



Registration of a Charge

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

Company number: **06413971**



X8G70S3R

Received for Electronic Filing: **16/10/2019**

Details of Charge

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

Charge code: **0641 3971 0031**

Persons entitled: **ELAVON FINANCIAL SERVICES DAC**

Brief description: **N/A.**

Contains fixed charge(s).

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 0031

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd October 2019 and created by ONYX GERMANY (3) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th October 2019 .

Given at Companies House, Cardiff on 17th 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

COMMON MASTER RECEIVABLES PLEDGE AGREEMENT

2 October 2019

BETWEEN

THE PLEDGORS (as defined herein)

as Pledgors

and

ELAVON FINANCIAL SERVICES DAC

as Pledgee

and

THE DEBTORS (as defined herein)

as Debtors

ALLEN & OVERY

Luxembourg

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THIS COMMON MASTER RECEIVABLES PLEDGE AGREEMENT (the **Pledge Agreement**) is dated 2 October 2019 **AND MADE**

BETWEEN

- (1) **THE ENTITIES** listed in Part 1 of Schedule 1 (*The Pledgors*) as pledgors (together the **Pledgors**, each a **Pledgor**);
- (2) **ELAVON FINANCIAL SERVICES DAC** (f/k/a Elavon Financial Services Limited), a Designated Activity Company registered in Ireland with the Companies Registration Office, registered number 418442, with its registered office at Building 8, Cherrywood Business Park, Loughlinstown, Dublin 18, Ireland, acting through its UK Branch from its establishment at 125 Old Broad Street, London EC2N 1AR (Registration No. BR020005) under the trade name U.S. Bank Global Corporate Trust, acting as common security agent and trustee for the Common Secured Parties (as defined below) (the **Pledgee**);

IN THE PRESENCE OF

- (3) **THE ENTITIES** listed in Part 2 of Schedule 1 (*The Debtors*) as debtors (together the **Debtors**, each a **Debtor**, and, together with the Pledgors and the Pledgee, the **Parties**).

WHEREAS

- (A) The Parties enter into this Pledge Agreement in connection with the Senior Facilities Agreement (as defined below) and the Mezzanine Facilities Agreement (as defined below).
- (B) Each Pledgor is or will be the sole owner of the Receivables (as defined below) owed to it.
- (C) Each Pledgor has agreed to grant a pledge over the Receivables (as defined below) owed to it to the Pledgee to secure the Common Secured Obligations (as defined below) in accordance with the terms of this Pledge Agreement.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 Recitals

The recitals (A) to (C) above are an integral part of this Pledge Agreement.

1.2 Definitions

- (a) Terms defined in the Intercreditor Agreement shall, subject to Clause 1.2(b) below, have the same meaning when used in this Pledge Agreement.
- (b) In this Pledge Agreement, unless the contrary intention appears or the context otherwise requires:

Collateral Act 2005 means the Luxembourg act of 5 August 2005 on financial collateral arrangements, as amended.

Common Secured Debt Document has the meaning given to such term in the Intercreditor Agreement.

Common Secured Obligations has the meaning given to such term in the Intercreditor Agreement.

Common Secured Party has the meaning given to such term in the Intercreditor Agreement.

Event of Default has the meaning given to such term in the Intercreditor Agreement.

Facility Agreement has the meaning given to such term in the Intercreditor Agreement.

Intercreditor Agreement means the intercreditor agreement dated on or about the date of this Pledge Agreement between, among others, Onyx German 2017 Pledgeco S.à r.l. and Onyx Investment 2017 Pledgeco S.à r.l. as senior parents and Elavon Financial Services DAC as common security agent.

Luxembourg means the Grand Duchy of Luxembourg.

Mezzanine Discharge Date has the meaning given to such term in the Intercreditor Agreement.

Mezzanine Facilities Agreement has the meaning given to such term in the Intercreditor Agreement.

Obligor has the meaning given to such term in the Intercreditor Agreement.

Pledges means the security interests (pledges - *gages*) over the Receivables created and constituted by, and in accordance with, this Pledge Agreement and **Pledge** means any of them.

Receivables means any and all present and/or future receivables, claims or monies regardless of the nature thereof (including, without limitation, principal, interest, default interest, commissions, expenses, costs and indemnities), in any currency or currencies, whether actual or contingent, whether owed jointly or severally or in any other capacity whatsoever and whether subordinated or not, owed from time to time by any Debtor to any Pledgor.

Security Period means the period beginning on the date of this Pledge Agreement and ending on the later of the Senior Discharge Date and the Mezzanine Discharge Date.

Senior Discharge Date has the meaning given to such term in the Intercreditor Agreement.

Senior Facilities Agreement has the meaning given to such term in the Intercreditor Agreement.

