addition, many companies have voluntarily set up a company pension scheme for their employees.

Pension schemes may take the form of defined benefit plans or defined contribution plans. They generally provide benefits on retirement, death and disability, either as a lump sum or as an annuity.

### **Environment**

Environmental law comprises all norms designed to protect the environment. The protective laws related to installations, environmental media and substances (pollution control law, water law, soil protection law, waste law, chemicals law) make up the core environmental laws.

The applicable law will depend on the activity carried out by the respective company. There is still no unified environmental code, despite being in the planning stages for years.

Instead, statutory regulations are spread over numerous statutes, including the:

Federal Emission Control Act (Bundesimmissionsschutzgesetz, BlmSchG)

Federal Water Act (Wasserhaushaltsgesetz, WHG)

Federal Nature Conservation Act (Bundesnaturschutzgesetz, BNatschG)

Federal Soil Protection Act (Bundesbodenschutzgesetz, BBodSchG)

Environmental Impact Assessment Act (Umweltverträglichkeitsprüfungsgesetz, UVPG)

Closed Substance Cycle and Waste Management Act (Kreislaufwirtschaftsgesetz, KrWG)

Federal law is often supplemented by state law. In addition, European environmental law has become very important in recent years. Numerous EU directives and regulations have far-

reaching effects on national environmental legislation. This is particularly evident in the field of climate change law. Notably, the Greenhouse Gas Emissions Trading Act (Treibhausgas-Emissionshandelsgesetz, TEHG) may require companies to purchase CO2 certificates. The company and/or its management are potentially liable for environmental damages under the Criminal Code (Strafgesetzbuch, StGB). This includes administrative offences (Ordnungswidrigkeiten) under the Environmental Liability Act (Umwelthaftungsgesetz) and the Environmental Damages Act (Umweltschadensgesetz).

# Other Legal Provisions relevant for Hotels

## Licensing of operations

The operation of a business in Germany requires the acquisition of a number of different licences, depending on the type of business the company is engaged in.

Business Registration: All businesses are required to go through a registration process under Section 14 of the German Trade Regulation (Gewerbeordnung) to obtain a business registration. Registration is performed by a written notification to the local trade offices. This applies also for the operation of the hotels of Trans World Germany.

Furthermore, all legal entities are registered automatically in the Commercial Register (Handelsregister). Depending on the size and form of the business, also an individual businessman or businesswoman need to be registered in the Commercial Register.

Restaurant Permit: Some German states require a restaurant permit or concession (Gaststättenerlaubnis) to operate a restaurant and / or which offers alcoholic beverages, in other German states only a notification is required in this case. A restaurant in this sense is defined as an establishment that sells alcoholic drinks to the public. Restaurants that are part of a hotel are only covered by Restaurant Codes (Gaststättengesetze) if they are open to the public and not just to hotel guests. Whether a licence of a mere notification is required is regulated by State law and varies from state to state. The purpose of the permit / notification is to ensure that the establishment of the restaurant does not pose any risks (e.g. to the health and safety of guests, hygiene protection) or unacceptable nuisances (e.g. noise and odour emissions).

A restaurant permit or concession is required for example in the state of North Rhine-Westphalia (where the Hotel Kranichhöhe in Siegburg of Trans World Germany is located). Only a notification is required e.g. in the states of Hesse (where Hotel Columbus of Trans World Germany is located) and Lower Saxony (where Hotel Auefeld of Trans World Germany is located).

The Federal Restaurant Code applicable in Bavaria, Berlin, Hamburg, Mecklenburg-Western Pomerania, North-Rhine Westphalia and Schleswig-Holstein, requires restaurant owners to obtain a permit if they wish to serve alcohol. To obtain a permit, a number of records and other documents, such as a criminal record and health and safety training records, must be submitted.

The Restaurant Codes of Baden-Württemberg, Bremen, Rhineland-Palatinate, Saarland, Saxony-Anhalt, Saxony and Thuringia require restaurants to apply for a permit if they wish to serve alcoholic beverages.

The federal states of Brandenburg, Hesse and Lower Saxony do not require a restaurant licence. However, restaurant owners must notify the relevant authority four weeks before opening if they intend to open a restaurant and if they intend to serve alcoholic beverages.

### Accommodation Guidelines (Beherbergungsstättenrichtlinie)

Hotels with more than 30 beds must also comply with the Accommodation Guidelines, which are subject to state legislation. These guidelines include requirements for escape routes, alarm systems and other building specifications.

Furthermore, Hesse, North Rhine-Westphalia and Lower Saxony have inspection regulations that directly affect hotel facilities. This applies in particular for the following systems:

- · Systems for smoke evacuation or smoke control,
- automatic and non-automatic fire detection and alarm systems,
- Security power supplies,
- security lighting,
- electrical installations (under certain conditions),
- lightning protection systems and
- hold-open systems of automatically closing fire and smoke doors.

Regular safety inspections by supervisory authorities are common practice for special buildings throughout Germany and are referred to under different terms, e.g. fire prevention inspection. Depending on the federal state, there are either binding requirements and deadlines for lodging facilities or only general guidelines that leave it to the discretion of the local authorities whether and how often such inspections are carried out.

