



Registration of a Charge

Company name: **ONYX GERMANY (3) LTD**

Company number: **06413971**



X6LP0RL4

Received for Electronic Filing: **20/12/2017**

Details of Charge

Date of creation: **15/12/2017**

Charge code: **0641 3971 0020**

Persons entitled: **CBRE LOAN SERVICES GMBH AS SECURITY AGENT**

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: 6413971

Charge code: 0641 3971 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th December 2017 and created by ONYX GERMANY (3) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th December 2017 .

Given at Companies House, Cardiff on 21st December 2017

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**

CONFIRMATORY SECURITY AGREEMENT

15 December 2017

THE COMPANIES IN SCHEDULE 1

as Chargors

and

CBRE LOAN SERVICES GMBH

as Security Agent

relating to the Hammersmith portfolio

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 15 December 2017 and is made

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 as chargors (each a **Chargor**, together the **Chargors**); and
- (2) **CBRE LOAN SERVICES GMBH** (the **Security Agent**), a private limited company (*Gesellschaft mit beschränkter Haftung*) incorporated under the laws of Federal Republic of Germany with business address at Bockenheimer Landstraße 24, 60323 Frankfurt am Main and registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt am Main with the registration number HRB 97544 as security trustee for the Secured Parties.

BACKGROUND:

- (A) Pursuant to a security document dated 15 June 2017 between Onyx German 2017 Holdco S.à r.l., Onyx Investment 2017 Holdco S.à r.l. (together the **CP Chargors**) and the Security Agent (the **Original CP Security Agreement**), the CP Chargors created Security over certain of their assets as security for, among other things, the present and future obligations and liabilities of each Transaction Obligor under the Finance Documents (as amended or supplemented).
- (B) Pursuant to a security document dated 16 June 2017 between the Chargors and the Security Agent (the **Original CS Security Agreement**, together with the Original CP Security Agreement, the **Original Security Agreements**), the Chargors created Security over certain of their assets as security for, among other things, the present and future obligations and liabilities of each Transaction Obligor under the Finance Documents (as amended or supplemented).
- (C) The English law governed senior facilities agreement dated 15 June 2017 between (amongst others) the Chargors and the Security Agent (the **Senior Facilities Agreement**) has been amended by an Amendment and Restatement Deed dated on or about the date of this Deed between, among others, the Chargors and the Security Agent (the **Amendment and Restatement Deed**).
- (D) Notwithstanding the Amendment and Restatement Deed, the Chargors and the Security Agent consider that the Security created by the Chargors under the Original Security Agreements secures payment of the Secured Liabilities (as defined below), but enter into this Deed in case it does not.
- (E) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. INTERPRETATION

- (a) In this Deed:
 - (i) **Charged Companies** means each of:
 - (A) Onyx Germany (1) Ltd (previously known as Hansteen Germany Limited), a private limited liability company incorporated under the laws of England under number 05585682;
 - (B) Onyx Germany (2) Ltd (previously known as Hansteen Germany (2) Limited), a private limited liability company incorporated under the laws of England under number 06168192; and