1.3 Miscellaneous

- (a) The provisions of clause 1.2 (*Construction*) of the Intercreditor Agreement apply to this Pledge Agreement as though they were set out in full in this Pledge Agreement except that references to the Intercreditor Agreement are to be construed as

references to this Pledge Agreement.

- (b) A reference to a Clause or a Schedule is a reference to a clause of, or a schedule to, this Pledge Agreement.
- (c) Words importing the singular shall include the plural and vice-versa.

2. CREATION OF THE PLEDGES

As continuing first ranking security for the due and full payment, discharge and performance of the Common Secured Obligations, each Pledgor agrees to pledge and hereby pledges its claims, rights, title and interest in the Receivables owed to it to, and in favour of, the Pledgee, who accepts each of the Pledges.

3. PERFECTION OF THE PLEDGES

- (a) In accordance with article 5 of the Collateral Act 2005 each Pledge is perfected through the execution (*conclusion*) of this Pledge Agreement by each Pledgor and the Pledgee.
- (b) Each Debtor acknowledges the relevant Pledge constituted by this Pledge Agreement, by countersigning this Pledge Agreement.

4. PRESERVATION OF THE PLEDGES

- (a) Each Pledge shall be a continuing security and shall not be considered as satisfied or discharged or prejudiced or waived or released by any intermediate payment, satisfaction or settlement of any part of the Common Secured Obligations and shall remain in full force and effect until it has been released in accordance with Clause 11 (*Release of the Pledges*) below.
- (b) Each Pledge shall be cumulative, in addition to and independent of every other security which the Common Secured Parties may at any time hold as security for the Common Secured Obligations or any rights, powers and remedies provided by law and shall not operate so as in any way to prejudice or affect or be prejudiced or affected by any security interest or other right or remedy which the Common Secured Parties may now or at any time in the future have in respect of the Common Secured Obligations.
- (c) Each of the Pledgors and the Debtors undertake to proceed from time to time to any further formalities and registrations, if any, which may be required under any other applicable laws to perfect the present Pledge and provide evidence thereof to the Pledgee.
- (d) None of the Pledges shall be prejudiced by any time or indulgence granted to any person, or any abstention or delay by the Pledgee in perfecting or enforcing each Pledge or any security interest or rights or remedies that the Common Secured Parties may now or at any time in the future have from or against any of the Pledgors or any other person.
- (e) No failure on the part of the Pledgee to exercise, or delay on its part in exercising, any of its rights under this Pledge Agreement shall operate as a waiver or release

thereof, nor shall any single or partial exercise of any such right preclude any further or other exercise of that or any other rights.

- (f) Neither the obligations of the Pledgors contained in this Pledge Agreement nor the rights, powers and remedies conferred upon the Pledgee by this Pledge Agreement or by law nor any Pledge created hereby shall be discharged, impaired or otherwise affected by:
- (i) any amendment to, or any variation, waiver or release of, any obligation of the Obligors or any other person under this Pledge Agreement or any other Common Secured Debt Document (except for any release granted in accordance with Clause 11 (*Release of the Pledges*)); or
 - (ii) any failure to take, or to fully take, any security contemplated by any of the Common Secured Debt Documents or otherwise agreed to be taken in respect of the Obligors' obligations under any of the Common Secured Debt Documents; or
 - (iii) any failure to realise or to fully realise the value of, or any release, discharge, exchange or substitution of, any security taken in respect of the Obligors' obligations under any of the Common Secured Debt Documents (except for any release granted in accordance with Clause 11 (*Release of the Pledges*)); or
 - (iv) any other act, event or omission (except for any release granted in accordance with Clause 11 (*Release of the Pledges*)) which but for this provision might operate to discharge, impair or otherwise affect any of the obligations of the Pledgors contained in this Pledge Agreement, the rights, powers and remedies conferred upon the Pledgee by this Pledge Agreement, the Pledge or by law.
- (g) Each Pledgor hereby waives any rights (if any) arising for it under article 2037 of the Luxembourg Civil Code or any right it may have of first requiring the Pledgee to proceed against or claim payment from, or to divide any action between and against, any other persons or enforce any guarantee or security before enforcing the Pledges (or any of them).
- (h) Each Pledgor hereby irrevocably waives any right of recourse, right, action and claim (including, for the avoidance of doubt, by way of set-off or by way of provisional measures such as "*saisie-arrêt*") it may have, whether by way of subrogation or directly or of any other nature, against any Obligor and/or any direct and indirect subsidiaries of such Obligor, further to an enforcement of the Pledges (or any of them) by any means whatsoever (including, in particular, the right of recourse any Pledgor may have against any such entity under the terms of article 2028 *et seq.* of the Luxembourg Civil Code). For the avoidance of doubt, this waiver is also effective in respect of any rights of a Pledgor which come into existence prior to an enforcement in particular as a result of interest or other distributions being paid to the Pledgee. For the avoidance of doubt, this waiver is final and will subsist after the expiry of the Security Period. The waiver under this Clause 4(g) shall be for the exclusive benefit of the Pledgee which shall be entitled to waive the benefit thereof by notice sent in writing by the Pledgee to the Pledgors (or any of them) and the

Debtors (or any of them), which will have as an effect that the aforementioned rights of recourse remain in existence as if never waived, without prejudice to the terms of any other Common Secured Debt Document.