State regulations for Hesse, North Rhine-Westphalia and Lower Saxony, where the hotels of Trans World Germany are located, include:

In Hesse, accommodation facilities with more than 30 beds are defined as special buildings in accordance with Section 2 (8) of the HBO. Furthermore, Hesse has implemented the Model Accommodation Establishment Ordinance, so that accommodation establishments with more

than 12 guest beds fall within the scope. Vacation homes are not included. The TPrüfV applies to the inspection of technical building systems in Hesse. For lodging establishments with more than 100 beds, this stipulates an inspection prior to commissioning, after significant changes and otherwise every 3 years. In terms of fire protection, Hesse has the GVSVO, which applies to lodging establishments with 30 or more beds. According to this, a risk prevention inspection must be carried out every 5 years.

In North Rhine-Westphalia, accommodation establishments with more than 30 beds are defined as special buildings in accordance with Sections 54 and 68 (1) sentence 3 BauO NRW. The SBauVO Part 2 also applies, which covers lodging establishments with more than 12 beds. The technical building systems of lodging establishments within the meaning of the SBauVO must be inspected in accordance with the NRW inspection regulations before commissioning, after significant changes and otherwise every 3 years. For electrical systems and certain other systems, a period of 6 years applies. Furthermore, according to the BHKG, a fire prevention inspection must be carried out if a large number of people are at risk. When this is the case is at the discretion of the municipalities. However, a fire prevention inspection must be carried out at least every 6 years.

In Lower Saxony, accommodation facilities are defined as special buildings in accordance with § 2 NBauO from a number of 12 beds. According to the DVNBauO, the inspection of technical building systems must also be carried out for accommodation facilities with a number of 12 beds or more before commissioning, after significant changes and otherwise every 3 years. Furthermore, the NBrandSchG stipulates that a regular fire inspection must be carried out for facilities where a large number of people are at risk, whereby the municipalities are granted discretionary powers.

### Accommodation Statistics Act (Beherberungsstatistikgesetz)

The proprietor of an establishment that can accommodate ten or more guests is required by the Accommodation Statistics Act to submit statistics on the number of guests that the hotel has accommodated each month, as well as the number of rooms available each year. These statistics are recorded by the Federal Statistical Office (Statistisches Bundesamt).

#### Safety and Hygiene

Hotel owners must also comply with a number of safety and hygiene regulations, including but not limited to the Operational Safety Ordinance (Betriebssicherheitsverordnung), the Infection Protection Act (Infektionsschutzgesetz), the regulations implementing provisions of Community legislation on food hygiene (Verordnungen zur Durchführung von Vorschriften des gemeinschaftlichen Lebensmittelhygienerechts) as well as the Non-Smokers' Protection Act (Nichtraucherschutzgesetz) and regulations relating the protection of minors.

#### Food hygiene

The central legal bases for complying with food hygiene requirements in hospitality businesses are:

- Food, Commodities and Feed Code (LFGB)
- Regulation (EC) No. 852/2004 on the hygiene of foods
- Regulation (EC) No. 853/2004 laying down specific hygiene rules for food of animal origin
- Regulation on the hygiene of foodstuffs (LMHV)
- Regulation (EC) No. 1169/2011 Food Information Regulation (LMIV)
- Food Information Implementing Regulation (LMIDV)
- Infection Protection Act (IfSG)

The entrepreneur is subject to instruction and documentation obligations under the Infection Protection Act (Act on the Prevention and Control of Infectious Diseases in Humans; IfSG) and the Food Hygiene Ordinance (Ordinance on Hygiene Requirements for the Production, Handling and Marketing of Food; LMHV).

Infection Protection Act: Persons may only carry out certain commercial activities involving the handling of foodstuffs for the first time, or be employed in these activities for the first time, if they present a certificate from the public health department or a doctor appointed by the public health department which is no more than three months old. The certificate must confirm that they have been instructed orally and in writing by the health authority or by a doctor appointed by the health authority about the prohibitions of activities mentioned in section 42, paragraph 1 IfSG and about the obligations according to paragraphs 2, 4 and 5. And they must have declared in writing after the instruction that they are not aware of any facts for a prohibition of activities.

The employer has the obligation to instruct persons who carry out a corresponding activity about the prohibition of activities and other obligations after the initial instruction (immediately upon hiring or from 6 weeks after a change of company, arranged by the company and carried out by the health office) after taking up their activity and every two years thereafter, and to document the participation in the instruction (section 43, paragraph 4 IfSG).

Food Hygiene Ordinance: Pursuant to Article 3 of Regulation (EC) 852/2004, accommodation establishments are also required to ensure that the relevant provisions of this Regulation are

complied with at all stages of production, consumption, processing and distribution of foodstuffs under their control, insofar as prepared meals are served to house guests or gastronomy is practised.

The Food Hygiene Regulation of 8 August 2007, which serves to regulate specific food hygiene issues, requires in Article 4(1) that highly perishable foodstuffs are only produced, handled or placed on the market by persons who, as a result of training in accordance with Annex II, Chapter XII, No. 1 of Regulation (EC) 852/2004, have the appropriate expertise in the specialist areas listed in Appendix 1 for their respective activities. In the case of persons who have completed scientific training or vocational training which imparts knowledge and skills in the field of the circulation of foodstuffs, including food hygiene, it shall be presumed in § 4, para. 2 that they have received appropriate training and have the necessary specialist knowledge.

Food Information Regulation: Regulation (EU) No. 1169/2011 on consumer information (the so-called Food Information Regulation - LMIV) has regulated food labelling since 13 December 2014 and nutrition labelling on pre-packaged foods since 13 December 2016 in a uniform manner throughout Europe. It is also intended to provide consumers with comprehensive information when buying food. The LFD also ensures better readability (among other things by specifying a minimum font size) and clear labelling of imitation foods.

