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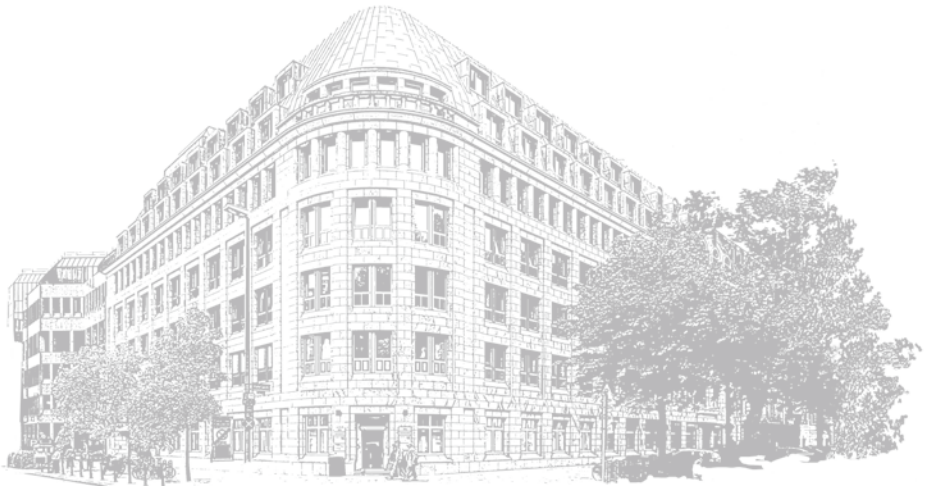
Dear reader

Our second newsletter in 2010 tackles a current hot topic: Is compliance only an issue for major companies and what does it imply?
Other articles look at current trends in business, property and public zoning law – all of them important areas of expertise of our firm.

In the hope that this newsletter will provide you with new insights, I remain

Yours sincerely

Dr Johannes Grooterhorst
Attorney at Law



A. Current News

Compliance – an issue for all companies or for major players only?

The Federal Supreme Court on liability in major companies

On 17.07.2009 the 5th Criminal Division of the Federal Supreme Court [BGH] (5 Str. 394/08) looked at the (criminal) liability of so-called "Compliance Officers" of companies (a public-law company in the case in question). Regarding the issue the BGH declared: "Such an orientation known these days in major companies (not underlined in the original) as ´Compliance´ is meanwhile being implemented in the economic sphere by creating so-called ´Compliance Officers´…Their remit is the prevention of offences, criminal acts in particular, committed from inside the company that by giving rise to liability risks or damaging the reputation of the company can do considerable damage to the latter…". The economic public is familiar with instances of well-known "economic" public prosecutors subsequently taking on jobs in major companies (such as at Deutsche Bahn and other DAX-listed companies).

Compliance for all

Necessity, opportunity and risk are not confined to groups of affiliated companies. They extend to all enterprises: Compliance is meant to help prevent offences and/or breaches of rules that substantially damage a company's reputation, create possible claims for damages and in so doing potentially jeopardise the company as a going concern, from being committed inside the company. Or put in a positive way the English term implies that entrepreneurs and companies – or companies in the way they operate – seek to comply with all legal and business rules and regulations.

Ahead of any concrete measures management needs to give Compliance its full support. What this means is that if the staff is to respect Compliance it is indispensable that management make an unambiguous and clear statement in favour of a principle of legality that puts compliance with the law ahead even of business advantage. Management should thereafter repeat its Compliance statement in lectures, in essays intended for company publications and at meetings. In addition members of management should in their daily business seek to adhere to the principles of Compliance, and like any other member of staff attend Compliance training sessions and take the final Compliance training course exams.

The functions of a Compliance Organisation

The main functions of a Compliance Organisation are creating an independent set of rules, keeping staff informed, monitoring adherence to the rules and punishing any violations of the same.

Code of Conduct

The creation of an independent set of rules normally entails the bringing together and reducing to their essentials in a single core document a diverse set of existing guidelines. Such a Code of Conduct may be supplemented by implementation rules, but only a handful. It is the clarity and brevity of the Code that permits employees to digest its provisions and abide by them.

