



Registration of a Charge

Company name: **ONYX GERMANY (2) LTD**

Company number: **06168192**



X8FOOG5L

Received for Electronic Filing: **09/10/2019**

Details of Charge

Date of creation: **02/10/2019**

Charge code: **0616 8192 0047**

Persons entitled: **ELAVON FINANCIAL SERVICES DAC**

Brief description: **N/A.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **EXCEPT FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006, I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALLEN & OVERY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6168192

Charge code: 0616 8192 0047

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd October 2019 and created by ONYX GERMANY (2) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th October 2019 .

Given at Companies House, Cardiff on 10th October 2019

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

**GLOBAL ASSIGNMENT AGREEMENT
(*SICHERUNGSABTRETUNG*)**

 2 OCTOBER 2019

between

THE COMPANIES
as listed in Schedule 1 hereto
as Assignors

and

ELAVON FINANCIAL SERVICES DAC
as Common Security Agent

ALLEN & OVERY

Allen & Overy LLP

0012034-0004942 FR:32380573.11

CONTENTS

Clause	Page
1. Interpretation	1
2. Assignment.....	11
3. Purpose of the Assignment.....	12
4. List of Claims	12
5. Disclosure and Notification of the Assignment.....	13
6. The Assignors' Rights.....	14
7. Enforcement and Collection	14
8. No Recourse	15
9. Representations and Warranties	16
10. Undertakings	16
11. Release and Reassignment	17
12. The application of the Security Trust Agreement	18
13. Duration and Independence	18
14. Liability	18
15. Partial Invalidity; Waiver	18
16. Amendments.....	19
17. Successors, Assignments and Transfers	19
18. Notices and their Language	19
19. Common security agent provision.....	19
20. Applicable Law; Jurisdiction.....	20
21. Conclusion of this Agreement (<i>Vertragsschluss</i>).....	20
Schedule	
1. The Assignors.....	21
2. Form of Notification.....	23
3. Addresses for Notices.....	26
Signatories	27

THIS GLOBAL ASSIGNMENT AGREEMENT (the **Agreement**) is made on 2 October 2019

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 (The Assignors) of this Agreement as assignors
(each an Assignor and together the **Assignors**); and
- (2) **ELAVON FINANCIAL SERVICES DAC**, a designated activity company registered in Ireland with the companies registration office with registered number 418441 and with its registered office at 2nd Floor, Block E, Cherrywood Science & Technology Park, Loughlinstown, Co. Dublin, Ireland as common security agent and trustee for the Finance Parties (as defined below)

(the **Common Security Agent**).

The Assignors and the Common Security Agent are hereinafter collectively referred to as the **Parties**.

WHEREAS:

- (A) On or about the date hereof, the Assignors, the Common Security Agent and others have entered into the Facilities Agreements (as defined below) in order to, *inter alia*, regulate the provisions of the Facilities (as defined below).
- (B) It is a condition under the Senior Facilities Agreement to the Original Senior Lenders (as defined below) making the Senior Facilities available to the Senior Borrowers (as defined below) that the Assignors enter into this Agreement.
- (C) It is a condition under the Mezzanine Facilities Agreement to the Original Mezzanine Lenders (as defined below) making the Mezzanine Facilities (as defined below) available to the Mezzanine Borrowers (as defined below) that the Assignors enter into this Agreement.
- (D) The security created by or pursuant to this Agreement is to be administered by the Common Security Agent for the Finance Parties (as defined below) pursuant to the terms and conditions set out further in the Security Trust Agreement (as defined below) and the Intercreditor Agreement (as defined below).

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement:

Agreement for Lease means an agreement to grant an Occupational Lease for all or part of any Property.

Assignment means each and any assignment of a Claim and of any other right and claim to the Common Security Agent for security purposes (*Sicherungsabtretung*) constituted pursuant to this Agreement.

Borrower means:

- (a) a Senior Borrower; or
- (b) a Mezzanine Borrower.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in Frankfurt and Main, Dublin, London, Luxembourg, New York and the jurisdiction of incorporation of any Securitisation Issuer and which is a TARGET Day.

Claims means any and all present and future German-law governed:

- (a) receivables and any other rights and claims including non-monetary claims each of the Assignors holds or will hold against any third party under or in connection with:
 - (i) any Sale Contracts;
 - (ii) any Lease Document;
 - (iii) any HBR Agreement; and
 - (iv) any Property Management Agreement;
- (b) receivables and any other rights and claims including non-monetary claims each of the Assignors holds or will hold against any member of the Group arising under or in connection with any intra-group loans (the **Subordinated Loans**); and

in each case including:

- (i) all ancillary rights (*Neben-, Hilfs- und Gestaltungsrechte*) pertaining thereto and/or to the respective underlying contractual relationship (other than ancillary rights which are not assignable as a matter of law);
- (ii) damage claims (*Schadensersatzansprüche*) and claims resulting from unjust enrichment (*ungerechtfertigte Bereicherung*); and
- (iii) where the each of the Assignors maintains a genuine or non-genuine current account arrangement (*echtes oder unechtes Kontokorrentverhältnis*) with regard to any of such receivables or claims, all claims which arise from any existing or future current account balances, the right to determine the net balance and the right to terminate the current account relationship.

To the extent that such Claims are in existence or outstanding at the time this Agreement comes into force, such Claims are referred to as the **Existing Claims**, and if such Claims will only come into existence in the future they are referred to as the **Future Claims**.

Common Secured Debt Documents means:

- (a) any Senior Finance Document; or
- (b) any Mezzanine Finance Document.

Common Secured Party means:

- (a) in relation to any German law Transaction Security, a Finance Party; and
- (b) in relation to any other Transaction Security, a Finance Party, a Receiver or any Delegate.

Common Security Agent Claim means the independent right of the Common Security Agent arising pursuant to the Intercreditor Agreement to request the satisfaction and discharge in full of all claims owed by an Obligor to the relevant other Finance Parties (or any of them) under the relevant Common Secured Debt Documents and to demand performance by a relevant Obligor of each of these liabilities and obligations.

Common Security Document means any document evidencing or creating a Security over any asset of a Transaction Obligor to secure any obligation of any Transaction Obligor to a Common Secured Party under the Mezzanine Finance Documents referred to under paragraph (a) to (m) and (o) of the definition of "Mezzanine Finance Documents" below and the Senior Finance Documents referred to under paragraph (a) to (o) and (q) of the definition of "Senior Finance Documents" below.

Debtor(s) means each debtor in respect of a Claim.

Debtor Accession Deed has the meaning ascribed to that term in the Subordination Agreement.

Delegate has the meaning ascribed to that term in the Common Secured Debt Documents, respectively.

Event of Default means an event which would entitle the Senior Facility Agent and/or the Mezzanine Facility Agent respectively to prematurely cancel all or part of the total commitments under the Senior Facilities Agreement and/or respectively the Mezzanine Facilities Agreement and/or to declare that all or part of the amounts outstanding under any of the Senior Finance Documents and/or respectively the Mezzanine Finance Documents are immediately due and payable or payable on demand.

Facility means the Senior Facilities and the Mezzanine Facilities.

Facilities Agreement means:

- (a) the Senior Facilities Agreement; or
- (b) the Mezzanine Facilities Agreement.

Finance Party means:

- (a) any Senior Finance Party; or
- (b) any Mezzanine Finance Party.

First Utilisation Date has the meaning ascribed to that term in the Senior Facilities Agreement.

Germany means the Federal Republic of Germany (*Bundesrepublik Deutschland*).

Group has the meaning ascribed to that term in the Senior Facilities Agreement.

