

**SANHA GmbH & Co. KG Notes 2013/2023**  
**der SANHA GmbH & Co. KG, Essen („Issuer“)**

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*The following English translation is for convenience and for information purposes only. The German version shall be decisive and the only legally binding version.*

**Conditions of Issue**  
**(the "Conditions of Issue")**

**§ 1**

**Principal Amount and Denomination, Form, Deposit, Transferability, Value Amount**

1. *Principal Amount.* The issue of SANHA GmbH & Co. KG, Essen, (the "**Issuer**") is divided into up to 37,063 notes (the "**Notes**") payable to the bearer and ranking *pari passu* among themselves with a principal amount of € 1,000.00 (in words: Euro one thousand) each (the "**Principal Amount**") and in the aggregate principal amount of up to € 37,063,000.00 (in words: euro thirtyseven million sixty three thousand).
2. *Securitization.* The Notes are initially represented by one temporary global note payable to bearer (the "**Temporary Global Note**") without interest coupons. In accordance with the more detailed provisions in paragraph 3, the Temporary Global Note will be exchanged for a permanent global note payable to bearer (the "**Permanent Global Note**"; the Temporary Global Note and the Permanent Global Note together the "**Global Notes**" and each a "**Global Note**") without interest coupons. The Temporary Global Note and the Permanent Global Note shall be signed manually by authorized signatories of the Issuer.
3. *Exchange of the temporary Global Note.* The temporary Global Note shall be exchanged for the relevant Permanent Global Note on a date (the "Exchange Date") not earlier than 40 days and not later than 180 days after the Issue Date (as defined in § 3 paragraph 1). Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Note represented by the temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions), in accordance with the rules and operating procedures of Clearstream Banking AG, Frankfurt am Main (the "Clearing System"). Payment of interest on Notes represented by a Temporary Global Note shall be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the Issue Date (as defined in § 3 paragraph 1) represented by the Temporary Global Note will be treated as a request to exchange for the Temporary Global Note pursuant to the paragraphs 2 and 3 to this § 1. Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States.
4. *Noteholder.* The term "Noteholder" in these Conditions of Issue refers to the holder of a co-ownership participation or right in the Global Note.
5. *Exclusion of the right to require the issue of Notes.* The Noteholders have no right to require the issue of definitive Notes or interest coupons.
6. *Clearing System.* The Global Notes representing the Notes shall be deposited with Clearstream, until the Issuer has satisfied and discharged all of its obligations under the Notes.
7. *Transferability.* The Noteholders shall receive proportional co-ownership participations or rights in the Global Notes that are transferable in accordance with applicable law and rules and provisions of the Clearing System.
8. *Value Amount.* "**Value Amount**" of a Note is the amount of the actual value of the Note, thus the Principal Amount of such Note less all amounts repaid on the Note, except for payments of interest and premiums in excess of 100 % according to § 4 paragraph 5.

## § 2

### Status of the Notes, Negative Pledges, Security Trustee, Securities

1. *Rank.* The obligations under the Notes constitute unsubordinated obligations of the Issuer ranking pari passu among themselves and pari passu with all other unsecured and unsubordinated obligations of the Issuer except for any obligations preferred by law. The Notes will be afterwards secured in accordance with the terms of these Conditions of Issue and the Trust Agreement (as defined in paragraph 6 below).
2. *Negative covenant.* So long as any Notes remain outstanding, (but only up to the time all amounts of principal and interest have been placed irrevocably and unconditionally at the disposal of the Principal Paying Agent) the Issuer undertakes not to create or permit to subsist any mortgage, pledge, lien, charge or other encumbrance, upon any or all of its present or future assets as security for any present or future Financial Liabilities (as defined in paragraph 3) of the Issuer, any company affiliated with the Issuer (§ 15 AktG), a shareholder or any third party without having the Noteholders at the same time share equally and rateably in such security. The Issuer shall make sure that also Kaimer Europa GmbH as well as Subsidiaries (as defined in paragraph 3) will not - or only under the conditions mentioned - provide securities for Financial Liabilities. The foregoing obligations shall not apply with respect to:
  - (a) any security which is provided for by law or which has been required as a condition precedent for public permission;
  - (b) any security already existing as well as further Financial Liabilities, which are already existing or shall be refinanced;
  - (c) for securities which are established in the ordinary course of business of the Issuer, Kaimer Europa GmbH or a Subsidiary (as defined below);
  - (d) for securities granted with regard to the Notes;
  - (e) for securities granted with the consent of the common representative or, if such is not appointed, of the Trustee.
3. *Financial Liabilities and Subsidiary.* For the purposes of these Conditions of Issue
  - (i) "**Financial Liabilities**": (i) the liabilities resulting of loans, (ii) liabilities under notes promissory notes or similar debt securities, (iii) the principal obligation arising from acceptances, bill of exchange and similar credits and (iv) liabilities under finance leases and sales and lease back agreements as well as factoring and forfaiting agreements; and
  - (ii) "**Subsidiary**" means any (i) fully consolidated subsidiary of the Issuer as well as (ii) any fully consolidated subsidiary of Kaimer Europa GmbH.

