

Hive-Down and Spin-Off Agreement (Demerger Agreement)

by and between

**METRO AG, Düsseldorf,
as transferring entity**

and

**METRO Wholesale & Food Specialist AG, Düsseldorf,
as receiving entity**

Table of Contents

A. Preamble	9
B. Hive-down	13
I. Hive-down, Hive-Down Assets, Relevant Hive-Down Date	13
§ 1 Hive-down, Hive-Down Assets	13
§ 2 Determination of the Hive-Down Assets	14
§ 3 Relevant Hive-Down Date and Hive-Down Tax Transfer Effective Date, Closing Balance Sheet	15
II. Description of the Hive-Down Assets.....	16
§ 4 The CE Assets	16
§ 5 Hive-Down Assets	25
§ 6 Provisions governing the Hive-Down Assets and the CE Assets	31
III. Consideration and capital measures; special rights and privileges	35
§ 7 Granting of shares and capital measures	35
§ 8 Granting of special rights and benefits.....	35
IV. Consequences of the hive-down for the employees and their representative bodies.....	35
§ 9 Individual legal effects of the hive-down for the employees	36
§ 10 Consequences of the hive-down for the employees' representative bodies under works constitution law.....	39
§ 11 Consequences of the hive-down for existing collective and works agreements	40
§ 12 Consequences of the hive-down for company co-determination and the Supervisory Board	41
§ 13 Consequences for employees employed in the operational activities of subsidiaries	42
§ 14 Other measures envisaged with regard to employees and their representative bodies	42

C. Spin-off	43
I. Spin-off, Relevant Spin-Off Date, Spin-Off Balance Sheet, Spin-Off Assets	43
§ 15 Spin-off.....	43
§ 16 Relevant Spin-Off Date and fiscal transfer effective date, Closing Balance Sheet.....	43
§ 17 Spin-Off Assets and Spin-Off Balance Sheet.....	44
II. Consideration and capital measures; special rights and privileges	46
§ 18 Granting of shares, trustee and capital measures.....	46
§ 19 Granting of special rights and benefits.....	47
III. Consequences of the spin-off for the employees and their representative bodies.....	47
§ 20 Individual legal effects of the spin-off for the employees.....	47
§ 21 Consequences of the spin-off for the employees' representative bodies under works constitution law.....	48
§ 22 Consequences for existing collective and works agreements	50
§ 23 Consequences of the spin-off for company co-determination and the Supervisory Board.....	50
§ 24 Other measures envisaged as regards employees and their representative bodies	53
D. Common provisions for hive-down and spin-off	53
I. Procedure for the Transfer	54
§ 25 Taking effect, Effective Date.....	54
§ 26 Catch-all provision	54
§ 27 Obligations to cooperate.....	56
§ 28 Exclusion of claims.....	58
§ 29 Protection of creditors and internal compensation	58
II. Granting of special rights and benefits.....	59
§ 30 Granting of special rights within the meaning of § 126 para. 1 no. 7 UmwG	59

§ 31 Granting of special benefits within the meaning of § 126 para. 1 no. 8 UmwG	60
III. Provisions under company and stock exchange law regarding MWFS AG	62
§ 32 Amendments of the Articles of Association and authorisations	62
§ 33 Stock exchange listing	62
E. Further agreements	64
I. Group Separation Agreement and services	64
§ 34 Group Separation Agreement	64
§ 35 Provision of services	64
II. Miscellaneous	65
§ 36 Relationship between hive-down and spin-off	65
§ 37 Costs and taxes	65
§ 38 Final provisions	65

Table of Annexes

Annex 0.4	Certain former company interests (MWFS Business Division)
Annex 0.5	Certain former company interests (CE Business Division)
Annex 4.1.e)	CE Assets – Enterprise agreements of METRO AG with companies of the CE Business Division
Annex 4.2.c)	CE Assets – Employees of METRO AG in the CE Business Division
Annex 4.3.b)	CE Assets – Inventory owned by METRO AG (CE Business Division)
Annex 4.3.c)	CE Assets – Lease agreement on premises and service agreement on facility management (CE Business Division)
Annex 4.3.d)	CE Assets – Car leasing (CE Business Division)
Annex 4.4.a)	CE Assets – Software licenses (CE Business Division)
Annex 4.5.a)	CE Assets – Bank accounts (CE Business Division)
Annex 4.5.b)	CE Assets – Third-party collateral (CE Business Division)
Annex 4.5. e)	CE Assets – Tax receivables (CE Business Division)
Annex 4.6.a)	CE Assets – Contingencies for which provisions have been created (CE Business Division)
Annex 4.6.e)	CE Assets – Tax liabilities recognised in the balance sheet (CE Business Division)
Annex 4.6.f)	CE Assets – Uncertain tax liabilities not recognised in the balance sheet (CE Business Division)
Annex 4.7.a)	CE Assets – Contractual agreements and other obligatory and legal relationships (CE Business Division)

Annex 4.8	CE Assets – Associations, groups and organisations (CE Business Division)
Annex 4.9.1	CE Assets – Litigation of METRO AG relating to both the MWFS Business Division and the CE Business Division
Annex 4.9.2	CE Assets – Litigation (CE Business Division)
Annex 4.9.3	CE Assets – Contractual agreements relating to the proceedings listed in Annex 4.9.1
Annex 4.10.d)	CE Assets – Legal relationships under public law
Annex 4.11.a)	CE balance sheet
Annex 4.12.1	CE Assets – Neutral assets remaining with METRO AG
Annex 4.12.2	CE Assets – Neutral assets allocated to the CE Assets for contribution into MWFS AG
Annex 4.12.3	CE Assets – Neutral assets allocated to the CE Assets for contribution into MGLEH AG
Annex 5.1.a)	Hive-Down Assets – Subsidiaries and company interests (MWFS Business Division)
Annex 5.1.b)	Hive-Down Assets – Loan granted (MWFS Business Division)
Annex 5.2.a)	Hive-Down Assets – Employees of METRO AG in the MWFS Business Division
Annex 5.3.b)	Hive-Down Assets – Lease agreements and facility management agreement (MWFS Business Division)
Annex 5.3.c)	Hive-Down Assets – Car leasing (MWFS Business Division)
Annex 5.3.d)	Hive-Down Assets – Rights equivalent to real property and rights to real property
Annex 5.4.a)	Hive-Down Assets – Trademarks

Annex 5.5.a)	Hive-Down Assets – Bank accounts (MWFS Business Division)
Annex 5.5.b).1	Hive-Down Assets – Collateral, joint obligations and liabilities (METRO AG) (MWFS Business Division)
Annex 5.5.b).2	Hive-Down Assets – Comfort letters
Annex 5.5.c)	Hive-Down Assets – Collateral, joint obligations and liabilities (third parties) (MWFS Business Division)
Annex 5.5.f).1	Hive-Down Assets – Certain receivables (MWFS Business Division)
Annex 5.5.f).2	Hive-Down Assets – Partial receivable from MWFS AG
Annex 5.5.g)	Hive-Down Assets – Tax receivables (MWFS Business Division)
Annex 5.6.a)	Hive-Down Assets – Certain liabilities to MWFS Associated Companies
Annex 5.6.b)	Hive-Down Assets – Bonds and programmes
Annex 5.6.c)	Hive-Down Assets – Bonded loans
Annex 5.6.d)	Hive-Down Assets – Agreements with banks (MWFS Business Division)
Annex 5.6.e)	Hive-Down Assets – Tax liabilities recognised in the balance sheet (MWFS Business Division)
Annex 5.6.f)	Hive-Down Assets – Uncertain tax liabilities not recognised in the balance sheet (MWFS Business Division)
Annex 5.7.a)	Hive-Down Assets – Contractual agreements and other obligatory and legal relationships (MWFS Business Division)
Annex 5.8	Hive-Down Assets – Associations, groups and organisation (MWFS Business Division)
Annex 5.9	Hive-Down Assets – Litigation (MWFS Business Division)

Annex 5.10.a)	Hive-Down Balance Sheet
Annex 17.1	Spin-Off Balance Sheet
Annex 27.6	Claims to be allocated to the MWFS Business Division economically which pursuant to § 4.9 remain with METRO AG
Annex 30.1	Design of the preference of the preference shares of MWFS AG
Annex 30.2	Description Performance Share Plan and settlement provisions
Annex 31.1	Special benefits in connection with the settlement of Long-Term Incentive Programmes
Annex 32.1	Articles of association MWFS AG after the spin-off taking effect and completion of the status proceedings
Annex 32.2	Future authorisation to acquire treasury shares
Annex 32.3	Future authorisation for the issuance of convertible / warrant bonds
Annex 34	Group Separation Agreement

A. Preamble

- 0.1 METRO AG with its registered office in Düsseldorf is registered in the Commercial Register of the Local Court of Düsseldorf under number HRB 39473. At the time of conclusion of this Agreement, the share capital of METRO AG amounts to EUR 835,419,052.27, divided up into 324,109,563 ordinary shares and 2,677,966 preference shares without voting rights. All shares of METRO AG have been admitted to trading, among other things, on the Frankfurt Stock Exchange.
- 0.2 METRO Wholesale & Food Specialist AG with its registered office in Düsseldorf is registered in the Commercial Register of the Local Court of Düsseldorf under number HRB 79055 ("**MWFS AG**"). The share capital of MWFS AG amounts to EUR 32,678,752 and is divided into 32,410,956 ordinary shares and 267,796 non-voting preference shares. The sole shareholder of MWFS AG is METRO Consumer Electronics Zwischenholding GmbH & Co. KG, registered in the Commercial Register of the Local Court of Düsseldorf under number HRA 24113 ("**METRO Zwischenholding KG**"), a subsidiary of METRO AG.
- 0.3 METRO AG is the strategic management holding company of METRO GROUP. METRO GROUP is a leading international trading company. METRO AG intends to divide METRO GROUP into two independent companies listed on German stock exchanges, with each being specialised in their distinct market segment. The wholesale and food retail businesses pursued by the METRO Cash & Carry and Real sales lines and additional pertaining activities are to be transferred to an independent company listed on German stock exchanges. The Consumer Electronics business pursued by Media-Saturn (entertainment and household electronics), and the pertaining service activities are to remain with METRO AG. The segmentation is intended to facilitate the strategic and organisational focus of the two trade companies to their respective fields of activity and to thus open up new perspectives for growth.
- 0.4 The wholesale and food retail business comprises the current activities of the METRO Cash & Carry and Real sales lines that are essentially pursued by METRO AG subsidiaries. It also includes the previous activities of these sales lines (including any company interests and activities whose strategies at the time of ceasing to be members of METRO GROUP or the discontinuation of the activity were geared at wholesale and food retail). In addition, it includes the real estate division, interests in subsidiaries providing cross-divisional and group services for today's METRO

GROUP, as well as certain management and administrative functions of the previous Corporate Centre of METRO AG. In addition, it includes the previous sales lines of METRO GROUP and their activities (including the previous company interests specified in **Annex 0.4**). The activities described above are hereinafter referred to as the **"MWFS Business Division"**.

- 0.5 The Consumer Electronics business includes the current activities of the Media-Saturn sales line and pertaining services. It also includes the previous activities of this sales line (including any company interests and activities whose strategies at the time of ceasing to be members of METRO GROUP or the discontinuation of the activity were geared at Media-Saturn, including in particular the previous company interests specified in **Annex 0.5**). Moreover, they include certain management and administrative functions of the previous Corporate Centre of METRO AG. The Media-Saturn sales line appears on the market especially under the brand names "Media Markt" and "Saturn". The operative management company of the Media-Saturn sales line is Media-Saturn-Holding GmbH, registered in the Commercial Register of the Local Court of Ingolstadt under number HRB 1123 ("**MSH**"), in which METRO AG holds an interest through its subsidiary METRO Kaufhaus und Fachmarkt Holding GmbH, registered in the Commercial Register of the Local Court of Düsseldorf under number HRB 44806 ("**MKFH**"), as an intermediary holding company with approx. 78.38 % of the shares. The other shares in MSH are held by a third party. The activities described above are hereinafter referred to as the **"CE Business Division"**
- 0.6 In order to prepare for the division of METRO GROUP, at the METRO AG level the existing operations (including the Corporate Centre) were divided into two different branches of activity with their own distinct premises and organisation as of the end of 30 September 2016. Since that date, the functions for the administration and management of the shareholdings of the CE Business Division as well as the functions for the management and administration of METRO AG as a management holding company listed on German stock exchanges form the **"CE Branch of Activity"** which is part of the CE Business Division.

The other functions form the **"MWFS Branch of Activity"** that is part of the MWFS Business Division. The MWFS Business Division is responsible for the central administration and operative control of the company interests of the MWFS Business Division. Larger units with the MWFS Branch of Activity further assume additional functions in connection with the operative business of the MWFS Business Division

and hence form operative units; these include, in particular, the functions Supply Chain Management, Own Brand Management and also Sourcing Food and Non-Food.

Each Branch of Activity shall render services to the other Branch of Activity in order to support the latter in the fulfilment of its tasks. In particular, until the hive-down becomes effective, the MWFS Branch of Activity shall provide services in the field of the management and administration of METRO AG as a management holding listed on German stock exchanges.

With respect to the MWFS Branch of Activity and the CE Branch of Activity, separate distinct accounting codes were established as of 1 October 2016, 00:00 a.m in which all business transactions for the respective Division are recorded.

The members of the Management Board and Supervisory Board of METRO AG will remain jointly responsible for the CE Business Division and the MWFS Business Division as provided for by stock corporation law, until the spin-off becomes effective.

- 0.7 MWFS AG is intended to be the future parent company listed on German stock exchanges of the MWFS Business Division. At the time of conclusion of this Agreement, it already holds substantially all interests in the companies of the METRO Cash & Carry and Real sales lines. It has purchased them from METRO Groß- und Lebensmitteleinzelhandel Holding GmbH, registered in the Commercial Register of the Local Court of Düsseldorf under number HRB 40923 ("**MGLEH**"), a subsidiary of METRO AG, and from a subsidiary of MGLEH, METRO Erste Erwerbsgesellschaft mbH, registered in the Commercial Register of the Local Court of Düsseldorf under number HRB 75772 ("**METRO Erste**"). The total purchase price has been partly paid and for a total amount of EUR 6,624,618,584.39, MGLEH and METRO Erste, respectively, have granted interest-bearing deferrals.

As further assets of the MWFS Business Division, MWFS AG currently already holds, among other things, approx. 92.9% of the limited liability capital of METRO PROPERTIES GmbH & Co. KG, registered in the Commercial Register of the Local Court of Düsseldorf under HRA 22534 ("**MP KG**"), which holds part of the real estate property of METRO GROUP.

- 0.8 This Agreement is intended to effect the transfer of the remaining MWFS Business Division to MWFS AG. This is to be implemented by way of a combined hive-down

and spin-off pursuant to the German Transformation Act (*Umwandlungsgesetz* – "**UmwG**").

The hive-down is intended to transfer to MWFS AG almost all of the assets of the MWFS Business Division, including in particular the MWFS Branch of Activity, that have still remained with METRO AG. By way of consideration, METRO AG is to be granted shares in MWFS AG that are to be newly issued.

The interest of METRO AG in MGLEH which, partly through METRO Erste, holds the deferred purchase price claims of EUR 6,624,618,584.39 against MWFS AG from the sale of the companies of the METRO Cash & Carry and Real sales lines, is not to be hived down, but – together with other related assets – to be transferred from METRO AG to MWFS AG by way of a spin-off. By way of consideration, the shareholders of METRO AG are to be granted shares in MWFS AG that are to be newly issued. The allocation is to be made in proportion to their previous interest held in METRO AG (so-called demerger preserving the proportion of company interests held).

The entire CE Business Division, including the CE Branch of Activity and further assets, including in particular the interest in METRO Zwischenholding KG, which currently holds all the shares in MWFS AG, is to remain with METRO AG.

- 0.9 The hive-down and the spin-off are to take effect immediately after one another. Upon the hive-down and the spin-off taking effect, the shareholders of METRO AG will hold an interest of approx. 90% and METRO AG of approx. 10% (with approx. 9% held indirectly through METRO Zwischenholding KG) in the share capital of MWFS AG. Immediately upon the hive-down and spin-off taking effect, all shares in MWFS AG are to be admitted to trading on the Frankfurt Stock Exchange.
- 0.10 The previous METRO AG will be the parent company of the CE Business Division listed on German stock exchanges and is to change its company name to "CECONOMY AG". MWFS AG, as the future parent company of the MWFS Business Division listed on German stock exchanges, is to change its company name to "METRO AG", after METRO AG will have changed its company name.