For the accommodation sector, the LMIV is of particular relevance when prepared food is served. Particular attention must be paid to the regulations of § 4 on the labelling of non-prepackaged or pre-packaged foodstuffs with regard to their direct sale with a view to the practical implementation of the requirements for allergen labelling (updating beverage menus, menus, price lists, creating information boards if necessary, purchasing new cash register systems). There is also a considerable ongoing effort in training staff and documenting that the oral duty to provide information on allergens has been met. The LMIV is supplemented by the National Food Information Implementation Regulation (LMIDV) of 5 July 2017 (last amended on 18 November 2020).

HACCP concept: In-house self-monitoring of the implementation of food hygiene requirements should take the form of HACCP (Hazard Analysis of Critical Control Points) concepts. A legally binding description of food hygiene according to HACCP is given in the following legal sources: EU-VO 852/2004 (LM general), EU-VO 853/2004 (LM animal), LFGB, LMHV. With the help of self-monitoring, a company can identify its food hygiene-related strengths and potential for improvement, implement them in planned improvement measures and monitor their progress. measures and monitor their progress. For this purpose and external experts should draw up a concept which is implementation-oriented and implementation-oriented and capable of being monitored by the company itself, and which can also be external evaluation, e.g. by food

inspectors or service providers (e.g. laboratories, pest (such as laboratories, pest controllers or technical contractors).

#### **Price Lists**

Pursuant to Section 7, paragraph 3 of the Price Indication Ordinance (PAngV), a list showing the prices of the rooms essentially offered and, if applicable, the breakfast price must be displayed or displayed in a conspicuous place at the entrance or at the registration office of the establishment.

If food or drinks are offered, their prices must be indicated in price lists in accordance with Section 7 paragraph 1 PAngV. These shall either be displayed on tables or presented to each guest before orders are taken and on request at the time of billing, or shall be displayed in a clearly legible manner. If food and beverages are offered in accordance with Section 4 (1) (in shop windows, display cases, on sales stands or visibly displayed in any other way), the price indication must comply with this regulation.

## Classification systems, German Hotel Classification of the DEHOGA

Following the introduction of the voluntary German Hotel Classification on 1 August 1996 (sponsored by DEHOGA Deutsche Hotelklassifizierung GmbH), 7,861 establishments (as of January 2021) are currently classified in the five internationally recognised star categories. All accommodation providers with more than 9 beds are potentially eligible for participation.

The classification of an establishment with a defined hotel character into one of the five star categories from 1 star (accommodation for simple requirements) to 5 stars (accommodation for the highest requirements) is now based on 247 individual criteria.

This is because the updated criteria of the German Hotel Classification have been in force since 1 July 2020. In the association of the 17 member states of the European Hotelstars Union (https://www.hotelstars.eu/de/); Germany, Belgium, Denmark, Estonia, Greece, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Austria, Sweden, Switzerland, Slovenia, Czech Republic and Hungary), the German Hotel and Restaurant Association (DEHOGA) has revised and further developed the catalogue of criteria.

All information on G-classification (e.g. criteria, application form and fees, statistics, signposting) is available on the internet at <a href="https://www.g-klassifizierung.de">www.g-klassifizierung.de</a>

#### **GEMA**

Legal public use of music is dependent on the acquisition of the rights to reproduce music on the basis of the Copyright Act. Corresponding royalty payments for this are also to be paid by establishments which intend to reproduce background music by sound carrier, radio, sound carrier and radio or television, or which intend to hold events with entertainment and dance music. The amount of the royalty rates depends on the type of music reproduction, on the size of the premises concerned (guest room, event area in m2, in individual cases the seating capacity or the capacity of an event area to hold persons), on the levying and amount of an entrance fee, dance fee or other charges, and on whether it is a one-off or recurring use of music, whether an annual flat-rate contract is to be concluded, or on the possible use of an overall contract discount. Payments shall be determined and made to GEMA ("Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte" - Society for Musical Performing and Mechanical Reproduction Rights).

#### **Broadcasting Fee**

A hotel business is subject to the obligation to pay the broadcasting contribution. Special regulations exist, among others, for providers of hotel and guest rooms or holiday flats, cf. https://www.rundfunkbeitrag.de/unternehmen\_und\_institutionen/informationen/index\_ger.htm l.

Instead of the GEZ, the "Beitragsservice", a joint institution of ARD, ZDF and Deutschlandradio, is now responsible for collecting the contribution. A broadcasting fee calculator and further information can be found at <a href="https://www.rundfunkbeitrag.de">www.rundfunkbeitrag.de</a>.

## **Data Protection**

Regulation (EU) 679/2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR) largely harmonises data protection law at EU level. The GDPR became directly applicable on 25 May 2018 and does not require transposition into member state law (unlike the prior EU data protection directive).