- (C) Onyx Germany (3) Ltd (previously known as Hansteen Germany (3) Limited), a private limited liability company incorporated under the laws of England under number 06413971;
- (ii) **Related Rights** means:
- (A) any dividend, interest or other distribution paid or payable in relation to any Shares; and
- (B) any right, money or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
- (iii) **Secured Liabilities** means all present and future obligations and liabilities (whether actual or contingent and whether owned jointly, severally or in any other capacity whatsoever and whether originally incurred by a Transaction Obligor or by some other person) of each Transaction Obligor to the Finance Parties (or any of them) under each of the Finance Documents each as amended, varied, supplemented or novated from time to time, including without limitation any parallel debt obligation, any increase of principal or interest and any extension of maturity, novation, deferral or extension of such liabilities, in each case, together with any and all liabilities arising out of unjust enrichment or tort or other liabilities for damages or restitution in relation to the foregoing; and
- (iv) **Shares** means all of the shares in the share capital of the Charged Companies.
- (b) Capitalised terms defined in the Senior Facilities Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (c) The provisions of clause 1.2 (Construction) to 1.7 (Luxembourg terms) (inclusive) of the Senior Facilities Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Senior Facilities Agreement are to be construed as references to this Deed.
- (d) In this Deed:
- (i) a reference to a Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments and supplements however fundamental to that Finance Document or other document, including any amendment or supplement providing for further advances, any extension of or any increase in the amount of a facility or any additional facility;
- (ii) the term **this Security** means any security created by or pursuant to this Deed;
- (iii) a reference to any asset, unless the context otherwise requires, includes any present and future asset; and
- (iv) unless the context otherwise requires, the term **enforceable** when used in the context of this Deed means enforceable in accordance with clause 7.1 (Event of Default) of the Original Security Agreements as incorporated into this Deed by Clause 3 (Incorporation).
- (e) Any covenant of a Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.

- (f) If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

1.2 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Secured Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Contracts (Rights of Third Parties) Act 1999.

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security by each Chargor for the payment and satisfaction of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.
- (c) All the security created under this Deed:
 - (i) is created in case the security created by the Original Security Agreements does not secure all of the Secured Liabilities; and
 - (ii) is created in addition to and does not affect the security created by the Original Security Agreements.
- (d) Where this Deed purports to create a first fixed Security, that Security will be a second ranking Security ranking subject to the equivalent Security created by the Original Security Agreements until such time as the Security created by the Original Security Agreements ceases to have effect.
- (e) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreements and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Deed,

that second assignment will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant Security created by the Original Security Agreements ceases to have effect at a time when this Deed still has effect.

2.2 Insurances

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption:

- (a) all of its rights under any Insurance Policy taken out by it or on its behalf or in which it has an interest and in each case which is governed by English law; and
- (b) all monies payable and all monies paid to it under or in respect of all such Insurance Policies.

2.3 Hedging

Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Hedge Arrangement to which it is a party.

2.4 Acquisition Agreement

Each CP Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any Acquisition Agreement.

2.5 Shares

Each CP Chargor charges by way of a first fixed charge:

- (a) all the Shares owned by it or held by any nominee or trustee on its behalf, now or in the future; and
- (b) all Related Rights.

3. INCORPORATION

- (a) The provisions of clause 3 (Restrictions on dealings) to 20 (Counterparts) (inclusive) (other than clause 4 (Insurances) to 6 (Acquisition Agreement) (inclusive)) and clause 22 (Enforcement) of the Original CP Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.
- (b) The provisions of clause 3 (Restrictions on dealings) to 20 (Counterparts) (inclusive) (other than clause 4 (Shares) to 6 (Hedging) (inclusive)) and clause 22 (Enforcement) of the Original CS Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed.
- (c) The Parties agree that the Chargors will not be deemed to be in breach of Clause 3.1 (Security) of each Original Security Agreement solely by reason of entering into this Deed or the existence of this Security.

4. INSURANCES

If at any time any Original Security Agreement ceases to have effect when this Deed still has effect and the Security Agent notifies the relevant Chargors of the same (such notification being the **Security Agent Notice**), each relevant Chargor must, in respect of any Insurance Policy taken out by it or on its behalf or in which it has an interest and in each case which is governed by English law:

- (a) (in respect of any Insurance Policy which is in place on the date of the Security Agent Notice) within five Business Days of receipt of the Security Agent Notice or (in respect of any Insurance Policy which is entered into following the date of Security Agent Notice) within five Business Days of the entry into such Insurance Policy) serve a notice of assignment, substantially in the form of part 1 of schedule 2 (Form of Letter for Insurer) of the relevant Original Security Agreement, on the insurer; and
- (b) use reasonable endeavours to ensure that each such insurer acknowledges that notice, substantially in the form of part 2 of schedule 2 (Acknowledgement of Insurer) of the relevant Original Security Agreement.