Training courses

Training courses and other channels of information are used to convey to the staff the knowledge they require to abide by the law and the internal rules. Such training courses will prominently feature core topics such as corruption avoidance, cartel law and the like. It is of crucial importance that these measures take in all members

of staff (worldwide) and that the training courses be repeated at regular intervals – while avoiding boring repetition as much as possible.

Punishing violations

For a Compliance Organisation to be credible it is essential that all discovered violations be investigated and punished effectively. This presupposes the predictable and even application of a set of instruments taken above all from the toolkit of labour law (disciplinary measures up to and including dismissal), but also, if need be, the bringing of criminal charges.

Transferring responsibility to a Compliance Officer

The members of the executive board can transfer their personal civil and criminal liability for breaches of the law committed within the company in part to a Chief Compliance Officer, several Compliance Officers or a Compliance Committee comprising the heads of the departments concerned, such as for example the Legal Department, Accounting, Investigations, Human Resources and IT and other members of staff. A precondition for this is that management structure the Compliance Organisation efficiently and provide it with adequate funding. Compliance Officers whose task it is to prevent breaches of the law from taking place within a company can in turn as guarantors of compliant behaviour be criminally liable for criminal acts that though they were in a position to thwart and it was not unreasonable for them to do so they nonetheless failed to prevent (BGH loco citato). Despite effectively delegating their responsibility for the prevention of breaches of the law to a Compliance Organisation the members of the executive board nonetheless remain responsible for choosing and monitoring Compliance staff.

Even though German and European authorities and courts do not yet consider companies' Compliance measures extenuating circumstances when it comes to imposing fines or sentences, the greater awareness among employees that the making available of an efficient Compliance Organisation itself brings about can help to prevent breaches from occurring. Given that the overwhelming majority of breaches are the result of ignorance (up to 95 % of all violations/offences in companies) there is enormous potential for training courses and information events to make a difference.

Practical considerations

An analysis of a company's individual legality risks is the first step towards putting an efficient Compliance Organisation in place. Following that it is essential that the board of management and the other executives commit themselves explicitly to adhering to the principle of legality unconditionally. The structure of the organisation must moreover not be at odds with the organisational arrangement of the company as a whole and permit and support all the desired functions of the Compliance Organisation. Not until all this has been arranged should those putting the Organisation in place turn their minds to the details of the Code of Conduct, the training courses or the functions of control and implementation. In the final analysis only a combination of linking new individual structures with old ones and building on existing functions is likely to ensure that the Compliance Organisation both functions efficiently and integrates smoothly with the company.

Dr. Lutz Kniprath

B. Commercial and Company Law

Investment Law: Liability of auditors towards the partners of a public partnership (closed end fund)

I. In a number or recent judgements the Federal Supreme Court (BGH) has had the opportunity to state its views on the diligence required of an auditor charged with monitoring the use of funds in a public partnership (rulings of 19.11.2009 – III ZR 108/09 and III ZR 109/09 as well as the decision dated 28.01.2010 – III ZR 92/09). In the cases decided by the BGH the contracts in question between the partners and the auditors on the monitoring of the use of funds had in addition been explicitly drawn up as contracts in favour of the partners Following the commencement of operations of the public partnerships in question irregularities in the use of funds had occurred.

Contract in favour of the individual partners

According to the BGH the respective auditor is obliged – within the framework of the monitoring of the use of funds – if need be, to work towards a complete implementation of the requisite guidelines.

Duty to report irregularities

In the opinion of the Federal Supreme Court the auditor is moreover obliged to inform the partners in an appropriate manner of the fact that monitoring of the use of funds as mentioned in the partnership's prospectus has yet to be implemented. In the final analysis the auditor may be obliged to point out on his own initiative via the specialist press that funds are being used in a manner contrary to the terms of the contract. Should the auditor fail to meet these obligations, he would, according to the Federal Supreme Court, in principle be liable towards the partners for all damages these have suffered on account of their joining the partnership.

Practical considerations

The decisions of the BGH cited above make it clear that the liability risks of auditors and other persons working for public companies are growing. Thus in certain cases an auditor might in addition to being personally liable towards the company for the direct damage caused by his failing to fulfil his duties properly also be liable towards each individual shareholder to the extent of his or her stake in the company.

For this to be the case direct contact between the auditor and the shareholders or investors prior to their joining the company/partnership is not required, the BGH declared.