Now, therefore, METRO AG and MWFS AG (collectively also referred to as the "**Parties**" and each of them as a "**Party**") agree on this Hive-Down and Spin-Off Agreement within the meaning of § 126 UmwG ("**Demerger Agreement**"). In its Section B, this Demerger Agreement contains provisions concerning the hive-down, and in its Section C provisions concern-

ing the spin-off. The provisions in Section D concern both the hive-down and the spin-off. In Section E, the Parties provide for further agreements.

B.

Hive-down

I.

Hive-down, Hive-Down Assets, Relevant Hive-Down Date

§ 1

Hive-down, Hive-Down Assets

- 1.1 METRO AG, as the transferring entity, transfers by means of a hive-down by way of acquisition pursuant to § 123 para 3 no. 1 UmwG the part of its assets specified in § 1.2 of this Demerger Agreement (collectively referred to hereinafter as the "**Hive-Down Assets**") in their entirety to MWFS AG as the receiving entity in exchange for the granting of shares in MWFS AG to METRO AG pursuant to § 7 of this Demerger Agreement.
- 1.2 The Hive-Down Assets shall comprise the entire assets of METRO AG, with the exception of the assets remaining with METRO AG pursuant to § 2 of this Demerger Agreement ("**CE Assets**") and the Spin-Off Assets defined in § 15.1 of this Demerger Agreement that will be transferred to MWFS AG by way of spin-off.
- 1.3 The words 'item', 'asset' and 'item of the assets or liabilities' in this Demerger Agreement shall be understood to refer to an item of the assets or liabilities within the meaning of § 126 para 1 no. 9 UmwG and shall include, in particular, things, tangible and intangible assets, rights, claims, obligations, liabilities, contracts and other legal relationships and legal interests, irrespective of whether they require disclosure in the balance sheet, may be disclosed in the balance sheet or are actually included in the balance sheet.

§ 2

Determination of the Hive-Down Assets

- 2.1 The Hive-Down Assets are determined by way of negative delimitation from the CE Assets and the Spin-Off Assets, i.e. each asset of METRO AG that is not an item of the CE Assets or of the Spin-Off Assets pursuant to the provisions of this Demerger Agreement shall form part of the Hive-Down Assets.
- 2.2 The CE Assets shall comprise the assets described in § 4 and the pertaining Annexes to this Demerger Agreement.
- 2.3 Pursuant to § 15.1 of this Demerger Agreement, the Spin-Off Assets comprise the assets described in § 17 and the pertaining Annex to this Demerger Agreement.
- 2.4 § 5 and the pertaining Annexes to this Demerger Agreement include a description of assets forming part of the Hive-Down Assets. § 4 and § 17 shall prevail over § 5 of this Demerger Agreement.
- 2.5 The additions and retirements of items to/from assets and liabilities occurring in the period between the Relevant Hive-Down Date (§ 3.1 of this Demerger Agreement) and the Hive-Down Effective Date (§ 25.1 of this Demerger Agreement) shall be accounted for when determining the CE Assets, the Spin-Off Assets and hence the Hive-Down Assets. This shall apply, in particular, with respect to surrogates of an asset *in rem* or under the law of obligations. Accordingly, such assets shall not form part of the Hive-Down Assets which have become CE Assets within the meaning of § 4 of this Demerger Agreement in the period between the Relevant Hive-Down Date and the Hive-Down Effective Date. All other items of the assets and liabilities that have been added or that have come into existence at METRO AG in the period between the Relevant Hive-Down Date and the Hive-Down Effective Date shall form part of the Hive-Down Assets and shall therefore be transferred to MWFS AG by way of the hive-down, unless they form part of the Spin-Off Assets. Those items of the assets and liabilities that have been sold or otherwise transferred in the period between the Relevant Hive-Down Date and the Hive-Down Effective Date or no longer exist at such point in time shall not be transferred to MWFS AG.
- 2.6 METRO AG and MWFS AG undertake, for evidence purposes, to record additions and retirements to/from the Hive-Down Assets and the CE Assets from the Relevant Hive-Down Date until the Hive-Down Effective Date and to update the Annexes

(prepared as per the Relevant Hive-Down Date) relating to § 4 and § 5 of this Demerger Agreement and the records on which they are based.

§ 3

Relevant Hive-Down Date and Hive-Down Tax Transfer Effective Date, Closing Balance Sheet

- 3.1 In the relationship between METRO AG and MWFS AG, the transfer of the Hive-Down Assets shall take place with economic effect as of 1 October 2016, 00:00 a.m. ("**Relevant Hive-Down Date**"). From this time onward, METRO AG and MWFS AG shall treat in their internal relationship any acts and transactions of METRO AG that concern the Hive-Down Assets to be made for the account of MWFS AG.
- 3.2 The effective transfer date for German tax purposes for the hive-down shall be 30 September 2016, 12:00 p.m. ("**Hive-Down Tax Transfer Effective Date**").
- 3.3 The annual balance sheet of METRO AG as per 30 September 2016, 12:00 p.m. shall be the closing balance sheet of METRO AG pursuant to §§ 125 sent. 1, 17 para. 2 UmwG on which the hive-down is based ("**Closing Balance Sheet**"). The annual balance sheet of METRO AG as per 30 September 2016, 12:00 p.m. was audited by the independent auditor KPMG AG Wirtschaftsprüfungsgesellschaft in the course of the annual financial statements and has received an unqualified audit opinion.
- 3.4 MWFS AG shall record the Hive-Down Assets in its commercial accounting at their fair value. MWFS AG shall file an application with the competent fiscal authorities pursuant to § 20 para 2 of the German Transformation Tax Act (*Umwandlungsteuergesetz* – UmwStG), for the Hive-Down Assets to be recognised at their carrying amount in its tax balance sheet as of the Hive-Down Tax Transfer Effective Date.
- 3.5 In the period between the conclusion of this Demerger Agreement and the Hive-Down Effective Date, METRO AG shall manage and dispose of the Hive-Down Assets only in the course of its ordinary business and with the due diligence of a prudent business person and shall adhere to the provisions of this Demerger Agreement.

II.

Description of the Hive-Down Assets

Pursuant to § 1.2 of this Demerger Agreement, the Hive-Down Assets consist of the entire assets of METRO AG, with the exception of the CE Assets and the Spin-Off Assets.

§ 4

The CE Assets

The CE Assets, which thus do not form part of the Hive-Down Assets, shall comprise the assets of METRO AG specified in the following:

4.1 Interests

The following assets of METRO AG shall form part of the CE Assets:

- a) any and all shares in METRO Kaufhaus und Fachmarkt Holding GmbH (Local Court of Düsseldorf, HRB 44806) and any and all rights and obligations relating to the company interest;
- b) any and all shares in the following *Gesellschaften mit beschränkter Haftung* (companies with limited liability):
 - METRO Vierzehnte Gesellschaft für Vermögensverwaltung mbH (Local Court of Düsseldorf, HRB 67285);
 - METRO Fünfzehnte Gesellschaft für Vermögensverwaltung mbH (Local Court of Düsseldorf, HRB 67279);
 - METRO Siebzehnte Gesellschaft für Vermögensverwaltung mbH (Local Court of Düsseldorf, HRB 69642);
 - METRO Achtzehnte Gesellschaft für Vermögensverwaltung mbH (Local Court of Düsseldorf, HRB 69638); and
 - METRO Consumer Electronics Zwischenholding Management GmbH (Local Court of Düsseldorf, HRB 78537)

as well as any and all rights and obligations relating to such company interest;

- c) the entire limited partnership interest in METRO Consumer Electronics Zwischenholding GmbH & Co. KG (Local Court of Düsseldorf, HRA 24113) and also any and all rights and obligations relating to such company interest (the companies specified in § 4.1 lit. a) – c) of this Demerger Agreement and any companies in which they hold a direct or indirect interest (with the exception of MWFS AG and the company interests held by it) are hereinafter also referred to as the "**CE Associated Companies**";
- d) the limited partnership interest in the amount of EUR 3,380,000 of the limited liability capital (equivalent to just above 6.61%) in METRO PROPERTIES GmbH & Co. KG (Local Court of Düsseldorf, HRA 22534) and also any and all rights and obligations relating to such company interest;
- e) the enterprise agreements by METRO AG listed in **Annex 4.1.e)** with all pertaining rights and obligations;
- f) any and all loans granted to CE Associated Companies, including the legal relationships underlying such loans; and also
- g) any and all rights and obligations of METRO AG relating to Media-Saturn-Holding GmbH (Local Court of Ingolstadt, HRB 1123) and the previous Media-Saturn China-Holding GmbH (today named METRO Dreizehnte Gesellschaft für Vermögensverwaltung mbH, Local Court of Ingolstadt, HRB 5348), their respective subsidiaries and company interests, Convergenta Invest GmbH (Local Court of München, HRB 188629) and also their respective direct and indirect current and previous shareholders and their dependants and affiliated enterprises, including any such rights and obligations out of or in connection with:
 - contracts, agreements, arrangements or understandings regarding the CE Business Division with one or more of the aforementioned companies or persons; or
 - pending or concluded legal disputes, in which one or more of the aforementioned companies or persons or the members of their advisory boards or corporate bodies are or have been involved at any time.

The allocation of a company interest to the CE Assets shall include all pertaining rights and obligations, including in particular any entitlement to a share in profits.

The same shall apply with respect to syndication agreements and other shareholder agreements connected with or related to such company interest as well as, in the event that the company interest is not vested in company law, but is merely an economic interest (e.g. through a trust relationship), with respect to the legal position that confers the economic interest. Enterprise agreements that were or are entered into with CE Associated Companies (also if they are only held indirectly) shall also form part of the CE Assets. The same shall apply to loss assumption declarations that were or are issued vis-à-vis such companies.

4.2 Personal assets

In addition, the following assets of METRO AG shall form part of the CE Assets:

- a) all rights and obligations of METRO AG towards acting or former members of the Supervisory Board of METRO AG;
- b) all rights and obligations of METRO AG towards the members of the Supervisory Board of METRO AG acting on or after the Relevant Hive-Down Date, including the rights and obligations arising from the status as members of a corporate body and all contracts or other legal relationships, including in particular employment and severance agreements;
- c) the employment relationships with the employees of METRO AG listed in **Annex 4.2.c)** and also all existing contracts and other legal relationships with these employees and the resulting rights and obligations (including the obligations under social security law); as well as
- d) all rights and obligations of METRO AG towards current or retired members of corporate bodies, members of staff or employees of the CE Associated Companies or former company interests to be allocated to the CE Business Division.

4.3 Items of property

In addition, the following assets of METRO AG shall form part of the CE Assets:

- a) any and all business documents (including those stored on mobile data storage devices) of METRO AG located in the premises of the CE Branch of Activity (Brücke 1, 1st floor, Schlüterstraße 1, 40235 Düsseldorf) or that are kept

by staff or service providers of the CE Branch of Activity exclusively for the CE Business Division.

- b) any and all furniture, IT devices, and other fixtures and fittings and consumables that are owned by METRO AG and located in the premises of the CE Branch of Activity (Brücke 1, 1st floor, Schlüterstraße 1, 40235 Düsseldorf) or used exclusively by staff of the CE Branch of Activity, in particular the items listed in **Annex 4.3.b)**;
- c) the tenancy agreement for premises listed in **Annex 4.3.c)** and the corresponding service agreement on facility management also listed therein; as well as
- d) the agreements on car leasing listed in **Annex 4.3.d)** as well as other rental or lease agreements or usage relationships of METRO AG for movable property allocable to the CE Business Division and owned by a third party.

4.4 Industrial property rights

In addition, the following assets of METRO AG shall form part of the CE Assets:

- a) any and all software licenses listed in **Annex 4.4.a)**; and also
- b) the entire know-how exclusively allocable to the CE Business Division and its staff.

4.5 Finance, duties and pensions

In addition, the following assets of METRO AG shall form part of the CE Assets:

- a) the bank accounts of METRO AG listed in **Annex 4.5.a)** with the pertaining entries, balances, rights and obligations;
- b) all rights and obligations of METRO AG from or in connection with the third party collateral (in particular rights to recourse and security rights of the third party) as listed in **Annex 4.5.b)**;
- c) all rights and obligations (including obligations relating to any insufficient funds of pension institutions) arising from or in connection with the following pension commitments existing at METRO AG (current pensions, vested expectant

rights and similar obligations, including in particular from transition payments for early and premature retirement):

- pension commitments to employees having retired prior to the Relevant Hive-Down Date and their surviving dependants, irrespective of whether such employees would have been allocable to the CE Business Division;
- pension commitments to persons within the meaning of § 4.2 lit. c) or § 4.2 lit. d) of this Demerger Agreement and their surviving dependants who have retired or will retire in the period between the Relevant Hive-Down Date and the Hive-Down Effective Date;
- pension entitlements based on the German Pension Rights Adjustment Act (*Versorgungsausgleichsgesetz*) to which qualifying former spouses of employees from the CE Business Division are entitled;
- pension commitments to employees of the CE Business Division with whom active employment relationships exist on the Hive-Down Effective Date;
- pension commitments to acting or former members of the Management Board of METRO AG and their surviving dependants;

d) all rights and obligations

- from existing pension reinsurance cover for the pension commitments listed in § 4.5 lit. c) of this Demerger Agreement;
- from existing insurance policies for the pension commitments listed in § 4.5 lit. c) of this Demerger Agreement that have been taken out by METRO AG to satisfy direct insurance commitments;
- with respect to pension scheme and pension fund assets to the extent that they are allocable to the pension commitments specified in § 4.5 lit. c) of this Demerger Agreement; and
- with respect to the legal responsibility regarding METRO Unterstützungskasse e.V., including any legal positions regarding cover funds existing there, and vice versa any existing funding obligations; as well as

- any and all rights and obligations of METRO AG vis-à-vis Pensions-Sicherungs-Verein Versicherungsverein auf Gegenseitigkeit (PSVaG), irrespective of whether these relate to the pension commitments listed in § 4.5 lit. c) or in § 5.5 lit. d) of this Demerger Agreement; as well as
- e) the tax receivables listed in **Annex 4.5.e)**, in each case including – if any – related tax ancillary payments as defined in § 3 para. 4 of the German General Tax Code (*Abgabenordnung* – AO) that may arise.

4.6 Further liabilities

In addition, the following liabilities of METRO AG shall form part of the CE Assets:

- a) the contingencies specified in **Annex 4.6.a)** for which provisions have been created;
- b) liabilities to CE Associated Companies, unless they concern the MWFS Business Division;
- c) the Revolving Credit Facility Agreement yet to be concluded with respect to the CE Business Division and the related finance documents (including, in particular, letters of engagement and fee agreements) with all pertaining rights and obligations;
- d) any liabilities from commercial papers issued or yet to be issued under the EUR 2 billion French Commercial Paper Programme (EUR 2,000,000,000 French Billets de Trésorerie Programme pursuant to the Information Memorandum dated 15 April 2016 (as amended from time to time)), each including the respective rights and obligations relating thereto or to the Programme as such and the pertaining and/or related contractual relationships and the pertaining rights and obligations (including in particular rights and obligations from assumption agreements, paying agent agreements, agency agreements and listing agreements);
- e) the tax liabilities recognised in the balance sheet, as listed in **Annex 4.6.e)**, in each case including any related tax ancillary payments as defined in § 3 para. 4 AO; and also

- f) the contingent tax liabilities not recognised in the balance sheet, as listed in **Annex 4.6.f)**, in each case including any related tax ancillary payments as defined in § 3 para. 4 AO that may arise.

4.7 Contracts

In addition, the following assets of METRO AG shall form part of the CE Assets:

- a) the contracts and other contractual and legal relationships and the respective pertaining rights and obligations listed in **Annex 4.7.a)**;
- b) this Demerger Agreement and any rights and obligations in connection with the demerger audit; and also
- c) any legal relationships (including contract offers, protection of legitimate expectations, grandfathering, decision-making rights) supplementing, modifying, extending, terminating or substituting the legal relationships stated in § 4 of this Demerger Agreement, as well as any legal relationships relating to the items forming part of the CE Assets.