(i) Without prejudice to Clause 4 (g) above, until:

- (i) the end of the Security Period; or
- (ii) the Pledgee otherwise directs,

none of the Pledgors shall:

- (A) be entitled (by way of subrogation or otherwise) to any rights of any Common Secured Party (or any trustee or agent on its behalf) or be entitled to any right of contribution or indemnity in respect of any security realised or enforced (in whole or in part) or moneys or value held, received or receivable by any Common Secured Party hereunder, or
- (B) claim, rank, prove or vote as a creditor of any Obligor or Obligor's estate in competition with any Common Secured Party (or any trustee or agent on its behalf).

5. REPRESENTATIONS, WARRANTIES, UNDERTAKINGS AND COVENANTS

5.1 Representations, warranties and undertakings

Each Pledgor hereby represents, warrants and undertakes that, subject to the Pledges and the Common Secured Debt Documents and any enforcement of the Pledges:

- (a) it is (and/or will be and remain) the sole owner of the Receivables owed to it, unless it disposes of those Receivables to the extent such disposal is permitted or required by the Common Secured Debt Documents;
- (b) subject to the Legal Reservations (as defined in the relevant Facility Agreement), the Pledges are not (and none of them is) liable to be avoided or otherwise set aside on the liquidation or insolvency of any Pledgor or otherwise;
- (c) it shall not take any action which may prejudice, directly or indirectly, the validity, the effectiveness or the enforceability of the Pledges (or any of them) or the rights of the Pledgee under or in connection with the Pledges; or have a material adverse effect on the Receivables owed to it, other than, in each case, any such action which constitutes a Permitted Distribution (as defined in the relevant Facility Agreement);
- (d) it shall take all actions which the Pledgee may reasonably request to protect the validity, the effectiveness and the enforceability of the Pledges (or any of them) or the rights of the Pledgee under this Pledge Agreement, including against claims made by third parties;
- (e) it shall not permit, or agree to, the exercise by any person (other than the Pledgee) of, and hereby waives any right which it may have, now or hereafter, to assert, or set-off or counter-claim against, or with respect to, the Receivables owed to it;

- (f) it will use its reasonable endeavours to defend its title to the Receivables owed to it or interest thereto or therein against any and all liens, charges, and any encumbrance (other than the Pledges or as may be created under or pursuant to the Common Secured Debt Documents) however arising; and
- (g) it shall furnish to the Pledgee (promptly upon dispatch or receipt (as applicable)) a copy of any notice, document or other communication which is given or received by it in respect of the Receivables owed to it which would reasonably be expected to adversely affect the relevant Pledge, the value of the Receivables owed to it or the ability of the Pledgee to enforce this Pledge Agreement in any respect.

5.2 Covenants

Each Pledgor covenants that during the Security Period, it will promptly upon becoming aware of it inform the Pledgee of any distress, attachment, execution or other legal process commenced in respect of the Receivables owed to it or any part thereof.

5.3 Repetition of representations and warranties

The representations and warranties set out in this Clause 5 are made on the date of this Pledge Agreement and are deemed to be repeated on each date the Repeating Representations (as defined in each Facility Agreement) are repeated under each Facility Agreement as applying, *mutatis mutandis*, to each Pledgor during the Security Period with reference to the facts and circumstances then existing.

5.4 Duration of undertakings

The undertakings set out in this Clause 5 are given on the date of this Pledge Agreement and remain in force for the entire Security Period.

6. RIGHT TO PRINCIPAL AND INTEREST

- (a) Without prejudice to Clause 7 (*Rights Attached to the Receivables*) below and Clause 6(b) below, each Pledgor shall be entitled to receive and retain any principal and interest paid or to be paid in respect of the Receivables owed to it if and to the extent that the payment of such principal and interest is permitted by the terms and conditions of the Common Secured Debt Documents.
- (b) Whilst an Event of Default is continuing, the Pledgee shall be entitled to elect, by notice sent in writing to any Debtor, to receive and retain any principal and interest paid or to be paid in respect of the Receivables.

7. RIGHTS ATTACHED TO THE RECEIVABLES

Whilst an Event of Default is continuing, the Pledgee shall be entitled to exercise at its discretion, if it so elects, any and all rights (of any nature and whether arising by way of contract, deed, constitutional documents, law, court order or otherwise) of any Pledgor relating to the Receivables owed to it (or any part thereof).