Although directly applicable in all EU member states, the GDPR does not provide for full harmonisation. It leaves room for national laws to some extent in some areas (for example, for data protection relating to employees or the processing of health data). Therefore, businesses will have to assess on a case-by-case basis whether the GDPR and/or specific national laws (on federal or state level) need to be met when doing business in Germany. While at least the major German data protection laws have already been adapted to the GDPR, there still remains some legal uncertainty regarding the application of national data protection law in the light of the GDPR (among others, this applies to the data protection related provisions in the various state-level hospital laws. The main statutes are as follows:

#### **GDPR**

Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG) and several other federal Acts, including the Social Security Code (Sozialgesetzbuch, SGB, stipulating, among others, a limitation of outsourcing to non-EU IT providers for social security authorities) or, as of 1 December 2021, the Telecommunication Telemedia Data Protection Act (Telekommunikation-Telemedien-Datenschutz-Gesetz, TTDSG), regulating, among others, the telecommunications secrecy as well as the use of cookies and similar technologies on websites and apps.

Various general state acts (Landesdatenschutzgesetze) and state-level privacy laws for certain industries (for example, state hospital laws or state hospital data protection laws, such as the Bavarian hospital law (Bayerisches Krankenhausgesetz, BayKrG), which imposes limitations on hospitals on outsourcing the processing of patient data)

As a general rule, any processing of personal data is only permitted if either a statutory justification exists, or the consent of the data subject has been granted. The grant of consent must be clear and fairly detailed and based on the free decision of the data subject. Specific processing situations (for example, transfers of personal data outside the EU, or processing health or other sensitive data) may be subject to further restrictions. German and EU data protection law does not differentiate between consumers and non-consumers so that the requirements on the processing of personal data generally apply to the processing of any data of natural persons by a company, irrespective of whether that natural person acts in a personal or business context.

As data protection law is relevant whenever personal data is concerned, it has to be observed throughout all industries and in various contexts, and plays a major role in legal compliance. Also, the transfer of personal data within international groups of companies has become a major challenge for corporate compliance. With considerable accountability and documentation obligations as well as potential administrative fines of up to EUR 20 m or up to 4% of the total worldwide annual turnover of the preceding financial year, whichever is higher, data protection compliance needs to be a core element and requires early top management attention when planning to expand a business into Germany.

The applicability of the GDPR does not necessarily require any form of establishment in Germany or the EU. With its extraterritorial reach, the GDPR also applies in case non-EU businesses offer goods or services to data subjects located in the EU, or monitor the behaviour of data subjects located in the EU.

There are several data protection authorities at the federal and state level which are responsible for monitoring the application of the GDPR and other data protection laws. Such authorities may act on their own initiative (for example, random checks at randomly selected

companies) or following data subjects' complaints. They are also active in promoting public awareness on data protection issues as well as in providing advice, such as by publishing regulatory authorities general guidance. These authorities also have the power to enforce data protection law, for example, by carrying out investigations, issuing orders to amend/cease certain processing activities or by imposing fines.

# **Anti-bribery and Corruption**

The major provisions on combatting bribery and corruption are laid down in the Criminal Code (Strafgesetzbuch, StGB). Anti-bribery rules under German law relate to different functions of the recipient, public officials, employees or agents of private business, healthcare professionals, members of legislative assemblies or members of workers councils. In general, German law applies also to foreign bribery.

Unlike other countries, Germany does not have a centralised anti-corruption agency. Investigations are conducted by regular state prosecutors and police forces, with respect to tax fraud by the tax investigation service. However, state prosecutors and police have created specialised units or centralised investigations. State prosecutors and tax investigators are obliged to share information on suspicion of bribery.

Under current German legislation, only individuals can be held criminally liable.

However, under the current legal situation, corporations can be subject to regulatory investigations and sanctions. Those fines that may be imposed on corporations can be quite severe. The statutory maximum of these fines is EUR 10 m. Any proceeds obtained by the company through bribery will be taken into account when calculating the regulatory fine. If the profit generated by the offence is higher, the fine may exceed this maximum up to the actual earnings that benefitted the entity. Such corporate fines may also be imposed on legal entities Anti-bribery and corruption if the senior management member failed to meet their supervisory obligations which were necessary to prevent bribery committed by employees or agents. According to recent federal jurisdiction, compliance measures may mitigate the fine.

German criminal law allows the forfeiture (disgorgement) of the proceeds the company obtained from the corruptive conduct. Expenses cannot be deducted, including the bribe itself. However, a regulatory fine cannot be imposed in addition to forfeiture. In addition, corporations are to be excluded from public tenders for a term of five years if they have been fined for bribery or if a member of the executive board has been convicted for bribery. However, it can be a defence for a company to demonstrate that it has gone through a successful "self-cleaning"

process, meaning that its compliance efforts were strengthened, damages were compensated for and the company co-operated with the law enforcement agencies.

Bribery of public officials: German criminal law prohibits the offering, promising or granting of anything of material or immaterial value to public officials, if such official is requested to or rewarded for performing or omitting to perform any activity falling within their function of duties. This is irrespective of whether such duties are violated or not. The regular punishment is imprisonment for up to three years and/or a fine. Public officials are German civil servants, judges or soldiers, employees of governmental institutions or persons entrusted with public functions irrespective of the organisational form of the entity. Therefore, employees of state-owned or state-controlled companies may also qualify as public officials if they exert public powers. This may apply to companies in the utilities or transportation sector or to hospitals.

Facilitation payments will also be regarded as illegal. This does also apply to bribery of publico officials of the EU or their organisations. If public officials are expected to violate their public duties or to exert discretionary powers, the punishment is imprisonment for up to five years and or a fine. In this case, bribery of public officials of a foreign state is also a criminal offence.

