

Between

Svanekøkkenet Århus
Vintervej 9
8210 Aarhus V

and

VIAConstruction Ltd
Kollevaengiet 24/205 8700 Horsens
8700 Horsens

who have, on this day, entered into the following:

MAIN CONTRACT AGREEMENT

For the construction of an office building with 2 storeys and the establishment of roads, paths and parking areas.

1.

The contractor undertakes the execution of works in the

Main Contract

2.

The bases for the delegation of the works are the following documents:

1. This contract.
2. The contractor's bid dated 27.02.2013, subject to the reservations contained therein.
3. Invitation to tender, dated 08.03.2013
4. Conditions of contract (common terms), dated 13.03.2013
5. Work specifications, dated 13.03.2013
6. Drawing schedule with architectural drawings dated 15.03.2013
7. Drawing schedule with engineering drawings dated 15.03.2013
8. Drawing schedule with landscaping drawings, dated 15.03.2013
9. GC 92

(In case of any discrepancy between the above documents, the documents take precedence in the order listed)

3

The client undertakes to pay the contractor for the correct execution of his contractual obligations:

Tendered bid/ accept sum excl. VAT	Dkr 14830276,1
Stipulated payment	<u>÷ Dkr 14.830.276,1</u>
Total contract sum excl. VAT	Dkr 14.830.276,1
+ 25% VAT	Dkr 3.707.569,02
Total contract sum incl. VAT	<u>Dkr 18.537.845,13</u>

They stipulated payments are paid according to the unit prices stated in the bid, and adjusted if necessary in compliance with GC 92.

4.

The price is fixed for a period of 12 months from the bid day, however, in accordance with the Building and Housing Agency's circular dated 10 October 1991 re Price and Time, § 8 and § 9.

5.

Billing and payment is in accordance with GC 92

6.

The work must be started no later than 22/04/2013, and handed over no later than 01/10/2013

The work must also be performed in accordance with the attached time schedule.

In case of delay on the part of the contractor, a penalty of Dkr. 18.537,84 per working day, comprising 0,1% of the total contract sum, must be paid (alternatively, Danish law's general liability rules can be made applicable here). But only one of them

7.

The reservations taken in the bid are hereby approved, except for the ones mentioned below which are void:

Standard Reservations of May 2008, paragraphs 3,

8.

The contractor must, within 8 days of entering into a contract with the client, establish a performance bond in accordance with GC 92's § 6 re surety. The performance bond must constitute DKK 2.224.541,41, representing 15% of the total contract sum excl. VAT.

The performance bond must be drawn up in accordance with GC 92's § 6.

9.

The client does not provide any security bond.

10.

The client must take out fire and storm damage insurance from the beginning of the construction works. The contractor, and possible subcontractors, must be included as insured in the client's insurance policy.

The contractor has taken out the usual liability insurance from: TRYG

11.

Executives who have power of attorney.

For client: Benny Olsen

For contractor: Maria Prieto

Date: 19/03/2013

On behalf of the client Benny Olsen

On behalf of the contractor Maria Prieto