8. LIABILITY TO PERFORM AND FURTHER ASSURANCES

- (a) It is expressly agreed that, notwithstanding anything to the contrary contained in this

Pledge Agreement, each Pledgor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of the Receivables owed to it and the Pledgee shall be under no obligation or liability in this respect. The Pledgee shall not be required in any manner to perform or fulfil any obligations of the Pledgors in respect of the Receivables owed to it, or to make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or take any other action to collect or enforce the payment of any amount to which it may have been or to which it may be entitled hereunder at any time.

- (b) Without prejudice to the other terms of this Pledge Agreement, each Pledgor shall at its 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) promptly and duly execute and do all such assurances, acts and things as the Pledgee may require as being necessary for perfecting or protecting all or any of the rights, powers, authorities and discretions which are for the time being exercisable by the Pledgee under this Pledge Agreement in relation to the Receivables owed to it and for facilitating the enforcement of any such rights or any part thereof in accordance with the terms of this Pledge Agreement and in the exercise of all powers, authorities and discretions vested in the Pledgee. To that effect and without prejudice to the other terms of this Pledge Agreement, each Pledgor shall in particular execute all documents or instruments and give all notices, orders and directions and make all registrations which the Pledgee may think expedient in accordance with the terms of this Pledge Agreement.

9. ENFORCEMENT OF THE PLEDGES

- (a) Whilst an Event of Default is continuing, the Pledgee is entitled to enforce the Pledges (or any of them) immediately, in its absolute discretion and exercise any right under (i) applicable law (including, without limitation, article 11 of the Collateral Act 2005), and/or (ii) this Pledge Agreement and to enforce all or any part of the Pledges in respect of all or any part of the Receivables in any manner it sees fit.
- (b) Whilst an Event of Default is continuing, the Pledgee shall in particular be entitled to appropriate the Receivables at their fair market value as determined by an independent auditor (*réviseur d'entreprises agréé*) or an independent reputable investment bank appointed by the Pledgee (acting on the instructions of the Instructing Group) on the basis of such available elements and facts as deemed relevant by the independent auditor (*réviseur d'entreprises agréé*) or the independent reputable investment bank. The Pledgee may, at its sole discretion, determine the date on which the appropriation becomes effective, including a date before the valuation has been commenced or completed, provided that such effective date falls not earlier than the date on which the relevant Event of Default which is continuing has occurred. The Pledgee can further determine, at its sole discretion, that the right to appropriate all or part of the Receivables be exercised by one or more entities other than the Pledgee (including a special purpose vehicle), it being understood that an appropriation of all or part of the Receivables by such other entities shall be deemed to have the same effects under the Common Secured Debt Documents as if the Pledgee had proceeded with such appropriation.

- (c) Whilst an Event of Default is continuing, the Pledgee shall have the right to enforce or to request enforcement in relation to all or any part of the Receivables at its absolute discretion. No action, choice or absence of action in this respect, or partial enforcement, shall in any manner affect any Pledge as it then shall be (and in particular those Receivables which have not been subject to enforcement). Each Pledge shall continue to remain in full and valid existence until enforcement, discharge or termination hereof, as the case may be.

10. APPLICATION OF PROCEEDS

Whilst an Event of Default is continuing, any monies or value received by the Pledgee in respect of the Receivables before or following the enforcement of the Pledges (or any of them) in accordance with Clause 9 (*Enforcement of the Pledges*) above and/or under the rights and powers hereby conferred shall be applied by the Pledgee in or towards payment and discharge of the Common Secured Obligations in accordance with the terms of the Intercreditor Agreement.

11. RELEASE OF THE PLEDGES

Each Pledge shall be released (at the cost of the Pledgors) at the expiry of the Security Period and the Pledgee will (i) at its discretion or (ii) as otherwise provided for under the terms of a Common Secured Debt Document, but without any representation and warranty, do whatever is necessary to release the Pledges in accordance with the terms of the Facility Agreements. The Pledgee shall in particular inform the Debtors in writing of such release.

12. POWER OF ATTORNEY

- (a) Subject to paragraph (c) below, each Pledgor hereby, in order to fully secure the performance of its obligations hereunder, irrevocably appoints the Pledgee and every person appointed by the Pledgee hereunder to be its attorney (*mandataire*) acting severally, and on its behalf and in its name or otherwise, to execute and do all such acts and things which that Pledgor is required to do and fails to do under the covenants and provisions contained in this Pledge Agreement (including, without limitation, to make any demand upon or to give any notice or receipt to the relevant Debtor or any other person).
- (b) Each Pledgor hereby agrees to promptly ratify and confirm, if need be, whatever any such attorney (as referred to in Clause 12(a) above) shall properly do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in such Clause.
- (c) The powers of attorney set out in this Clause shall only be exercisable whilst an Event of Default is continuing.