There is also a comparable criminal provision for bribing law makers and members of legislative assemblies. This will include the purchase of a vote in an election or ballot in parliament or offering, promising or granting of a benefit for any activity in connection with the mandate in parliament. Political donations are explicitly exempt, as are contributions admitted by applicable parliamentary rules. Usual lobbying activities, including reasonable hospitality are always admissible.

Bribery in business: Offering, promising or granting a benefit to an employee or an agent of a business (but not to consumers or business owners) in consideration for undue preferential treatment in the purchase of goods or services constitutes bribery in business. In particular, sales related to commissions paid to employees of customers are generally prohibited. However, contributions with the mere purpose of maintaining good business relations are admitted.

Rules for hospitality: Moderate hospitality is generally accepted. This applies to both public officials as well as employees or agents of a business. Particular care is required when public officials are concerned. Anti-corruption guidelines of public authorities, usually available relating to the internet, contain restrictive rules on the acceptance of gifts, hospitality or invitations to events. Although these anti-corruption guidelines only have effect in relation to governmental authorities and public officials, a violation of these rules may be seen as a red flag indicator for illegal purposes. In the private sector hospitality is treated more generously. Usual invitations for business lunches are admitted, and even other kinds of hospitality when

related to business purposes. Hospitality of a purely private nature, in particular to cultural and sports or leisure activities are not generally prohibited but associated with certain risks, in particular if the monetary value is high.

# Regulations on money laundering

Money laundering is the hiding of the true origin of illegally obtained proceeds of organised crime. The German Act on the Tracing of Profits from Serious Crimes (Money Laundering Act – Geldwäschegesetz - GWG) aims to prevent money laundering and terrorist financing.

In order to achieve these goals, the law places special obligations on certain companies and persons. Section 2 of the GWG conclusively lists the addressees of the law and calls them "obligated persons". Recent amendments to the GWG have expanded this group even further.

Affected entrepreneurs have to deal with the money laundering regulations and check to what extent they are covered by the provisions, which obligations they have to observe in business transactions with their customers and what penalties they face in case of non-compliance.

One of the essential components of the GWG is the independent electronic transparency register. This provides for the mandatory publication of all beneficial owners of companies as well as corresponding notification obligations of those concerned.

The transparency obligations apply to all legal persons under private law (GmbH, AG, foundations, associations) as well as registered partnerships (e.g. OHG, KG, GmbH & Co. KG), even if they are not obligated parties within the meaning of Section 2 GWG. The Federal Administrative Office can punish violations with a fine of up to 100,000 euros; in the case of serious violations, penalties of up to one million euros, and in special cases even up to five million euros, may be imposed.

In recent years, the Federal Office of Administration has already initiated numerous administrative offence proceedings against companies due to violations of the notification requirements, some of which have resulted in substantial fines. In view of this, all companies - not only those already obliged under the Money Laundering Act - should carefully consider at an early stage whether and to what extent they have to fulfil reporting obligations to the transparency register.

# **Gaming Law**

The partial liberalization of German gambling law has taken place in July 2021, when the new German Interstate Treaty on Gambling (ISTG 2021) entered into force, allowing private

operators to offer their services on the German market to a larger extent. Various operators have successfully applied for and received a license. Still, the courts have been busy with lawsuits from players who reclaim their stakes from private operators.

### Changes to the structure of German gaming authorities

Gambling law in Germany generally falls within the jurisdiction of the 16 federal states, leading to 16 potentially competent gaming authorities. However, from 1 January 2023, the responsibility for all online licenses in Germany as well as enforcement measures such as prohibition orders, IP blocking as well as the blocking of payment service providers has been passed from all federal states to the newly formed joint gambling supervisory authority in Halle (GGL). The GGL has been in operation since 1 July 2022 and is currently focusing on legal action against unauthorized gambling offers and unauthorized advertising. In order to enforce prohibition orders, the GGL mainly uses the aforementioned measures of IP blocking and the blocking of payment service providers. Furthermore, the GGL can initiate criminal investigations with the public prosecutor's office. The GGL should ensure uniform application and enforcement of the law and enable gambling operators to operate under equal and uniform framework conditions.

#### Licensing procedure

The ISTG 2021 allows private operators to apply for licenses to offer sports betting, virtual slot machines (online simulations of terrestrial slot machine) and online poker. Licenses will be valid for a period of five years.

Online casino games: The regulation does not include online casino games. These are defined as virtual simulations of casino games (such as Black Jack and Roulette) and live broadcasts of a terrestrially conducted casino games with the possibility of participation via the internet. The possibility for obtaining a license for online casino games will be subject to separate laws of the individual federal states. The federal states can decide whether they will grant licenses for online casino games to private operators or only allow state operators. However, unlike the licenses for i.a. virtual slot machines and sports betting, if the federal states decide to grant licenses to private operators, there will only be a limited number of licenses. Not all federal states have yet declared their final decision whether it should be possible for private operators to apply for an online casino games license. The federal states Schleswig-Holstein and North Rhine-Westphalia have already stated that they are planning to issue licenses to private operators. Schleswig-Holstein intends to issue 4 licenses and North Rhine-Westphalia 5 licenses. Preparations for applying for a license for online casino games are underway. Likely, the legislators will model the laws on the specifications for a license to operate a land-based casino.

Online sports bets, slots and poker: The requirements for obtaining a license to offer online sports betting, virtual slot machines and online poker are very similar and only vary in specific topics. Existing online sports betting licenses under the previous ISTG expire at the end of 2022. The authorities publish an official list on the internet in which the operators and brokers of games of chance are listed who have a license or concession pursuant to ISTG 2021 (so-called white list).

