



GmbH and Lido Verwaltung GmbH, as well as the limited partnership interests in the property development companies, i.e. Capricorn Development GmbH & Co. KG, Lido Gastronomie GmbH & Co. KG, Capricorn Kesselstraße GmbH & Co. KG, Capricorn Kesselstraße Zweite GmbH & Co. KG, Capricorn Vierte GmbH & Co. KG, Capricorn Fünfte GmbH & Co. KG, Capricorn Sechste GmbH & Co. KG, Capricorn Holzstraße GmbH & Co. KG and Capricorn Campus GmbH & Co. KG; and

- (i) an assignment by way of security of any shareholder loans to the Capricorn Guarantors, Capricorn Composite GmbH and Capricorn Real Estate GmbH.

The guarantee of Dr Wild shall be secured in favour of the Lender on the following assets of Dr Wild:

- residential building in Düsseldorf, Kaiser-Wilhelm-Ring 33
- apartment in Düsseldorf, Sankt-Gores-Strasse 19/20
- art collection (65 pieces)

In addition, Dr Wild shall provide a negative pledge and a non-disposal of material assets covenant except in respect of the office building in Dusseldorf which may be disposed of.

Prepayment and Cancellation:

Customary for facilities of this nature (and others deemed appropriate in the opinion of the Arranger) including amongst other things: Illegality, disposal proceeds from material asset sales and dispositions, recapitalisation, capital market transactions; Change of Control.

Change of Control:

The Sponsor or any of its affiliates fail to hold, beneficially own and control, directly or indirectly, at least []% of the shares of the Borrower and Opco.

Voluntary Prepayment:

Non-callable for 18 months from Drawdown Date

Debt Service Reserve Account ("DSRA"):

A separate EUR account held at Deutsche Bank AG in favour of the Lenders, which shall at all times have a minimum balance equal to cash interest payments due in the next 2 quarters under the Facility.



- (b) No announcements regarding the Facility or the role of DB shall be made without the prior written consent of DB unless required by law or regulation.

9. Governing law and Jurisdiction

- (a) The Commitment Documents and any non-contractual obligations arising out of, or in connection with, them shall be governed by and construed in accordance with English law unless otherwise specified in the Commitment Documents.
- (b) For the benefit of DB, each of the parties to this letter agrees that the courts of England have exclusive jurisdiction to settle any disputes in connection with the Commitment Documents and any non-contractual obligation arising out of, or in connection with, them and each of the parties to this letter accordingly submits to the jurisdiction of the English courts.

10. Commitment Expiry

- (a) DB's commitment under this letter and the Term Sheet will commence upon your signature, and return to DB of the enclosed counterpart of this letter.
- (b) Following your acceptance of this letter by return to DB of a counterpart of this letter signed by you, DB's obligations will terminate on close of business in London on the last day of one month from the date of this letter unless the Financing Documentation is signed on or before that date.
- (c) This letter shall remain in effect until close of business in London on the earlier of one week from the date of this letter and the date of formal submission of your bid to acquire the Acquired Assets at which time it will expire unless written acceptance of this letter has been received by DB from you in accordance with the instructions set out in such letters.

Yours faithfully


.....
for and on behalf of DEUTSCHE BANK AG
Name: ~~STEPHANIE HÖFLING~~
Title: DIRECTOR


STEFAN HOOPS
MANAGING DIRECTOR

We acknowledge and agree to the above.

.....
for and on behalf of CAPRICORN HOLDING GMBH
Name:
Title:
Date:

Strictly Confidential