13. WAIVERS AND REMEDIES CUMULATIVE

No waiver of any of the terms hereof shall be effective unless in writing. No delay in or non-exercise of any right by the Pledgee shall constitute a waiver. Any waiver may be on such terms as the Pledgee in its absolute discretion sees fit. The rights, powers and discretions of the Pledgee herein are additional to and not exclusive of those provided by law, by any agreement with or other security in favour of the Pledgee including the provisions set out in

the Common Secured Debt Documents.

14. NOTICES

All notices or other communications under this Pledge Agreement shall be sent in accordance with the provisions of clause 36 (*Notices*) of the relevant Facility Agreement.

15. ASSIGNMENT

- (a) None of the Pledgors may assign, novate or otherwise transfer any of its rights and/or obligations under this Pledge Agreement. The Pledgee may assign, novate or otherwise transfer all or any part of its rights and obligations under this Pledge Agreement provided that such assignment, novation or transfer will be effected together with a parallel assignment, novation or transfer under and in accordance with the terms of the Common Secured Debt Documents.
- (b) In case of an assignment, novation or other transfer by the Pledgee or any other Common Secured Party to one or several transferees of all or any part of the Common Secured Obligations and/or of any other rights it may have under any of the Common Secured Debt Documents, to the extent required under applicable law (including for the purpose of article 1278 of the Luxembourg Civil Code) and without prejudice to any other terms hereof or of any other Common Secured Debt Documents, the Pledgee and each Pledgor hereby agree, that in any such event, these Pledges and all rights under this Pledge Agreement shall be preserved, so that the security constituted by this Pledge Agreement shall automatically, and without any formality, benefit any such transferees.
- (c) This Pledge Agreement shall remain in effect despite any amalgamation, merger or demerger (however effected) relating to the Pledgee or any of the Common Secured Parties, and references to the Pledgee or the Common Secured Parties shall be deemed to include any assignee, transferee or successor in title of the Pledgee or the Common Secured Parties and any person who, under any applicable law, has assumed the rights and obligations of the Pledgee or the Common Secured Parties hereunder (or, as applicable, under any other Common Secured Debt Documents) or to which under such laws these rights and obligations have been assigned, novated or transferred in any manner.
- (d) To the extent a further notification, registration or any other step is required by law to give effect to the above, such further notification or registration shall be made or such other step promptly taken, and each Pledgor hereby irrevocably appoints the Pledgee as its attorney (*mandataire*), to make any notifications and/or to proceed to any required registrations, and/or to take any other steps, and each Pledgor undertakes to do so itself at its 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) if so requested by the Pledgee.

16. ROLE OF THE PLEDGEE

- (a) The Pledgee executes this Pledge Agreement as common security agent in the exercise of the rights, powers and authority conferred and vested in it under the Intercreditor Agreement and any other Common Secured Debt Document for and on

behalf of the Common Secured Parties for whom it acts. It will exercise its powers, rights, duties and authority under this Pledge Agreement in the manner provided for in the Intercreditor Agreement and, in so acting, the Pledgee shall have the protections, immunities, limitations of liability, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Intercreditor Agreement and the other Common Secured Debt Documents.

- (b) The Pledgee shall not owe any fiduciary duties to any party to this Pledge Agreement or any of their directors, employees, agents or affiliates.
- (c) Notwithstanding any other provisions of this Pledge Agreement in acting under and in accordance with this Pledge Agreement the Pledgee 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 Pledgee shall not incur any liability to any person for so acting or refraining from acting, save in the event of gross negligence, wilful misconduct or fraud.

17. SEVERABILITY

If, at any time, any provision of this Pledge Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Pledge Agreement nor of such provisions under the law of any other jurisdiction shall in any way be affected or impaired thereby.

18. GOVERNING LAW AND JURISDICTION

- (a) This Pledge Agreement and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, Luxembourg law.
- (b) Any dispute arising in connection with this Pledge Agreement shall be submitted to the courts of the district of Luxembourg-City.
- (c) Nothing in this Clause 18 limits the right of the Pledgee to bring proceedings against any Pledgor in any other court of competent jurisdiction or concurrently in more than one jurisdiction to the extent permitted by applicable law.

19. COUNTERPARTS

This Pledge Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of the Pledge Agreement.

IN WITNESS THEREOF the Parties hereto have executed this Pledge Agreement on the day and year first above written.