Recovery claims: A growing number of players has tried to claim back their stakes from private operators. No final and binding high court decision has been issued. The players now argue that the casino operators recovered their stakes without a valid legal basis, whereas the operators, inter alia, bring forward the fact that the players willingly participated in the unlicensed gaming offerings. Some players even target payment service providers through which their payments to casino operators were processed. Similar lawsuits remain possible.

## Foreign Trade Law

Foreign trade law includes the regulations that affect foreign commercial trade. The national foreign trade law in Germany is regulated by the Foreign Trade Act (AWG) and the Foreign Trade Ordinance (AWV). The Federal Ministry of Economics and Energy (BMWi) may assess whether the acquisition of a domestic company by a foreign buyer affects public policy or public security.

German companies are more internationally networked than ever. On the one hand, this concerns the export of a variety of goods and services all over the world. On the other hand, German companies are attractive targets for investment and takeovers by foreign players. Most recently, the global crises of the recent past have led to an ever tighter web of national and European legislation through which companies must navigate in their cross-border activities.

#### Export control / embargos

For export-oriented companies, the provisions of the Foreign Trade and Payments Act (Auße schaftsgesetz, AWG), the Foreign Trade and Payments Ordinance (Außenwirtschaftsverord AWV) and the EU Dual-Use Regulation are particularly relevant to the question of which good only be exported with a licence. However, export projects must also always take into account the metimes considerable restrictions on foreign trade (embargoes) resulting from international eco and financial sanctions against individual states or certain persons, for example from resolutions European Union or resolutions of the United Nations.

#### Investment control

In addition, as the largest economy in Europe, Germany continues to be an attractive destination foreign investment. However, the acquisition of a German company or the participation in a Geompany by a foreign actor is subject to scrutiny by the Federal Ministry of Economics and C Protection (BMWK). This is because the Federal Government wants to ensure that such foreign investments do not pose a threat to the public order and security of the Federal Republic of Ger This endeavour has led to a number of significant tightening of the legal requirements in Germ vestment control law, especially since 2017. Against this backdrop, the Federal Government h cently intervened in planned acquisition transactions on various occasions or has prohibited them pletely. In addition, the European Union has also created a legal framework since 2019 with the called EU Screening Regulation, which obliges the member states and the EU Commission to coop in their national investment review procedures. The examination of the acquisition of German conies by foreign actors has thus become considerably more complex within a few years. When pla and preparing cross-border M&A transactions, an early examination of the respective requirement foreign trade law acquisition control is therefore essential.

#### Control of third-country subsidies

In addition, the EU Regulation on Third State Subsidies Distorting the Internal Market (so-called Fi Subsidies Regulation) has been in force since mid-2023. With this instrument, the European wants to prevent state-subsidised companies from non-EU states from distorting competition with European single market. To achieve this goal, the regulation introduces, among other things, a notification requirement for mergers above certain thresholds. In cross-border M&A transactions, panies must therefore not only keep an eye on the requirements of investment control under for trade law, but also check at an early stage whether the scope of application of the Foreign Sub-Regulation is opened up and whether notification obligations arise from this.

## **Dispute Resolution**

Germany has ordinary courts as well as specialised courts for labour, social security, tax and administrative law. In total, Germany has five federal courts and a federal constitutional court. The jurisdiction of a court depends on the relevant area of law and/or the circumstances of the case (e.g. the amount or subject matter in dispute). The Federal Constitutional Court is not an integral part of the judicial or appellate process. The Federal Constitutional Court can only decide on constitutional questions. Regular courts, parliaments and even individuals have the right to refer cases to the Federal Constitutional Court for review. However, the Federal Constitutional Court Act, which governs the procedure, strictly limits the cases that the court can hear.

#### The Ordinary Courts

German courts are divided into civil and criminal jurisdiction. Civil courts have jurisdiction to hear all private law cases (including commercial and family law cases) that are not assigned to a specialised court. Criminal cases, on the other hand, are dealt with by separate criminal courts.

The ordinary courts - both civil and criminal - are further divided into several instances. The District Court (Amtsgericht) is the primary court of first instance for small cases where the amount in dispute does not exceed EUR 5,000. The regional court is both a court of first instance and a court of appeal for decisions of the district courts. At first instance, the district court is responsible for civil cases that do not fall within the jurisdiction of the county court (e.g. cases with a value of more than EUR 5,000). Cases are usually heard by a single judge. However, in complex cases before the Regional Court, the single judge may (and usually does) refer the case to a panel of three judges. In certain commercial cases, any party has the right to refer the dispute to a specialised chamber of the district court (Kammer für Handelssachen). Such commercial cases are heard by a panel of three judges, one of whom is a professional judge and the other two are lay judges, usually managers of small businesses within the district of the district court. Each party must be represented by a lawyer before the Regional Court.

The Oberlandesgericht (Higher Regional Court) is an appellate court that hears appeals against judgments of the Landgericht (Regional Court). In special cases, the Oberlandesgericht acts as a court of first instance. Before the Oberlandesgericht, each party must be represented by a lawyer.

The Federal Court of Justice is the highest court in civil and criminal matters. It is based in Karlsruhe and is divided into 25 senates. Only a limited number of lawyers are admitted to the

Bundesgerichtshof. In practice, cases are handled by the lawyer of the first and second instance together with a lawyer admitted to the Federal Court of Justice. The Federal Court of Justice only hears appeals on points of law. As the Federal Constitutional Court is not an integral part of the appeal process, a losing party cannot seek further legal protection from it.

