Profit and loss transfer agreement

between

Tele Columbus AG

Kaiserin-Augusta-Allee 108

10553 Berlin

Germany

represented by the Management Board Dr Daniel Ritz and Eike Walters,

– hereinafter referred to as the “Controlling Entity” –

and

Lehmensiek Kabelnetze & Antennentechnik GmbH

Borsigstraße 1-3

23560 Lübeck

Germany

represented by the Management Dr Daniel Ritz and Eike Walters,

– hereinafter referred to as the “Subsidiary Company” –

Preamble

The subsidiary company is a 100% second-tier subsidiary of the Controlling Entity. A profit and loss transfer agreement shall be concluded between the Controlling Entity and the Subsidiary Company. Now therefore, the following contract is concluded:

Section 1 Profit transfer

1. The Subsidiary Company agrees to transfer its entire profit to the Controlling Entity for the first time from the beginning of the financial year in progress at the time of entry of this Contract into the commercial register, subject to the formation or release of reserves in accordance with Section 1 para. 2 of the Contract, during the term of the Contract, taking into account the valid version of Section 301 of the German Stock Corporation Act (AktG).

2. The Subsidiary Company may, with the consent of the Controlling Entity, allocate amounts from the annual profit – with the exception of statutory reserves – to retained earnings in accordance with Section 272 para. 3 of the German Commercial Code

(HGB) to the extent that this is permissible under commercial law and economically justified on the basis of a reasonable commercial assessment. Other revenue reserves formed during the term of this Contract shall be dissolved at the request of the Controlling Entity and used to offset any net loss or loss carryforward or transferred as profit to the extent legally permitted in accordance with Sections 301, 302 of the (valid version of the German Stock Corporation Act (AktG). A transfer of amounts from the release of retained earnings and of profit carryforwards which were formed or arose prior to the commencement of this Contract as well as of capital reserves formed prior to or during the term of this Agreement in accordance with Section 272 para. 2 of the German Commercial Code (HGB) is excluded.

3. The obligation on the part of the Subsidiary Company to transfer its entire profit also includes the profit from the sale of all of its assets to the legally permissible extent. This does not apply to profits accruing after the dissolution of the Subsidiary Company.

4. The Controlling Entity may demand an advance transfer of profits if and to the extent that an advance dividend could be paid in accordance with the law and the Articles of Association. Insofar as the amounts transferred in advance exceed the actual profit to be transferred in accordance with Section 1 para. 1, the parties agree that this shall be regarded as an interest-bearing loan.

5. The valid version of Section 303 of the German Stock Corporation Act (AktG) shall apply analogously.

Section 2 Loss transfer

1. The valid version of Section 302 AktG shall apply.

Section 3 Preparation of the annual financial statements

1. The annual financial statements of the Subsidiary Company must be submitted to the Controlling Entity for information, review and approval before they are adopted.

2. The annual financial statements of the Subsidiary Company must be prepared and approved before the annual financial statements of the Controlling Entity.

3. If the financial year of the Subsidiary Company ends at the same time as the financial year of the Controlling Entity, the result of the Subsidiary Company to be taken over must, nevertheless, be included in the annual financial statement of the Controlling Entity for the same financial year.

4 Entry into force, term of contract, termination

1. The Contract shall be concluded subject to the approval of the Annual General Meeting of the Controlling Entity and the shareholders’ meeting of the Subsidiary Company.

2. The Contract shall take effect upon its entry in the commercial register of the Subsidiary Company. The Contract shall apply retroactively from the beginning of the financial year of the Subsidiary Company in which this Contract is entered into the commercial register of the Subsidiary Company.

3. The Contract shall be concluded for a period of five years, calculated as of commencement of its validity in accordance with para. 2, sent. 2. If these five years end during a current financial year of the Subsidiary Company, the minimum term of the Contract as per sent. 1 shall be extended until the end of this financial year. The Contract shall continue thereafter for an indefinite period unless it is terminated in writing with six months' notice in compliance with the aforementioned minimum contract period.

4. Termination for due cause without notice shall be permitted at any time. Due cause for early termination shall include, in particular, extraordinary grounds for termination under tax law as per Section R 14.5 para. 6 of the German Corporate Income Tax Code 2015 (KStR 2015) or a corresponding provision applicable at the time of the extraordinary termination of this Contract.

5. Notice of termination must be issued in writing and electronic form is excluded.

Section 5 Final provisions

1. Amendments and supplements to this Contract must be made in writing in order to be effective, unless notarisation is required, and must be approved by the shareholders' meeting of the Controlling Entity and the Subsidiary Company.

2. Should one or more provisions of this contract be or become invalid, void or unenforceable, the parties shall replace the invalid or void provision with a provision that comes as close as possible to the economic purpose of the invalid or void provision.

[Location],

Controlling Entity	*Controlling Entity*
Subsidiary Company	*Subsidiary Company*