SIGNATORIES

THE PLEDGORS

ONYX GERMANY (1) LTD

by: 

Name: Kiril Petrov

Title: Authorised signatory

ONYX GERMANY (2) LTD

by: 

Name: Kiril Petrov

Title: Authorised signatory

ONYX GERMANY (3) LTD

by: 

Name: Kiril Petrov

Title: Authorised signatory

ONYX GERMAN 2017 PLEDGECO S.À R.L.

by: _____

Name: _____

Title: Authorised signatory

ONYX INVESTMENT 2017 PLEDGECO S.À R.L.

by: _____

Name: _____

Title: Authorised signatory

SIGNATORIES

THE PLEDGORS

ONYX GERMANY (1) LTD

by: _____
Name: _____
Title: Authorised signatory

ONYX GERMANY (2) LTD

by: _____
Name: _____
Title: Authorised signatory

ONYX GERMANY (3) LTD

by: _____
Name: _____
Title: Authorised signatory

ONYX GERMAN 2017 PLEDGECO S.À R.L. BRE/Management Europe DE S.A. by:

by: 
Name: Solveig Diana Hoffmann
Title: Authorised signatory

ONYX INVESTMENT 2017 PLEDGECO S.À R.L. BRE/Management Global DE S.A. by:

by: 
Name: Jean-Francois Bossy
Title: Authorised signatory

ONYX GERMAN 2017 HOLDCO S.À R.L. BRE/Management Europe DE S.A. by:

by:

Name: **Solveig Diana Hoffmann**
Title: Authorised signatory

ONYX INVESTMENT 2017 HOLDCO S.À R.L. BRE/Management Global DE S.A. by:

by:

Name: **Jean-Francois Bossy**
Title: Authorised signatory

ONYX GERMANY HOLDINGS S.À R.L. BRE/Management Urban Logistics S.A. by:

by:

Name:
Title: Authorised signatory

ONYX GERMANY PROPCO (4) S.À R.L. BRE/Management Urban Logistics S.A. by:

by:

Name: **Paulina Denis**
Title: Authorised signatory

ONYX GERMANY PROPCO (5) S.À R.L. BRE/Management Urban Logistics S.A. by:

by:

Name: **Paulina Denis**
Title: Authorised signatory

ONYX GERMANY PROPCO (6) S.À R.L. BRE/Management Urban Logistics S.A. by:

by: 
Name: **Paulina Denis**
Title: Authorised signatory

ONYX GERMANY PROPCO (7) S.À R.L. BRE/Management Urban Logistics S.A. by:

by: 
Name: **Paulina Denis**
Title: Authorised signatory

ONYX GERMANY PROPCO (8) S.À R.L. BRE/Management Urban Logistics S.A. by:

by: 
Name: **Paulina Denis**
Title: Authorised signatory

ONYX DORMAGEN S.À R.L. BRE/Management Urban Logistics S.A. by:

by: 
Name: **Paulina Denis**
Title: Authorised signatory

ONYX COLOGNE S.À R.L. BRE/Management Urban Logistics S.A. by:

by: 
Name: **Paulina Denis**
Title: Authorised signatory

ONYX TROISDORF S.À R.L.

BRE/Management Urban Logistics S.A. by:

by:

Name: **Paulina Denis**
Title: Authorised signatory

ONYX LEIPZIG S.À R.L.

BRE/Management Urban Logistics S.A. by:

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ONYX WALDSTRASSE S.À R.L.

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ONYX HOLZHAUSER MARKT S.À R.L.

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ONYX HANNOVER S.À R.L. BRE/Management Urban Logistics S.A. by:

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ONYX GELDERN S.À R.L.

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ONYX LADBERGEN S.À R.L.

BRE/Management Urban Logistics S.A. by:

by:

Name: **Paulina Denis**

Title: Authorised signatory

EREIP GERMAN PROPCO S.À R.L.

BRE/Management Urban Logistics S.A. by:

by:

Name: **Paulina Denis**

Title: Authorised signatory

THE PLEDGEE

ELAVON FINANCIAL SERVICES DAC

by: _____
Name: _____
Title: Authorised signatory



Christian Hain
Authorised Signatory

by: _____
Name: _____
Title: Authorised signatory



Edward Hollows
Authorised Signatory

Each Debtor acknowledges and accepts for the purposes of Article 5 of the Collateral Act 2005: (i) the security interest constituted by this Pledge Agreement and (ii) the terms of this Pledge Agreement. Each Debtor confirms (i) that it will provide the required assistance in respect of the perfection of the relevant Pledge and (ii) that it shall perform as directed in this Pledge Agreement and/or by the Pledgee from time to time and (iii) that nothing in such Debtor's constitutional documents or otherwise prevents it from complying with the above obligations and directions and (iv) it has not previously received any notice of pledge, charge, assignment in respect of the Receivables (or any part thereof) or become a party to any other pledge agreement, assignment agreement or similar arrangement with respect thereto.

Each Debtor hereby irrevocably waives any right of set-off as well as any other pleas (exceptions) it may have (now or at any time in the future), whether by way of contract, law or otherwise, against any *Pledgor* or the Pledgee or any other Common Secured Party and which may affect the Receivables (or any part thereof).

This waiver is final and will subsist after the expiry of the Security Period in case of an enforcement by any means whatsoever.