*Trustee.* Any security which is to be provided pursuant to paragraph 2 shall, to the extent possible and legally permissible, be provided to the trustee for the Noteholders.

5. *Guarantee and Negative Pledge of the Guarantor.* The Issuer shall procure that (i) Kaimer Europa GmbH as well as (ii) any Subsidiary (each a "**Guarantor**",) will provide within 90 days after the date an unconditional and irrevocable and market standard guarantee (to the extent this is market standard in the applicable jurisdiction with market standard limitation language) for the payment of principal and interest on, and any other amounts payable under the Notes (each of them a "**Guarantee**") towards the the Security Trustee in favour of the Noteholders. Each Guarantor shall further undertake in such Guarantee to take over the obligations according to § 10, as far as applicable (so long as any of the Notes are outstanding, but only up to the time all amounts of principal and interest have been placed irrevocably and unconditionally at the disposal of the principal paying agent),

The Guarantee and all incurred liabilities herein constitute a contract for the benefit of the Noteholders as third party beneficiaries in accordance with section 328 of the German Civil Code (Bürgerliches Gesetzbuch, BGB). They give rise to the right of each Noteholder to require performance of the incurred liabilities directly from the Guarantor and to enforce these liabilities directly against the Guarantor.

The Security Trustee may refrain from requesting a Guarantee if the Issuer has satisfied to the satisfaction of the Security Trustee that the execution of a guarantee by a Subsidiary is in breach of existing financing agreements.

6. *Security Trustee and Trust Agreement.* The Issuer shall immediately conclude a trust agreement with One Square Trustee Ltd. branch Munich, Theatinerstrasse 36, 80333 Munich (the „**Security Trustee**“) as attached to these Conditions of Issue (the „**Trust Agreement**“). The trust agreement constitute a contract for the benefit of the Noteholders as third party beneficiaries in accordance with section 328 of the German Civil Code (Bürgerliches Gesetzbuch, BGB). For reasons of the content as well as rights and obligations of the Security Trustee resulting of the Note-Securities (as defined in § 2 paragraph 8) the Trust Agreement is attached in copy to the Global Note pursuant to § 1 paragraph 2; the Trust Agreement is an essential part of these Conditions of Issue. Each Noteholder agrees (also with effect for his heritor(s) and legal successor(s)) to the execution of the Trust Agreement and the appointment of the Security Trustee and each Noteholder authorizes (also with effect for his heritor(s) and legal successor(s)) and empowers the Security Trustee to perform the rights under the Trust Agreement. The Security Trustee is exempt from the restrictions of Section 181 BGB.
7. *Note-Securities.* The Issuer will provide the following security interests in favor of the Security Trustee in accordance with the detailed provisions of the Trust Agreement:
- (a) provision of an uncertificated land charge in the amount of € 37,063,000.00 plus 18% p.a. interest and 5 % once additional costs on the following real properties at the next available position in part III:

1. Schmiedefeld I	
Land charge	Schmiedefeld (Land charge register Bautzen)
Folio	297
No.	1
Plot	134/2
Owner	Issuer
2. Schmiedefeld II	
Land charge	Schmiedefeld (Land charge register Bautzen)
Folio	254
No.	1 bis 9
Plot	1/1, 135/1, 135/2, 135/3, 138/2, 138/5, 938/1, 938/2, 938 a, 957/13, 138/4, 138/6
Owner	Issuer
3. Bühlau	

Land charge	Bühlau (Land charge register Bautzen)
Folio	248
No.	1-4
Plot	730/6, 732/3, 732,4, 799/5
Owner	Issuer
4. Essen I	
Land charge	Kettwig (Land charge register Essen)
Folio	6810
No.	1
Plot	61/193
Owner	Issuer
5. Essen II	
Land charge	Kettwig (Land charge register Essen)
Folio	5489
No.	1
Plot	61/35
Owner	Issuer
6. Essen III	
Land charge	Kettwig (Land charge register Essen)
Folio	3872
No.	4
Plot	61/179
Owner	Issuer

- (b) subject to the consent of the Liegenschaftsfonds Berlin GmbH & Co. KG (commercial register Berlin (Charlottenburg) HRA 31817) acting through BIM Berliner Immobilienmanagement GmbH or another responsible authority provision on the leasehold in the amount of 60 % of the market value of the leasehold or 70 % of the value of the real estates on the property plus 18% p.a. interest and 5 % once additional costs on the following leasehold (Erbbaurecht) at the next available position in part III:

7. Berlin	
Land charge	Marienfelde (land charge register Tempelhof-Kreuzberg)
Folio	7495 (land charge), 7496 (leasehold)
No.	1
Plot	1/425, 1/426
Owner of the leasehold	Issuer

whereby the Issuer will do its best to receive the consent without any obligation on the Issuer

- (c) pledge or transfer for security purposes of tangible and current assets of the Issuer;
- (d) pledge of any shares in any of Subsidiary (whereby the Security Trustee may refrain from an order if, at its sole and free discretion, the Security Trustee determines that the economic value of the provision is negligible) and pledge of shares of the Issuer's shares in Kaimer Europa GmbH;
- (e) security assignment of receivables from current assets of the Issuer provided that they are not included in the Issuer's factoring program; and
- (f) other security instruments, if the common representative, or if such is not appointed, the Security Trustee at its sole and free discretion determines that the provision is required to safeguard the rights of the Noteholders however subject to any further agreements between the Issuer and the Security Trustee.