Guarantor means:

- (a) a Senior Guarantor; or
- (b) a Mezzanine Guarantor.

HBR or Heritable Building Right means an alienable and inheritable right *in rem* to erect and own a building on a plot of land (*Erbbaurecht*) according to the German Act on Heritable Building Rights

(*Erbbaurechtsgesetz*) (including any condominium/partial heritable building right (*Wohnungs-/Teilerbbaurecht*)) and, where the context so requires, includes the buildings on that plot of land.

HBR Agreement has the meaning ascribed to that term in the Facilities Agreements.

Initial Property Management Agreement has the meaning ascribed to that term in the Facilities Agreements.

Instructing Group has the meaning ascribed to such term in the Intercreditor Agreement.

Intercreditor Accession Deed has the meaning ascribed to the term “Obligor Accession Deed” in the Intercreditor Agreement.

Intercreditor Agreement means the intercreditor agreement entered into on or about the date of the Senior Facilities Agreement between, amongst others, the Senior Company, the Mezzanine Company, the Senior Facility Agent, the Mezzanine Facility Agent, the Common Security Agent, the Mezzanine Security Agent and the Lenders.

Lease Document means:

- (a) an Agreement for Lease; and
- (b) an Occupational Lease.

Lender means:

- (a) a Senior Lender; or
- (b) a Mezzanine Lender.

Mezzanine Borrower means each of Onyx German 2017 Mezzco S.à r.l. and Onyx Investment 2017 Mezzco S.à r.l.

Mezzanine Company means Onyx German 2017 Mezzco S.à r.l.

Mezzanine Facilities has the meaning ascribed to the term “Facility” in the Mezzanine Facilities Agreement.

Mezzanine Facilities Agreement means the mezzanine loan facilities agreement dated on or about the date of this Agreement and made between, amongst others, the Mezzanine Borrower, the Mezzanine Company, the Mezzanine Mandated Lead Arranger, the Mezzanine Original Lenders, the Mezzanine Facility Agent and the Mezzanine Security Agent, together with each deed relating thereto and any and each other agreement or instrument supplementing or amending it.

Mezzanine Facility Agent means LaSalle Investment Management as facility agent under the Mezzanine Facilities Agreement.

Mezzanine Fee Letter means any letter or letters dated on or about the date of the Mezzanine Facilities Agreement between any of the Mezzanine Mandated Lead Arranger, the Mezzanine Facility Agent, the Mezzanine Security Agent and the Mezzanine Company setting out any of the fees referred to in clause 13 (Fees) to the Mezzanine Facilities Agreement.

Mezzanine Finance Document means:

- (a) the Mezzanine Facilities Agreement;

- (b) any Mezzanine Fee Letter;
- (c) the Mezzanine Margin Letter;
- (d) any Property Manager Duty of Care Agreement;
- (e) any Mezzanine Lender Assignment Agreement;
- (f) each Mezzanine Utilisation Request;
- (g) any Subordination Agreement;
- (h) the Intercreditor Agreement;
- (i) the Reports Side Letter;
- (j) any Mezzanine Resignation Letter;
- (k) the Debtor Accession Deed;
- (l) each Intercreditor Accession Deed;
- (m) each Subordinated Creditor Accession Deed;
- (n) any Common Security Document; or
- (o) any other document designated as a Mezzanine Finance Document by the Mezzanine Facility Agent and the Mezzanine Company.

Mezzanine Finance Party means:

- (a) the Mezzanine Facility Agent;
- (b) the Mezzanine Security Agent;
- (c) the Common Security Agent;
- (d) any Mezzanine Mandated Lead Arranger; or
- (e) any Mezzanine Lender.

Mezzanine Guarantor means any person listed in part 3 (Guarantors) of schedule 1 (The Original Parties) of the Mezzanine Facilities Agreement.

Mezzanine Holdco means:

- (a) in respect of Onyx German 2017 Mezzco S.à r.l., Onyx German 2017 Topco S.à r.l.; and
- (b) in respect of Onyx Investment 2017 Mezzco S.à r.l., Onyx Investment 2017 Topco S.à r.l..

Mezzanine Lender means:

- (a) any Mezzanine Original Lender; and

- (b) any person, bank, financial institution, trust, fund or other entity which has become a Party as a Mezzanine Lender in accordance with Clause 31 (Changes to the Finance Parties) of the Mezzanine Facilities Agreement,

which in each case has not ceased to be a Mezzanine Lender in accordance with the terms of the Mezzanine Facilities Agreement.

Mezzanine Lender Assignment Agreement has the meaning ascribed to the term “Lender Assignment Agreement” in the Mezzanine Facilities Agreement.

Mezzanine Mandated Lead Arranger means LREDS III SV Limited and Lakefield Investment S.à r.l.

Mezzanine Margin means the percentage rate per annum set out in the Mezzanine Margin Letter.

Mezzanine Margin Letter means the letter dated on or about the date of the Mezzanine Facilities Agreement between the Mezzanine Facility Agent and the Mezzanine Company setting out how the Mezzanine Margin will be determined.

Mezzanine Obligor means:

- (a) a Mezzanine Borrower; or
- (b) a Mezzanine Guarantor.

Mezzanine Original Lender means LREDS III SV Limited and Lakefield Investment S.à r.l.

Mezzanine Resignation Letter has the meaning ascribed to the term “Resignation Letter” in the Mezzanine Facilities Agreement.

Mezzanine Security Agent means LaSalle Investment Management as security agent under the Mezzanine Facilities Agreement.

Mezzanine Utilisation Request means a notice substantially in the form set out in Schedule 3 (Utilisation Request) of the Mezzanine Facilities Agreement.

New Property Management Agreement has the meaning ascribed to that term in the Facilities Agreements.

Obligor means:

- (a) a Senior Obligor; or
- (b) a Mezzanine Obligor.

Occupational Lease means any present or future lease, underlease, sub-lease, licence, tenancy or other right to occupy or use all or any part of any Property, any right to receive rent or other income in respect of all or any part of any Property and any agreement for the grant of any of the foregoing.

Permitted Property Manager has the meaning ascribed to that term in the Facilities Agreements.

Property has the meaning ascribed to it in each Facilities Agreement.

Property Manager Duty of Care Agreement means each agreement executed by a Permitted Property Manager in favour of the Common Security Agent and the Senior Facility Agent in relation to the management of all or any part of any Property which is:

- (a) in a form and substance satisfactory to the Senior Facility Agent (acting on the instructions of the Senior Majority Lenders (acting reasonably)); or
- (b) in form and substance substantially the same as an existing Property Manager Duty of Care Agreement.

Property Management Agreement means each Initial Property Management Agreement and each New Property Management Agreement, as the case may be.

Receiver has the meaning ascribed to that term in the Common Secured Debt Documents, respectively..

Reports Side Letter means the letter dated on or about the date of the Facilities Agreement between The Blackstone Group International Partners LLP, any other addressee of a report which is an investor affiliate (other than an Obligor) and the Senior Facility Agent and the Mezzanine Facility Agent.

Sales Contract means, in relation to any Property, each property sale agreement (*Grundstückskaufvertrag*) or any other deed or document entered into in relation to the transfer of that Property or any share sale and purchase agreement in respect of shares in the company being the registered owner of that Property, in each case from any of the Assignors to any other third party.