THE DEBTORS

ONYX GERMANY (1) LTD

by: 

Name: Kiril Petrov

Title: Authorised signatory

ONYX GERMANY (2) LTD

by: 

Name: Kiril Petrov

Title: Authorised signatory

ONYX GERMANY (3) LTD

by: 

Name: Kiril Petrov

Title: Authorised signatory

ONYX GERMAN 2017 MEZZCO S.À R.L. BRE/Management Europe DE S.A. by:

by:

Name: **Solveig Diana Hoffmann**
Title: Authorised signatory

ONYX INVESTMENT 2017 MEZZCO S.À R.L. BRE/Management Global DE S.A. by:

by:

Name: **Jean-Francois Bossy**
Title: Authorised signatory

ONYX GERMAN 2017 PLEDGECO S.À R.L. BRE/Management Europe DE S.A. by:

by:

Name: **Solveig Diana Hoffmann**
Title: Authorised signatory

ONYX INVESTMENT 2017 PLEDGECO S.À R.L. BRE/Management Global DE S.A. by:

by:

Name: **Jean-Francois Bossy**
Title: Authorised signatory

ONYX GERMAN 2017 HOLDCO S.À R.L. BRE/Management Europe DE S.A. by:

by:

Name: **Solveig Diana Hoffmann**
Title: Authorised signatory

ONYX INVESTMENT 2017 HOLDCO S.À R.L.

BRE/Management Global DE S.A. by:

by:

Name: **Jean-Francois Bossy**

Title: Authorised signatory

ONYX GERMANY HOLDINGS S.À R.L.

BRE/Management Urban Logistics S.A. by:

by:

Name: **Paulina Denis**

Title: Authorised signatory

ONYX GERMANY PROPCO (4) S.À R.L.

BRE/Management Urban Logistics S.A. by:

by:

Name: **Paulina Denis**

Title: Authorised signatory

ONYX GERMANY PROPCO (5) S.À R.L.

BRE/Management Urban Logistics S.A. by:

by:

Name: **Paulina Denis**

Title: Authorised signatory

ONYX GERMANY PROPCO (6) S.À R.L.

BRE/Management Urban Logistics S.A. by:

by:

Name: **Paulina Denis**

Title: Authorised signatory

ONYX GERMANY PROPCO (7) S.À R.L. BRE/Management Urban Logistics S.A. by:

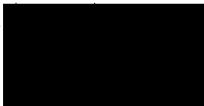


by:

Name: **Paulina Denis**

Title: Authorised signatory

ONYX GERMANY PROPCO (8) S.À R.L. BRE/Management Urban Logistics S.A. by:



by:

Name: **Paulina Denis**

Title: Authorised signatory

ONYX DORMAGEN S.À R.L. BRE/Management Urban Logistics S.A. by:



by:

Name: **Paulina Denis**

Title: Authorised signatory

ONYX COLOGNE S.À R.L. BRE/Management Urban Logistics S.A. by:



by:

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ONYX LEIPZIG S.À R.L.

BRE/Management Urban Logistics S.A. by :

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Name: **Paulina Denis**

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ONYX WALDSTRASSE S.À R.L.

BRE/Management Urban Logistics S.A. by :

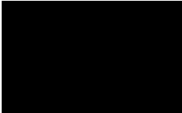
by: 

Name: **Paulina Denis**

Title: Authorised signatory

ONYX HOLZHAUSER MARKT S.À R.L.

BRE/Management Urban Logistics S.A. by :

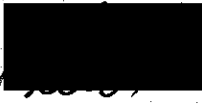
by: 

Name: **Paulina Denis**

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ONYX BAD SCHÖNBORN S.À R.L.

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ONYX HANNOVER S.À R.L.

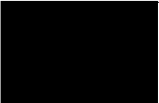
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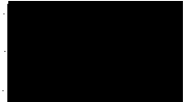
Name: **Paulina Denis**

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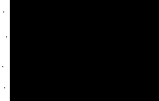
ONYX GOTTMADINGEN S.À R.L. BRE/Management Urban Logistics S.A. by:

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Title: Authorised signatory

EREIP GERMAN PROPCO S.À R.L.

BRE/Management Urban Logistics S.A by :

by: 

Name: **Paulina Denis**

Title: Authorised signatory

SCHEDULE 1

THE PARTIES

PART 1

THE PLEDGORS

- (1) **Onyx Germany (1) Ltd**, a private limited company incorporated and existing under the laws of England and Wales, with registration number 05585682;
- (2) **Onyx Germany (2) Ltd**, a private limited company incorporated and existing under the laws of England and Wales, with registration number 06168192;
- (3) **Onyx Germany (3) Ltd**, a private limited company incorporated and existing under the laws of England and Wales, with registration number 06413971;
- (4) **Onyx German 2017 Pledgeco S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B213495;
- (5) **Onyx Investment 2017 Pledgeco S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B213518;
- (6) **Onyx German 2017 Holdco S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B213497;
- (7) **Onyx Investment 2017 Holdco S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B213524;
- (8) **Onyx Germany Holdings S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B108365;
- (9) **Onyx Germany Propco (4) S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B168538;
- (10) **Onyx Germany Propco (5) S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B168668;