5. HEDGING

If at any time any Original Security Agreement ceases to have effect when this Deed still has effect and the Security Agent notifies the relevant Chargors of the same (such notification being the **Security Agent Notice**), each relevant Chargor must:

- (a) promptly (and in any event within five Business Days of receipt of the Security Agent Notice) serve a notice of assignment, substantially in the form of part 1 of schedule 3 (Form of Letter for Hedge Counterparty) of the relevant Original Security Agreement, on each Hedge Counterparty to any Hedge Arrangement to which it is a party; and
- (b) use reasonable endeavours to ensure that such Hedge Counterparty acknowledges that notice, substantially in the form of part 2 of schedule 3 (Form of Letter for Hedge Counterparty) of the relevant Original Security Agreement.

6. ACQUISITION AGREEMENTS

If at any time the Original CP Security Agreement ceases to have effect when this Deed still has effect and the Security Agent notifies the CP Chargors of the same (such notification being the **Security Agent Notice**), each CP Chargor must:

- (a) promptly (and in any event within five Business Days of receipt of the Security Agent Notice) serve a notice of assignment, substantially in the form of part 1 of schedule 4 (Form of Letter for Vendor) of the Original CP Security Agreement, on the Vendor; and
- (b) use reasonable endeavours to ensure that the Vendor acknowledges that notice, substantially in the form of part 2 of schedule 4 (Form of Letter for Vendor) of the Original CP Security Agreement.

7. MISCELLANEOUS

- (a) The Original Security Agreements will remain in full force and effect.
- (b) This Deed is designated a Finance Document.

8. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

SCHEDULE 1

THE CHARGORS

- (1) **ONYX GERMAN 2017 HOLDCO S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the register under number B213497.
- (2) **ONYX INVESTMENT 2017 HOLDCO S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the register under number B213524.
- (3) **ONYX GERMANY HOLDINGS S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B108365.
- (4) **ONYX BAD SCHÖNBORN S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B122349.
- (5) **ONYX BORSIGSTRASSE S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B125486.
- (6) **ONYX BRAUNSCHWEIG S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B113505.
- (7) **ONYX BREMEN S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B110931.
- (8) **ONYX COLOGNE S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B111200.
- (9) **ONYX DORMAGEN S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B110924.
- (10) **ONYX DÜSSELDORF S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B111201.
- (11) **ONYX GELDERN S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B127606.

- (12) **ONYX GERMANY (1) LTD**, a private limited liability company incorporated under the laws of England under number 05585682, having its registered office at c/o M7 Real Estate Ltd, 4th Floor, The Crane Building, 22 Lavington Street, London, SE1 0NZ.
- (13) **ONYX GERMANY (2) LTD**, a private limited liability company incorporated under the laws of England under number 06168192, having its registered office at c/o M7 Real Estate Ltd, 4th Floor, The Crane Building, 22 Lavington Street, London, SE1 0NZ.
- (14) **ONYX GERMANY (3) LTD**, a private limited liability company incorporated under the laws of England under number 06413971, having its registered office at c/o M7 Real Estate Ltd, 4th Floor, The Crane Building, 22 Lavington Street, London, SE1 0NZ.
- (15) **ONYX GERMANY PROPCO (4) S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B168538.
- (16) **ONYX GERMANY PROPCO (5) S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B168668.
- (17) **ONYX GERMANY PROPCO (6) S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B168686.
- (18) **ONYX GERMANY PROPCO (7) S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at y and registered with the Register under number B118270.
- (19) **ONYX GERMANY PROPCO (8) S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B113225.
- (20) **ONYX GLADBECK S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B113238.
- (21) **ONYX GOTTMADINGEN S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B115148.
- (22) **ONYX HANNOVER S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B113226.
- (23) **ONYX HOLZHAUSER MARKT S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B116882.