Johannes Pitsch

Insurance Law: Increased legal protection for legal persons in cross-border lawsuits against a foreign third-party risk insurer of an at-fault party?

II. Towards the end of 2007 the European Court of Justice (ECJ) issued a ruling that caused a considerable stir and has had a major impact on the issue of cross-border traffic accidents (ruling of 13.12.2007, "Jack Odenbreit", File No. C 463/06). Thus the court held that the injured party in the case of a traffic accident can at the place of his or her habitual residence file a lawsuit with the competent court of the said place against the foreign insurer, provided that such a lawsuit is allowed and the insurer is resident within the territory of an EU member state. A decisive factor regarding the ECJ's ruling was among other things a desire on the part of the court to grant the weaker party protection above and beyond that provided by the general rules of jurisdiction.

Natural persons' right to file a lawsuit in their own country

Thanks to the court's decision the claimant and injured party who lived within the jurisdiction of the Local Court in Aachen was able to file a lawsuit with the Local Court against the Dutch third-party motor insurance company of the other party involved in the accident, despite the fact that the accident had taken place in the Netherlands (compare BGH decision of 06.05.2008 – VI ZR 200/05).

A consequence of this ruling of the ECJ is that the number of lawsuits filed with German courts against foreign third-party insurers in cases involving traffic accidents in neighbouring EU countries in which the injured party is resident in Germany is going up.

Does a similar right to take legal action domestically exist for legal persons?

However, the question of whether a legal person as an injured party can also invoke the decision of the ECJ has to date not yet been answered conclusively.

In its ruling of 27.02.2008 (File No. 14 U 211/06) the Higher Regional Court (OLG) Celle was of the opinion that because in relation to an insurance company a legal person was likewise the "weaker party" such a person suffering injury in a traffic accident was also entitled to file a lawsuit in the country of its residence against a third-party motor insurance company resident in another EU member state.

Is the need for protection the decisive factor?

Initial comments on this ruling critically point out that the OLG Celle's assumption of the legal person always being the weaker party might be too sweeping. In the case heard by the court the claimant was a one-person German limited liability company (GmbH) operating in the sanitary facility and plumbing sector. Should the claimant be a multinational company, such as for example a forwarding agent based in several EU member states, a comparable need for protection could scarcely be said to exist.

A decision of the ECJ dated 17.09.2009 (Gebietskrankenkasse vs. WGV – Schwäbische Allgemeine Versicherungs-AG, File No. C 347/08) appears to adopt this reasoning. Thus according to the ruling a social insurance provider to which the claims of the injured party have passed cannot file a lawsuit against the insurance company – resident in another EU member state – of the party allegedly at fault in the accident with the competent court at its place of domicile. In its judgement the European Court of Justice explicitly observed that the social insurance provider was not in need of additional legal protection.

It should hence be possible to transfer this notion taken up by the ECJ to other economically savvy companies, especially those based in several EU member states.

In addition it will be interesting to observe if the decision of the OLG Celle will be confirmed or if future rulings will make distinctions based on the type of legal person the case in question is concerned with.

Ralf-Thomas Wittmann

C. Property Law

No expansion of surety to cover additional commissions without the consent of the guarantor

I. In its decision of 15.12.2009 (File No. XI ZR 107/08) the Federal Supreme Court has considered the issue of claiming outstanding wages for additional work from a guarantor.

Surety regarding existing claims is protected

As prime contractor the claimant had signed a VOB/B (German contracting rules for the award of public works contracts) contract with the client. The client had thereupon handed the claimant three builder's securities (Section 648a German Civil Code [BGB]) signed by the defendant bank B. When the client subsequently filed for bankruptcy, the claimant availed herself of the securities. While some of her claims resulted from the main contract, others were the result of commissions undertaken after the suretyship agreement had been signed. The Higher Regional Court was of the opinion that the contractor was only entitled to avail herself of the three securities with regard to the main contract, not with regard to the additional commissions. The claimant's appeal against the decision failed.

No expansion of surety to cover additional commissions

That the claims of compensation for work of the claimant with regard to the additional commissions encompassed remuneration for work not yet agreed upon at the time the bank had agreed to act as guarantor was not in dispute. The work in question had not been included in the original contract for work, but had instead either been demanded at a later date by the client in accordance with Section 1 No. 3 or Section 1 No. 4 Sentence 1 VOB/B or been commissioned with the aid of an additional agreement in accordance with Section 1 No. 4 Sentence 2 VOB/B.