The securities in lit. (a) to (f) as well as the Guarantee are together referred to as the „**Note-Securities**“ and each of them a „**Note-Security**“.

8. The Security Trustee may waive the provision of a Note Security if the Issuer has demonstrated to satisfaction of the Security Trustee that the provision of such a security by a Subsidiary is in breach of existing financing agreements.

*Duties of the Security Trustee.* The details of the functions of the Trustee and the details of the legal relation between each Noteholder and the Security Trustee are as stipulated in these Conditions of Issuer and the Trust Agreement.

The Security Trustee especially has been engaged and is in charge

- (a) of taking the obligations and duties, to exercise the rights, take decisions and give approvals which have been granted to him expressly under the Trust Agreement, the security agreements for the Note-Securities and these Conditions of Issue;
  - (b) to conclude the security agreements for the Note-Securities and take actions and make and receive declarations which are necessary and appropriate to grant effectively the Note-Securities and plus all amendments, waivers, supplements, revisions or replacements of the security agreements of the Note-Securities which are permissible under these Conditions of Issue in connection with the Trust Agreement;
  - (c) to administrate and realize all security rights of the Note-Securities namely in accordance with the provisions of each security agreement, the Trust Agreement plus to release the Note-Securities in accordance with the Trust Agreement.
9. *Change of Security Trustee.* If the trustee relationship with the Security Trustee is terminated before its expiry, the Issuers will be obliged to immediately appoint a new Security Trustee. The common representative, if such is appointed, needs to consent to the person of the new Security Trustee In advance.
10. *Position of the Security Trustee.* The Note-Securities shall be provided by the Issuer to the Security Trustee in the interest of the Noteholders. The Security Trustee shall externally become the holder of the Note-Securities under the law of obligations and in rem; he administers them internally exclusively on behalf of the Noteholders.
11. *Limitation of Duties.* The Security Trustee is not responsible for the fact that the Note-Securities are economically sufficient, sustainable and/or enforceable to fulfill the claims of the Noteholders of the Notes in total or in part.

### § 3 Interest

1. *Interest, Interest Payment Dates and Interest Period.* The Notes will bear interest on their Value Amount at a rate of 7.75 % per annum (the "**Interest Rate 1**") as from 4 June 2013 (inclusive) until 4 June 2018 (exclusive).

As from 4 June 2018 (inclusive) until 4 June 2023 (exclusive) the Notes will bear interest on their Value Amount at rates as follows:

- (i) as from 4 June 2018 (inclusive) until 4 June 2019 (exclusive) at a rate of 8,5 % per annum;
- (ii) as from 4 June 2019 (inclusive) until 4 June 2020 (exclusive) at a rate of 7,25 % per annum;
- (iii) as from 4 June 2020 (inclusive) until 4 June 2022 (exclusive) at a rate of 6,5 % per annum;
- (i) as from 4 June 2022 (inclusive) until 4 June 2023 (exclusive) at a rate of 6,25 % per annum ("**interest table**");

Interest is payable until 4 June 2018 (exclusive) annually in arrears on 4 June of each year and as of 4 June 2018 (including) each half year in arrears on 4 June and 4 December of each year (each an "**Interest Payment**" and the period from the Issue Date (inclusive) up to the first Interest Payment Date (exclusive) and there-after as from any Interest Payment Date (inclusive) up to the next following Interest Payment Date (exclusive) (each being an "Interest Period").

If the Issuer at any given date (as defined in § 10 paragraph 3) breaches a financial key figure specified in § 10 paragraph 3, the interest rate increases from the next interest period beginning after such date to 9% p.a. ("**increased interest rate**"). If the financial key figures specified in § 10 paragraph 3 are reached again on any subsequent date, the interest rate will be decreased starting at the interest period after such date to the interest rate specified in the interest table, starting with the first interest rate of the interest table of 8,5 % p.a.

For the avoidance of doubt, in this case the interest rates laid down in the interest table apply for the periods of one or two years as provided for in the interest table, and the years are adjusted accordingly starting from the first year of the new interest period for which the increased interest of the first year of the interest table is applied for.

2. *Accrued Interest.* The Notes shall cease to bear interest from the beginning of the day they are due for redemption. If the Issuer shall fail to redeem the Notes when due, interest of the Notes shall not end at the due date, but only at the point of time when principal and interest from or in connection with the Notes are paid. The interest on the outstanding Value Amount (according to paragraph 1) from the due date (inclusive) up to the date of redemption of the Notes (exclusive) is based on the legal rate for default interest.
3. *Calculation of interest for parts of an Interest Period.* Where interest is to be calculated in view of a period which is shorter than a year, the interest will be calculated on the basis of the actual number of days elapsed in the relevant period (from and including the most recent Interest Payment Date) divided by the actual number of days of the Interest Period (365 days and 366 days, respectively, in case of a leap year) (Actual/Actual).