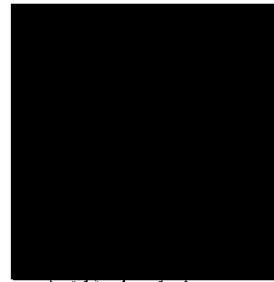
- (24) **ONYX LADBERGEN S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B128466.
- (25) **ONYX LEIPZIG S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B115158.
- (26) **ONYX MIRAUSTRASSE S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B122672.
- (27) **ONYX NEUKIRCHEN-VLUYN S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B117133.
- (28) **ONYX NEUSS S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B109133.
- (29) **ONYX PADERBORN S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B122677.
- (30) **ONYX PHILIPP-REIS-STRASSE S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B111199.
- (31) **ONYX PLEIDELSHEIM S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B116361.
- (32) **ONYX QUERUMER FORST S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 52-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B122678.
- (33) **ONYX REGENSBURG S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B118271.
- (34) **ONYX RODENBACH S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B118272.
- (35) **ONYX SOLTAU S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B116358.
- (36) **ONYX TROISDORF S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B113506.

- (37) **ONYX VIERSEN S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B117134.
- (38) **ONYX WALDSTRASSE S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Register under number B116360.

SIGNATORIES

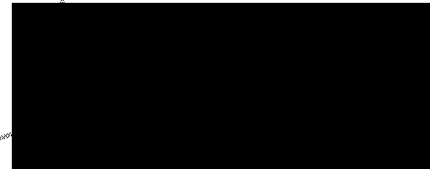
Chargors

SIGNED as a **DEED** on behalf of)
ONYX GERMAN 2017 HOLDCO S.À R.L.)
a company incorporated in Luxembourg, by)
Diana Hoffmann)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)



Authorised signatory

SIGNED as a **DEED** on behalf of)
ONYX INVESTMENT 2017 HOLDCO S.À R.L.)
a company incorporated in Luxembourg, by)
Paul-Alexandre Rischard)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)



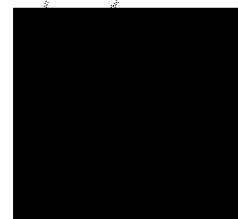
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a company incorporated in Luxembourg, by)
Diana Hoffmann)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)



Authorised signatory

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ONYX BAD SCHÖNBORN S.À R.L.)
a company incorporated in Luxembourg, by)
Diana Hoffmann)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)



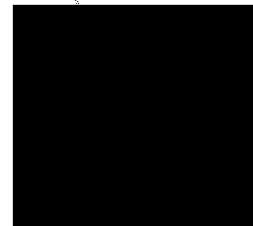
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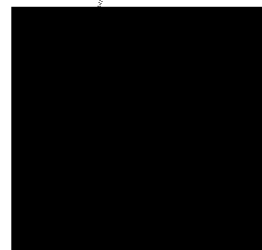
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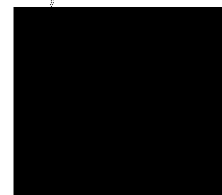
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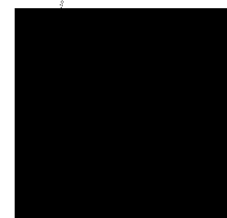
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that territory, is acting under the authority of the
company



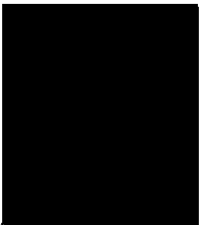
Authorised signatory

SIGNED as a **DEED** on behalf of
ONYX PADERBORN S.À R.L.
a company incorporated in Luxembourg, by
Diana Hoffmann
.....
being a person who, in accordance with the laws of
that territory, is acting under the authority of the
company

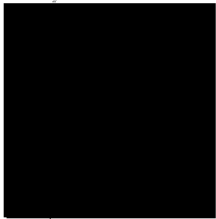


Authorised signatory

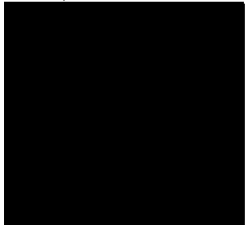
SIGNED as a **DEED** on behalf of)
ONYX TROISDORF S.À R.L.)
a company incorporated in Luxembourg, by)
Diana Hoffmann)
.....)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)