Wording of the suretyship agreement the decisive factor

In the opinion of the Federal Supreme Court the basis the additional commissions had been awarded on was irrelevant. Whatever the basis, the commissioning had occurred as a legal transaction with the client as principal debtor subsequent to the conclusion of the suretyship agreement, the court found.

Although it was possible – including in general terms and conditions – to validly provide for suretyship for unspecified future claims to be assumed, the text of the contract in question (which talked of "claims arising from construction work") did not indicate in any way that the claimant was also seeking to secure future payment claims, the BGH went on to say. This would also be the case if the VOB/B had been the basis of the building contract and the possibility existed that the guarantor might have been aware of this, the court added.

In the opinion of the Federal Supreme Court the guarantor was in the light of Section 767 Subsection 1 Sentence 3 of the German Civil Code [BGB] not obliged to accept as valid such an incalculable extension of surety. Such an extension of surety was at variance with the principle proscribing heteronomy, the court declared.

Practical considerations

In the event of an extension of a follow-up commission it therefore behoves the client to insist on additional security in accordance with Section 648a BGB. The same advice naturally also applies to contract-performance or warranty-surety agreements.

Ralf-Thomas Wittmann

No termination of a building contract on the grounds of loss of confidence in the event of bankruptcy or unjustified demands for security

II. In its judgement of 06.10.2009 (File No. I 21 U 130/08) the Higher Regional Court (OLG) Dusseldorf ruled that a loss of confidence can only constitute the basis for a termination of a building contract for grave cause if it de facto jeopardises the purpose of the contract and the affected party to the contract cannot reasonably be expected to continue to abide by the same.

Termination possible when the purpose of the contract is de facto jeopardised and continuation is deemed unreasonable

The point in issue in the case decided by the court was the legality of the defendant's extraordinary termination of a building contract without notice on the grounds of a loss of confidence. This loss of confidence had, it was claimed, been brought about by the fact that an administrator had in the meantime taken charge of the financial affairs of the contractor and that the contractor had demanded – upon threat of refusing to carry out the work in question – a builder's security amounting to 20% of the net commission amount (Section 648a Civil Code [BGB]). Taking the termination to be a free termination the contractor had refused to accept it. He therefore sued the defendant for payment of the outstanding wages.

Bankruptcy no legal grounds for a loss of confidence

The OLG Dusseldorf declared the extraordinary termination to be invalid, thereby effectively ruling in favour of the contractor's (first-instance) claims for payment of the outstanding wages. Neither the involvement of an administrator nor the demand for a security in accordance with Section 648a BGB justified a loss of confidence entitling the party to terminate the contract, the court added.

The fact that because of the insolvency of the contractor the client now had to deal with an administrator did not amount to harm, as the client when the contract was signed could have and should have readily recognized the possibility of the contractor becoming insolvent, the court observed.

Demands for an excessively large security amount no grave cause either

Nor was it possible for the demands for a security for payment to constitute the grounds for an extraordinary termination of the contract, the OLG went on to say. Even demands for an excessively large security amount set a deadline by which the other party had to furnish the security. This at any rate applied if it was to be understood as a demand for the actual security owed and the contractor was in principle prepared to accept a lesser security, the court stated. Thus it had been up to the client to offer and possibly furnish a security, though not necessarily to the amount demanded, the court added.

Practical considerations

The conditions an extraordinary termination for grave cause of a building contract by the client needs to fulfil if it is to be successful are stringent indeed. Ahead of such a termination the client should therefore take account of the mutual duty to cooperate, scrutinise the most important legal reasons for termination listed in Section 8 Subsections 2, 3 and 4 VOB/B (German contracting rules for the award of public works contracts) and carefully analyse the cases that have already been decided in this area. Such an analysis is all the more important as an unjustified termination for grave cause by one of the parties to the contract legally entitles the other party to terminate the contract for grave cause.