#### § 4

#### Redemption, Early Redemption, Purchase

1. *Redemption.* The Notes will be repaid on 4 June 2023 (the "Maturity Date") at the applicable Value Amount of each Note, for the avoidance of doubt subject to payments according to § 4 paragraph 5 (the "**Repayment Amount**").
2. *Premature Redemption for reasons of taxation.* If at any future time as a result of change of the laws applicable in the Federal Republic of Germany or a change in their official application, the Issuer is required, or at the time of the next succeeding payment due in respect of principal or interest will be required, to pay Additional Amounts as defined in § 7 paragraph 1, and such obligation cannot be avoided by the Issuer by taking reasonable measures available to him, the Issuer is entitled to give notice of redemption of the Notes and to prematurely redeem them together at its Value Amount with interest accrued; however, the notice of redemption can only be exercised for the Notes in whole but not in part. The Issuer is entitled to exercise this notice of redemption upon not less than 30 and not more than 60 calendar days' notice. The notice of redemption shall be effected by an irrevocable notice in accordance with § 13 (the "Notice of Redemption"). In such case:
  - (i) no such Notice of Redemption may be given earlier than 90 calendar days prior to the earliest calendar day on which the Issuer would be for the first time obliged to pay the Additional Amounts in question on payments due in respect of the Notes; and
  - (ii) prior to the giving of any such Notice of Redemption, the Issuer shall deliver or procure that there is delivered to the Principal Paying Agent:
    - (x) a certificate signed by any two duly authorized representatives of the Issuer stating that the Issuer is entitled to effect such redemption and setting out a statement of facts showing that the conditions precedent to the exercise of the right of the Issuer to give notice of redemption and to prematurely redeem have been satisfied; and
    - (y) an opinion of an external legal adviser of recognized standing to the effect that the Issuer has or will become obliged to pay the Additional Amounts as defined in § 7 paragraph 1.

The Notice of Redemption must specify the date fixed for redemption and must contain a statement in summary form of the facts constituting the basis for the right of the Issuer to give notice of redemption and to prematurely redeem.

3. *Premature redemption at the Noteholders' option for reasons of a Change of Control.* In the event that a Change of Control (as defined below in (a)) occurs, each Noteholder has the right, but not the duty, to require the Issuer with the following proviso to redeem the Notes by the Issuer on the Optional Redemption Date (as defined below in (b)) at their Value Amount together with the interest accrued up to the Optional Redemption Date (exclusive) (the "**Right to terminate for reason of Change of Control**").

- (a) A "**Change of Control**" shall be deemed to have occurred at each time the members of the Kaimer family, who are currently the only limited partners of the Issuer, and their direct descendants hold together less than 50,1 % of the share capital and the voting rights in the Issuer.
- (b) In the event that a Change of Control occurs, the Issuer shall announce this immediately to the Noteholders by a notice in accordance with § 13 (the "**Notice of Change of Control**"). The Notice of Change of Control shall specify the material circumstances of the Change of Control as well as the procedure for the exercise of the Right to terminate for reason of Change of Control.
- (c) In the Notice of Change of Control, the Issuer shall determine the "**Optional Redemption Date**". The Optional Redemption Date must be (i) a Business Day (as defined in § 5 paragraph 3) and (ii) within a period of at least 45 days and at the most 90 days after the publication of the Notice of Change of Control.
- (d) The effective exercise of the Right to terminate for reason of Change of Control requires that (i) the Noteholder must submit a duly completed and signed Option Exercise Notice at his custodian bank within at least 10 days before the Optional Redemption Date (the "**Option Exercise Notice**") and (ii) delivers his Note(s), for which the Right to terminate for reason of Change of Control shall be exercised, via his custodian bank to the Principal Paying Agent, in fact by delivery (rebooking) of the Note(s) on the account of the Principal Paying Agent with the Clearing System as indicated in the Option Exercise Notice. Once the Option Exercise Notice has been issued, it may not be re-voked or withdrawn without the prior consent of the Issuer.
4. *Purchase of Notes.* The Issuer or its affiliated companies may, in compliance with applicable laws, at any time purchase Notes in the open market or otherwise and at any price. Notes acquired in such a way may be cancelled, held or resold.
5. *Early Redemption of the Issuer.* In addition, the Issuer reserve the right to redeem prematurely the Notes at the Issuer's option with maximum 60 days' and minimum 30 days" notice in accordance with § 13, the first time with effect to 4 June 2020 in full or in part in the amount to be chosen by the Issuer and to be distributed uniformly on the Notes, at the Early Redemption Amount as defined below. In the event of an early redemption, the "Early Redemption Amount" amounts to:
- (a) from 4 June 2020 and until 3 June 2021 103 % of the redeemable Value Amount of the Note;
  - (b) from 4 June 2021 and until 3 June 2022 102 % of the redeemable Value Amount of the Note;
  - (c) from 4 June 2022 and until 3 June 2023 101 % of the redeemable Value Amount of the Note;