Secured Claims means all present and future claims (*Ansprüche*) (whether actual or contingent and whether owned jointly or severally or in any other capacity whatsoever and whether originally incurred by a Transaction Obligor or by some other person) of any of the Finance Parties against any of the Transaction Obligors under or in connection with the Common Secured Debt Documents (or any of them), each as amended, varied, supplemented or novated from time to time, other than the Common Security Agent Claim, but including without limitation any increase of principal or interest and any extension of maturity, novation, deferral or extension of such claims, as well as any and all claims of any Finance Party against any Transaction Obligor in respect of which the corresponding rights and/or obligations have been assigned or otherwise transferred by way of assignment and transfer by assumption of contract (*Vertragsübernahme*) or by any other case at law to that Transaction Obligor from another Transaction Obligor previously owing the relevant obligations, in each case together with all interest, costs, charges and expenses incurred by any Finance Party in connection with the protection, preservation or enforcement of its respective rights under the Common Secured Debt Documents and any and all claims arising out of unjust enrichment (*ungerechtfertigte Bereicherung*) and tort (*unerlaubte Handlung*) and other claims for damages or restitution in relation to the foregoing.

Securitisation Issuer has the meaning ascribed to that term in Facilities Agreements.

Security means a mortgage or a land charge in respect of a Property registered in section III of the land registry pertaining to that Property, charge, pledge, security assignment, lien, assignation in security, assignment or transfer for security purposes, retention of title arrangements, hypothecation or other security interest securing any obligation of any person or any easement or other agreement or arrangement having a similar effect, in each case, other than any encumbrance registered in section II of the land registry pertaining to any Property.

Security Trust Agreement means the security trust agreement between, amongst others, each Transaction Obligor as security grantor and the Common Security Agent by which the Common

Security Agent is appointed to hold and/or administer any German law Transaction Security on behalf of the Secured Parties.

Senior Borrower means the entities listed in part 2 (the Borrowers) of schedule 1 (The Original Parties) of the Senior Facilities Agreement.

Senior Cash Trap Withdrawal Certification has the meaning ascribed to the term “Cash Trap Withdrawal Certification” in the Senior Facilities Agreement.

Senior Company means Onyx German 2017 Pledgeo S.à r.l.

Senior Extension Option Notice has the meaning ascribed to the term “Extension Option Notice” in the Senior Facilities Agreement.

Senior Facilities has the meaning ascribed to the term “Facilities” in the Senior Facilities Agreement.

Senior Facilities Agreement means the senior term loan facilities agreement dated on or about the date of this Agreement and made between, amongst others, the Senior Borrowers, the Senior Company, the Senior Mandated Lead Arranger, the Senior Original Lender, the Senior Facility Agent and the Common Security Agent, together with each deed relating thereto and any and each other agreement or instrument supplementing or amending it.

Senior Facility Agent means CBRE Loan Services Limited.

Senior Fee Letter means any letter or letters dated on or about the date of the Senior Facilities Agreement between any of the Senior Mandated Lead Arranger, the Senior Facility Agent, the Common Security Agent and the Senior Company setting out any of the fees referred to in clause 13 (Fees) to the Senior Facilities Agreement.

Senior Finance Document means:

- (a) the Senior Facilities Agreement;
- (b) any Senior Fee Letter;
- (c) the Senior Margin Letter;
- (d) any Property Manager Duty of Care Agreement;
- (e) any Senior Lender Assignment Agreement;
- (f) each Senior Utilisation Request;
- (g) any Subordination Agreement;
- (h) the Intercreditor Agreement;
- (i) the Reports Side Letter;
- (j) any Senior Extension Option Notice;
- (k) any Senior Resignation Letter;
- (l) the Debtor Accession Deed; or

- (m) each Intercreditor Accession Deed;
- (n) each Subordinated Creditor Accession Deed;
- (o) each Senior Cash Trap Withdrawal Certification;
- (p) any Common Security Document; or
- (q) any other document designated as a Senior Finance Document by the Senior Facility Agent and the Senior Company.

Senior Finance Party means:

- (a) the Senior Facility Agent;
- (b) the Common Security Agent;
- (c) any Senior Mandated Lead Arranger; or
- (d) any Senior Lender.

Senior Guarantor means the entities listed in part 3 (The Guarantors) of schedule 1 (The Original Parties) of the Senior Facilities Agreement.

Senior Lender means:

- (a) any Senior Original Lender; and
- (b) any other person which has become a lender in accordance with clause 31 (Changes to the Finance Parties) of the Senior Facilities Agreement,

which in each case has not ceased to be a party as such in accordance with the terms of the Senior Facilities Agreement.

Senior Lender Assignment Agreement has the meaning ascribed to the term “Lender Assignment Agreement” in the Senior Facilities Agreement.

Senior Majority Lenders has the meaning ascribed to the term “Majority Lenders” in the Senior Facilities Agreement.

Senior Mandated Lead Arranger means:

- (a) Morgan Stanley Bank, N.A.; and
- (b) Morgan Stanley Principal Funding Inc.

Senior Margin means the percentage rate per annum set out in the Senior Margin Letter.

Senior Margin Letter means the letter dated on or about the date of the Senior Facilities Agreement between the Senior Facility Agent and the Senior Company setting out how the Margin will be determined

Senior Obligor means:

- (a) a Senior Borrower; or

- (b) a Senior Guarantor.

Senior Original Lender means:

- (a) Morgan Stanley Bank, N.A.; and
- (b) Morgan Stanley Principal Funding Inc.

Senior Resignation Letter has the meaning ascribed to the term “Resignation Letter” in the Senior Facilities Agreement.

Senior Utilisation Request means a notice substantially in the form set out in Schedule 3 (Utilisation Request) of the Senior Facilities Agreement.

Subordinated Creditor has the meaning ascribed to that term in the Subordination Agreement.

Subordinated Creditor Accession Deed has the meaning ascribed to that term in the Subordination Agreement.

Subordination Agreement means the subordination agreement dated on or prior to the First Utilisation Date between, amongst others, the Senior Company, Mezzanine Company and the Common Security Agent.

TARGET Day means any day on which TARGET2 is open for the settlement of payments in euro.

TARGET2 means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007.

Transaction Obligor means:

- (a) an Obligor; or
- (b) a Subordinated Creditor.

Transaction Security means the Security created or evidenced or expressed to be created or evidenced under the Common Security Documents.

1.2 Construction

- (a) Where the context so admits, the singular includes the plural and vice versa.
- (b) The headings in this Agreement are for convenience only and are to be ignored in construing this Agreement.
- (c) Any reference in this Agreement to a defined document is a reference to that defined document as amended, varied, novated or supplemented from time to time.
- (d) A person includes any individual, firm, company, corporation, government, state or agency of a state or any association or body (including partnership, trust, fund, joint venture or consortium), or other entity (whether or not having separate legal personality).
- (e) Any reference to a Party or other person (including any Obligor and any Common Secured Party) includes its respective successor(s) in law (including any universal successor

(*Gesamtrechtsnachfolger*) of that person by way of merger (*Verschmelzung*), any other reorganisation contemplated in the German Transformation Act (*Umwandlungsgesetz*) or otherwise) and any assign(s) and transferee(s) of that person and, to the extent legally possible, any legal provision to the contrary is waived.

- (f) Unless otherwise defined herein or unless the context otherwise requires, terms defined or referred to in the Intercreditor Agreement shall have the same meaning when used herein.
- (g) Clause 1.2 (Construction) of the Intercreditor Agreement applies to this Agreement as though it were set out in full in this Agreement.