4.8 Memberships

Furthermore, the CE Assets shall include the memberships and other legal positions and duties towards the associations, groups and organisations listed in **Annex 4.8**.

4.9 Litigation and legal proceedings

The CE Assets shall further include (i) the litigation listed in **Annex 4.9.1**; (ii) the litigation listed in **Annex 4.9.2**; and (iii) other litigation and other procedural legal relationships resulting from the title to items or the position as contracting party in contracts forming part of the CE Assets. Moreover, the CE Assets shall include the rights or obligations of METRO AG asserted under such litigation or legal proceedings and also the related contracts, including in particular the contracts listed in **Annex 4.9.3** relating to the litigation listed in **Annex 4.9.1**.

4.10 Assets of METRO AG as a public company listed on German stock exchanges

The CE Assets shall further include any and all assets of METRO AG which have come into existence or will still come into existence at METRO AG in its capacity as a listed public company, in particular:

- a) all rights and obligations of METRO AG towards shareholders of METRO AG, including in particular:
 - those resulting from agreements with or promises from shareholders, including the pertaining agreement;
 - those resulting from litigation or legal proceedings with shareholders; and also
 - those resulting from shareholders' dividend rights;
- b) the commission relationship and any rights and obligations of METRO AG towards its independent auditor;
- c) all rights and obligations of METRO AG in connection with the admission of METRO shares (German Securities ID ordinary shares: 725750, ISIN: DE0007257503; German Securities ID preference shares: 725753, ISIN: DE0007257537) to the Regulated Market of the Frankfurt Stock Exchange (Prime Standard) as well as to the stock exchange in Düsseldorf and the participation in over-the-counter trading of the stock exchanges in Berlin, Hamburg, Hanover, Munich and Stuttgart as well as the Tradegate Exchange;
- d) all rights and obligations out of or in connection with the legal relationships under public law stated in **Annex 4.10.d)**; and also
- e) all business documents relating to METRO AG in its capacity as a stock corporation and public company listed on German stock exchanges.

4.11 Other assets of the CE Business Division

In addition, the following assets of METRO AG shall form part of the CE Assets:

- a) all assets recognised in the balance sheet as per 1 October 2016, 00:00 a.m. derived from the Closing Balance Sheet (§ 3.3 of this Demerger Agreement), hereto attached as **Annex 4.11.a)** (CE Balance Sheet);
- b) all assets that do not require recognition in the balance sheet, cannot be recognised in the balance sheet or are actually not included in the balance sheet, having arisen or henceforth arising from the business activities of the CE

Business Division or otherwise existing in connection with items of the CE Assets;

- c) all assets that according to the generally accepted accounting principles are recorded in the company code of the CE Business Division as of the Relevant Hive-Down Date or subsequently become thus recorded;
- d) all assets forming the functionally material operational basis of the CE Business Division on 30 September 2016 12:00 p.m./1 October 2016, 0:00 a.m.;
- e) all assets resulting from the activities of staff from the CE Business Division in the period from the Relevant Hive-Down Date and that do not relate to the MWFS Business Division; and also
- f) all assets resulting from legal acts that were or are performed, express or implied, on behalf of the CE Business Division, in particular for the CE Branch of Activity.

4.12 Neutral assets

Furthermore, the following so-called neutral assets, most of which neither pertain clearly to the CE Business Division nor clearly to the MWFS Business Division, shall be allocated to the CE Assets:

- a) The assets listed in **Annex 4.12.1** shall be allocated to the CE Assets in the extent therein described to remain with METRO AG.
- b) The partial claim described in **Annex 4.12.2** shall be allocated to the CE Assets for contribution into MWFS AG.
- c) The assets listed in **Annex 4.12.3** shall be allocated to the extent described therein to the CE Assets for contribution into MGLEH (which is allocated to the Spin-Off Assets).

§ 5

Hive-Down Assets

With the exception of the CE Assets and the Spin-Off Assets, all of the assets of METRO AG shall form part of the Hive-Down Assets, including, but not limited to the following specified assets of METRO AG:

5.1 Company interests

The Hive-Down Assets shall comprise, in particular:

- a) any and all shares held by METRO AG in the companies listed in **Annex 5.1.a)** (these companies as well as companies in which the latter companies hold a direct or indirect interest, together with MWFS AG and the companies listed in § 17.3 of this Demerger Agreement and their respective direct or indirect subsidiaries and company interests are herein also referred as "**MWFS Associated Companies**"); as well as
- b) the loan granted that are listed in **Annex 5.1.b)** and any and all loans granted to MWFS Associated Companies that occurred after the Relevant Hive-Down Date, in each case including the legal relationships underlying such borrowings.

The allocation of a company interest to the Hive-Down Assets shall include all pertaining rights and obligations, including in particular any entitlement to a share in profits. The same shall apply with respect to syndication agreements and other shareholder agreements connected with or related to such company interest as well as to enterprise agreements, and also, in the event that the company interest is not vested in company law, but is merely an economic interest (e.g. through a trust relationship), with respect to the legal position that confers the economic interest. Enterprise agreements that were or are entered into with other MWFS Associated Companies (also if they are held indirectly) than those MWFS Associated Companies listed in § 17.3 of this Demerger Agreement and their subsidiaries shall also form part of the Hive-Down Assets. The same shall apply to loss assumption declarations that were or are issued vis-à-vis such companies.

5.2 Personal assets

In addition, the Hive-Down Assets shall comprise, in particular:

- a) the employment relationships with the employees of METRO AG listed in **Annex 5.2.a)** and also all existing contracts and other legal relationships with these employees and the resulting rights and obligations (including the obligations under social security law);
- b) all rights and obligations of METRO AG towards current or retired members of corporate bodies, members of staff or employees of the MWFS Associated Companies or company interests previously allocated to the MWFS Business Division; and also
- c) with the exception of pension commitments (current pensions, vested expectant rights and similar obligations, in particular from transitional benefits for early and premature retirement), all rights and obligations of METRO AG towards the members of the Management Board of METRO AG no longer acting on the Relevant Hive-Down Date and their surviving dependants, including the rights and obligations arising from the status as members of a corporate body and all contracts or other legal relationships, including in particular employment and severance agreements.

5.3 Items of property

In addition, the Hive-Down Assets shall comprise, in particular:

- a) the business documents (including those stored on mobile data storage devices) of METRO AG that are neither located in the premises of the CE Branch of Activity (Brücke 1, 1st floor, Schlüterstraße 1, 40235 Düsseldorf) nor kept by staff or service providers of the CE Branch of Activity exclusively for the CE Business Division.
- b) the tenancy agreements listed in **Annex 5.3.b)** and the facility management agreement also listed therein;
- c) the agreements on car leasing listed in **Annex 5.3.c)** as well as other rental or lease agreements or usage relationships of METRO AG for movable property allocable to the MWFS Business Division and owned by a third party; as well as
- d) the rights equivalent to real property and rights in real property listed in **Annex 5.3.d).**

5.4 Industrial property rights

In addition, the Hive-Down Assets shall comprise, in particular:

- a) any internally generated property rights and similar rights and assets, purchased concessions, industrial property rights and similar rights and assets as well as licenses and other legal positions in connection with such property rights and assets, including, but not limited to all legal positions of METRO AG in the trademarks listed in **Annex 5.4.a)**;
- b) any know-how not to be allocated exclusively to the CE Business Division and its employees, including media materials (photos, videos, charts, audio material etc.) ("**MWFS Know-How**"); as well as
- c) any rights of METRO AG in internally generated software as well as the software licenses to be allocated to the MWFS Business Division, in particular the activities of the MWFS Branch of Activity.

To the extent that METRO AG is only a joint beneficiary of MWFS Know-How, its co-beneficial interest shall form part of the Hive-Down Assets.

5.5 Finance, duties and pensions

In addition, the Hive-Down Assets shall comprise, in particular:

- a) the bank accounts listed in **Annex 5.5.a)**, in each case with the pertaining entries, balances, rights and obligations;
- b) the rights and obligations of METRO AG from the collateral, joint obligations and liabilities of METRO AG listed in **Annex 5.5.b).1** as well as from comfort letters of METRO AG for liabilities of MWFS Associated Companies, including, but not limited to the comfort letters listed in **Annex 5.5.b).2**;
- c) the rights and obligations of METRO AG from or in connection with the collateral, joint obligations and liabilities assumed by a third party (in particular rights to recourse and security rights of the third party) as listed in **Annex 5.5.c)**;
- d) the rights and obligations (including obligations relating to any insufficient funds of pension institutions) arising from or in connection with the following

pension commitments existing at METRO AG (current pensions, vested expectant rights and similar obligations, including in particular from transition payments for early and premature retirement):

- pension commitments to employees of the MWFS Business Division with whom employment relationships exist at the Hive-Down Effective Date which are transferred to MWFS AG pursuant to §§ 324 UmwG and 613a para. 1 of the German Civil Code (*Bürgerliches Gesetzbuch*);
 - pension commitments to those employees of the MWFS Business Division who retired or will retire between the Relevant Hive-Down Date and the Hive-Down Effective Date, and their surviving dependants; as well as
 - pension entitlements based on the German Pension Rights Adjustment Act (*Versorgungsausgleichsgesetz*) to which qualifying former spouses of employees from the MWFS Business Division are entitled;
- e) all rights and obligations
- from existing pension reinsurance cover for the pension commitments listed in § 5.5 lit. d) of this Demerger Agreement;
 - from existing insurance policies for the pension commitments listed in § 5.5 lit. d) of this Demerger Agreement that have been taken out by METRO AG to satisfy direct insurance commitments; as well as
 - with respect to pension scheme and pension fund assets to the extent that they are allocable to the pension commitments specified in § 5.5 lit. d) of this Demerger Agreement.
- f) the receivables listed in **Annex 5.5.f).1**, the partial receivable listed in **Annex 5.5.f).2** as well as any receivables from MWFS Associated Companies coming into existence after the Relevant Hive-Down Date; as well as
- g) the tax receivables listed in **Annex 5.5.g)**, in each case including any related tax ancillary payments as defined in § 3 para. 4 AO that may arise.

5.6 Further liabilities

In addition, the Hive-Down Assets shall comprise, in particular:

- a) the liabilities listed in **Annex 5.6.a)** as well as any and all liabilities to MWFS Associated Companies, unless they concern the CE Business Division;
- b) the liabilities from the bonds listed in **Annex 5.6.b)** and from other bonds that were or still will be issued under the programmes specified therein, each including the respective rights and obligations relating thereto or to the Programme as such and the pertaining and/or connected contractual relationships and the pertaining rights and obligations (including in particular from assumption agreements, paying agent agreements, agency agreements and listing agreements);
- c) the liabilities from the bonded loans listed in **Annex 5.6.c)**, in each case including the pertaining and/or connected contractual relationships and the pertaining rights and obligations (including in particular rights and obligations arising from the bonded loan agreements themselves and paying agent agreements);
- d) the agreements with banks listed in **Annex 5.6.d)**, in each case including the pertaining contractual relationships and the pertaining rights and obligations (among other things, loan repayment obligations); this includes, without limitation, the EUR 1,000,000,000 Revolving Credit Facility Agreement last amended on 30 April 2014 as well as the EUR 1,525,000,000 Revolving Credit Facility Agreement also last amended on 30 April 2014, both as amended and including the Demerger Consent, Amendment and Restatement Agreements yet to be concluded and in each case the finance documents in connection therewith (including, but not limited to mandate letters and fee agreements);
- e) the tax liabilities listed in **Annex 5.6.e)** that are recognised in the balance sheet, in each case including any related tax ancillary payments as defined in § 3 para. 4 AO that may arise;
- f) the uncertain tax liabilities listed in **Annex 5.6.f)** that are not recognised in the balance sheet, in each case including any related tax ancillary payments as defined in § 3 para. 4 AO that may arise;
- g) any contingent liabilities from prospectus liability in connection with the admission to the stock exchange described in § 33 of this Demerger Agreement.

5.7 Contractual agreements

In addition, the Hive-Down Assets shall comprise, in particular:

- a) the contractual agreements and other obligatory and legal relationships listed in **Annex 5.7.a)**, including the pertaining rights and obligations; as well as
- b) any legal relationships (including contract offers, protection of legitimate expectations, grandfathering, decision-making rights) supplementing, modifying, extending, terminating or substituting the legal relationships stated in § 5 of this Demerger Agreement, as well as any legal relationships relating to the items forming part of the Hive-Down Assets.

5.8 Memberships

Furthermore, the Hive-Down Assets shall include all memberships and other legal positions and duties of METRO AG towards the associations, groups and organisations listed in **Annex 5.8**.

5.9 Litigation and legal proceedings

Furthermore, the Hive-Down Assets shall comprise the relationships regarding the litigation as listed in **Annex 5.9** as well as all other litigation and legal relationships regarding proceedings of METRO AG in respect of items of the Hive-Down Assets or otherwise of the MWFS Business Division, in each case including the rights or obligations of METRO AG asserted under such litigation or legal proceedings and also the related contracts.

5.10 Other assets of the MWFS Business Division

In addition, the Hive-Down Assets shall comprise, in particular:

- a) any and all assets recognised in the balance sheet as per 1 October 2016, 00:00 a.m. derived from the Closing Balance Sheet (§ 3.3 of this Demerger Agreement), hereto attached as **Annex 5.10.a)** (Hive-Down Balance Sheet);
- b) any and all assets that do not require recognition in the balance sheet, cannot be recognised in the balance sheet or are actually not included in the balance sheet, having arisen or henceforth arising from the business activities of the

MWFS Business Division or otherwise existing in connection with items of the Hive-Down Assets;

- c) any and all assets that according to the generally accepted accounting principles are recorded in the company code of the MWFS Business Division as of the Relevant Hive-Down Date or subsequently become thus recorded;
- d) any and all assets forming the functionally material operational basis of the MWFS Business Division on 30 September 2016 12:00 p.m./1 October 2016, 0:00 a.m.;
- e) any and all assets resulting from the activities of staff from the MWFS Business Division in the period from the Relevant Hive-Down Date and that do not relate to the CE Business Division; and also
- f) any and all assets resulting from legal acts that were or are performed, express or implied, on behalf of the MWFS Business Division, in particular for the MWFS Branch of Activity.

§ 6

Provisions governing the Hive-Down Assets and the CE Assets

6.1 Trademark usage rights

METRO AG shall remain entitled to use the METRO trademark free of charge from the Relevant Hive-Down Date to the extent existing as at the Relevant Hive-Down Date, in particular to use the trademark in its company name. This right shall also comprise the usage right for companies affiliated with METRO AG as at the Relevant Hive-Down Date. The right shall not be transferable and shall expire three months after the register entry of an amendment of § 1 para. 1 of METRO AG's Articles of Association resolved by the ordinary general meeting of METRO AG.

6.2 Co-usage right for know-how

To the extent that know-how that is part of Hive-Down Assets was also used for the CE Business Division at the Relevant Hive-Down Date, METRO AG shall retain a non-exclusive, non-transferable, free-of-charge and non-terminable usage right in this respect, together with the right to sublicense such right to its affiliated companies. To the extent that a fee has to be paid to third parties for such know-how,

METRO AG shall reimburse such fees to MWFS AG on a pro-rata basis, to the extent that such fees relate to the usage by the CE Business Division between the Relevant Hive-Down Date and the taking effect of the hive-down or to the usage by METRO AG after the taking effect of the hive-down.

6.3 French Commercial Paper Programme

With regard to the EUR 2 billion French Commercial Paper Programme specified in § 4.6. lit. d) of this Demerger Agreement, the Parties agree that METRO AG shall continue such programme until the Hive-Down Effective Date for the account of and according to the instructions by MWFS AG. Accordingly, METRO AG shall issue bonds under the French Commercial Paper Programme when instructed by MWFS AG and shall pass on the resulting proceeds to MWFS AG. MWFS AG shall indemnify METRO AG from any liabilities arising from or in connection with the French Commercial Paper Programme. MWFS AG shall bear any costs associated with the continuation of the programme. METRO AG shall receive a fee for the continuation that is customary in the market.

6.4 Changes regarding assets after the Relevant Hive-Down Date

The partial receivable of the CE Assets specified in § 4.12. lit. b) shall not be allocated to METRO AG to remain with METRO AG for the purposes of the CE Business Division, but for contribution without consideration into MWFS AG and the pertaining economic allocation to the MWFS Business Division. The corresponding contribution has already been made by METRO AG into METRO Zwischenholding KG and subsequently from METRO Zwischenholding KG into MWFS AG.