## § 5 Payments

1. *Payment of principal and interest.* The Issuer undertakes to pay, as and when due, principal and interest on the Notes in euros. Payment of principal and interest on the Notes shall be made, subject to applicable fiscal and other laws and regulations, through the Principal Paying Agent for on-payment to Clearstream or to its order for credit to the respective account holders. Payments to Clearstream or to its order shall, to the extent of amounts so paid, constitute the discharge of the Issuer from its corresponding liabilities under the Notes.
2. *Day of maturity no Business Day.* If any payment of principal or interest with respect to a Note is to be effected on a day other than a Business Day (as defined in paragraph 3), payment will be effected on the next following Business Day. In this case, the relevant Noteholders will neither be entitled to any payment claim nor to any interest claim or other compensation with respect to such delay.
3. *Business Day.* In the sense of these Conditions of Issue, a "**Business Day**" means every day (other than a Saturday or Sunday) on which (i) Clearstream is opened and operational and (ii) the Trans-European Automated Real-time Gross settlement Express Transfer system 2 or a successor system replacing TARGET 2 (TARGET 2) is opened and operational.
4. *Deposit.* The Issuer is entitled to deposit with the local court (Amtsgericht) in Essen any amounts payable on the Notes for which the Noteholders have no right to claim for. As far as such a deposit has been effected and the Issuer waives its right to withdraw such deposited amounts, the relevant claims of the Noteholders against the Issuer shall cease.



5. *Delivery and payment outside the United States only.* Notwithstanding any other provision of these Conditions of Issue, no delivery or payment of principal or interest in respect of the Notes, whether in cash, reference property or otherwise, shall be made unless such payment is made outside the United States.

## § 6 Paying Agent

1. *Principal Paying Agent.* Bankhaus Neelmeyer Aktiengesellschaft, registered in the commercial register kept by the local court (Amtsgericht) of Bremen under HRB 4425 HB and with business address at Am Markt 14-16, 28195 Bremen will be the "Principal Paying Agent".
2. *Change of appointment or revocation of the Principal Paying Agent.* The Issuer is entitled to appoint other suitable banks as Principal Paying Agent. Furthermore, the Issuer is entitled to terminate the appointment of the Principal Paying Agent. In the event of such termination or in case the bank resigns from its function as Principal Agent, the Issuer will appoint another suitable bank as Principal Paying Agent. The termination or the resignation shall be effective only after a new Principal Paying Agent has been effectively appointed. Notice of any change in the Principal Paying Agent or in the specified office of any Principal Paying Agent will be given to the Noteholders in accordance with § 13.
3. *Agent of the Issuer.* Acting in such capacity, the Principal Paying Agent acts solely as agent of the Issuer and does not assume any obligations towards the Noteholders. Therefore, no relationship of contract, agency or trust shall be constituted between the Principal Paying Agent and the Noteholders.

## § 7 Taxes

1. *Additional Amounts.* All amounts payable (whether in respect of principal, interest or other amounts) in respect of the Notes by the Issuer will be made free and clear of and without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by way of deduction or withholding at source by or on behalf of the Federal Republic of Germany or by or on behalf of any political subdivision or authority thereof having power to tax, unless the Issuer is required by law to make such withholding or deduction. In that event, the Issuer will pay such additional amounts (the "**Additional Amounts**") as may be necessary in order that the net amounts receivable by the Noteholder after such deduction or withholding shall equal the respective amounts which would have been receivable by such Noteholder in the absence of such deduction or withholding.
2. *Exclusion of payability of Additional Amounts.* No Additional Amounts (as defined in paragraph 1) are payable with respect to taxes or duties
  - (a) which are payable by any person acting as custodian bank or collecting agent on behalf of a Noteholder, or otherwise in any manner which does not constitute a deduction or withholding by the Issuer from payments of principal or interest made by it; or
  - (b) which are payable by reason of the Noteholder having, or having had, another personal or business connection with the Federal Republic of Germany than the mere fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany;
  - (c) which are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relation to such taxation and to which the Federal Republic of Germany or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding; or
  - (d) which are payable by reason of change in law that becomes effective more than 30 days after the relevant payment of principal or interest becomes due, or, if this occurs later, after all due amounts have been duly provided for and a notice to that effect has been published in accordance with § 13.

**§ 8**  
**Presentation Period, Prescription**

1. *Period of presentation.* The period for presentation of the Notes (§ 801 paragraph 1 sentence 1 German Civil Code (*Bürgerliches Gesetzbuch*)) will be ten years.
2. *Period of limitation.* The period of limitation for claims under the Notes presented during the period for presentation will be two years calculated from the expiration of the relevant presentation period.