Authorised signatory


SIGNED as a **DEED** on behalf of)
ONYX WALDSTRASSE S.À R.L.)
a company incorporated in Luxembourg, by)
Diana Hoffmann)
.....)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)


Authorised signatory

SIGNED as a **DEED** on behalf of)
ONYX PHILIPP-REIS-STRASSE S.À R.L.)
a company incorporated in Luxembourg, by)
Diana Hoffmann)
.....)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)


Authorised signatory

SIGNED as a **DEED** on behalf of)
ONYX SOLTAU S.À R.L.)
a company incorporated in Luxembourg, by)
Diana Hoffmann)
.....)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)


Authorised signatory

SIGNED as a **DEED** on behalf of)
ONYX VIERSEN S.À R.L.)
a company incorporated in Luxembourg, by)
Diana Hoffmann)
.....)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)

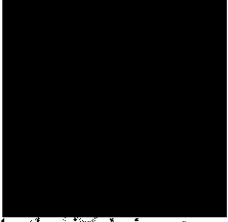

Authorised signatory

SIGNED as a **DEED** on behalf of)
ONYX BREMEN S.À R.L.)
a company incorporated in Luxembourg, by)
)
Diana Hoffmann)
.....)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)



Authorised signatory

SIGNED as a **DEED** on behalf of)
ONYX RODENBACH S.À R.L.)
a company incorporated in Luxembourg, by)
)
Diana Hoffmann)
.....)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)




Authorised signatory

SIGNED as a **DEED** on behalf of)
ONYX GERMANY PROPCO (7) S.À R.L.)
a company incorporated in Luxembourg, by)
)
Diana Hoffmann)
.....)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)



Authorised signatory

SIGNED as a **DEED** on behalf of)
ONYX GERMANY PROPCO (8) S.À R.L.)
a company incorporated in Luxembourg, by)
)
Diana Hoffmann)
.....)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)




Authorised signatory

SIGNED as a **DEED** on behalf of)
ONYX GELDERN S.À R.L.)
a company incorporated in Luxembourg, by)
)
Diana Hoffmann)
.....)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)

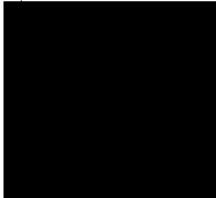


Authorised signatory


SIGNED as a DEED on behalf of)
ONYX GLADBECK S.À R.L.)
a company incorporated in Luxembourg, by)
Diana Hoffmann)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)


Authorised signatory

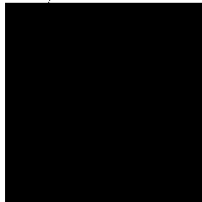
SIGNED as a DEED on behalf of)
ONYX NEUSS S.À R.L.)
a company incorporated in Luxembourg, by)
Diana Hoffmann)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)


Authorised signatory


SIGNED as a DEED on behalf of)
ONYX BORSIGSTRASSE S.À R.L.)
a company incorporated in Luxembourg, by)
Diana Hoffmann)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)


Authorised signatory

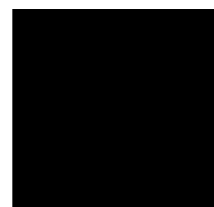
SIGNED as a DEED on behalf of)
ONYX BRAUNSCHWEIG S.À R.L.)
a company incorporated in Luxembourg, by)
Diana Hoffmann)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)


Authorised signatory

SIGNED as a DEED on behalf of)
ONYX LADBERGEN S.À R.L.)
a company incorporated in Luxembourg, by)
Ms. Solveig Diana Hoffmann)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)


Authorised signatory

SIGNED as a **DEED** on behalf of)
ONYX DÜSSELDORF S.À R.L.)
a company incorporated in Luxembourg, by)
)
.....)
Diana Hoffmann)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)



Authorised signatory

SIGNED as a **DEED** on behalf of)
ONYX HANNOVER S.À R.L.)
a company incorporated in Luxembourg, by)
)
.....)
Diana Hoffmann)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)