6.5 Economic allocation of taxes

In relation to all tax receivables and tax liabilities (whether certain or uncertain, recognised or not recognised in the balance sheet) of METRO AG, § 26 of this Demerger Agreement as well as Section D of the Group Separation Agreement (§ 34 of this Demerger Agreement) shall apply, both of which govern the economic allocation between the Parties to the MWFS Business Division and to the CE Business Division internally and, at the same time, undertake an internal risk allocation between the Parties. In the event of any conflict, the provisions agreed in Section D of the Group Separation Agreement (§ 34 of this Demerger Agreement) shall prevail as special provisions over the rules stipulated in § 26 of this Demerger Agreement.

6.6 Pension liabilities to active Management Board members of METRO AG

It is intended that the currently acting members of METRO AG's Management Board, Mr. Olaf Koch, Mr. Pieter C. Boone and Mr. Heiko Hutmacher shall resign from their positions in METRO AG as at the Spin-Off Effective Date (§ 25.2 of this Demerger Agreement) by amicable agreement and shall be appointed members of the Management Board of MWFS AG. In this context, the obligations of METRO AG from pension commitments for active members of METRO AG's Management Board shall be assumed by MWFS AG with full discharging effect. Therefore, MWFS AG undertakes to indemnify METRO AG from any obligations arising under these pension commitments.

6.7 Financing of pension liabilities

The provisions for the pension commitments listed in § 5.5 lit. d) of this Demerger Agreement shall be recognised at MWFS AG after the hive-down taking effect, while the provisions for the pension commitments listed in § 4.5 lit. c) of this Demerger Agreement shall continue to be recognised at METRO AG.

No later than at the time when the hive-down takes effect, both METRO AG and MWFS AG will be members of Hamburger Pensionsrückdeckungskasse VVaG.

No later than from the time of the hive-down taking effect, both METRO AG and MWFS AG will be members of Hamburger Pensionskasse von 1905 VVaG. The Parties shall ensure that the cover assets existing at Hamburger Pensionskasse von 1905 VVaG are allocated to the CE Assets or to the Hive-Down Assets in accordance with the allocation of the pension trust commitments granted by METRO AG pursuant to § 4.5 lit. c) and § 5.5 lit. d) of this Demerger Agreement and will be available in future in accordance with their allocation as cover assets for commitments of METRO AG and MWFS AG, respectively. The same shall apply to cover assets of other pension trusts through which the settlement of commitments of METRO AG in relation to benefits under company pension schemes is effected, as well as to cover assets of Swiss Life International Pension Fund a.s.b.l. In particular with Swiss Life International Pension Fund a.s.b.l. , the Parties shall enter into corresponding understandings until the hive-down takes effect.

METRO AG shall remain the sponsoring entity of METRO Unterstützungskasse e.V. MWFS AG shall not become the sponsoring entity of METRO Unterstützungskasse e.V. As from the Hive-Down Effective Date, the cover assets existing at METRO Un-

terstützungskasse e.V. shall be available exclusively as cover assets for pension fund commitments made through METRO Unterstützungskasse e.V. to the extent that such cover assets form part of the CE Assets pursuant to § 4.5 lit. c) of this Demerger Agreement.

6.8 Assumption of costs for objecting employees

At the Hive-Down Effective Date, all employment relationships entered into with METRO AG employees that are allocated to the MWFS Branch of Activity at that time will transfer to MWFS AG together with all rights and obligations, unless the employees affected object to such transfer pursuant to § 613a para. 6 German Civil Code. METRO AG and MWFS AG undertake to inform each other immediately about any such objections. In the case of such objections, MWFS AG shall indemnify METRO AG from any appropriate costs and expenses incurred by METRO AG for the period from the Hive-Down Effective Date due to the continuation of the employment relationships between objecting employees and METRO AG (including costs for the employee's remuneration and the costs and expenses for the termination of the employment relationship), in each case provided that METRO AG immediately issues a termination against the objecting employee at the next possible date. METRO AG shall conduct the termination of employment relationships, including any legal proceedings, in accordance with the instructions and for the account of MWFS AG, and MWFS AG shall provide logistic support to METRO AG to the extent legally permissible.

6.9 Separation of claims from the underlying agreements

To the extent that a claim pursuant to § 4.12 of this Demerger Agreement remains part of the CE Assets, but the underlying contractual relationship is transferred to MWFS AG as part of the Hive-Down Assets upon the hive-down taking effect, MWFS AG shall not modify the contractual relationship in a manner or exercise rights thereunder in a manner which detrimentally affects the claim allocated to METRO AG.

III.

Consideration and capital measures; special rights and privileges

§ 7

Granting of shares and capital measures

- 7.1 By way of consideration for the transfer of the Hive-Down Assets to MWFS AG, METRO AG shall receive 3,601,217 no-par value ordinary bearer shares in MWFS AG and 29,755 no-par value non-voting preference bearer shares in MWFS AG.
- 7.2 The shares to be granted by MWFS AG will be entitled to a share in profits for the financial years from (and including) 1 October 2016.
- 7.3 In order to implement the hive-down, MWFS AG shall increase its share capital by EUR 3,630,972 through the issue of 3,601,217 no-par value ordinary bearer shares and 29,755 no-par value non-voting preference bearer shares in MWFS AG ("**Hive-Down Capital Increase**"). Each new no-par value share shall account for EUR 1 in the amount of the share capital increase.
- 7.4 The contribution in kind is made by transfer of the Hive-Down Assets. To the extent that the value at which the contribution in kind made by METRO AG is received by MWFS AG exceeds the amount of the share capital increase specified in § 7.3 of this Demerger Agreement, such excess amount shall be transferred to the capital reserve of MWFS AG pursuant to § 272 para. 2 no. 1 of the German Commercial Code (*Handelsgesetzbuch* – HGB).

§ 8

Granting of special rights and benefits

Those special rights and benefits within the meaning of § 126 para. 1 no. 7 and 8 UmwG that are described in more detail in § 30 and § 31 of this Demerger Agreement will be granted.

IV.

Consequences of the hive-down for the employees and their representative bodies

The hive-down results in the transfer of the MWFS Branch of Activity within the meaning of § 613a BGB to MWFS AG, which so far has been a subsidiary of METRO AG, while the CE Branch of Activity remains with METRO AG. Upon the hive-down taking effect, the opera-

tional activities of METRO AG, which currently consist of the CE Branch of Activity and the MWFS Branch of Activity, are divided up under works constitution law: The division under works constitution laws results in the creation of two separate independent operational activities which shall exist in two separate companies: the CE operational activities at METRO AG ("**CE Operational Activities**") and the MWFS operational activities at MWFS AG ("**MWFS Operational Activities**").

Against the backdrop of the division under works constitution law, METRO AG and its works council agreed on a reconciliation of interests on 8 November 2016. The reconciliation of interests governs the division under works constitution law of the previous operational activities of METRO AG as of the Hive-Down Effective Date into the two independent operational activities of the CE Operational Activities and the MWFS Operational Activities and mostly contains provisions regarding the separate operating organisation and the separate management of the CE Operational Activities and the MWFS Operational Activities, the allocation of employees to the two operational activities, the CE Operational Activities and MWFS Operational Activities, and the responsibility of METRO AG's works council.

By virtue of the spin-off of the Spin-Off Assets to MWFS AG following the hive-down, MWFS AG will leave the company group of METRO AG and will become a separate, independent company, which will become a listed company immediately thereafter.

This Section B.IV describes the consequences of the hive-down for the employees and their representative bodies as well as the measures envisaged in this context. The consequences of the spin-off for the employees and their representative bodies as well as the measures envisaged in this context are described in C.III.

§ 9

Individual legal effects of the hive-down for the employees

- 9.1 At the Hive-Down Effective Date, all employment relationships entered into with METRO AG employees that are allocated to the MWFS Branch of Activity at that time will transfer to MWFS AG together with all rights and obligations, unless the employees affected object to such transfer pursuant to § 613a para. 6 BGB. **Annex 5.2.a)** contains a list of the personnel numbers of those employees who are allocated to the MWFS Branch of Activity at the Relevant Hive-Down Date and whose employment relationships will be transferred to MWFS AG based on the status at the Relevant Hive-Down Date. The list shall be updated until the Hive-Down Effective Date and shall then include the personnel numbers of those employees who are

allocated to the MWFS Branch of Activity as at the date the hive-down of the MWFS Branch of Activity takes effect and who are therefore transferred to MWFS AG. In connection with the transferred employment relationships, the hive-down shall not result in any changes in the contractual employment conditions, including any business routines, collective commitments and uniform rules. The transferred employment relationships will continue with MWFS AG by operation of law, with existing periods of service being taken into account. The place of service shall not change as a consequence of the transfer of the employment relationships.

- 9.2 METRO AG's employees allocated to the MWFS Branch of Activity shall be informed about the hive-down, the reasons for the hive-down and the associated consequences pursuant to § 324 UmwG in conjunction with § 613a para. 5 BGB. Within one month of receipt of this information, the employees affected may exercise their right to object to the transfer of their employment relationships to MWFS AG pursuant to § 613a para. 6 BGB. The employment relationships of the employees who object to the transfer of their employment relationships pursuant to § 613a BGB are not transferred to MWFS AG, but will remain at METRO AG. Employees who object to the transfer of their employment relationships to MWFS AG must expect to become subject to a dismissal due to operational reasons.
- 9.3 The termination of the employment relationship of an employee based on the transfer of the MWFS Branch of Activity to MWFS AG is invalid pursuant to § 324 UmwG in conjunction with § 613a para. 4 BGB. The right to terminate for other reasons remains unaffected pursuant to § 613a para. 4 sent. 2 BGB.
- 9.4 The employment relationships of the employees to be allocated to the CE Branch of Activity will not be affected by the hive-down. **Annex 4.2.c)** includes a list of personnel numbers of those employees who are allocated to the CE Branch of Activity as at the Relevant Hive-Down Date and whose employment relationships existing at the Relevant Hive-Down Date will not be transferred to MWFS AG. The list shall be updated until the Hive-Down Effective Date and shall then include the personnel numbers of those employees who are allocated to the CE Branch of Activity as at the date of the transfer of the MWFS Branch of Activity and who are therefore not transferred to MWFS AG.
- 9.5 Commitments for benefits under occupational pension schemes granted to employees of METRO AG shall be continued after the hive-down takes effect by METRO AG or, to the extent that the employment relationships are transferred to

MWFS AG, by MWFS AG, taking into account the vested period of service. This shall also apply to vested entitlements to benefits under occupational pension schemes which were acquired by active employees of METRO AG for employment periods that are already completed. Direct commitments, direct insurance commitments as well as commitments to be settled via Hamburger Pensionskasse von 1905 VVaG or another pension trust or Swiss Life International Pension Fund a.s.b.l., in each case granted to employees of METRO AG, shall be continued unchanged. No later than at the time when the hive-down takes effect, both METRO AG and MWFS AG shall be members of Hamburger Pensionskasse von 1905 VVaG, and METRO AG and MWFS AG shall have entered into agreements with Swiss Life International Pension Fund a.s.b.l. which allow for a continuation of the commitments for benefits under company pension schemes. Pension fund commitments to be settled via METRO Unterstützungskasse e.V. and granted to employees that remain with METRO AG shall be continued unchanged. It is intended that the pension fund commitments to be settled via METRO Unterstützungskasse e.V. and granted to employees who are transferred to MWFS AG will be continued in form of a direct commitment as from the Hive-Down Effective Date.

- 9.6 The hive-down shall have no effects on the bonus agreements or long-term incentive programmes that apply to certain employees in the operational activities of METRO AG. However, the spin-off, as described in § 20.2 of this Demerger Agreement, will have an impact on these bonus agreements or long-term incentive programmes.
- 9.7 As from the Hive-Down Effective Date, METRO AG and MWFS AG will be jointly and severally liable pursuant to § 133 UmwG for liabilities arising from both the employment relationships that are transferred to MWFS AG and those remaining with METRO AG that were created before the hive-down takes effect. In this context, METRO AG shall only be liable for these liabilities if such liabilities become due prior to the expiry of five years after the hive-down and claims therefrom have been determined against METRO AG in a form described in § 197 para. 1 nos. 3 to 5 BGB, if METRO AG has acknowledged the claim in writing or a judicial or regulatory act of enforcement is conducted or applied for. The abovementioned term is ten years for any benefit obligations that have arisen prior to the Hive-Down Effective Date under the German Company Pensions Act (*Betriebsrentengesetz* – BetrAVG). The five-year or ten-year term shall commence on the day on which the registration of the hive-down is published in the commercial register. MWFS AG shall be liable from

the Hive-Down Effective Date for all claims under the employment relationships transferred to MWFS AG even beyond the abovementioned term.

- 9.8 MWFS AG currently has no operational activities and does not employ any employees. Therefore, the hive-down has no consequences for employees of MWFS AG.

§ 10

Consequences of the hive-down for the employees' representative bodies under works constitution law

- 10.1 The works council, which is currently responsible for both branches of activity (CE Branch of Activity and MWFS Branch of Activity) of METRO AG, will continue to exist for the MWFS Operational Activities of MWFS AG upon the division of the operational activities of METRO AG under works constitution law which will occur upon the hive-down taking effect: The MWFS Operational Activities will continue the operational identity of the original operational activities at METRO AG. Therefore, the works council will remain in office at the MWFS Operational Activities of MWFS AG. For the CE Operational Activities, there will be no separate works council for the time being; a new works council may be elected for the CE Operational Activities after the division of the operational activities of METRO AG under works constitution law which will occur upon the hive-down taking effect. The works council of the operational activities existing at METRO AG prior to the division of operational activities will perform a transitional mandate for the employees of the CE Operational Activities of METRO AG pursuant to § 21a of the German Works Constitution Act (*Betriebsverfassungsgesetz – BetrVG*) until a separate works council is elected for the CE Operational Activities, however, not longer than until the expiry of a six-month period after the division of operational activities. The composition of the works council will not change during the term of the transitional mandate. However, after completion of the transitional mandate, the works council membership of those employees who remain employees of METRO AG will end automatically.
- 10.2 The representative body for severely disabled persons existing for the operational activities of METRO AG prior to the division under works constitution law will continue to exist for the MWFS Operational Activities. However, the composition will be changed insofar as those members of the representative body for severely disabled persons, who are not transferred to MWFS AG together with the MWFS Branch of Activity by way of the hive-down, will remain employees of METRO AG and will cease to hold their office. After the division of the operational activities under works

constitution law in the context of the hive-down, a new representative body for severely disabled persons may be elected in the CE Operational Activities of METRO AG. There is no representative body for young employees or trainees in the operational activities of METRO AG.

- 10.3 The group works council existing at METRO AG and the European works council shall remain unaffected by the hive-down. Besides, the hive-down shall not have any effects on the group representative body for severely disabled persons, either. There is no group representative body for young employees or trainees at METRO AG.
- 10.4 The economic committee existing at METRO AG shall continue to exist at MWFS AG after the hive-down.

§ 11

Consequences of the hive-down for existing collective and works agreements

- 11.1 METRO AG, which employs staff in Düsseldorf and in Berlin, is a member of Handelsverband Deutschland e.V., an umbrella association of employers' associations, as well as in particular of the employers' associations Handelsverband Nordrhein-Westfalen e.V. and Handelsverband Berlin-Brandenburg e.V., and for this reason METRO AG is bound by the collective agreements entered into between Handelsverband Nordrhein-Westfalen e.V. and Vereinte Dienstleistungsgewerkschaft (ver.di) for the retail sector in North Rhine-Westphalia and the collective agreements entered into between Handelsverband Berlin-Brandenburg e.V. and Vereinte Dienstleistungsgewerkschaft (ver.di) for the retail sector in Berlin. In this regard, the hive-down will not result in any changes for employees whose employment relationship is not transferred to MWFS AG.
- 11.2 MWFS AG, due to its operating activities in the past, is also a member of Handelsverband Deutschland e.V., an umbrella association of employers' associations, as well as in particular of the employers' associations Handelsverband Nordrhein-Westfalen e.V. and Handelsverband Berlin-Brandenburg e.V., and for this reason MWFS AG is bound to the collective agreements entered into between Handelsverband Nordrhein-Westfalen e.V. and Vereinte Dienstleistungsgewerkschaft (ver.di) for the retail sector in North Rhine-Westphalia, Germany and the collective agreements entered into between Handelsverband Berlin-Brandenburg e.V. and

Vereinte Dienstleistungsgewerkschaft (ver.di) for the retail sector in Berlin. Accordingly, the collective agreements applicable to the employees who are transferred to MWFS AG at the Hive-Down Effective Date will continue to apply on the basis applicable at the time when the hive-down takes effect. The collective agreements shall continue to apply under collective labour law for employees subject to collective agreements. In this respect, the hive-down does not result in any changes for the employees transferred to MWFS AG.