**§ 9**  
**Events of default**

1. *Events of default.* Each Noteholder shall be entitled to declare his Notes and if a common representative has been appointed, solely the common representative is entitled, at his own discretion and after prior written request by at least 2.5% of the Noteholders, to declare all or certain Notes due and demand immediate re-demption thereof at their Value Amount, together with accrued interest (if any) to the date of repayment, in the event that
  - (a) *Non-payment:* neither the Issuer nor the Guarantor pay principal or interest within 30 days from the relevant due date, or
  - (b) *Non-fulfilment of any other obligation:* the Issuer, Kaimer Europa GmbH or a Subsidiary fail duly to perform any other obligation arising from the Notes (including obligations according to § 10) which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 45 days after the Principal Paying Agent has received notice there-of from a Noteholder and has notified the Issuer accordingly, counted from the day of receipt of the notice by the Issuer, The same applies in the case of a breach of an obligation of the respective company under these Conditions of Issue; or
  - (c) *Cross- Default:* the Issuer, Kaimer Europa GmbH or a Subsidiary (as defined in § 2 paragraph 3) fails to fulfil any payment obligation in excess of a total amount of at least € 750,000.00 in connection with a payment obligation under any Financial Liabilities (as defined in § 2 paragraph 3) within 30 days after it is due for payment (Cross-Default); or
  - (d) *Insolvency:* (i) the Issuer's, Kaimer Europa GmbH's or a Subsidiary's (as defined in § 2 paragraph 3) assets have been subjected to an insolvency proceeding, or (ii) the Issuer, Kaimer Europa GmbH or a Subsidiary applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally, this does not apply to Subsidiaries whose operations are to be closed down provided that their assets or their equivalent are received by the Issuer or another Subsidiary; or
  - (e) *Liquidation:* the Issuer, Kaimer Europa GmbH or a Subsidiary (as defined in § 2 paragraph 3) is wound up, unless this is effected in connection with a merger or another form of amalgamation with another company or in connection with a restructuring, and the other or the new company effectively assumes substantially all of the assets and liabilities of the Issuer, Kaimer Europa GmbH or the Subsidiary, including all obligations of such company arising in connection with the Notes; this does not apply to Subsidiaries whose operations are to be closed down provided that their assets or their equivalent are received by the Issuer or another Subsidiary.
  - (f) *Expiration of the Guarantee:* the Guarantee (as defined in § 2 paragraph 5) cease to be legally valid and binding (other than as a result of a merger of a Guarantor with the Issuer) or the Guarantor fails to fulfil his obligations under the Guarantee; or
  - (g) *Sale of Note-Securities:* the properties or leaseholds of the Note-Securities are sold and transferred without the consent of the Security Trustee according to the Trust Agreement, without the proceeds of the sale being used to repay these Notes.
2. *Cessation of the right to terminate.* The right to declare the Notes due and demand immediate redemption shall cease if the reason for the termination has been rectified before the exercise of the termination right.

3. *Notice of termination.* Any termination of the Notes in accordance with paragraph 1 shall be made by means of a written declaration in the German or English to the Issuer at its place. A termination respectively will become effective upon receipt thereof by the Issuer.

### § 10 Additional Obligations of the Issuer

The Issuer undertakes to make sure that, as long as Notes are outstanding (but only until the date on which all amounts of principal and interest have been irrevocably and unconditionally made available to the Principal Paying Agent), neither the Issuer nor Kaimer Europa GmbH or a Subsidiary

1. *Restrictions on withdrawals.* make payments or distributions to a shareholder (other than the Issuer or any other Subsidiary) or perform any other act that results in an outflow of assets of the relevant company to a shareholder (other than the Issuer or any other Subsidiary) without the same to provide comparable and full compensation. Excluded are withdrawals of the issuer's limited partners during a financial year, in the amount of tax payments including advance payments with regard to the limited partner interest (income tax, solidarity surcharge and, if applicable, church tax), against prior written evidence to the common representative or, if one is not appointed, to the Security Trustee.
2. *Granting or repayment of the loan to shareholders.* make payments of any kind (including payments on interest and principal) on existing or future shareholder loans or on future claims of any shareholder (other than the Issuer or any other Subsidiary) or provide loans or economically equivalent legal transactions to shareholders (with the exception of Issuer or any other Subsidiary);
3. *Distributions of the Guarantor:* repay outstanding debts of his shareholders to the profit sharing - debts owing and accruing – (except of the Issuer or any other Subsidiary).
4. *Arms' length.* Conclude agreements that are not on arm's length basis.
5. *Incurrence of financial liabilities.* Incurr Financial Liabilities outside the ordinary course of business without the consent of the common representative, or if such is not appointed, without a resolution of the Noteholders' meeting by a simple majority vote. This does not apply to Financial Liabilities that already existed as of revisions of these Condition of Issue or which replace existing Financial Liabilities to the same extent, whereby this amount refers to the nominal amount of the Financial Liabilities of the Issuer, Kaimer Europa GmbH and all Subsidiaries as a whole which may not increase in total; This does not apply to the refinancing of Financial Liabilities within the group of the Issuer or the group of Kaimer Europa GmbH.

In addition, the Issuer undertakes to be able to instruct the management of Kaimer Europa GmbH without the involvement of any third parties to place all existing liquid assets of the Guarantor not necessary for operation at the disposal of the Issuer as loan or otherwise at any time.