#### Specialized Courts

In addition to the civil jurisdiction of the ordinary courts, Germany has established several specialised courts to ensure a high quality of jurisprudence even in complicated and specific areas of law.

The labour courts are empowered to hear both individual labour law cases (mostly concerning employment contracts) and collective labour law cases (e.g. cases concerning labour disputes and collective bargaining). The court of first instance is the State Labour Court and the court of appeal is the Higher State Labour Court. The highest court is the Federal Labour Court in Erfurt.

The Social Courts hear cases on social security matters, mainly relating to statutory health insurance, pension insurance and social welfare issues. There are three levels: the Social Courts (Sozialgerichte), the Higher Social Court (Landessozialgericht) and the Federal Social Court (Bundessozialgericht). The Federal Social Court is located in the city of Kassel.

Cases relating to tax and customs law are heard by the Finanzgerichte. After the court of first instance, there is only the Federal Fiscal Court (Bundesfinanzhof). The Federal Fiscal Court is located in Munich.

Within the administrative courts there are up to three levels, depending on the subject matter of the individual case. In principle, all cases relating to administrative law are heard by the Administrative Courts. The Supreme Administrative Court (Oberverwaltungsgericht or Verwaltungsgerichtshof) hears appeals against decisions of the administrative courts. The Federal Administrative Court (Bundesverwaltungsgericht) is generally the federal court of appeal in all cases of administrative law. The Federal Administrative Court is located in Leipzig.

### International Jurisdiction of German Courts

The jurisdiction of German courts in international cases is mainly determined by European and international law. From a German legal perspective, the provisions on the territorial jurisdiction of German courts also cover the international jurisdiction of the courts. The jurisdiction of German courts can be based either on the agreement between the parties or on general provisions of the German Code of Civil Procedure (Zivilprozessordnung). For example, a German court will have jurisdiction if: the defendant is domiciled or has his seat in its district;

or if the place of performance of the contract is within its district; or if the assets of one of the parties are located within the district of the court. In the latter case, however, a certain connection with Germany must be established.

For proceedings against a defendant from Europe, the jurisdiction of the German courts is determined by Regulation (EC) No. 1215/2012 of the Council of the European Union.

## Course of Proceedings

Initiating Legal Proceedings: A party commences legal proceedings by filing a statement of claim with the competent court. In the statement of claim, the claimant must specify the relief sought and set out the facts in support of the claim.

When filing a statement of claim, the claimant must pay a court fee for the first instance proceedings. The amount of the court fee depends on the value of the claim. Once the claimant has paid, the court will send a copy of the claim to the defendant. Only then does the case become pending. The defendant then has two weeks to inform the court that he or she wishes to defend himself or herself. In addition, the judge will usually set a deadline for the defendant to submit a statement of defence. This is usually followed by a further round of statements. However, the judge is free to set an immediate date for a first hearing or to allow the parties to submit further statements.

Course of the Proceedings: In general, at least one court hearing is mandatory. However, depending on the complexity of the case and the number of witnesses and experts, judges are free to hold more than one hearing. In practice, the proceedings focus on written submissions in which the lawyers are expected to present all the details of the case. At the oral hearing, lawyers simply refer to their written submissions and do not make lengthy oral arguments. Only in complex cases will the judge discuss aspects of the case with the parties at the hearing.

Costs of the Proceedings: Litigation costs consist of court fees and court expenses (e.g. for witnesses or experts) as well as lawyers' fees. The losing party must pay all the costs of the proceedings, including the winning party's lawyers' fees. If a party is only partially successful, the costs will be shared proportionately between the parties. However, the amount of legal costs that can be recovered from the losing party is limited by law and depends on both the value of the claim and the different courts involved in resolving the dispute.

Duration of the Proceedings: The length of the proceedings depends on the individual case and the approach taken by the judge. As a guideline, first and second instance proceedings usually take between six and 12 months each, while proceedings before the Federal Court of Justice usually take between 12 and 18 months. In complex cases, it is not uncommon for each stage to take more than a year, especially if expert witnesses are involved.

Amicable Settlement: Unlike many other jurisdictions, the German Code of Civil Procedure explicitly encourages amicable settlements. Therefore, the judge is obliged by law to try to get the parties to reach an amicable settlement before proceeding to the oral hearing. Only if this fails will the court proceed to the first oral hearing. Even then, however, the court is called upon to encourage amicable settlement discussions throughout the proceedings.

There is no need for a conciliation hearing if an independent conciliation body (e.g. a mediator) has already tried to settle the dispute without success, or if it is clear that there is no point in settling the dispute amicably.

#### Tax

Anyone doing business or generating revenue in Germany may become subject to some form of German taxation. This taxation might relate to various types of taxes levied by federal, state or municipal authorities.

#### (Corporate) Income Tax

In Germany, as in many other countries, income can be taxed according to two different principles. The first and most far-reaching principle is to tax someone - whether an individual or a corporation - on their worldwide income. This form of taxation is not linked to the source of the income. As this is a very wide-ranging system, it only applies to those taxpayers who are deemed to be resident for income tax purposes. A natural person is deemed to be resident for tax purposes in Germany if he or she has one (or more) domicile(s) or habitual residence(s) in Germany.