2. ASSIGNMENT

- (a) Each Assignor hereby assigns for security purposes (*Sicherungsabtretung*) all of its respective Claims to the Common Security Agent.
- (b) The Existing Claims shall pass over to the Common Security Agent on the date hereof, and any Future Claims shall pass over to the Common Security Agent on the date such Future Claims arise.
- (c) In case any kind of a current account relationship (*unechtes oder echtes Kontokorrentverhältnis*) (other than bank accounts) exists at present or comes into existence in future between an Assignor and a Debtor, the relevant Assignor assigns all existing and future rights and claims in respect of the account relationship (including, but not limited to, claims as a result of fixing a balance (*Saldofeststellung*), the rights for termination of the current account relationship and the right for fixing an actual balance) to the Common Security Agent.
- (d) Each Assignor hereby assigns and transfers all rights and claims in respect of any kind of cheques (*Schecks*), bills of exchange (*Wechsel*), notes or commercial papers the respective Assignor receives for the settlement of any assigned Claim to the Common Security Agent. Physical delivery of cheques and bills of exchange for any Claims is replaced by the respective Assignor's obligation to hold them in custody (*Verwahrung*) for the Common Security Agent or, if the respective Assignor does not obtain actual possession of such documents, the respective Assignor hereby assigns in advance the right to physical delivery it has against third parties (*Abtretung des Herausgabeanspruchs*) to the Common Security Agent.
- (e) The Claims are assigned to the Common Security Agent together with all security interests (including any security interest resulting from any retention of title (*Eigentumsvorbehalt*) by the respective Assignor) securing the Claims (or any of them). To the extent that any such security interest is not assigned or transferred to the Common Security Agent as a matter of law, each Assignor hereby assigns or, as applicable, transfers each such security interest to the Common Security Agent.
- (f) To the extent any ancillary right (*Neben-, Hilfs- oder Gestaltungsrechte*) pertaining to any Claim is not assignable as a matter of law, each Assignor hereby authorises the Common Security Agent by way of power of attorney to exercise such ancillary right on behalf of the relevant Assignor if and when the Common Security Agent is entitled to realise the Claims pursuant to Clause 7 (Enforcement and Collection).
- (g) The Common Security Agent hereby accepts each of the assignments and transfers referred to in this Clause 2 (Assignment).

3. PURPOSE OF THE ASSIGNMENT

- (a) The Assignment is constituted in order to secure the full and final satisfaction and discharge of any and all Secured Claims. Each Assignor hereby expressly agrees that the Assignment shall also secure any future extension or increase of the Secured Claims and the Secured Claims as extended or increased from time to time.
- (b) The Parties hereby expressly agree that the provisions of section 1210 para 1 sentence 2 of the German Civil Code (*Bürgerliches Gesetzbuch*) shall not apply analogously to this Agreement.

4. LIST OF CLAIMS

- (a) Each Assignor shall provide to the Common Security Agent promptly (*unverzüglich*) upon:
 - (i) the request of the Common Security Agent whilst an Event of Default is continuing; or
 - (ii) the request of the Common Security Agent which may only be made once per quarteran up-to-date list of all its respective outstanding Claims individually exceeding EUR 5,000.00 (each such list a **List of Claims**).
- (b) Unless otherwise agreed between the Parties in writing, each List of Claims shall:
 - (i) include the names and addresses of the Debtors as well as the outstanding amounts including the invoice date and number and the due dates for payment,
 - (ii) specify which Claims are subject to any prohibition on assignment (*Abtretungsverbot*) or any limitation of assignability (and specify the nature of such prohibition or limitation); and
 - (iii) specify if, in relation to which Claims and in which aggregate amounts counterclaims are held, or have been asserted by, any Debtors as well as the legal basis (*Rechtsgrund*) of each such counterclaim.
- (c) Each Assignor shall have the right to deliver the Lists of Claims (or any of them) on a readable and compatible disk or other electronic data storage medium. The Common Security Agent will contact the Assignors from time to time with a view to agreeing the necessary details.
- (d) For the avoidance of doubt, the Common Security Agent shall also be entitled to any and all Claims if for any reason whatsoever any Claims are not or incompletely contained in any List of Claims.
- (e) If an Assignor employs a third person for its bookkeeping and/or data-processing, the relevant Assignor hereby authorises the Common Security Agent to obtain the Lists of Claims (or any of them) directly from such third person at the relevant Assignor's expense and in accordance with the other provisions of this Clause 4 (List of Claims) of this Agreement.
- (f) The obligations of any Assignor to provide information in relation to the Claims pursuant to the terms of this Agreement shall not require the relevant Assignor to act in violation of the German Federal Data Protection Act (*Bundesdatenschutzgesetz*), the regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) or any applicable law in any way.

5. DISCLOSURE AND NOTIFICATION OF THE ASSIGNMENT

- (a) For the purpose of disclosing the Assignment each Assignor shall:
- (i) on or promptly (*unverzüglich*) (and in any event within 3 (three) Business Days) after the date hereof, with respect to any Existing Claims (other than any Claims arising under or in connection with the Lease Documents, any agreement with respect to a Heritable Building Right or any Subordinated Loans); and
 - (ii) with respect to any Future Claims (other than any Claims under or in connection with the Lease Documents, any agreement with respect to a Heritable Building Right or any Subordinated Loans); upon such Future Claim or, if earlier, the underlying contractual relationship, promptly (*unverzüglich*) upon coming into existence, and in any event within 5 (five) Business Days,

notify each relevant Debtor, with a copy to the Common Security Agent, of the Assignment of the relevant Claim, by delivering a signed notification letter in the form of Schedule 2 (Form of Notification) via registered mail with return receipt (*Einschreiben mit Rückschein*) or via fax or email with confirmation of delivery (*Sendebestätigung*) to each Debtor and shall use reasonable endeavours to procure that each Debtor executes the acknowledgement of notification and accepts the terms of the relevant Assignment in the form set out in Schedule 2 (Form of Notification). Each Assignor will provide the Common Security Agent with a copy of each return receipt (*Rückschein*), or if the notification was sent by fax, of each confirmation of delivery (*Sendebestätigung*) and each acknowledgement of receipt and each acceptance by a Debtor, promptly (*unverzüglich*) upon receipt of such document by the Assignor.

- (b) Whilst an Event of Default is continuing, each Assignor shall promptly (*unverzüglich*) upon the request of the Common Security Agent, with respect to any Claims under or in connection with the Lease Documents, notify each relevant Debtor, with a copy to the Common Security Agent, of the Assignment of the relevant Claim, by delivering a signed notification letter in the form of Schedule 2 (Form of Notification) via registered mail with return receipt (*Einschreiben mit Rückschein*), fax or email to each Debtor and shall use reasonable endeavours to procure that each Debtor executes the acknowledgement of notification and accepts the terms of the relevant Assignment in the form set out in Schedule 2 (Form of Notification). Each Assignor will provide the Common Security Agent with a copy of each return receipt (*Rückschein*), or if the notification was sent by fax or email, of each confirmation of delivery (*Sendebestätigung*) and each acknowledgement of receipt and each acceptance by a Debtor, promptly (*unverzüglich*) upon receipt of such document by the relevant Assignor.
- (c) For the purpose of disclosing the assignment constituted by this Agreement, each Assignor shall also promptly (*unverzüglich*) provide the Common Security Agent (i) in any event within 3 (three) Business Days after the date of this Agreement with one (one) and (ii) at any time thereafter upon the request of the Common Security Agent with any further, notification letters executed in blank in the form of Schedule 2 (Form of Notification) (including the request for and the form of acknowledgement set forth therein) for the purpose of notification of the Debtors of the Assignment of the respective Claim by the Common Security Agent in accordance with Clause 5(d) below. Each Assignor hereby authorises the Common Security Agent to copy such notification letters executed in blank.
- (d) To the extent legally permitted, the Common Security Agent is entitled, and is hereby authorised accordingly and released from any restrictions provided for in section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*) by the Assignors, to notify (in its own name and on behalf of the respective Assignor) each relevant Debtor of the Assignment of the respective Claim at any time whilst an Event of Default is continuing.