6. *Financial key figures.* The Issuer is obligated to comply with the following financial key figures at the consolidated level and determined in accordance with german GAAP (HGB) at the end of each half-year (related to the fiscal year) and each fiscal year (each the "Relevant Date"), for the first time as of 31.12.2017 (except in the half-year the leverage and Capex Covenant), which means not to exceed the following amounts:

Max. Werte	12/2017	12/2018	12/2019	12/2020	12/2021	12/2022
Leverage	7,5x	6,7x	5,4x	4,0x	4,8x	4,6x
WC						
DIO	399,4	339,9	312,4	312,6	310,4	308,7
DSO	44,9	46,9	45,9	45,3	44,5	44,3
DPO	143,3	111,2	106,7	110,5	109,0	108,3
Capex	3,7	2,9	2,5	3,3	3,0	3,3
Max. Werte	06/2018	06/2019	06/2020	06/2021	06/2022	
Leverage		7,1x	6,0x	4,7x	4,4x	4,7x
Capex		3,3	2,7	2,9	3,2	3,2

Leverage: Net financial liabilities (i) (short / long-term liabilities - cash and cash equivalents) / (ii) EBITDA

- (i) Net financial liabilities are consolidated on the Relevant Date
- (a) all liabilities from bonds;
  - (b) plus liabilities to banks;
  - (c) plus liabilities arising from the acceptance of drawn bills and the issuing of own bills of exchange;
  - (d) plus other interest-bearing financial liabilities (including financial leases) other than liabilities to affiliated companies;
  - (e) plus liabilities arising from genuine and phony commodity repurchase transactions;
  - (f) plus liabilities from forfaiting (including securitization of receivables) or factoring (off- or on-balance sheet); and
  - (g) less cash and cash equivalents (cash on hand, Bundesbank credit balances, bank balances, checks, marketable securities) that are not encumbered with third-party rights

(ii) Group EBITDA on a consolidated basis for a measurement period. The calculation is as follows:

Consolidated annual net profit before dividend payment

+ Taxes on income and earnings

. / + extraordinary / non-operating income / expenses (i.e., income / expenses outside of ordinary operations and non-recurring items including, for example, cartel fines, interest expense cartel fine and fluctuations in results from MATIF positions)

. / + Interest income / interest expense

+ Depreciation on financial assets

+ Depreciation on intangible fixed assets and property, plant and equipment

(iii) measurement period is a period of 12 months ending on the last day of each fiscal quarter of the Company

Days inventory outstanding (DIO) - Inventory turnover: (average inventories (raw materials and supplies, semi-finished goods and finished goods and merchandise)) / (cost of materials) \* 365

Days sales outstanding (DSO) - Turnover rate of receivables: Average trade receivables (including factoring receivables) / total output (sales revenues (net sales after sales deduction) plus changes in stock) \* 365

Days payable outstanding (DPO) - Turnover rate of liabilities: Average liabilities delivery and service / (Cost of materials) \* 365

Max Capex: Maximum available amount in € million for maintenance and expansion investments (separate breakdown not necessary). In particular: Investments of debtors and other members of the Group in their respective non-current fixed assets (excluding amounts attributable to permitted acquisitions)

The Issuer shall publicly publish compliance with these financial key figures on the Company's website by the end of the fourth month following the Relevant Date, together with a compliance certificate (including calculation of financial key figures) verified by the of the common representative, publish the result (namely compliance with or failure of the covenants and resulting interest rate) as ad hoc and inform the stock exchange, Bloomberg as well as the paying agent.

## § 11

### **Amendments to the Conditions of Issue by resolution of the Noteholders; Joint Representative**

1. *Amendment to the Conditions of Issue.* The Conditions of Issue may be amended with consent of the Issuer by a majority resolution pursuant to § 5 et seq. of the German Act on Issues of Debt Securities (Gesetz über Schuldverschreibungen aus Gesamtemissionen - "**SchVG**"), as amended from time to time. In particular, the Noteholders may consent to amendments which materially change the substance of the Conditions of Issue, including such measures as provided for under § 5 paragraph 3 of the SchVG, by resolutions passed by such majority of the vote of the Noteholders as stated in paragraph 2 below. A duly passed majority resolution shall be binding upon all Noteholders. However, resolutions which do not provide for identical provisions for all Noteholders are void, unless Noteholders who are disadvantaged have expressly consented to their being treated disadvantageously.
2. *Majority requirements.* Except as provided by the following sentence and provided that the quorum requirements are being met, the Noteholders may pass resolutions by simple majority of the voting rights participating in the vote. Resolutions which materially change the substance of the Conditions of Issue, in particular in the cases of § 5 paragraph 3 numbers 1 through 9 of the SchVG, may only be passed by a

majority of at least 75 % of the voting rights participating in the vote (a "**Qualified Majority**").