Dr Rainer Burbulla

D. Commercial Tenancy Law

Section 556 Subsection 3 BGB (preclusive period for the statement of operating costs) not applicable to the law on non-residential premises

I. Regarding the leasing of living space the landlord is legally obliged "to notify the lessee of the statement of operating costs at the latest by the end of the twelfth month subsequent to the accounting period" (Section 556 Subsection 3 Sentence 2 Civil Code [BGB]). "After this period, assertion of a subsequent demand by the lessor is excluded unless the lessor is not responsible for the lateness of the assertion" (Section 556 Subsection 3 Sentence 3 BGB). This preclusive period was thought by most observers not to apply to the law on non-residential premises – an assessment confirmed by the Federal Supreme Court's leading decision of 27.01.2010 (File No. XII ZR 22/07).

A reasonable period, not a preclusive period

Although the lessor of business premises is as a matter of principle obliged to settle the account regarding the operating costs the lessee has paid in advance within a reasonable period of time – such a reasonable period of time routinely ends twelve months after the end of the accounting period – the BGH has also ruled that the settlement period – unlike in the case of residential premises – does not constitute a preclusive period, with the effect that the lessor even after the end of the twelve month period is not in principle excluded from asserting subsequent demands.

Practical considerations

In practical terms this means that in the absence of other contractual agreements having been reached the lessor with regard to presenting the statement of operating costs is in general bound to the twelve month period. With the only consequence being that the lessee from this time onwards need make no further advance payments towards the operating costs and can request that the lessor notify him or her of the statement of operating costs.
What this does not however preclude in the case of business premises is an assertion of subsequent demands by the lessor. Rather, the lessor can even after the end of the twelve month period assert subsequent demands.

Johanna Noßke

Failure to settle the accounts regarding some operating and ancillary cost items not tantamount to an implied agreement

II. With its ruling of 27.01.2010 (File No. XII ZR 22/07) the Federal Supreme Court also concluded that a failure over a longer period of time on the part of the lessor to settle the accounts regarding some operating cost items agreed upon was insufficient grounds to assume an implied change to the extent of the operating costs agreed upon. Rather, for such a conclusion to be valid the behaviour of the lessor would have to provide additional indications, the court declared.

Additional indications needed

In the case in question the tenant's statements of ancillary and operating costs for the years 1993 to 2001 had failed to contain the items: communal electricity, heating maintenance, pest control and janitor services. In the years 2002, 2003 and 2004 these items were subsequently added pro rata to the tenant's statement of ancillary and operating costs.
The Federal Supreme Court made it clear that the condition for there being a declaration of intention implying an offer to conclude an agreement is a behaviour by the party making the offer that unambiguously communicates the intention in question.

The decisive factor in interpreting such a declaration of intention was the manner in which it would be understood by the recipient in the light of prevailing public understanding, the court declared.

On its own the failure to act is insufficient grounds

In the opinion of the BGH the lessor's persistent failure to act does not by itself permit the lessee to conclude that the lessor has once and for all decided to dispense with charging the lessee for these contractually agreed upon ancillary and operating costs. Such an interpretation, which assumed that the lessor would without apparent reason decide to forgo collecting payment, thereby in effect choosing to pay fairly substantial amounts himself, was out of touch with real life, the court declared.

Johanna Noßke

III. The signature of only one member of a multi-headed executive board fails to meet the requirements of the written form

In its judgement of 04.11.2009 (File No. XII ZR 86/07) the Federal Supreme Court (BGH) ruled that a lease agreement signed by a German public limited company fails to meets the legal requirement of the written form (Section 550 German Civil Code [BGB]) unless all members of the executive board have signed the agreement or at least one signature to the agreement indicates that the signatory in question intends to also represent that member/those members who has/have not signed the agreement.

In the case in question the matter in dispute was the validity of a long-term lease agreement relating to non-residential premises following the premature termination with notice of the agreement by the lessee. The lessee was a German public limited company, represented by the two members of its executive board. The lease agreement however had been signed by only one of the board members.

The BGH considered the termination to be valid. It did not meet the requirements of the written form (Section 550 BGB) and was hence terminable, the court observed.