Authorised signatory

SIGNED as a **DEED** on behalf of)
ONYX GOTTMADINGEN S.À R.L.)
a company incorporated in Luxembourg, by)
)
.....)
Diana Hoffmann)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)



Authorised signatory

SIGNED as a **DEED** on behalf of)
ONYX PLEIDELSHEIM S.À R.L.)
a company incorporated in Luxembourg, by)
)
.....)
Diana Hoffmann)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)



Authorised signatory

SIGNED as a **DEED** on behalf of)
ONYX REGENSBURG S.À R.L.)
a company incorporated in Luxembourg, by)
)
.....)
Diana Hoffmann)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)



Authorised signatory

SIGNED as a DEED on behalf of)
ONYX QUERUMER FORST S.À R.L.)
a company incorporated in Luxembourg, by)
Diana Hoffmann)
.....)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)



Authorised signatory

SIGNED as a DEED on behalf of)
ONYX NEUKIRCHEN-VLUYN S.À R.L.)
a company incorporated in Luxembourg, by)
Diana Hoffmann)
.....)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)



Authorised signatory

SIGNED as a DEED on behalf of)
ONYX MIRAUSTRASSE S.À R.L.)
a company incorporated in Luxembourg, by)
Diana Hoffmann)
.....)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)



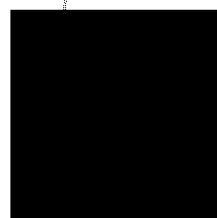
Authorised signatory

SIGNED as a DEED on behalf of)
ONYX GERMANY PROPCO (4) S.À R.L.)
a company incorporated in Luxembourg, by)
Diana Hoffmann)
.....)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)



Authorised signatory

SIGNED as a DEED on behalf of)
ONYX GERMANY PROPCO (5) S.À R.L.)
a company incorporated in Luxembourg, by)
Diana Hoffmann)
.....)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)



Authorised signatory

SIGNED as a **DEED** on behalf of)
ONYX GERMANY PROPCO (6) S.À R.L.)
a company incorporated in Luxembourg, by)
)
Diana Hoffmann)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)



Authorised signatory

SIGNED as a **DEED** by)
ONYX GERMANY (1) LTD)
acting by)
)
)
a director, in the presence of:)

Director

Witness's signature
Name:
Address:
.....

SIGNED as a **DEED** by)
ONYX GERMANY (2) LIMITED)
acting by)
)
)
a director, in the presence of:)

Director

Witness's signature
Name:
Address:
.....

SIGNED as a DEED on behalf of)
ONYX GERMANY PROPCO (6) S.À R.L.)
a company incorporated in Luxembourg, by)
.....)
being a person who, in accordance with the laws of)
that territory, is acting under the authority of the)
company)

Authorised signatory

SIGNED as a DEED by)
ONYX GERMANY (1) LTD)
acting by)
.....)
a director, in the presence of:)

Director

Witness's signature

Name: Victoria O'Sullivan.....

Address: 40 Berkeley Square
London W1J 5AL

SIGNED as a DEED by)
ONYX GERMANY (2) LIMITED)
acting by)
.....)
a director, in the presence of:)

Director

Witness's signature

Name: Victoria O'Sullivan.....

Address: 40 Berkeley Square
London W1J 5AL

SIGNED as a DEED by
ONYX GERMANY (3) LIMITED
acting by

.....
a director, in the presence of:

Witness's signature ...

Name:Victoria O'Sullivan.....

Address:40 Berkeley Square
London W1J 5AL
.....

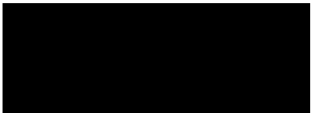
)
)
)
)
)
)
)

Director

Security Agent

**EXECUTED as a DEED by
CBRE LOAN SERVICES GMBH**

By:



**PIOTR TOKARSKI
Authorised Signatory**

By:



**STEVEN HARLE
Authorised Signatory**