- (11) **Onyx Germany Propco (6) S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B168686;
- (12) **Onyx Germany Propco (7) S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B118270;
- (13) **Onyx Germany Propco (8) S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B113225;
- (14) **Onyx Dormagen S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B110924;
- (15) **Onyx Cologne S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B111200;
- (16) **Onyx Troisdorf S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B113506;
- (17) **Onyx Leipzig S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B115158;
- (18) **Onyx Waldstrasse S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B116360;
- (19) **Onyx Holzhauser Markt S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B116882;
- (20) **Onyx Bad Schönborn S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B122349;
- (21) **Onyx Paderborn S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with

- its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B122677;
- (22) **Onyx Neuss S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B109133;
 - (23) **Onyx Bremen S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B110931;
 - (24) **Onyx Philipp-Reis-Strasse S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B111199;
 - (25) **Onyx Düsseldorf S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B111201;
 - (26) **Onyx Hannover S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B113226;
 - (27) **Onyx Gladbeck S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B113238;
 - (28) **Onyx Braunschweig S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B113505;
 - (29) **Onyx Gottmadingen S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B115148;
 - (30) **Onyx Soltau S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B116358;
 - (31) **Onyx Pleidelsheim S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B116361;

- (32) **Onyx Neukirchen-Vluyn S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B117133;
- (33) **Onyx Viersen S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B117134;
- (34) **Onyx Regensburg S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B118271;
- (35) **Onyx Rodenbach S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B118272;
- (36) **Onyx Miraustrasse S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B122672;
- (37) **Onyx Querumer Forst S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B122678;
- (38) **Onyx Borsigstrasse S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B125486;
- (39) **Onyx Geldern S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B127606;
- (40) **Onyx Ladbergen S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B128466; and
- (41) **EREIP German Propco S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B217673.

PART 2
THE DEBTORS

- (1) **Onyx Germany (1) Ltd**, a private limited company incorporated and existing under the laws of England and Wales, with registration number 05585682;
- (2) **Onyx Germany (2) Ltd**, a private limited company incorporated and existing under the laws of England and Wales, with registration number 06168192;
- (3) **Onyx Germany (3) Ltd**, a private limited company incorporated and existing under the laws of England and Wales, with registration number 06413971;
- (4) **Onyx German 2017 Mezzco S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B213487;
- (5) **Onyx Investment 2017 Mezzco S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B213516;
- (6) **Onyx German 2017 Pledgeco S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B213495;
- (7) **Onyx Investment 2017 Pledgeco S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B213518;
- (8) **Onyx German 2017 Holdco S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B213497;
- (9) **Onyx Investment 2017 Holdco S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B213524;
- (10) **Onyx Germany Holdings S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B108365;
- (11) **Onyx Germany Propco (4) S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B168538;

- (12) **Onyx Germany Propco (5) S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B168668;
- (13) **Onyx Germany Propco (6) S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B168686;
- (14) **Onyx Germany Propco (7) S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B118270;
- (15) **Onyx Germany Propco (8) S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B113225;
- (16) **Onyx Dormagen S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B110924;
- (17) **Onyx Cologne S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B111200;
- (18) **Onyx Troisdorf S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B113506;
- (19) **Onyx Leipzig S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B115158;
- (20) **Onyx Waldstrasse S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B116360;
- (21) **Onyx Holzhauser Markt S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B116882;
- (22) **Onyx Bad Schönborn S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with

- its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B122349;
- (23) **Onyx Paderborn S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B122677;
 - (24) **Onyx Neuss S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B109133;
 - (25) **Onyx Bremen S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B110931;
 - (26) **Onyx Philipp-Reis-Strasse S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B111199;
 - (27) **Onyx Düsseldorf S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B111201;
 - (28) **Onyx Hannover S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B113226;
 - (29) **Onyx Gladbeck S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B113238;
 - (30) **Onyx Braunschweig S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B113505;
 - (31) **Onyx Gottmadingen S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B115148;
 - (32) **Onyx Soltau S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B116358;

- (33) **Onyx Pleidelsheim S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B116361;
- (34) **Onyx Neukirchen-Vluyn S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B117133;
- (35) **Onyx Viersen S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B117134;
- (36) **Onyx Regensburg S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B118271;
- (37) **Onyx Rodenbach S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B118272;
- (38) **Onyx Miraustrasse S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B122672;
- (39) **Onyx Querumer Forst S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B122678;
- (40) **Onyx Borsigstrasse S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B125486;
- (41) **Onyx Geldern S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B127606;
- (42) **Onyx Ladbergen S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B128466; and
- (43) **EREIP German Propco S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of

Luxembourg, with its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg and registered with the Luxembourg trade and companies register under number B217673.