- 11.3 Works agreements which at the Hive-Down Effective Date apply to the employment relationships of the employees allocated to the CE Branch of Activity under collective labour law will continue to apply unchanged under collective labour law also after the hive-down has taken effect, regardless of whether or not a new works council for the CE Operational Activities is elected. Works agreements which at the Hive-Down Effective Date apply to the employment relationships of the employees allocated to the MWFS Branch of Activity under collective labour law will continue to apply unchanged under collective labour law also after the hive-down has taken effect.
- 11.4 Group-wide works agreements will continue to apply unchanged under collective labour law for the employees to be allocated to the CE Operational Activities and the MWFS Operational Activities after the hive-down has taken effect.

§ 12

Consequences of the hive-down for company co-determination and the Supervisory Board

- 12.1 At METRO AG, there is a Supervisory Board pursuant to the German Co-Determination Act (*Mitbestimmungsgesetz* – "**MitbestG**"); it consists of twenty members based on the principle of parity co-determination (ten Supervisory Board members each as representatives of the shareholders and of the employees, respectively). The hive-down has no consequences for the existence and the size of METRO AG's Supervisory Board. METRO AG will remain a company with a Supervisory Board consisting of twenty members subject to the principle of parity co-determination pursuant to the provisions of the MitbestG. The composition of the Supervisory Board as well as its members' term of office will not change as a consequence of the hive-down, either. In this respect, however, there will be effects as a result of the spin-off. These effects are described in § 23.1 of this Demerger Agreement.

- 12.2 MWFS AG currently has a Supervisory Board comprising three members. The Supervisory Board of MWFS AG is currently not subject to statutory employee co-determination. It is intended to extend the Supervisory Board of MWFS AG, prior to the Hive-Down Effective Date, to twenty members, all of whom shall be elected by the Annual General Meeting of MWFS AG. The hive-down has no consequences for the existence and the size of MWFS AG's Supervisory Board. The composition of the Supervisory Board as well as its members' term of office will not change as a consequence of the hive-down, either. In this respect, however, there will be effects as a result of the spin-off. These effects are described in § 23.2 of this Demerger Agreement.

§ 13

Consequences for employees employed in the operational activities of subsidiaries

The hive-down has no consequences on the employment relationships and the employment conditions of employees employed in the subsidiaries of MWFS AG which are transferred by way of the hive-down or in MWFS AG's current subsidiaries or in the subsidiaries of METRO AG.

§ 14

Other measures envisaged with regard to employees and their representative bodies

- 14.1 As described in § 24.1 of this Demerger Agreement, METRO AG is currently planning an adjustment of its human resources planning and is in negotiations with its works council to achieve a reconciliation of interests.
- 14.2 Additional measures other than those described in §§ 9.1 to 14.1 of this Demerger Agreement are not envisaged in relation to the employees in connection with the hive-down.

C.

Spin-off

I.

Spin-off, Relevant Spin-Off Date, Spin-Off Balance Sheet, Spin-Off Assets**§ 15****Spin-off**

- 15.1 METRO AG, as transferring entity, transfers by means of a spin-off by way of acquisition pursuant to § 123 para. 2 no. 1 UmwG the part of its assets specified in § 17 of this Demerger Agreement, together with all rights and obligations (hereinafter collectively referred to as "**Spin-Off Assets**"), in their entirety to MWFS AG as receiving entity in exchange for the granting of shares in MWFS AG to the shareholders of METRO AG pursuant to § 18 of this Demerger Agreement (spin-off preserving the proportion of company interests held).
- 15.2 Assets of METRO AG that are not allocated to the Spin-Off Assets pursuant to this Demerger Agreement or that are explicitly excluded from transfer in this Demerger Agreement (in particular the assets specified in § 4.12. lit. c) of this Demerger Agreement) shall not be transferred to MWFS AG by way of spin-off.

§ 16**Relevant Spin-Off Date and fiscal transfer effective date, Closing Balance Sheet**

- 16.1 In the relationship between METRO AG and MWFS AG, the transfer of the Spin-Off Assets shall take place with economic effect as of 1 October 2016, 00:00 a.m. ("**Relevant Spin-Off Date**"). From this time onward, METRO AG and MWFS AG shall treat in their internal relationship any acts and transactions of METRO AG that concern the Spin-Off Assets to be made for the account of MWFS AG.
- 16.2 The fiscal transfer effective date for the spin-off shall be 30 September 2016, 12:00 p.m.
- 16.3 The Closing Balance Sheet of METRO AG pursuant to §§ 125 sent. 1, 17 para. 2 UmwG, which represents the basis for the spin-off, is the annual balance sheet of METRO AG as at 30 September 2016, 12:00 p.m., as described in § 3.3 of this Demerger Agreement and defined therein as Closing Balance Sheet. The annual

balance sheet of METRO AG as per 30 September 2016, 12:00 p.m. was audited by the independent auditor KPMG AG Wirtschaftsprüfungsgesellschaft in the course of the annual financial statements, which were and received an unqualified audit opinion.

- 16.4 MWFS AG shall use the carrying amounts of the Spin-Off Assets recorded in the Closing Balance Sheet for its accounting under commercial law. The Spin-Off Assets shall be recognised at fair market value for income tax purposes.
- 16.5 In the period between the conclusion of this Demerger Agreement and the Spin-Off Effective Date (§ 25.2 of this Demerger Agreement), METRO AG shall manage and dispose of the Spin-Off Assets only in the course of its ordinary business and with the due diligence of a prudent business person and shall adhere to the provisions of this Demerger Agreement.

§ 17

Spin-Off Assets and Spin-Off Balance Sheet

- 17.1 The determination of the items to be allocated to the Spin-Off Assets shall be made on the basis of the spin-off balance sheet as per 1 October 2016, 0:00 a.m., derived from the Closing Balance Sheet (§ 16.3 of this Demerger Agreement) pursuant to **Annex 17.1 ("Spin-Off Balance Sheet")**.
- 17.2 The items of the Spin-Off Assets shall be transferred regardless of whether these are required or eligible to be recognised or whether these are actually recognised (in particular in the Spin-Off Balance Sheet).
- 17.3 The Spin-Off Assets shall include
 - a) any and all shares in METRO Groß- und Lebensmitteleinzelhandel Holding GmbH (Local Court of Düsseldorf, HRB 40923);
 - b) the entire limited partnership interest in METRO Wholesale & Food Services Vermögensverwaltung GmbH & Co. KG (Local Court of Düsseldorf, HRA 24111); as well as
 - c) any and all shares in METRO Wholesale & Food Services Vermögensverwaltung Management GmbH (Local Court of Düsseldorf, HRB 78530);

in each case including any associated rights and obligations, including, in particular, all profit participation rights.

- 17.4 The Spin-Off Assets shall also include the existing control and profit-and-loss transfer agreement between METRO AG, as controlling company, and METRO Groß- und Lebensmitteleinzelhandel Holding GmbH, as dependent company, dated 30 September 1991, as amended and restated on 19 February 2013, including any resulting rights and obligations, including, in particular, the loss assumption obligation for the 2015/16 financial year. The same shall apply with regard to other enterprise agreements which were or are entered into with companies listed in § 17.3 of this Demerger Agreement or their subsidiaries and such loss assumption declarations which were or are issued vis-à-vis such companies (in particular METRO Erste Erwerbsgesellschaft mbH).
- 17.5 In addition, the Spin-Off Assets shall comprise all business records that are to be allocated exclusively to the items of the Spin-Off Assets.
- 17.6 The additions and retirements of items to/from assets and liabilities occurring in the period between the Relevant Spin-Off Date and the Spin-Off Effective Date shall be accounted for when determining the Spin-Off Assets. This shall apply, in particular, with respect to surrogates of an asset *in rem* or under the law of obligations. Accordingly, the Spin-Off Assets shall include those items of assets and liabilities to be allocated to the Spin-Off Assets based on their origin and purpose that were added to or created in the Spin-Off Assets in the period between the Relevant Spin-Off Date and the Spin-Off Effective Date. Those items of the assets and liabilities that have been sold or otherwise transferred in the period between the Relevant Spin-Off Date and the Spin-Off Effective Date or no longer exist at such point in time shall not be transferred to MWFS AG.
- 17.7 The assets of the CE Assets specified in § 4.12. lit. c) shall not be allocated to METRO AG to remain with METRO AG for the purposes of the CE Business Division, but for contribution into MGLEH (METRO Groß- und Lebensmitteleinzelhandel Holding GmbH) and the pertaining economic allocation to the MWFS Business Division. The corresponding contributions have already been made by METRO AG into MGLEH. To the extent that the assets listed in **Annex 4.12.3** (which was prepared as of the Relevant Hive-Down Date) no longer existed, in an amount of EUR 812,200,019.59 the contribution obligation of METRO AG assumed in the course of the contribution remained open, with the consequence that a payment lia-

bility of METRO AG vis-à-vis MGLEH exists in a corresponding amount (on which interest shall be payable at 0.53% p.a. from 30 September 2016, 12:00 p.m. / 1 October 2016, 0:00 a.m.).

II.

Consideration and capital measures; special rights and privileges

§ 18

Granting of shares, trustee and capital measures

- 18.1 By way of consideration for the transfer of the Spin-Off Assets to MWFS, the shareholders of METRO AG shall receive, in accordance with their respective interest (preserving the proportion of company interests held) one no-par value ordinary bearer share of MWFS AG for each no-par value ordinary bearer share of METRO AG, and one no-par value, non-voting preference bearer share of MWFS AG for each no-par value, non-voting preference bearer share of METRO AG. No additional cash payment shall be granted.
- 18.2 In total, the shareholders of METRO AG shall be granted 324,109,563 ordinary shares and 2,677,966 preference shares of MWFS AG. The shares of MWFS AG to be granted under § 18.1 of this Demerger Agreement will be the new shares to be created by means of the capital increase under § 18.4 of this Demerger Agreement.
- 18.3 The shares to be granted by MWFS AG will be entitled to a share in profits for the financial years from (and including) 1 October 2016.
- 18.4 For the implementation of the spin-off, MWFS AG shall increase its share capital by EUR 326,787,529 by issuing 324,109,563 no-par value ordinary bearer shares and 2,677,966 no-par value, non-voting preference bearer shares of MWFS AG ("**Spin-Off Capital Increase**"). Each new no-par value share shall account for EUR 1 in the amount of the share capital increase.
- 18.5 The contribution in kind is made by transfer of the Spin-Off Assets. To the extent that the value at which the contribution in kind made by METRO AG is received by MWFS AG, i.e. the commercial law carrying amount of the Spin-Off Assets at the Relevant Spin-Off Date, exceeds the amount of the share capital increase specified in § 18.4 of this Demerger Agreement, such excess amount shall be transferred to the capital reserve of MWFS AG pursuant to § 272 para. 2 no. 1 HGB.

- 18.6 METRO AG appoints Deutsche Bank Aktiengesellschaft, Frankfurt am Main, as trustee to receive the shares of MWFS AG to be granted and to deliver these to the shareholders of METRO AG. Possession of the shares to be granted will be provided to the trustee prior to the registration of the spin-off, and the trustee is instructed to provide such shares to the shareholders of METRO AG upon registration of the spin-off in the commercial register of METRO AG.

§ 19

Granting of special rights and benefits

Within the meaning of § 126 para. 1 no. 7 and 8 UmwG, those special rights and benefits that are described in more detail in § 30 and § 31 of this Demerger Agreement will be granted.

III.

Consequences of the spin-off for the employees and their representative bodies

Whereas in the course of the hive-down preceding the spin-off – as is described in Section B.IV – the MWFS Branch of Activity within the meaning of § 613a BGB will be transferred to MWFS AG and the CE Branch of Activity will remain with METRO AG, MWFS AG will leave the METRO Group due to the spin-off of the Spin-Off Assets to MWFS AG and become an autonomous, independent, listed company.

This Section C.III describes the consequences of the spin-off for the employees and their representative bodies as well as the measures envisaged in this context.

§ 20

Individual legal effects of the spin-off for the employees

- 20.1 The employment relationships of the employees of the MWFS Operational Activities, who will have been transferred to MWFS AG by means of the hive-down pursuant to § 613a BGB, will remain unaffected by the spin-off. Other than the effects described in §§ 20.2 and 20.3 of this Demerger Agreement, the spin-off will have no individual legal effects for the employees of MWFS AG.

Equally, the employment relationships of all employees of the CE Operational Activities will not be affected by the spin-off, either.

Nor will the spin-off have any individual legal effects on the employees of the companies of the future group of MWFS AG, which will be created upon the spin-off taking effect with MWFS AG as the new parent company. They will continue to be employees of their respective employer company; their employment relationships will not be affected by the spin-off.

The companies forming part of the Spin-Off Assets, i.e. METRO Groß- und Lebensmittel Einzelhandel Holding GmbH, METRO Wholesale & Food Services Vermögensverwaltung GmbH & Co. KG and METRO Wholesale & Food Services Vermögensverwaltung Management GmbH, do not employ any employees.

- 20.2 To the extent that any agreements of METRO AG or its group companies regarding bonus payments rely on financial indicators of METRO AG or of the METRO Group in order to determine the bonus factor, the indicators will be adjusted, taking into account the effects of the spin-off. To the extent that such agreements are works agreements, a corresponding adjustment will be made upon consultation with the competent works council.

The Long Term Incentive Programmes granted as of the Spin-Off Effective Date will, as is further described in § 31.1 of this Demerger Agreement and its Annex, be wound up early with effect as of the Spin-Off Effective Date, to the extent that the performance period has not expired, yet.

- 20.3 The effects of the hive-down for the commitments to company pension benefits made to employees of METRO AG and of the subsidiaries of METRO AG are described in § 9.5 of this Demerger Agreement. The spin-off will not affect the commitments to company pension benefits made to employees of METRO AG and of the subsidiaries of METRO AG. Such commitments shall be continued upon the spin-off taking effect, taking into account the vested periods of service.

§ 21

Consequences of the spin-off for the employees' representative bodies under works constitution law

- 21.1 The spin-off will have no effects on the existence, composition and term of office of the works councils existing at METRO AG and MWFS AG as well as at their group companies.

The works council that previously existed at METRO AG will, as is described in § 10.1 of this Demerger Agreement, continue to exist in the MWFS Operational Activities of MWFS AG as a consequence of the division under works constitution law which occurs simultaneously with the hive-down taking effect. In the CE Operational Activities of METRO AG, a new works council may be elected. For the duration of the transitional mandate, the employees of the CE Operational Activities of METRO AG will be represented, as is described in § 10.1 of this Demerger Agreement, by the works council that continues to exist at the MWFS Operational Activities, as long as no new works council has been elected for the CE Operational Activities, but in no case for more than six months. In this respect, the spin-off will have no effects.

The spin-off will have no effects, either, on the general works councils existing at METRO AG and MWFS AG as well as at their group companies.

The effects of the hive-down for the representative body for severely disabled persons existing at METRO AG are described above in § 10.2 of this Demerger Agreement. The spin-off will have no effects on the representative bodies for young employees and trainees, the general representative bodies for young employees and trainees as well as on the representative bodies for severely disabled persons and on general representative bodies for severely disabled persons.

The effects of the hive-down for the economic committee existing at METRO AG are described above in § 10.4 of this Demerger Agreement. The spin-off will have no effects, either, on the general works councils existing at METRO AG and MWFS AG as well as at their group companies.

- 21.2 The group works council established at METRO AG will be dissolved with the spin-off taking effect, since due to the spin-off less than 50% of the employees employed at the group companies of METRO AG will be represented by works councils. A new group works council may be established at MWFS AG upon the spin-off taking effect.

Similarly, a group representative body for severely disabled persons as well as a group representative body for young employees and trainees may be established at MWFS AG, provided that the applicable statutory requirements are met.