- (e) For the purpose of disclosing the Assignments (or any of them) in accordance with Clause 5(d) above, the Common Security Agent may, at its discretion, complete the notification letters executed in blank and delivered to it pursuant to Clause 5(c) above and at any time whilst an Event of Default is continuing:
 - (i) send such letters to the Debtors (or any of them) of the respective Claims;
 - (ii) demand from the relevant Assignor, which shall promptly (*unverzüglich*) comply with such demand, for each Debtor of the respective Claims a signed notification letter in the form of Schedule 2 (Form of Notification) hereto (including the request for and the form of acknowledgement set forth therein), duly completed and addressed to the respective Debtor and send such letters to the relevant Debtors (or any of them);
 - (iii) notify the relevant Debtors (or any of them) of the Assignment of the respective Claims in any other form or way; and/or
 - (iv) request the relevant Assignor, which shall promptly (*unverzüglich*) comply with such request, to notify the relevant Debtors (or any of them) of the Assignment of the respective Claims by delivery of a notification letter substantially in the form of Schedule 2 (Form of Notification) hereto (including the request for and the form of acknowledgement set forth therein) to the respective Debtor.
- (f) The Common Security Agent shall notify the Assignors of its intention to notify the relevant Debtors of the Assignment of the respective Claims in accordance with Clause 5(d) above by giving 1 (one) week's notice. Such notice period is not necessary if (i) the Assignors (or any of them) have generally ceased to make payments or (ii) an application for the commencement of insolvency proceedings over the assets of any of the Assignors is filed by any third person or by the relevant Assignor unless such filing is frivolous or vexatious or (iii) there is reason to believe that observance of such notice period would adversely affect the enforceability of the security interests constituted pursuant to this Agreement (or any of them).

6. THE ASSIGNORS' RIGHTS

Each Assignor shall be entitled to collect (*einziehen*) the respective Claims and to exercise the ancillary rights and claims assigned to the Common Security Agent pursuant to this Agreement in its ordinary course of trading and in accordance with the provisions of the Common Secured Debt Documents (and shall in doing so act with the care of a prudent merchant (*Sorgfalt eines ordentlichen Kaufmannes*)). Such entitlement of the Assignors to collect the Claims and to exercise such ancillary rights and claims shall terminate immediately if the Common Security Agent gives notice to the contrary which the Common Security Agent shall be entitled to do if and at any time when the Common Security Agent is entitled to collect the Claims in accordance with Clause 7 (Enforcement and Collection) of this Agreement.

7. ENFORCEMENT AND COLLECTION

7.1 The Common Security Agent's rights

- (a) The Common Security Agent shall be entitled to realise any and all of the Claims (together with any and all other rights and claims transferred or assigned to the Common Security Agent pursuant to this Agreement) at any time whilst an Event of Default is continuing and if, in addition, any of the Secured Claims have become due and payable.
- (b) The Common Security Agent shall notify the Assignors of its intention to realise the Claims by giving 1 (one) week's prior written notice to the Assignors. Such notification can be effected

simultaneously and in one document with the notification pursuant to Clause 6 (The Assignors' Rights). Such notice period is not necessary if (i) the Assignors (or any of them) have generally ceased to make payments, (ii) an application for the commencement of insolvency proceedings over the assets of any of the Assignors is filed by any third person or by the respective Assignor unless such filing is frivolous or vexatious or (iii) there is reason to believe that observance of such notice period would adversely affect the enforceability of the security interests constituted pursuant to this Agreement (or any of them).

- (c) Upon becoming entitled to enforce, pursuant to this Clause 7.1 (The Common Security Agent's rights), the security interests constituted pursuant to this Agreement, the Common Security Agent may (i) collect, or arrange for the collection of, the Claims (or any of them) in its own name or for its own account, (ii) sell, or arrange for the sale of, the Claims (or any of them) and/or (iii) exercise any and all rights and claims transferred or assigned to the Common Security Agent pursuant to this Agreement. The Common Security Agent may then request that all documents relating to the Claims be handed over to the Common Security Agent, and the Assignors hereby agree to promptly (*unverzüglich*) comply with any such request.
- (d) If and to the extent the Common Security Agent collects any Claims pursuant to this Clause 7.1 (The Common Security Agent's rights), it may take all measures and enter into all agreements with such Debtors which it considers to be expedient. In particular, the Common Security Agent may grant discounts or indulgence to, and/or enter into settlement agreements with, Debtors (or any Debtor).
- (e) Subject to the terms of the Common Secured Debt Documents, the Common Security Agent may determine which part of the Transaction Security, if applicable, shall be used to satisfy the Secured Claims.

7.2 Application of proceeds and allocation of payments

- (a) The proceeds resulting from the enforcement of the security interests constituted pursuant to this Agreement shall be applied by the Common Security Agent towards payment of the Secured Claims in accordance with the respective provisions of the Common Secured Debt Documents.
- (b) Subject to the respective provisions of the Common Secured Debt Documents, until the full and final satisfaction and discharge of all Secured Claims, the Common Security Agent shall be entitled to treat all enforcement proceeds as additional collateral for the Secured Claims, notwithstanding their right to seek satisfaction from such proceeds at any time.
- (c) After the full and final satisfaction and discharge of all Secured Claims any remaining proceeds resulting from the enforcement of the security interests constituted pursuant to this Agreement must promptly (*unverzüglich*) be transferred to the respective Assignor at the cost and expense of the respective Assignor.

8. NO RECOURSE

- (a) The Parties hereby agree that no rights and claims shall pass to or otherwise arise for the benefit of any of the Assignors by subrogation (*gesetzlicher Übergang von Forderungen und Rechten*) or otherwise, including any recourse claims, indemnification claims, claims arising from unjust enrichment (*ungerechtfertigte Bereicherung*) and any right to demand the assignment and/or transfer of any Secured Claims and/or Security, against any Transaction Obligor, any grantor of a Security or any Common Secured Party (as the case may be) which it may (but for this Clause 8 (No Recourse)) acquire as a result of:
 - (i) a payment or repayment by an Assignor of any debt of any other Transaction Obligor under any of the Common Secured Debt Documents; or

- (ii) in case of enforcement of the security constituted pursuant to this Agreement.
- (b) Each of the Assignors furthermore undertakes not to exercise (*pactum de non petendo*), and not to purport to exercise, any such rights and claims which may pass to it or otherwise arise for its benefit notwithstanding this Clause 8 (No Recourse) or would pass to it or otherwise arise for its benefit but for this Clause 8 (No Recourse).

9. REPRESENTATIONS AND WARRANTIES

Each of the Assignors represents and warrants to the Common Security Agent in respect of itself that on the date of this Agreement:

- (a) it is the sole legal and beneficial holder (*Forderungs- bzw. Rechtsinhaber*) of its respective Existing Claims and the other rights and claims transferred or assigned pursuant to this Agreement;
- (b) (i) it has the right to freely dispose (*verfügen*) of its respective Claims and the other rights and claims transferred or assigned pursuant to this Agreement, (ii) and is not subject to any restrictions on assignment or the assignment of the relevant claims is valid pursuant to Section 354a of the German Commercial Code (*Handelsgesetzbuch*), (iii) and such disposition does not violate the rights of any third person, or any contractual undertaking of the respective Assignor to a third person or any regulatory orders; and
- (c) the Claims are not in any way encumbered nor subject to any rights of third persons.