Transparency regarding the parties to an agreement: Signature of all board members or representation of all board members required

So as to meet the legal requirements of the written form set out in Section 550 BGB a lease agreement has to be signed by both parties. In the event of one or both parties to a lease agreement consisting of more than one person either all members of the party or parties in question have to sign the agreement or the signatures on the agreement have to indicate unambiguously that they have also been made for and on behalf of that member/those members of the party in question who has/have not signed the agreement. The above principle, previously applied by the Federal Supreme Court to communities of heirs (BGH ruling of 11.09.2002 – XII ZR 187/00) and companies constituted under civil law (BGH ruling of 05.11.2003 – X ZR 134/02), the court has now extended to German public limited companies. Thus in the event of the board of management of a public limited company consisting of more than one person, all members of the board have to sign the lease agreement or else the agreement must contain a representation clause to the effect that the one or more signatures made are made for and on behalf of the board member(s) not signing the agreement.

Practical considerations

With its present ruling the BGH has remained true to its previous decisions on compliance with the requirements of the written form, especially with regard to lease agreements. The criteria established by the rulings in question are by no means insignificant. For although a formal defect in the written form does not invalidate a contract altogether, it nonetheless invalidates its term, with the effect that the lease agreement now applies for an indefinite period of time and can hence be prematurely terminated with notice by either party. The option of prematurely terminating a long-term agreement thus created can in turn have considerable economic repercussions, especially when it comes to commercial lease relationships.

Dr Rainer Burbulla

E. Public Law

Procedural Law: No resolution to date of legal issues regarding legal remedies against in the event of parallel procedures

I. The number of cases in which municipalities have split up unified planning procedures into two parallel land-use plan adoption procedures has shot up of late. Thus one legally binding land-use plan might create new building law while at the same time a second one might, in the interest of reducing a glut of sales space, withdraw the right to build from a particular plot. Or traffic development planning might take place for a new development area, but the last section linking the new infrastructure to the existing road network is shifted to a second binding land-use plan.

Legal remedies against both the first and the second legally binding land-use plan?

In these cases the question arises of whether those owners of properties affected by the second land-use plan can and/or must legally oppose the first one if they are to succeed against the second. For in situations of this kind the first legally binding land-use plan puts in place an urban planning state of affairs that subsequently, within the context of the second plan, provides the justification for interfering with the property of the said owners. Hence should the property owners fail to take legal action against the first legally binding land-use plan, they run the risk of being without effective legal remedies when the second planning procedure attempts to place limits on the enjoyment of their property.

So far the decisions of the higher courts have not been in favour of granting legal remedies against the first legally binding land-use plan to this particular group of property owners (see Appellate Administrative Court [OVG] Schleswig, ruling of 22.10.2009 – 1 KN 15/08; Appellate Administrative Court [VGH] Munich, ruling of 14.08.2008 – 1 N 07.2753). Referring to this particular issue the Federal Administrative Court has however with its decision of 04.01.2010 (File No. 4 BN 3.09) granted certiorari. Thus it is safe to say that the issue remains unresolved to date.

Practical considerations

Until the matter is finally resolved by the Federal Administrative Court it will probably stand municipalities in good stead to refrain from splitting up their coherent planning among several legally binding land-use plans. For such an approach runs the risk of rendering legally binding land-use plans invalid because they fail to take into account the legitimate concerns of external owners of properties. Given a situation of the kind described above it would appear that for the time being the best move for owners whose property is likely to be affected by the second land-use plan to take action against the first, so as to retain recourse to all possible legal remedies.

Niklas Langguth

Zoning Law
Additional confirmation: Section 24a Subsection 1 State Development Programme [LEPro] NRW no regional planning objective

II. In its ruling of 30.09.2009 the 10th Senate of the Higher Administrative Court Munster had already determined that Section 24a Subsection 1 of the State Development Programme (LEPro) of the German federal state of North Rhine-Westphalia (NRW) does not represent a regional planning objective (File No. 10 A 1676/08, see our Newsletter No. 4/2009, p 3). As a consequence Section 24a Subsection 1 LEPro does not constrain municipalities when it comes to land-use planning. Thus areas outside central service areas can also be designated special building areas for large-area retail establishments. This approach has now also been adopted by the 7th Senate of the Higher Administrative Court Munster (ruling of 25.01.2010, File No. 7 D 97/09.NE). Thus both senates of the Higher Administrative Court dedicated to resolving building law disputes are thus unanimously of the opinion that Section 24a Subsection 1 of North Rhine-Westphalia's State Development Programme does not amount to a regional planning objective. Within the context of an appeal against denial of leave to appeal filed with the Federal Administrative Court the issue remains pending, however. The Federal Administrative Court is likely to rule on the matter in the near future.