- 21.3 The spin-off will have no effects on the existence and term of office of the the European Works Council existing at METRO AG, but on its composition, since the members of the European Works Council, whose employment relationship will be trans-

ferred to MWFS AG or who are employed at subsidiaries of MWFS AG, will cease to be members of the European Works Council. However, upon the spin-off taking effect, the European Works Council will no longer be in charge of the employees of MWFS AG and for the employees of its group companies. A new European Works Council may be established at MWFS AG upon the spin-off taking effect. The European Works Council at MWFS AG is intended to correspond to the European Works Council currently existing at METRO AG in terms of composition, organisation and responsibilities, by means of concluding an agreement essentially corresponding to the Euroforum Agreement applicable to the European Works Council.

§ 22

Consequences for existing collective and works agreements

- 22.1 The spin-off will have not effects on the validity of collective agreements at METRO AG and MWFS AG, as described in §§ 11.1 and 11.2 of this Demerger Agreement. Nor will the spin-off have any effects on the validity of collective agreements at the group companies of METRO AG and MWFS AG.

- 22.2 The spin-off will have no effects on the works agreements applicable to the CE Operational Activities of METRO AG or to the operational activities of its group companies. The group works agreements in force at METRO AG at the Spin-Off Effective Date will remain in force under collective labour law upon the spin-off taking effect for the operational activities belonging to METRO Group.

- 22.3 The spin-off will have no effects on the works agreements applicable to the MWFS Operational Activities of MWFS AG or to the operational activities of its group companies. The group works agreements in force at METRO AG at the Spin-Off Effective Date will remain in force under collective labour law upon the spin-off taking effect for the operational activities of the MWFS group that will be created by means of the spin-off, to the extent that the arrangements made in the group works agreements do not require any further affiliation with the METRO Group.

§ 23

Consequences of the spin-off for company co-determination and the Supervisory Board

- 23.1 At METRO AG, there is a Supervisory Board pursuant to the provisions of the MitbestG based on the principle of parity co-determination. The spin-off has no consequences for the existence and the size of METRO AG's Supervisory Board. MET-

RO AG will remain a company with a Supervisory Board consisting of twenty members subject to the principle of parity co-determination pursuant to the provisions of the MitbestG (ten Supervisory Board members each as representatives of the shareholders and of the employees, respectively).

The representatives of the employees on the Supervisory Board of METRO AG will be elected by the domestic employees of all companies and operational activities of METRO Group. MWFS AG and all other companies of the MWFS Group created by the spin-off will upon the spin-off taking effect no longer be group companies of METRO AG, with the consequence that the employees of MWFS AG and any other domestic companies of the MWFS Group created by the spin-off will no longer be entitled to vote for and be elected to the Supervisory Board of METRO AG, but the Supervisory Board of MWFS AG. In this respect, the spin-off will affect the composition of the Supervisory Board: Six of the ten employee representatives on the Supervisory Board existing at METRO AG belong to the MWFS branch of activity, which will be transferred to MWFS AG. Upon the spin-off, one employee representative (Mr. Andreas Herwarth), who will be transferred to MWFS AG due to the hive-down, will leave the Supervisory Board, provided that he does not object to the transition of operational activities, as will all employees employed at subsidiaries of MWFS AG (Mr. Thomas Dommel, Mr. Werner Klockhaus, Mrs. Susanne Meister, Dr. Angela Pilkmann as well as Mr. Xaver Schiller), since due to the spin-off they no longer belong to METRO Group and are thus neither entitled to vote nor to be elected. Their positions on the Supervisory Board of METRO AG will be filled again, upon the spin-off taking effect. Upon the spin-off taking effect, it is intended that the court appointment of employee representatives from among the employees employed at the group companies of METRO AG is applied for. The Chairman of the Supervisory Board of METRO AG, Mr. Jürgen B. Steinemann, as well as the members of the Supervisory Board Mrs. Gwyn Burr as well as Mr. Mattheus P. M. (Theo) de Raad (all of whom are shareholder representatives) have resigned from their offices on the Supervisory Board with effect as of the Spin-Off Effective Date. The successors are to be elected by the Ordinary Shareholder's Meeting of METRO AG on 6 February 2017. The supervisory board of METRO AG will propose to this general meeting of shareholders – in addition to the reelection of Dr. Florian Funck and the election of Mrs. Regine Stachelhaus – to appoint Dr. Bernhard Düttmann, Mrs. Julia Goldin and Mrs. Jo Harlow as members replacing the aforementioned members leaving upon the spin-off taking effect, subject to the condition precedent of the spin-off taking effect.

- 23.2 MWFS AG currently has a Supervisory Board consisting of three members, who were appointed by the current sole shareholder, METRO Zwischenholding KG, in the course of the change of the legal form of MWFS AG into a German stock corporation. Since MWFS AG has up to now not employed any employees itself and the employees employed at its subsidiaries are not attributed to it, it currently does not have any supervisory board subject to statutory employee co-determination.

It is intended that already prior to the Hive-Down Effective Date the Supervisory Board of MWFS AG is increased to twenty members, all of whom will be elected by the General Meeting of MWFS AG. Of these, ten members will be the future shareholder representatives and ten will be elected upon proposal of the employees of the MWFS Business Division. Upon the spin-off taking effect, MWFS AG will be subject to the provisions of the MitbestG, as it will be the parent company of the MWFS Group that will be created by the spin-off and thus will employ more than 2,000 employees due to the attribution under § 5 para. 1 sent. 1 MitbestG. It will constitute a supervisory board subject to parity co-determination. Upon the spin-off taking effect, the Management Board will conduct so-called status proceedings (*Statusverfahren*) pursuant to §§ 97 et seqq. AktG. The Parties assume that upon the spin-off taking effect, pursuant to the regulations of the MitbestG, usually more than 20,000 employees will be deemed employees of MWFS AG and consequently the Supervisory Board will comprise twenty members pursuant to § 7 para. 1 sent. 1 no. 1 MitbestG, ten of whom will be Supervisory Board members representing the shareholders and ten will represent the employees. The Articles of Association of MWFS AG will be amended accordingly.

Upon registration of such amendment of the Articles of Association, the term of office of all twenty members of the Supervisory Board so extended will end by operation of law. The members of the Supervisory Board are to be newly appointed as follows: The ten Supervisory Board members representing the shareholders shall already be elected prior to the spin-off taking effect by the General Meeting of MWFS AG through METRO Zwischenholding KG as sole shareholder, subject to the condition precedent of the registration of the amendment of the Articles of Association upon completion of the status proceedings. After completion of the status proceedings, the ten Supervisory Board members representing the employees will initially be appointed by the court.

§ 24

Other measures envisaged as regards employees and their representative bodies

- 24.1 METRO AG intends to adjust the personnel planning and to reorganise certain areas. In accordance with §§ 111 et seqq. BetrVG, METRO AG deliberates on the implementation of the measures intended and negotiates a reconciliation of interests with the works council. The background for the adjustment of personnel planning is the division of the Group due to the hive-down and the spin-off, which division entails a reorganisation of various areas of the MWFS Business Division. In the course of the planned measure, it is intended according to the current planning that in almost all areas of the departments of the Chairman of the Management Board (CEO), of the Chief Financial Officer and of the Management Board member responsible for HR as well as in the areas MCC Finance, MCC Strategy, MCC HR, House of Learning and International expansion personnel will be reduced in a total extent of approx. 177 jobs (number of employees), approx. 25 of which can transfer to subsidiaries of MWFS AG and continue to be employed there.

In the course of the reorganisation of the areas, it is further intended that the employment relationships existing with approx. 10 to 13 employees will be transferred from METRO Finance B.V. to METRO AG (MWFS Business Division) as of 1 January 2017.

- 24.2 Implementation of the reduction in workforce and reorganisation of the relevant areas will primarily be conducted by means of cancellation agreements, early retirement schemes as well as transfers within the MWFS Business Division.
- 24.3 No measures other than those described in §§ 20.1 to 24.2 of this Demerger Agreement are considered in view of employees in connection with the spin-off.

D.

Common provisions for hive-down and spin-off

The following provisions regard both the hive-down and the spin-off.

I.

Procedure for the Transfer

§ 25

Taking effect, Effective Date

- 25.1 The transfer of the Hive-Down Assets will take place with effect *in rem* at the time of registration of the hive-down in the commercial register of METRO AG and thus with the hive-down taking effect ("**Hive-Down Effective Date**").
- 25.2 The transfer of the Spin-Off Assets will take place with effect *in rem* at the time of registration of the spin-off in the commercial register of METRO AG and thus with the spin-off taking effect ("**Spin-Off Effective Date**").
- 25.3 Possession of movable property forming part of the Hive-Down Assets or the Spin-Off Assets will be transferred to MWFS AG on the relevant Effective Date. To the extent that any movable property is in the possession of any third parties, the relevant claim to recover possession also forms part of the Hive-Down Assets or the Spin-Off Assets.

§ 26

Catch-all provision

- 26.1 To the extent that specific items, which pursuant to the Demerger Agreement are meant to be transferred to MWFS AG due to the hive-down or spin-off by way of partial universal succession, are not already transferred to MWFS AG by operation of law with the relevant registration of the hive-down or spin-off, METRO AG shall transfer such items by way of singular succession to MWFS AG. In this case, the Parties shall put each other in such positions internally as they would be in if the item had been transferred externally as of the Relevant Hive-Down Date or the Relevant Spin-Off Date, respectively. The Parties shall, to the extent reasonably possible, take all measures necessary and appropriate for a transfer by way of singular succession and shall cooperate to the best of their ability, in order to obtain any necessary third-party consents or any permits under public law.
- 26.2 To the extent that the transfer of an item of the Hive-Down Assets or of the Spin-Off Assets to MWFS AG by way of singular succession is not possible externally pursuant to § 26.1 of this Demerger Agreement or only with unreasonable effort, METRO

AG and MWFS AG shall put each other in a position internally as if the transfer had been made also externally at the Relevant Hive-Down Date or the Relevant Spin-Off Date, respectively; in particular, MWFS AG shall as from this date bear all economic burdens and shall receive the entire economic benefit of such item. METRO AG shall grant to MWFS AG an irrevocable power of attorney which is unlimited in terms of time to represent the latter with regard to the item not transferred and particularly to assert the rights that pursuant to this Demerger Agreement are to be transferred to MWFS AG. METRO AG shall immediately inform MWFS AG of any and all matters regarding such item. Administration of the item shall be conducted exclusively by MWFS AG or, to the extent that this is not possible due to actual or legal reasons, as instructed by MWFS AG. In no case shall METRO AG make dispositions in respect of such item that has not been transferred without the prior written consent of MWFS AG.

- 26.3 To the extent that specific items form part of the CE Assets pursuant to this Agreement, but are transferred to MWFS AG upon the hive-down taking effect due to legal reasons, MWFS AG shall transfer such items back to METRO AG by way of singular succession. § 26.1 and § 26.2 of this Demerger Agreement shall apply accordingly.
- 26.4 If any item has been allocated by mistake to the Hive-Down Assets, the Spin-Off Assets or the CE Assets, the above provisions in § 26.1 and § 26.2 of this Demerger Agreement shall apply accordingly. This shall not apply with regard to the items listed in the Annexes to § 4 of this Demerger Agreement; in this respect the allocation to the CE Assets shall be final.
- 26.5 By means of the above regulations, at least the transfer of beneficial ownership within the meaning of § 39 para. 2 sent. 1 German General Tax Code (*Abgabenordnung* – AO) of the items of the Hive-Down Assets and of the Spin-Off Assets is to be effected.
- 26.6 § 26 shall apply accordingly with respect to the contributions pursuant to § 6.4 and § 17.7 of this Demerger Agreement.

To the extent that it was not possible for the receivables of the CE Assets (or surrogates thereof) specified in § 4.12. lit. c) of this Demerger Agreement to be contributed, because the latter were used for the purposes of the MWFS Business Division, MWFS AG shall be obliged to grant compensation for value to METRO AG. The amount of this claim to compensation for value shall amount to

EUR 812,200,019.59. Interest shall be paid on this claim to compensation for value from the Relevant Hive-Down Date (inclusive) at 0.53% p.a. and shall be due upon the hive-down taking effect. The Parties shall ensure that the claim of METRO AG to compensation for value against MWFS AG are caused to be extinguished by set off with the open liability of METRO AG from the open cash contribution obligation promptly after the hive-down has become effective.

The Parties assume that no surrogates of receivables of the CE Assets specified in § 4.12. lit. c) of this Demerger Agreement existed on the date of the contribution that could have been contributed. In the event that against expectations surrogates are identified before the set-off is completed, such surrogates shall still be contributed by METRO AG into MGLEH, against adjustment of the amount of the open cash contribution obligation and of the claim to compensation for value of METRO AG. After the set-off has been conducted, such surrogates shall promptly be paid out by METRO AG to MWFS AG.

§ 27

Obligations to cooperate

- 27.1 METRO AG and MWFS AG shall make all declarations, execute all deeds and perform any other acts that may still be necessary or appropriate in connection with the transfer of the Hive-Down Assets or the Spin-Off Assets.

- 27.2 Each Party shall retain the business documents allocated to it under this Demerger Agreement (whether saved as hard copies or as electronic copies) during the statutory retention periods also for the other Party, and shall ensure that the other Party may access and make copies of such business documents or, as the case may be, access documents and data that are saved in electronic form. This shall also apply to business documents held by any company affiliated with any Party upon the spin-off taking effect. Regarding the details of implementation, the Parties shall come to an agreement until the spin-off taking effect. Any statutory requirements, such as under data protection law, shall be met.

- 27.3 In case of any administrative proceedings or litigation (with regard to tax field audits, tax litigation and other tax matters, Section D of the Group Separation Agreement (§ 34 of this Demerger Agreement) applies), which relate to the CE Assets, the Hive-Down Assets or the Spin-Off Assets or where any Party or its affiliated enterprises are otherwise specifically able to provide support due to the common past as

parts of METRO GROUP, the Parties shall support each other up until 31 December 2032. In particular, they shall provide to each other any and all information and documents that are necessary or appropriate to meet administrative requirements or to provide evidence to any authorities or courts, and shall mutually work towards providing appropriate support through their employees and the employees of their relevant affiliated companies.

- 27.4 As provided for in § 5.9 of this Demerger Agreement, the Hive-Down Assets shall also comprise any litigation and other procedural legal relationships, including any rights and obligations connected therewith. To the extent that according to the provisions of the applicable procedural rules any further steps are necessary for the complete transfer of party status from METRO AG to MWFS AG (such as consent of the other process participant(s)), the Parties shall work towards taking these steps being taken and MWFS AG replacing METRO AG as a party in the litigation and other procedural legal relationships subject to this provision.
- 27.5 If in the cases of § 27.4 of this Demerger Agreement no change of party is made, METRO AG shall continue to conduct proceedings by means of representative action. Proceedings shall be conducted for the account of MWFS AG. Internally, current conduct of proceedings shall be assumed by MWFS AG. METRO AG shall not conduct any procedural acts (particularly settlement, waiver, acknowledgement, confession, withdrawal or amendment of actions) without the prior consent of MWFS AG. MWFS AG shall indemnify METRO AG with regard to any liabilities and costs resulting from any litigation and other procedural legal relationships that are subject to this provision. METRO AG shall support MWFS AG in the course of process management, aiming at minimising the economic loss arising from proceedings for MWFS AG.
- 27.6 The claims of METRO AG asserted in the proceedings mentioned in **Annex 4.9.1** shall form part of the CE Assets, but are to be allocated, to the extent shown in **Annex 27.6**, to the MWFS Business Division. With regard to the claims to be allocated to the MWFS Business Division, the conduct of proceedings (including any earnings from or in connection with litigation financing or insurance, as the case may be) shall be conducted on behalf of MWFS AG. Internally, the Parties shall consult each other in advance on the conduct of proceedings by METRO AG. To the extent that this affects or may affect the claims to be allocated to the MWFS Business Division, METRO AG shall not, in relation to the claims asserted by it in these proceedings, take any procedural measures (in particular, settlement, waiver, acknowledgement, con-

fession, withdrawal or amendment of actions) without the prior consent of MWFS AG. To the extent that the claims to be allocated to the MWFS Business Division are concerned, the provisions in § 27.5 of this Demerger Agreement regarding liabilities and costs shall apply accordingly. This shall also apply to any costs and liabilities arising from litigation financing or insurance, as the case may be. If it cannot be determined to what extent the claims to be allocated to the MWFS Business Division are affected, the allocation of costs and liabilities between MWFS AG and METRO AG shall be made according to the proportion of the claims of METRO AG that are asserted in the relevant proceedings and are to be allocated to the MWFS Business Division to the remaining claims of METRO AG asserted.