10. UNDERTAKINGS

Each of the Assignors undertakes:

- (a) without prejudice to the other terms of this Agreement, promptly upon written request of the Common Security Agent and at the Assignors' own expense (provided that, if the action is required as a result of the assignment, transfer or sub-participation to any person, then at the expense of such person), to execute each and any other document, make each and any other or additional declaration and take each and any other action, in each case as the Common Security Agent may require for:
 - (i) the creation, perfection and/or protection of the security interests expressed to be constituted, pursuant to this Agreement; and
 - (ii) the enforceability of the security interests expressed to be constituted, pursuant to this Agreement and in particular, if such security interests have become enforceable, for facilitating the realisation of all or any part of the respective Claims and the exercise of all powers, authorities and discretions vested in the Common Security Agent or in any receiver with respect to all or any part of those Claims;
- (b) upon reasonable request of the Common Security Agent to promptly (*unverzüglich*) execute such further documents and do such acts as are necessary in order to fully effect the purpose of this Agreement;
- (c) to inform the Common Security Agent promptly (*unverzüglich*) of any attachments (*Pfändung*) regarding any and all of the respective Claims or any other measures which may impair or jeopardise the Common Security Agent's rights relating to the Claims. In the event of an attachment, the Assignor undertakes to forward to the Common Security Agent promptly (*unverzüglich*) a copy of the attachment order (*Pfändungsbeschluss*), the third

party debt order (*Überweisungsbeschluss*) and all other documents necessary for a defence against the attachment. The relevant Assignor shall inform the attaching creditor promptly (*unverzüglich*) about the Common Security Agent's security interests pursuant to this Agreement;

- (d) not to enter into:
 - (i) any genuine or non-genuine current account arrangement (*echtes oder unechtes Kontokorrentverhältnis*) in respect of the respective Claims (or any of them) during the term of this Agreement without the prior written consent of the Common Security Agent;
 - (ii) any factoring transaction with respect to the respective Claims (or any of them) without the prior written consent of the Common Security Agent;
 - (iii) any Sale Contracts and Property Management Agreements restricting the assignability of its respective Claims; and
 - (iv) any other agreement adversely affecting the assignability of any Claim;
- (e) save as provided under the Common Secured Debt Documents, not to assign (or purport to assign), encumber or sell any of the respective Claims to any third person without the Common Security Agent's prior written consent.
- (f) with respect to any Lease Agreement and any agreement with respect to a Heritable Building Right (the latter limited to monetary claims) to use reasonable efforts to obtain necessary consents in order to effect the assignability of any Claim.

11. RELEASE AND REASSIGNMENT

11.1 Reassignment

After the full and final satisfaction and discharge of all Secured Claims, the Common Security Agent must promptly (*unverzüglich*), at the cost and expense of the Assignors, reassign to the respective Assignor the Claims (together with any and all other rights and claims transferred or assigned to the Common Security Agent pursuant to this Agreement) and surrender the excess proceeds, if any, resulting from the realisation of the Claims. The Common Security Agent will, however, assign any Claims (together with any other right and claim transferred or assigned pursuant to this Agreement pertaining to them) to a third person to the extent that it is obliged to do so by statutory law (at the cost and expense of the Assignors).

11.2 Release

Even prior to the full and final satisfaction and discharge of all Secured Claims, the Common Security Agent is obliged to release, upon an Assignor's request, and at that Assignor's cost and expense, all or part of the Transaction Security (as applicable) (i) if provided for under the terms of the Common Secured Debt Documents or (ii) insofar as the realisable value of the Transaction Security exceeds, not only temporarily, the Secured Claims by more than 10 per cent. The Common Security Agent may, at its discretion, determine which part of the Transaction Security will be released.

12. THE APPLICATION OF THE SECURITY TRUST AGREEMENT

In the event of any conflict between the provisions of this Agreement and the provisions of the Security Trust Agreement, the provisions of this Agreement shall prevail.

13. DURATION AND INDEPENDENCE

13.1 Duration

This Agreement shall remain in full force and effect until the full and final satisfaction and discharge of the Secured Claims. This Agreement shall not cease to exist if any payments made in satisfaction of the Secured Claims have only temporarily discharged the Secured Claims.

13.2 Continuing security

- (a) This Agreement shall create a continuing Security and no change or amendment whatsoever in any Finance Document or in any document or agreement related to it shall affect the validity or limit the scope of this Agreement or the obligations which are imposed on the Assignors pursuant to them.
- (b) The Assignors hereby agree that the Security constituted under or pursuant to this Agreement shall not be affected by any assumption of liability (*Schuldübernahme*) in relation to any of the Secured Claims and hereby expressly consent (*willigen ein*) to any such assumption of liability within the meaning of section 418 para. 1 sentence 3 of the German Civil Code (*Bürgerliches Gesetzbuch*) (including when applied by analogy).

13.3 Independence

This Agreement and the Security constituted hereunder are independent from all other Security or guarantees which may have been or will be given to the Common Security Agent and/or any of the other Finance Parties with respect to any obligation of the Obligors (or any of them). None of such other Security or guarantees in any way prejudices, or is prejudiced by, this Agreement or the Security constituted pursuant to this Agreement.

14. LIABILITY

Neither the Common Security Agent nor any of its agents shall be liable for any costs, losses or liabilities (*Verbindlichkeiten*) arising in connection with the exercise of any of its rights, powers and discretions (including without limitation its rights, powers and discretions in connection with the enforcement of each Assignment) hereunder save for costs, losses, liabilities and expenses arising from the gross negligence (*grobe Fahrlässigkeit*) or wilful misconduct (*Vorsatz*) or fraud of the Common Security Agent.

15. PARTIAL INVALIDITY; WAIVER

15.1 Invalidity

If any provision of this Agreement or part thereof should be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions hereof. The invalid or unenforceable provision shall be replaced by that provision which best meets the intent of the replaced provision. This shall apply analogously with respect to anything which is accidentally not regulated in this Agreement (*Vertragslücke*).

15.2 Waiver

No failure to exercise, nor any delay in exercising, on the part of the Common Security Agent, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law.

16. AMENDMENTS

Changes to and amendments of this Agreement, including this Clause 16 (Amendments), must be made in writing.

17. SUCCESSORS, ASSIGNMENTS AND TRANSFERS

This Agreement shall be binding upon the Parties hereto and, to the extent legally possible, their respective successor(s) in law. The Common Security Agent shall, to the extent permitted under the Common Secured Debt Documents, be entitled to assign (*Abtretung*) or otherwise transfer by way of assignment and transfer by assumption of contract (*Vertragsübernahme*) or any other case at law any and all of its rights and duties pursuant to this Agreement to third parties. An Assignor is entitled to any such transfer with the prior written consent of the Common Security Agent only.

18. NOTICES AND THEIR LANGUAGE

18.1 Notices

Any notice or other communication under or in connection with this Agreement to the Assignors or the Common Security Agent shall be in writing and shall be delivered personally, by post, email or fax and shall be sent to the address, email address or fax number of the Party, and for the attention of the individual or department, applying for the purposes of this Agreement, as set forth in Schedule 3 (Addresses for Notices) hereto or such other address, email address or fax number as is notified in writing by that Party for this purpose to the Common Security Agent or, as the case may be, the Assignors, from time to time.

18.2 Language

Unless otherwise required by statutory German law or unless otherwise agreed in writing from time to time, any notice or other communication under or in connection with this Agreement must be made in the English language or, if in any other language, accompanied by a translation into English. In the event of any conflict between the English text and the text in any other language, the English text prevails (unless the document is a statutory or other official document), except that where a German translation of a legal term appears in such text, the German translation prevails.