In the case of corporations, tax residence is determined by the statutory seat of the company or the place of management. The place of management is the place where the day-to-day business decisions are made. These decisions may be taken by the managers of a company, whether they are appointed legal representatives of a company or not, such as the managing directors of a GmbH or the members of the board of an AG.

The second principle that can trigger taxation in Germany is based on the source of income. Under this principle, Germany taxes income that is deemed to be derived from a German source. The German Income Tax Act provides an exhaustive catalogue of income from German sources. The main German sources of income are income attributable to a German permanent establishment, income from the sale of a significant interest in a corporation with its registered office and/or place of management in Germany, rental income or income from the sale of immovable property located in Germany, employment income if the work is carried

out in Germany, and salary of legal representatives (wherever located) of a corporation with its place of management in Germany.

The income tax rate for individuals conducting business (including through a partnership) in Germany varies between 14% and 45% plus a solidarity surcharge of 5.5%.

Corporations are subject to corporate income tax plus a solidarity surcharge. Quarterly advance payments are due on 10 March, 10 June, 10 September and 10 December.

#### **Employers**

Employers must withhold wage taxes (as advanced withholding payments) for the employee's income tax, solidarity surcharge and church tax (if applicable) as well as for the social security contributions on behalf of their employees. In addition to the employee's contributions, the employer must pay social security contributions of approximately another 20% (in 2022) of the employee's gross salary (capped at the same thresholds as the employee's contributions) (see above, tax resident employees).

#### Trade Tax

German trade tax is a second type of income tax on business income. Trade tax income is based on income for (corporate) income tax purposes, adjusted by certain additions and deductions. In principle, it is levied on all domestic business operations, whether they are corporations, partnerships, branches or sole proprietorships. Conceptually, trade tax is a municipal tax, but without giving municipalities the right not to levy the tax. Rates are set individually by each municipality. Trade tax rates regularly vary between 7% and 17.15% depending on the municipality where the taxpayer's business is located. Quarterly advance payments are due on 15 February, 15 May, 15 August and 15 November.

#### Value Added Tax

In Germany, VAT is levied on the supply of goods and services to both private consumers and businesses. In principle, only private consumption is effectively charged with VAT. Therefore, the input VAT charged by suppliers to businesses is generally refunded by the German tax authorities to most types of businesses, provided that certain procedural requirements of the refund procedure are met (in particular, proper invoicing).

Two VAT rates apply to goods and services supplied in Germany: currently the standard rate for goods and services is 19%, while some services and certain privileged goods - mainly food products - are taxed at 7%. VAT for the "letting of living and sleeping quarters which an entrepreneur makes available for the short-term accommodation of strangers, as well as the

short-term letting of camping sites" is subject to Art. 5 No. 1 of the Act on the Acceleration of Economic Growth and the amendment to § 12 para. 2 no. 11 UStG, since 1.1.2010 the reduced VAT tax rate is 7%. Note: Accommodation of less than six months is regularly regarded as short-term. The reduced tax rate for overnight accommodation services applies to both hotels and guesthouses as well as inns, guest rooms, holiday flats and youth hostels.

Excluded from the reduction are services "which do not directly serve the letting even if these services are included in the remuneration for the letting". The letters of the Federal Ministry of Finance of 5 March 2010 and 28 October 2014 have made a concrete definition of the services that are to be charged on the invoice to the guest with a tax rate of 7 % or 19 %:

Accordingly, the following services are to be provided with a VAT rate of 7 %:

- Overnight stay
- Furnishing of the rooms with television, radio, telephone and room safe.
- Electricity connection
- Provision of bed linen, towels and bathrobes
- Use of the swimming pool
- Cleaning of the rooms
- Provision of personal hygiene utensils, shoe shine and sewing kit
- Wake-up service
- Provision of a shoe shine machine
- Co-housing of animals in the rented living and sleeping quarters.

The following ancillary services continue to be subject to a VAT tax rate of 19 %:

- Provision of conference rooms
- catering (breakfast, half board, full board, "all inclusive")
- Drinks from the minibar
- Use of communication networks (telephone, internet, television)

- Use of pay TV
- Sports and wellness facilities (e.g. sauna)
- Transport of luggage outside the establishment
- Transport between the accommodation and the railway station or airport
- provision of admission tickets, even if these may be tax-exempt
- Excursions
- Cleaning and ironing of clothes
- Parking fee

6.3 6.3			
Fran Stefanie Hellwig	Trans World Hotels Germany GmbH	31/05/2015 - 01/06/2025	2.221.972,30 EUR
Kreissparkasse Köln	Trans World Hotels Germany GmbH	Indefinite with an unchangeable interest rate until 30/12/2026	4.000.000,00 EUR
Kreis- und Stadtsparkasse Münden	Trans World Hotels Germany GmbH	Indefinite with an unchangeable interest rate until 30/05/2025	1.957.483,52 EUR
Sparkasse Langen- Seligenstadt	Trans World Hotels Germany GmbH	Indefinite with an unchangeable interest rate until 30/09/2024	3.600.000,00 EUR

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D&O Insurance	Insurer: Aachen	27/11/2017	Annual	2.000.000,00 EUR	01/01/2019	The contract shall
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	Versicherung AG		2.100,00 EUR			year at a time after
	)					expiry of the
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	Insured: I rans World					period unless
	Hotels Germany		-			notice of
						termination is
						received in writing
						three months
						before expiry.