§ 28

Exclusion of claims

Any claims and rights of MWFS AG against METRO AG due to the condition and existence of the items transferred by METRO AG pursuant to the Demerger Agreement as well as of the Hive-Down Assets or the Spin-Off Assets as a whole, regardless of their nature and regardless of the legal basis, shall herewith be expressly excluded, to the extent legally permissible. This shall also apply, in particular, to any claims under pre-contractual or contractual breaches of duty and to breaches of legal obligations as well as to rights which may lead to the cancellation or restitution of this Demerger Agreement.

§ 29

Protection of creditors and internal compensation

To the extent that no other distribution of burdens and liabilities from or in connection with Hive-Down Assets or Spin-Off Assets derives from this Demerger Agreement, the following provisions shall apply:

- 29.1 If and to the extent that METRO AG is held liable by creditors for liabilities, obligations or contingent liabilities which under the provisions of the Demerger Agreement are transferred to MWFS AG due to the provisions in § 133 UmwG or any other provisions, or is held liable for liabilities under future statutory obligation relationships which arise in connection with previous or future business activities of the MWFS Business Division, MWFS AG shall indemnify METRO AG on first demand with regard to the relevant obligation. The same shall apply in case METRO AG is held liable by such creditors for granting security.

- 29.2 If and to the extent that MWFS is held liable by creditors for liabilities, obligations or contingent liabilities which under the provisions of the Demerger Agreement are not transferred to MWFS AG due to the provisions in § 133 UmwG or any other provisions, or is held liable for liabilities under future statutory obligation relationships which arise in connection with previous or future business activities of the CE Business Division, METRO AG shall indemnify MWFS AG on first demand with regard to the relevant obligation. The same shall apply in case MWFS AG is held liable by such creditors for granting security.
- 29.3 To the extent that any joint and several liability of any Party exists under § 133 para. 2 UmwG for the fulfilment of obligations pursuant to § 125 in conjunction with § 23 UmwG which are to be borne by the other Party pursuant to § 30.1 of this Demerger Agreement, the above provisions of this § 29 shall apply accordingly.

II.

Granting of special rights and benefits

§ 30

Granting of special rights within the meaning of § 126 para. 1 no. 7 UmwG

- 30.1 As consideration for the transfer of the Hive-Down Assets, METRO AG shall be granted, among other things, preference shares. The holders of preference shares of METRO AG shall be granted preference shares as consideration for the transfer of the Spin-Off Assets.

To fulfil the obligations under § 125 sent. 1 in conjunction with § 23 UmwG, the following measures are intended: The preference shares of MWFS AG are equipped with the preference described in **Annex 30.1**. The preference of the preference shares of METRO AG shall remain unchanged. MWFS AG shall be obliged to fulfil the obligations set forth in § 125 sent. 1 in conjunction with § 23 UmwG, to the extent that the design of preference shares is concerned. METRO AG shall be obliged to fulfil these obligations, to the extent that the design of the preference shares of METRO AG is concerned.

- 30.2 Only as a precautionary measure it is stated that METRO AG has granted to the members of the Management Board of METRO AG, to senior executives of METRO AG as well as to management bodies and senior executives of METRO GROUP share-based remuneration rights under a long-term incentive programme, the so-

called Performance Share Plan 2009 to 2013, as described in more detail in **Annex 30.2**. At the time of conclusion of this Demerger Agreement only the rights granted in 2013 (Tranche 2013 of the Performance Share Plan) still exist. Should these rights still exist at the Spin-Off Effective Date, they shall be settled with effect as of the Spin-Off Effective Date in accordance with the provisions described in **Annex 30.2**.

- 30.3 Other than the above, no further rights will be granted to individual shareholders or holders of special rights within the meaning of § 126 para. 1 no. 7 UmwG, and no measures are intended for such persons within the meaning of said provision.

§ 31

Granting of special benefits within the meaning of § 126 para. 1 no. 8 UmwG

- 31.1 The members of the Management Board of METRO AG, senior executives of METRO AG as well as management bodies and senior executives of METRO GROUP belong to the group of persons entitled to the Long-Term Incentive Programmes that were granted by METRO AG. The tranches of the Long-Term Incentive Programmes granted as of the Spin-Off Effective Date for which the Performance Period has not yet expired shall be settled early with effect as of the Spin-Off Effective Date. The settlement shall have the effects described in **Annex 31.1** for the members of the Management Board of METRO AG, of the Management Board of MWFS AG and of the Supervisory Board of MWFS AG participating in the Long-Term Incentive Programmes.
- 31.2 Only as a precautionary measure it is stated that prior to the spin-off taking effect the Chairman of the Management Board of METRO AG, Mr. Olaf Koch, as well as the members of the Management Board of METRO AG, Mr. Pieter C. Boone and Mr. Heiko Hutmacher, are intended to be appointed as members of the Management Board of MWFS AG, the appointment of the member of the Management Board of MWFS AG, Mr. Christian Baier, is to be extended and Mr. Olaf Koch is to be appointed as Chairman of the Management Board of MWFS AG. Upon the spin-off taking effect, Mr. Olaf Koch, Mr. Pieter C. Boone and Mr. Heiko Hutmacher will leave the Management Board of METRO AG and Mr. Pieter Haas, member of the Management Board of METRO AG, will be appointed as Chairman of the Management Board of METRO AG. The appointment of Mr. Heiko Hutmacher as member of the Management Board of METRO AG has been extended until 30 September 2020. It is intended that the appointment of Mr. Mark Frese as member of the Man-

agement Board of METRO AG be extended in January 2016 until 31 December 2020.

With regard to the function for which Mr. Pieter Haas is responsible from the Relevant Hive-Down Date in respect of the CE Branch of Activity and his future role as Chairman of the Management Board of METRO AG after the spin-off has become effective with economic effect as of 1 October 2016, the target remuneration as management board member of Mr Haas was changed from a total of EUR 3.0mn p.a. to EUR 3.8mn p.a. In this respect, the basic remuneration was increased from EUR 900,000 to EUR 1.14mn p.a. The target amount of the performance-related remuneration was increased from EUR 900,000 to EUR 1.14mn p.a. and the target amount of the long-term remuneration from EUR 1.2mn to EUR 1.52mn p.a. The target remuneration of the member of the Management Board of MWFS AG, Mr. Christian Baier, under his current employment agreement with METRO AG was increased with effect as of 1 October 2016 from EUR 1.34mn to EUR 2.05mn p.a. In this respect, the basic remuneration was increased from EUR 470,000 to EUR 700,000 p.a. The target amount of the performance-related remuneration was increased from EUR 320,000 to EUR 540,000 p.a. and the target amount of the long-term remuneration from EUR 550,000 to EUR 810,000 p.a.

- 31.3 Only as a precautionary measure it is stated that the member of the Supervisory Board of METRO AG, Mr. Jürgen A. Fitschen, is intended to be elected as Chairman of the Supervisory Board of METRO AG upon the spin-off taking effect. The Chairman of the Supervisory Board of METRO AG, Mr. Jürgen B. Steinemann, Deputy Chairman of the the Supervisory Board of METRO AG, Mr. Werner Klockhaus, as well as the members of the Supervisory Board of METRO AG, Mrs. Gwyn Burr, Mrs. Susanne Meister and Dr. Angela Pilkmann as well as Dr. Florian Funck, Mr. Peter Küpfer, Mr. Mattheus P. M (Theo) de Raad, Dr. Fredy Raas as well as Messrs. Thomas Dommel, Andreas Herwarth and Xaver Schiller are to be appointed as members of the Supervisory Board of MWFS AG already prior to the spin-off taking effect. Mr. Jürgen B. Steinemann is to be elected as Chairman of the Supervisory Board of MWFS AG. Reference is made to the details in § 23.1 of this Demerger Agreement on the leaving of office of members of the Supervisory Board of METRO AG as of the Spin-Off Effective Date.
- 31.4 In connection with the stock exchange listing of the shares of MWFS AG, the Parties intend to take out customary insurance for the risks typically entailed in a stock exchange listing. Insurance protection will also extend, inter alia, to the members of

the Management Board and of the Supervisory Board of METRO AG and MWFS AG. The Parties shall consult with each other on the content of such insurance cover in terms of personal scope and substance, on the coverage amount, the insurance premium and the internal allocation thereof.

- 31.5 Other than the above, no special benefits within the meaning of § 126 para. 1 no. 8 UmwG will be granted to members of the Management Board or of the Supervisory Board of the companies participating in the hive-down and spin-off or to any auditor of financial statements or demerger auditor.

III.

Provisions under company and stock exchange law regarding MWFS AG

§ 32

Amendments of the Articles of Association and authorisations

- 32.1 METRO AG undertakes to ensure that prior to the spin-off taking effect the Articles of Association of MWFS AG will be amended in such manner as to contain, upon the spin-off taking effect and upon completion of the status proceedings referred to in § 23.2 of this Demerger Agreement, the provisions in the version enclosed as **Annex 32.1**.
- 32.2 METRO AG undertakes to ensure that prior to the spin-off taking effect the General Meeting of Shareholders of MWFS AG will resolve on the authorisation to acquire and use own shares pursuant to § 71 para. 1 no. 8 of the German Stock Corporation Act (*Aktiengesetz* – "**AktG**"), as attached in **Annex 32.2**.
- 32.3 METRO AG undertakes to ensure that prior to the spin-off taking effect the General Meeting of Shareholders of MWFS AG will resolve on the authorisation to issue convertible/warrant bonds under § 221 AktG, as attached in **Annex 32.3**.

§ 33

Stock exchange listing

- 33.1 The Parties undertake to make all declarations, execute all deeds and make all acts that are still necessary or appropriate to achieve that upon the spin-off taking effect all shares of MWFS AG (including existing shares, shares created in the course of the Hive-Down Capital Increase and shares created in the course of the Spin-Off

Capital Increase) are immediately admitted to trading on the Regulated Market of the Frankfurt Stock Exchange and additionally on the section of the Regulated Market with additional post-admission obligations (Prime Standard) of the Frankfurt Stock Exchange as well as on the regulated market of the Luxembourg Stock Exchange. In particular, MWFS AG shall, for the purposes of the stock exchange listing, prepare and publish a securities prospectus to be approved by the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*) and further marketing documents as well as any other documents, or make them accessible for investors in connection with the stock exchange listing. In this regard, on the one hand, certain costs will be incurred and, on the other, there is the risk of possible prospectus liability.

- 33.2 All damages and any other pecuniary losses incurred in connection with the implementation of the stock exchange listing that are based on the securities prospectus and/or other marketing documents as well as other documents actually or allegedly containing information that is incorrect, incomplete or otherwise misleading (so-called prospectus liability) shall be split proportionately between METRO AG and MWFS AG in a proportion of 15% and 85%.

This allocation includes, in particular, the liability for warranties and indemnity of MWFS AG towards the banks accompanying the transaction. It shall also apply to costs and expenses (including disbursements) of any Party, incurred by such Party for the purposes of audit, defence, prevention or settlement of any so-called prospectus liability (including the assertion of any counter-claims and cross-actions as well as the assertion of claims against third parties), if and to the extent that such costs and expenses are necessary or appropriate in the view of a diligent and conscientious manager whose undertaking would have to bear such costs and expenses itself. The Parties shall mutually indemnify each other accordingly. No indemnification may be demanded if and to the extent that any Party has received actual compensation under any insurance. § 254 BGB and any similar provisions and legal principles of any nature shall be inapplicable as between the Parties, and any related objection and remedy of any Party against the other Party is herewith expressly excluded.

- 33.3 MWFS AG shall bear any other costs and expenses incurred or still to be incurred due to or in connection with the stock exchange listing and its preparation. To the extent that these are not already borne by MWFS AG particularly due to the hive-

down, but are, for example, part of the CE Assets or arise only after the hive-down taking effect, MWFS AG shall indemnify METRO AG.

E.

Further agreements

I.

Group Separation Agreement and services

§ 34

Group Separation Agreement

In view of the group separation of METRO GROUP resulting from the consummation of this Demerger Agreement, METRO AG and MWFS AG herewith agree on the provisions herewith enclosed as **Annex 34 ("Group Separation Agreement")**. The Group Separation Agreement shall form an integral part of this Demerger Agreement (§ 38.5 of this Demerger Agreement).

§ 35

Provision of services

- 35.1 The MWFS Business Division and the CE Business Division have been providing certain services to each other since the Relevant Hive-Down Date at arm's length remuneration conditions. Such services shall be invoiced between the Parties. Certain services are intended to be continued also after the hive-down taking effect.
- 35.2 The Parties undertake to conclude a service agreement immediately upon the hive-down taking effect for the services provided up until the hive-down taking effect and another one for the services to be provided in the future. Said service agreements shall apply to the time from the Relevant Hive-Down Date and shall contain arm's length remuneration conditions.

II. Miscellaneous

§ 36 Relationship between hive-down and spin-off

The hive-down and spin-off of assets of METRO AG as agreed in this Demerger Agreement are intended to legally implement the group division of the METRO GROUP. The hive-down shall not take place without the spin-off following thereafter and the spin-off shall not take place without the previous hive-down. The Parties shall work towards the hive-down and the spin-off being registered in the commercial register in such manner that the shortest possible time period will pass between the Hive-Down Effective Date and the Spin-Off Effective Date.

§ 37 Costs and taxes

- 37.1 The costs of the hive-down and the spin-off shall be allocated as follows: METRO AG shall bear all costs of its General Meeting and all costs for advisers, to the extent that their advisory relationships form part of the CE Assets. All other costs of the hive-down and of the spin-off, in particular the costs arising from the notarisation of this Demerger Agreement and its implementation, including costs arising from litigation and procedural relationships, to the extent relating to the hive-down or the spin-off, the costs of notifications to and registrations in the commercial register as well as the costs of the joint demerger report, the demerger audit, the further audits in connection with capital increases, post-formation acquisition and the intended stock exchange listing including the preparation of the latter (§ 33.3 of this Demerger Agreement), shall be borne by MWFS AG. Apart from that, each Party shall bear the costs incurred by itself or incurred in the assets allocated to it.
- 37.2 Provisions regarding the allocation of taxes are set forth by the Parties in Section D of the Group Separation Agreement (§ 34 of this Demerger Agreement).

§ 38 Final provisions

- 38.1 This Demerger Agreement is subject to approval by the respective General Meetings of the Parties.

- 38.2 If the hive-down has not taken effect by 31 October 2017, either Party may withdraw from this Demerger Agreement by written statement to the other Party.
- 38.3 The Parties shall establish a special body for the conciliation of any disputes arising from or in connection with this Demerger Agreement ("**Conciliation Committee**"). The Conciliation Committee shall include two members to be designated in writing by METRO AG towards MWFS AG and two members to be designated in writing by MWFS AG towards METRO AG. Any Party may exchange the members designated by it at any time by designating another member in writing. The Parties shall endeavour to amicably settle all disputes arising from or in connection with the Demerger Agreement.
- 38.4 The place of venue shall be Düsseldorf.
- 38.5 The Annexes to this Demerger Agreement shall form an integral part of this Agreement.
- 38.6 Any claims under this Demerger Agreement shall be subject to limitation upon expiry of 31 December 2032, unless stipulated otherwise in this Agreement.
- 38.7 Amendments and supplements to this Demerger Agreement, including the abolition of this provision itself, must be in writing, except where any stricter form is required.
- 38.8 In the event that one or more provision/s of this Demerger Agreement is/are or become/s void, invalid or unenforceable, in whole or in part, this shall not affect the validity or enforceability of the Demerger Agreement or its other provisions. In place of the void, invalid or unenforceable provision, such provision shall apply which comes closest in form, content, time, measure and scope to what the Parties intended according to the economic rationale and purpose of the void, invalid or unenforceable provision. The same shall apply with regard to any gaps in this Agreement.