19. COMMON SECURITY AGENT PROVISION

- (a) The Common Security Agent executes this Agreement as security agent in the exercise of the powers and authority conferred and vested in it under the Common Secured Debt Documents for and on behalf of the Common Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Agreement in the manner provided for in the Intercreditor Agreement and, in so acting, the Common Security Agent shall have the protections, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Common Secured Debt Documents.

- (b) Save as provided otherwise in the Security Trust Agreement and/or the Intercreditor Agreement, the Common Security Agent shall not owe any fiduciary duties to any party to this Agreement or any of their directors, employees, agents or affiliates.
- (c) Notwithstanding any other provisions of this Agreement, in acting under and in accordance with this Agreement the Common Security Agent is entitled to seek instructions from the Instructing Group in accordance with the provisions of the Intercreditor Agreement and at any time, and where it so acts or refrains from acting on the instructions of the Instructing Group entitled to give it instructions, the Common Security Agent shall not incur any liability to any person for so acting or refraining from acting.

20. APPLICABLE LAW; JURISDICTION

20.1 Governing law

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with the laws of Germany.

20.2 Jurisdiction

- (a) The courts of Frankfurt am Main, Germany have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a **Dispute**).
- (b) The Parties agree that the courts of Frankfurt am Main, Germany are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

21. CONCLUSION OF THIS AGREEMENT (*VERTRAGSSCHLUSS*)

- (a) The parties to this Agreement may choose to conclude this Agreement by an exchange of signed signature pages, transmitted by any means of telecommunication (*telekommunikative Übermittlung*) such as by way of fax or attached as an electronic photocopy (pdf., tif., etc.) to electronic mail.
- (b) If the parties to this Agreement choose to conclude this Agreement pursuant to Clause 21(a) above, they will transmit the signed signature page(s) of this Agreement to Allen & Overy LLP, attn.: Stipe Bojanic, [REDACTED]@AllenOvery.com (the **Recipient**). The Agreement will be considered concluded once the Recipient has actually received the signed signature pages (*Zugang der Unterschriftsseiten*) from all parties to this Agreement (whether by way of fax, electronic photocopy or other means of telecommunication) and at the time of the receipt of the last outstanding signature page(s) by the Recipient.
- (c) For the purposes of this Clause 21 (Conclusion of this Agreement (*Vertragsschluss*)) only, the parties to this Agreement appoint the Recipient as their agent of receipt (*Empfangsvertreter*) and expressly allow (*gestatten*) the Recipient to collect the signed signature page(s) from all and for all parties to this Agreement. For the avoidance of doubt, the Recipient will have no further duties connected with its position as Recipient. In particular, the Recipient may assume the conformity to the authentic original(s) of the signature page(s) transmitted to it by means of telecommunication, the genuineness of all signatures on the original signature page(s) and the signing authority of the signatories.

SCHEDULE 1

THE ASSIGNORS

No.	Name of the Assignor	Jurisdiction of incorporation or formation	Registration number
(1)	Onyx German 2017 Pledgeco S.à r.l.	Luxembourg	B 213.495
(2)	Onyx German 2017 Holdco S.à r.l.	Luxembourg	B 213.497
(3)	Onyx Investment 2017 Pledgeco S.à r.l.	Luxembourg	B 213.518
(4)	Onyx Investment 2017 Holdco S.à r.l.	Luxembourg	B 213.524
(5)	Onyx Germany Holdings S.à r.l.	Luxembourg	B 108.365
(6)	Onyx Germany (1) Ltd	England & Wales	05585682
(7)	Onyx Germany (2) Ltd	England & Wales	06168192
(8)	Onyx Germany (3) Ltd	England & Wales	06413971
(9)	Onyx Germany Propco (4) S.à r.l.	Luxembourg	B 168.538
(10)	Onyx Germany Propco (5) S.à r.l.	Luxembourg	B 168.668
(11)	Onyx Germany Propco (6) S.à r.l.	Luxembourg	B 168.686
(12)	Onyx Bad Schönborn S.à r.l.	Luxembourg	B 122.349
(13)	Onyx Borsigstrasse S.à r.l.	Luxembourg	B 125.486
(14)	Onyx Ladbergen S.à r.l.	Luxembourg	B 128.466
(15)	Onyx Geldern S.à r.l.	Luxembourg	B 127.606
(16)	Onyx Querumer Forst S.à r.l.	Luxembourg	B 122.678
(17)	Onyx Paderborn S.à r.l.	Luxembourg	B 122.677
(18)	Onyx Miraustrasse S.à r.l.	Luxembourg	B 122.672
(19)	Onyx Rodenbach S.à r.l.	Luxembourg	B 118.272
(20)	Onyx Regensburg S.à r.l.	Luxembourg	B 118.271
(21)	Onyx Germany Propco (7) S.à r.l.	Luxembourg	B 118.270
(22)	Onyx Viersen S.à r.l.	Luxembourg	B 117.134
(23)	Onyx Neukirchen-Vluyn S.à r.l.	Luxembourg	B 117.133

(24)	Onyx Holzhauser Markt S.à r.l.	Luxembourg	B 116.882
(25)	Onyx Pleidelsheim S.à r.l.	Luxembourg	B 116.361
(26)	Onyx Waldstrasse S.à r.l.	Luxembourg	B 116.360
(27)	Onyx Soltau S.à r.l.	Luxembourg	B 116.358
(28)	Onyx Leipzig S.à r.l.	Luxembourg	B 115.158
(29)	Onyx Gottmadingen S.à r.l.	Luxembourg	B 115.148
(30)	Onyx Troisdorf S.à r.l.	Luxembourg	B 113.506
(31)	Onyx Braunschweig S.à r.l.	Luxembourg	B 113.505
(32)	Onyx Gladbeck S.à r.l.	Luxembourg	B 113.238
(33)	Onyx Hannover S.à r.l.	Luxembourg	B 113.226
(34)	Onyx Germany Propco (8) S.à r.l.	Luxembourg	B 113.225
(35)	Onyx Düsseldorf S.à r.l.	Luxembourg	B 111.201
(36)	Onyx Cologne S.à r.l.	Luxembourg	B 111.200
(37)	Onyx Philipp-Reis-Strasse S.à r.l.	Luxembourg	B 111.199
(38)	Onyx Bremen S.à r.l.	Luxembourg	B 110.931
(39)	Onyx Dormagen S.à r.l.	Luxembourg	B 110.924
(40)	Onyx Neuss S.à r.l.	Luxembourg	B 109.133
(41)	EREIP German Propco S.à r.l.	Luxembourg	B 217.673

SCHEDULE 2

FORM OF NOTIFICATION

[Letterhead of the Assignor] [Name and address of debtor]