3. *Mode of resolution.* Resolutions of the Noteholders shall be made either in a Noteholder's meeting in accordance with letter (a) below or by means of a vote without a meeting (*Abstimmung ohne Versammlung*) in accordance with letter (b) below:
  - (a) Resolutions of the Noteholders in a Noteholder's meeting shall be made in accordance with § 9 et seq. of the SchVG. Noteholders holding Notes in the total amount of 5 % of the outstanding Principal Amount of the Notes may request, in writing, to convene a Noteholder's meeting pursuant to § 9 of the SchVG. The convening notice of a Noteholder's meeting will provide the further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the pro-posed resolutions will be notified to Noteholders in the agenda of the meeting.
  - (b) Resolutions of the Noteholders by means of a voting not requiring a physical meeting (*Abstimmung ohne Versammlung*) shall be made in accordance with § 18 of the SchVG. Noteholders holding Notes in the total amount of 5 % of the outstanding Principal Amount of the Notes may request, in writing, the holding of a vote without a meeting pursuant to § 9 in connection with § 18 of the SchVG. The request for voting as submitted by the chairman (*Abstimmungsleiter*) will provide the further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to Noteholders together with the request for voting.
4. *Registration and proof of eligibility.* The attendance at the Noteholders' meeting and the exercise of the voting rights requires a registration of the Noteholders in advance. Any such registration must be received at the address stated in the convening notice by no later than the third calendar day preceding the Noteholders' meeting, whereas the day on which the registration is received is not to be included. As part of the registration, the Noteholders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the depositary bank in accordance with § 14 paragraph 4 hereof in text form and by submission of a blocking instruction by the depositary bank stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the day the voting period ends.
5. *Convening of the Noteholders' Meeting.* The Noteholders' Meeting shall be convened at least 14 days prior to the expiry of the day by which the Noteholders have to register for the Noteholders' Meeting according to the aforementioned paragraph. The day on which the Noteholders' Meeting is convened and the day of the Noteholders' Meeting shall not be counted
6. *Right to vote.* Each Noteholder participating in any vote shall cast votes in accordance with the nominal amount or the notional share of its entitlement to the outstanding Notes. As long as the entitlement with the Notes lies with, or the Notes are held for the account of, the Issuer or any of its affiliates, the right to vote in respect of such Notes shall be suspended. The Issuer may not transfer Notes, of which the voting right is so suspended, to another person for the purpose of exercising such voting rights in the place of the Issuer; this shall also apply to any affiliate of the Issuer.
7. *Common Representative.* One Square Advisory Services GmbH, Munich, registered with the commercial register of the lower court of Munich under HRB 207387 is appointed as common representative. The common representative shall receive a reasonable remuneration.
  - (a) The common representative shall have the duties and powers provided by these Conditions of Issue, the Trust Agreement, law or granted by majority resolution of the Noteholders. The Common Representative shall comply with the instructions of the Noteholders. To the extent that the Common Representative has been authorized to assert certain rights of the Noteholders, the Noteholders shall not be entitled to assert such rights themselves, unless explicitly provided for in the relevant majority resolution. The common representative shall provide reports to the Noteholders on its activities.
  - (b) The common representative may be removed from office at any time by the Noteholders without specifying any reason. The common representative may demand from the Issuer to furnish all information required for the performance of the duties entrusted to it. The Issuer shall bear the costs and expenses arising from the appointment of a Common Representative, including reasonable remuneration of the Common Representative.

- (c) The common representative shall be liable for the performance of its duties towards the Noteholders who shall be joint and several creditors (*Gesamtgläubiger*); in the performance of its duties it shall act with the diligence and care of a prudent business manager. The liability of the common representative may be limited to intent and gross negligence; the liability for gross negligence is limited to EUR 1,000,000.00 (in words: one million euros). The Noteholders shall decide upon the assertion of claims for compensation of the Noteholders against the Common Representative.

## **§ 12 Notices**

*Announcements.* Announcements relating to the Notes shall be published in the Federal Gazette (*Bundesanzei-ger*) and on the website of the Issuer on [www.sanha.com](http://www.sanha.com). Any announcement will become effective on the date of first such publication.

## **§ 13 Applicable law, Place of performance, Place of jurisdiction, Enforcement of rights**

1. *Applicable law.* The form and the content of the Notes and any rights and duties of the Issuer and the Noteholders arising from the Conditions of Issue shall in all respects be governed by German law without giving effect to the principles of German private international law (*deutsches internationales Privatrecht*).
2. *Place of performance.* Place of performance is Essen, Federal Republic of Germany.
3. *Place of jurisdiction.* Exclusive place of jurisdiction for all disputes arising from matters governed by these Conditions of Issue shall be, to the extent permitted by law, Essen, Federal Republic of Germany. For judgments pursuant to § 9 paragraph 2, § 13 paragraph 3 and § 18 paragraph 2 of the SchVG in conjunction with § 9 paragraph 3 of the SchVG, the local court (*Amtsgericht*) Essen shall have jurisdiction. The regional court (*Landgericht*) Essen shall have exclusive jurisdiction for all judgments over contested resolutions by Noteholders in accordance with § 20 paragraph 3 of the SchVG.
4. *Enforcement of rights.* Any Noteholder may in any proceedings against the Issuer protect and enforce in its own name its rights arising under its Notes by submitting a certificate issued by its depository bank, (i) stating the full name and address of the Noteholder and (ii) specifying an aggregate denomination of Notes credited on the date of such certificate to such Noteholder's securities account maintained with such depository bank. For the purpose of the foregoing, "Depository Bank" means any bank or other financial institution authorized to engage in securities deposit business with which the Noteholder maintains a securities deposit account in respect of any Notes, and includes Clearstream, Clearstream Luxembourg and Euroclear.

## **§ 14 Language**

These conditions of issue are drawn up in the German language. Beyond that the Issuer provides a non-binding English language translation. The German version shall be decisive and the only legally binding version. The English translation is for convenience and for information purposes only.