Niklas Langguth

Zoning Law:
No remote effect of a retail project with local supply function

III. Section 11 Subsection 3 of the Federal Land Utilisation Ordinance (BAU NVO) links the permissibility of large-area retail establishments to the effect such a project may have on the development of central service areas. In its judgement of 25.01.2010 (7 D 97/09.NE) the Higher Administrative Court Munster found there to be no substantial remote effect of the kind specified in Section 11 Subsection 3 BAU NVO in the specific case before it involving a large-area retail establishment.

Local supply function of a large-area establishment

In the case decided the legally binding land-use plan featured a special area earmarked for a "large-area grocery retail establishment", with the sales area limited to 1,000 m². In addition the plan specified as permissible ranges of goods relevant to local supply: chemist's shop articles, perfumery and cosmetic products, beverages, groceries and semi-luxury goods, and other items. The area of the land-use plan in question is in a part of the municipality that has hitherto been characterised by a dearth of local-supply businesses. The Higher Administrative Court Munster explicitly rejected the assumption that a large-area grocery retail establishment would have a substantial impact of the kind outlined in Section 11 Subsection 3 Bau NVO on the development of central service areas, provided that the business in question was primarily engaged in supplying the needs of the population in the (immediate) catchment area.

Practical considerations

The decision is likely to give additional momentum to projects that – without having an impact on central service areas – are designed to boost local supply opportunities in areas where these are currently few and far between. The individual cases should help to highlight the actual advantages of this state of affairs.

For further ramifications of the ruling of 25.01.2010 see Section E. II of this Newsletter.

Isabel Gundlach

News and Events

Should you be interested in taking part in one of the events, please contact the speaker in question at: www.grooterhorst.de

1. 20.03.2010 in Dusseldorf, Offices of Grooterhorst & Partner, Königsallee 53–55
   "Pre Moot rounds"
   International arbitration rounds for students
   Grooterhorst & Partner Rechtsanwälte took part as – professional – arbitrators.

2. 06.05.2010 in Stockholm, Konferens 7 A, Strandvägen 7 A, Stockholm
   BILG (Benefit Insurance Lawyers Group)
   In conjunction with Advokatfirman Norelid Holm
   International Insurance Law Seminar
   Participants: Grooterhorst & Partner Rechtsanwälte

3. 20.05 to 22.05.2010 in Hamburg, Steigenberger Hotel Treudelberg
   Crenet Deutschland e.V., Spring Conference
   15 years of professional CREM in Germany
   Co-sponsors: Grooterhorst & Partner Rechtsanwälte

4. 10.06.2010 in Eltville in the Rheingau, Broker Days at the Eberbach Monastery
   IREBS Real Estate Academy Intensive Course Real Estate
   13th Instalment Rhine Main Area
   Speaker: Dr Johannes Grooterhorst, Grooterhorst & Partner

5. 30.10 to 03.11.2010 in Istanbul (Turkey)
   UIA (Union Internationale des Avocats) Congress – Istanbul (Turkey),
   Swissôtel, The Bosporus, Istanbul
   Contributor: Dr Johannes Grooterhorst, Grooterhorst & Partner Rechtsanwälte

6. 04.11.2010 in Dusseldorf, Industrieclub, Elberfelder Straße 6, 40213 Dusseldorf
   German Council of Shopping Centers
   Forum Law and Legal Advice
   Moderator: Dr Johannes Grooterhorst, Grooterhorst & Partner Rechtsanwälte

7. 09.11 to 10.11.2010 in Frankfurt
   Crenet Deutschland e.V., Autumn Conference

Imprint

Published by
Grooterhorst & Partner
Rechtsanwälte
Königsallee 53–55
D-40212 Düsseldorf
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Design and Layout
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Werbeagentur GmbH
Darmstädter Landstraße 184
D-60598 Frankfurt am Main
Tel. +49/69/96 87 20-0
Fax +49/69/96 87 20-30
www.uferundcie.de

Printed by
Krautstein & Hampf
Druck GmbH
Kappeler Str. 39
D-40597 Düsseldorf
Tel. +49/211/99 60 10
Fax +49/211/99 60 144