[insert date and place]	[Datum und Ort einfügen]
<p>Dear Sirs,</p> <p>We hereby give you notice that pursuant to a global assignment agreement entered into by us in favour of [insert name and address of the Common Security Agent] (the Common Security Agent) dated [insert date of the assignment agreement], we have assigned to the Common Security Agent by way of security assignment all our present and future claims against you together with all ancillary rights and claims pertaining thereto including the claims set out in Annex 1 hereto. We are authorised by the Common Security Agent to collect the assigned claims in our own name and for our own account and to exercise any rights and claims in the ordinary course of trading until and unless you receive a notification from the Common Security Agent or ourselves to the contrary.</p> <p>Please acknowledge receipt of this notice and your agreement with the terms hereof by counter-signing this letter and returning the same to us.</p>	<p>Sehr geehrte Damen und Herren,</p> <p>Wir teilen Ihnen hierdurch mit, dass wir mit Abtretungsvertrag (Globalzessionsvertrag) vom [Datum des Abtretungsvertrages einfügen] sämtliche bestehenden und künftigen Forderungen mit allen dazugehörenden Rechten und Ansprüchen gegen Sie an [Name und Adresse des Sicherheitentreuhänders einfügen] (der "Sicherheitentreuhänder") im Wege der Sicherungsabtretung abgetreten haben, einschließlich der in Anlage 1 genannten Forderungen. Wir sind vom Sicherheitentreuhänder ermächtigt, alle Zahlungen betreffend die abgetretenen Forderungen im eigenen Namen und für eigene Rechnung einzuziehen und entgegenzunehmen und unsere Rechte im Rahmen des gewöhnlichen Geschäftsbetriebs auszuüben, wenn und soweit sie keine anderslautende Mitteilung des Sicherheitentreuhänders oder durch uns erhalten.</p> <p>Bitte bestätigen Sie den Erhalt dieser Benachrichtigung und Ihr Einverständnis mit den herein enthaltenen Bestimmungen durch Gegenzeichnung dieser Benachrichtigung und Rücksendung an uns.</p>
Yours faithfully,	Mit freundlichen Grüßen
[insert full name of the Assignor]	[Namen des Sicherungsgebers einfügen]
<p>By: _____</p> <p>Name:</p> <p>Title:</p>	<p>By: _____</p> <p>Name:</p> <p>Title:</p>
<p>Acknowledgement of the debtor</p> <p>We acknowledge receipt of this notification letter and confirm our agreement with the terms thereof.</p>	<p>Bestätigung des Drittschuldners</p> <p>Wir bestätigen den Erhalt der Benachrichtigung und erklären unser Einverständnis mit den darin enthaltenen Bestimmungen.</p>

<p>[insert full name of the debtor]</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>[den vollständigen Namen des Drittschuldners einfügen]</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Datum: _____</p>
--------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------

ANNEX 1/ANLAGE 1

DETAILS OF ASSIGNED CLAIMS/EINZELHEITEN DER ABGETRETENEN FORDERUNGEN

SCHEDULE 3

ADDRESSES FOR NOTICES

To the Assignors:	Onyx German 2017 Pledgeco S.à r.l. 2-4, rue Eugène Ruppert L-2453 Luxembourg
	Attn.: Project Hammersmith-Financing E-Mail: notices@bre-europe.lu

To the Common Security Agent:	ELAVON FINANCIAL SERVICES DAC Fifth Floor, 125 Old Broad Street, London EC2N 1AR
	Attn.: Relationship Management E-Mail: loan.rm@usbank.com

SIGNATORIES

THE ASSIGNORS

ONYX GERMANY HOLDINGS S.À R.L.
BRE/Management Urban Logistics S.A. by:
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX GERMANY PROPCO (7) S.À R.L.
BRE/Management Urban Logistics S.A. by:
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX GERMANY (1) LTD
represented by a duly authorised signatory

Name

ONYX VIERSEN S.À R.L.
BRE/Management Urban Logistics S.A. by:
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX GERMANY (2) LTD
represented by a duly authorised signatory

Name

ONYX NEUKIRCHEN-VLUYN S.À R.L.
BRE/Management Urban Logistics S.A. by:
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX GERMANY (3) LTD
represented by a duly authorised signatory

Name

ONYX HOLZHAUSER MARKT S.À R.L.
BRE/Management Urban Logistics S.A. by:
represented by a duly authorised signatory



Name **Paulina Denis**

SIGNATORIES

THE ASSIGNORS

ONYX GERMANY HOLDINGS S.À R.L.

represented by a duly authorised signatory

Name

ONYX GERMANY PROPCO (7) S.À R.L.

represented by a duly authorised signatory

Name

ONYX GERMANY (1) LTD

represented by a duly authorised signatory

Name



PANAYOT VASILEV

ONYX VIERSEN S.À R.L.

represented by a duly authorised signatory

Name

ONYX GERMANY (2) LTD

represented by a duly authorised signatory

Name



PANAYOT VASILEV

ONYX NEUKIRCHEN-VLUYN S.À R.L.

represented by a duly authorised signatory

Name

ONYX GERMANY (3) LTD

represented by a duly authorised signatory

Name



PANAYOT VASILEV

ONYX HOLZHAUSER MARKT S.À R.L.

represented by a duly authorised signatory

Name

ONYX GERMANY PROPCO (4) S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX PLEIDELSHEIM S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX GERMANY PROPCO (5) S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX WALDSTRASSE S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX GERMANY PROPCO (6) S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



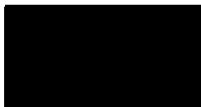
Name **Paulina Denis**

ONYX SOLTAU S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX BAD SCHÖNBORN S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX LEIPZIG S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX BORSIGSTRASSE S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX GOTTMADINGEN S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX LADBERGEN S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX TROISDORF S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX GELDERN S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX BRAUNSCHWEIG S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX QUERUMER FORST S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX GLADBECK S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX PADERBORN S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX HANNOVER S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX MIRAUSTRASSE S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX GERMANY PROPCO (8) S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX RODENBACH S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX DÜSSELDORF S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX REGENSBURG S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX COLOGNE S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



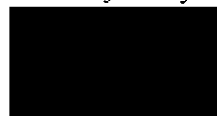
Name **Paulina Denis**

ONYX DORMAGEN S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX PHILIPP-REIS-STRASSE S.À R.L.
BRE/Management Urban Logistics S.A. *by:*
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX NEUSS S.À R.L.
BRE/Management Urban Logistics S.A. by:
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX BREMEN S.À R.L.
BRE/Management Urban Logistics S.A. by:
represented by a duly authorised signatory



Name **Paulina Denis**

EREIP GERMAN PROPCO S.À R.L.
BRE/Management Urban Logistics S.A. by:
represented by a duly authorised signatory



Name **Paulina Denis**

ONYX GERMAN 2017 PLEDGECO S.À R.L.
BRE/Management Europe DE S.A. by:
represented by a duly authorised signatory



Name **Michael Dietrich**

ONYX GERMAN 2017 HOLDCO S.À R.L.
BRE/Management Europe DE S.A. by:
represented by a duly authorised signatory



Name **Michael Dietrich**

ONYX INVESTMENT 2017 PLEDGECO
S.À R.L.
BRE/Management Global DE S.A. by:
represented by a duly authorised signatory

Name **Paul-Alexandre Rischard**

ONYX INVESTMENT 2017 HOLDCO S.À R.L.
BRE/Management Global DE S.A. by:
represented by a duly authorised signatory

Name **Paul-Alexandre Rischard**

ONYX NEUSS S.À R.L.

represented by a duly authorised signatory

Name

ONYX BREMEN S.À R.L.

represented by a duly authorised signatory

Name

EREIP GERMAN PROPCO S.À R.L.

represented by a duly authorised signatory

Name

ONYX GERMAN 2017 PLEDGECO S.À R.L.

represented by a duly authorised signatory

Name

ONYX GERMAN 2017 HOLDCO S.À R.L.

represented by a duly authorised signatory

Name

**ONYX INVESTMENT 2017 PLEDGECO
S.À R.L.**

BRE/Management Global DE S.A. by :
represented by a duly authorised signatory

Name **Paul-Alexandre Rischard**

ONYX INVESTMENT 2017 HOLDCO S.À R.L.

BRE/Management Global DE S.A. by :
represented by a duly authorised signatory

Name **Paul-Alexandre Rischard**

THE COMMON SECURITY AGENT

ELAVON FINANCIAL SERVICES DAC

By:



Christian Hain
Authorised Signatory

Authorised Signatory

By:



Edward Hollows
Authorised Signatory

Authorised Signatory