Annex 0.4
Certain former company interests (MWFS Business Division)

Ser. no.	Company number pursuant to Group database	Company name	Registered office	Country	Register court*	Registration number
1.	40	INFOFIELD-INFORMATICA S.A.		Portugal		
2.	771	ServoComp AG	Luzern	Switzerland		
3.	1007	MFG Microcomputer-Fertigung GmbH	Würselen	Germany	Local Court Aachen	HRB 5222
4.	1027	Gemini Medienvertriebs-gesellschaft mbH	Cologne	Germany	Local Court Cologne	HRB 16411
5.	1037	emotions GmbH	Cologne	Germany	Local Court Cologne	HRB 31758
6.	1040	Vobis Service GmbH	Würselen	Germany	Local Court Aachen	HRB 4929
7.	1042	Vobis Superstore & Systemhaus München GmbH	Munich	Germany		

* Not available for all entries.

Ser. no.	Company number pursuant to Group database	Company name	Registered office	Country	Register court*	Registration number
8.	1066	PC Components Procurement GmbH	Augsburg	Germany	Local Court Augsburg	
9.	1077	"Buch und Zeit" Verlagsgesellschaft mit beschränkter Haftung	Cologne	Germany	Local Court Cologne	HRB 1628
10.	1197	FreeCom - Le spécialiste de la télécommunication S.A.R.L.	Chaville	France	Registre du Commerce et des Sociétés de R.C.S. Nanterre	B 412 927 691 (97B03577)
11.	1240	Free Com Die Telekommunikations-gesellschaft Distribution & Services GmbH (formerly: ASD Autoradio-Spezial-Dienst-GmbH)	Saarbrücken	Germany	Local Court Saarbrücken	HRB 6068
12.	1268	PC Ware Computer GmbH	Cologne	Germany	Local Court Cologne	
13.	1270	O.M.P. Computer B.V	Heerlen	The Netherlands	Kamer van Koophandel en Fabriken voor Heerlen	Dossier no. 35517
14.	1271	Vobis Microcomputer Ges.mmbH	Vienna	Austria	Vienna	HRB 44.642

Ser. no.	Company number pursuant to Group database	Company name	Registered office	Country	Register court*	Registration number
15.	1272	Vobis Microcomputer AG	Spreitenbach	Switzerland	Aargau	3.000.015.979
16.	1274	V.I.P. Software GmbH	Würselen	Germany		
17.	1275	MAXDATA Computer GmbH	Marl	Germany	Local Court Marl	HRB 2924
18.	1277	PC -Preis'zzz Computer Discount GmbH	Würselen	Germany	Local Court Aachen	HRB 5340
19.	1278	P. Max Computer GmbH	Marl	Germany	Local Court Marl	HRB 3190
20.	1308	Nedema GmbH	Cologne	Germany	Local Court Cologne	HRB 26849
21.	1550	S.A. Vobis Microcomputer N.V.	Bruxelles	Belgium	Local Court Brussels	I/B 556517
22.	1551	Vobis Microcomputer B.V	Amstelveen	The Netherlands	Kamer van Koophandel en Fabriken voor Amsterdam	Dossier no. 232.682
23.	1552	Vobis Microcomputer GmbH	Luxembourg	Luxembourg	District Court Luxembourg	
24.	1553	Vobis Microcomputer Ltd.	Elstrec Hertfordsh.	United Kingdom		

Ser. no.	Company number pursuant to Group database	Company name	Registered office	Country	Register court*	Registration number
25.	1554	Vobis Microcomputer S.A.	Barcelona	Spain	Barcelona	No. 2144615, folio 56, vol. 24, sheet B-63455, entry 1 a
26.	1555	Vobis Microcomputer S.A.	Paris	France	Paris	Commercial register R.C.S. Paris B 390 352 722
27.	1556	Vobis Microcomputer S.p.A.	Cinisello Balsamo	Italy	Camera die Commercio, Industria, Artigianato e Agricoltura di Milano	No. 379749 of 02/01/92
28.	1557	Vobis Microcomputer Sp.z.o.o.	Szczecin	Poland		
29.	1558	MAXDATA Computer Ges.m.b.H.	Vienna	Austria	Vienna	HRB general ledger CR Vienna FN 134224P
30.	1559	MAXDATA Computer GmbH	Baar	Switzerland	Commercial register office of the Canton of Zug	HRB Reg.-no. 170.3.000.020.5 06

Ser. no.	Company number pursuant to Group database	Company name	Registered office	Country	Register court*	Registration number
31.	1560	Peacock AG	Wünnenberg-Haaren	Germany	Local Court Paderborn	HRB 2214
32.	1561	Peacock Systeme GmbH	Wünnenberg-Haaren	Germany	Local Court Paderborn	HRB 2028
33.	1563	PEACOCK U.K. Ltd.	Basingstoke	United Kingdom		
34.	1564	PEACOCK Computer Taiwan Ltd.	Taipeh	Taiwan		
35.	1565	PEACOCK Computer GmbH	Vienna	Austria		
36.	1566	PEACOCK Benelux B.V.	Leusden	The Netherlands		
37.	1567	PEACOCK Computer Espane S.A.	Madrid	Spain		
38.	1568	PEACOCK France S.a.r.l.	Gennevilliers	France		
39.	1569	PEACOCK Belgium N.V.	Geel	Belgium		
40.	1570	MAXDATA BENELUX B.V.		The Netherlands		
41.	1571	MAXDATA UK LIMITED	Berkshire	United Kingdom		

Ser. no.	Company number pursuant to Group database	Company name	Registered office	Country	Register court*	Registration number
42.	1572	PEACOCK Computer Polska Sp. z o.o.	Poznan	Poland		
43.	1995	Witch Desk Inc	San Jose	USA		
44.	2562	World Import N. V.	Puurs	Belgium		
45.	2911	Servicios Corporativos METRO S.A. de C.V.	Mexico City	Mexico		
46.	3716	Electronics Retail Real Estate Limited Liability Company	Moscow	Russia	Moscow	1127747239124
47.	N/A	PEACOCK Computer USA	Redwood City	USA	No entry	
48.	N/A	Highscreen-Highschool Computer Schulung GmbH i.L.	Hamburg	Germany	No entry	

Annex 0.5
Certain former company interests (CE Business Division)

Ser. no.	Company number pursuant to Group database	Company name	Registered office	Country	Register court	Registration number
1.	1005	multi media Service GmbH	Heilbronn	Germany	Local Court Stuttgart	HRB 105946
2.	1243	Flachsmann GmbH	Heilbronn	Germany	Local Court Heilbronn	HRB 448
3.	1576	multi media Kommunikationstechnik Zwei GmbH	Heilbronn	Germany	Local Court Stuttgart	HRB 108626
4.	2086	Smart Retail Kft.	Budaörs	Hungary	Pest Megyei Biróság mint Cégbiróság (HU)	13-09-111373
5.	2254	24-7 ENTERTAINMENT SERVICES LIMITED	Bournemouth	United Kingdom	Companies House Cardiff (GB)	5452885

Annex 4.1.e)
CE Assets
Enterprise agreements of METRO AG
with companies of the CE Business Division

Ser. no.	Controlling enterprise	Dependant enterprise	Agreement designation	Agreement date
1.	METRO AG	METRO Siebzehnte Gesellschaft für Vermögensverwaltung mbH	Control and profit and loss transfer agreement	19/02/2013
2.	METRO AG	METRO Achtzehnte Gesellschaft für Vermögensverwaltung mbH	Control and profit and loss transfer agreement	19/02/2013
3.	METRO AG	METRO Kaufhaus und Fachmarktholding GmbH	Control and profit and loss transfer agreement	19/02/2013
4.	METRO AG	METRO Vierzehnte Gesellschaft für Vermögensverwaltung mbH,	Control and profit and loss transfer agreement	07/02/2012
5.	METRO AG	METRO Fünfzehnte Gesellschaft für Vermögensverwaltung mbH,	Control and profit and loss transfer agreement	07/02/2012

Annex 4.2.c)
CE Assets
Employees of METRO AG in the CE Business Division

Ser. no.	Personnel number pursuant to payroll accounting
1.	55120033
2.	55120059
3.	55120113
4.	55120254
5.	55120432
6.	55250018
7.	55250069
8.	55250143
9.	55250234
10.	55250281
11.	55250295

Ser. no.	Personnel number pursuant to payroll accounting
12.	55250366
13.	55250367
14.	55251269
15.	55251549
16.	55251762
17.	55251769
18.	55251994
19.	55252029
20.	55252555
21.	55252643
22.	55252800

Ser. no.	Personnel number pursuant to payroll accounting
23.	55252853
24.	55252858
25.	55252863
26.	55252874
27.	55252961
28.	55253219
29.	55253428
30.	55253481
31.	55253655
32.	55253751
33.	55253779

Ser. no.	Personnel number pursuant to payroll accounting
34.	55253947
35.	55254154
36.	55254372
37.	55254374
38.	55254385
39.	55254402
40.	55254451
41.	55254491

Ser. no.	Personnel number pursuant to payroll accounting
42.	55254583
43.	55254636
44.	55254644
45.	55254645
46.	55254646
47.	55254647
48.	55254648
49.	55254695

Ser. no.	Personnel number pursuant to payroll accounting
50.	55254725
51.	55254870
52.	55254614

Annex 4.3.b)
CE Assets
Inventory owned by METRO AG (CE Business Division)

Ser. no.	Asset number pursuant to accounting	Serial number (if any)	Asset designation and cost centre
1.	30000000	R83K7PW	Lenovo ThinkPad T510/.52400
2.	30000001	CND6207SJP	HP zBook 15 G3/.52100
3.	30000002	CNHXJ03847	Printer HP LaserJet 4250n/.52450
4.	30000003	VL66906	Flatscreen Lenovo L192p/.52450
5.	30000004	CZC7403CYB	HP Compaq dc7700 CMT/.51020
6.	30000005	CND4355TL6	HP zBook 15/.52100
7.	30000006	R9CYY9L	Lenovo ThinkPad X201 Tablet/.52100
8.	30000007	CNSK528318	HP LaserJet 3050 All-in-One/.51020
9.	30000008	CNC9C8HBWP	HP LaserJet M1536cnf/.52450
10.	30000009	8CG5423C0P	HP EliteBook Folio 1040 G2/.51260
11.	30000011	9953	Scanner Kodak i4200 Plus/.52450

Ser. no.	Asset number pursuant to accounting	Serial number (if any)	Asset designation and cost centre
12.	30000012	VLVB841	Flatscreen Lenovo L192p/.51000
13.	30000013	CNBW4D5H3Q	HP LaserJet 1320n/.52100
14.	30000014	CNK5190FHB	Flatscreen HP L1940/.52100
15.	30000015	8CG54108GS	HP EliteBook Folio 1040 G2/.51310
16.	30000016	R8ZBXNA	Lenovo ThinkPad T500/.51000
17.	30000017	R9XZ74X	Lenovo ThinkPad X1 Carbon 3460 /.51000
18.	30000018	353306070538255	Apple iPad Pro /.51000
19.	30000019	CNFD243300	HP LaserJet 1015/.51000
20.	30000021	ZALX3SID400343	TV Samsung UE 46 F 8090 SLX/.51000
21.	30000022	VLNA890	Flatscreen Lenovo L192p/.52100
22.	30000023	8CG61523ZP	HP EliteBook 1040 G2/.51460
23.	30000024	R8BNDW2	Lenovo ThinkPad T500/.52450
24.	30000025		Office swivel chair AERON B Deluxe/.51300
25.	30000026	CND5180B73	HP zBook 15/.52100
26.	30000027	CNBW72F2GW	HP LaserJet P2015d/.51400

Ser. no.	Asset number pursuant to accounting	Serial number (if any)	Asset designation and cost centre
27.	30000028	357663010396699	Mobile phone Nokia E 51 black/.51400
28.	30000029	CNU8440Y45	HP Compaq 8510w/.51400
29.	60000000	6CM4250MP4	Flatscreen HP EliteDisplay E231/.52400
30.	60000001	6CM4250MP3	Flatscreen HP EliteDisplay E231/.52400
31.	60000002	CZC4355FN7	HP ProDesk 600 G1/.52400
32.	60000003	PHKFF14993	HP LaserJet Pro 400 M401dne/.52400
33.	60000004		Office chair DUO BACK/.52400
34.	60000005	0004F2F81A33	Conf. tel. SoundStation IP6000/52400
35.	60000006	355768076841330	Apple iPhone 6S/.5240
36.	60000007	CN444106NK	Flatscreen HP Z24i/.52100
37.	60000008	352053064941670	Apple iPhone 5S/.51200
38.	60000009	5CG5093QV1	HP EliteBook 820 G1/.51200
39.	60000010	6CM45012F2	Flatscreen HP EliteDisplay E231/.51200
40.	60000011	NICHT BEKANNT	Headset for Siemens Softphones/.51200
41.	60000012	VNBQC1R1PZ	HP LaserJet P3015dn/.51200

Ser. no.	Asset number pursuant to accounting	Serial number (if any)	Asset designation and cost centre
42.	60000013	VNBQC8H01Q	HP LaserJet P3015dn/.52450
43.	60000014	358686057949970	Apple iPhone 5S/.52450
44.	60000015	CN451909BZ	Flatscreen HP Z24i/.52450
45.	60000017	5CG6122D1P	HP EliteBook 820 G2/.52450
46.	60000018	R9ET41X	Lenovo ThinkPad T520/.52450
47.	60000019	355423075754155	Apple iPhone 6S/.52450
48.	60000020	359538017955598	Mobile phone Nokia 630/.51020
49.	60000021		Sofa 2-seater/.51020
50.	60000022	20502023	Flatscreen TV Grundig 46 VLE 8220/.51020
51.	60000023	CNU4259QSL	HP EliteBook 820 G1/.51400
52.	60000024	359299068376610	Apple iPhone 6/.51400
53.	60000025	CNC808RPML	Flatscreen HP L1950/.51400
54.	60000026	6CM3220T0F	Flatscreen HP EliteDisplay E231/51200
55.	60000027	CNU411CS34	HP EliteBook 820 G1/.51200
56.	60000028	359317063421668	Apple iPhone 6/.51200

Ser. no.	Asset number pursuant to accounting	Serial number (if any)	Asset designation and cost centre
57.	60000029	CNC910R9BY	Flatscreen HP L1950g/.51020
58.	60000030	R9PVCL6	Lenovo ThinkPad X220/.51020
59.	60000031	359254067403220	Apple iPhone 6/.51020
60.	60000032	CN46171B3P	Flatscreen HP EliteDisplay E232/52100
61.	60000033	5CG6292T1Y	HP EliteBook 820 G3 touch/.52100
62.	60000034	CN44320JLV	Flatscreen HP Z24i/.52100
63.	60000035	VNBQC531XK	HP LaserJet P3015dn/.51020
64.	60000036	DLXGWBZDFJ3	Apple iPad 2/.51020
65.	60000037	CN44350W3Y	Flatscreen HP Z24i/.51020
66.	60000038	353329073583045	Apple iPhone 6S Plus/.51020
67.	60000039	5CG44757Z8	HP EliteBook 820 G1/.51020
68.	60000040	3CQ0052RDW	Flatscreen HP Compaq LA2205wg/.52100
69.	60000041	358564077284951	Apple iPhone 6S/.52100
70.	60000042	AS04344148A0	Printer OKI B6500dn/.52100
71.	60000043	S4EHFL9	Lenovo ThinkCentre M91p Tower/.52100

Ser. no.	Asset number pursuant to accounting	Serial number (if any)	Asset designation and cost centre
72.	60000044	358829058386822	Apple iPhone 5S/.51020
73.	60000045	5CG4474K41	HP EliteBook 820 G1/.51020
74.	60000046	CZC85104L8	Flatscreen HP LP2275w/.51020
75.	60000047	358761053746314	Apple iPhone 5S/.52400
76.	60000048	PK20T5N	Lenovo ThinkPad T530/.52400
77.	60000049	V1FT230	Flatscreen Lenovo LT2252p/.52400
78.	60000050	V1FT243	Flatscreen Lenovo LT2252p/.52400
79.	60000051	VNFVHBV03W	HP LaserJet P3015dn/52400
80.	60000052	CZC633B50K	HP EliteDesk 800 G2 DM/.52400
81.	60000053	CZC3356ZB4	HP Compaq Elite 8300 CMT/.51300
82.	60000055	CN45260G6H	Flatscreen HP Z24i/.51300
83.	60000056	355796079976290	Apple iPhone SE/.51300
84.	60000057	5CG6165TGT	HP EliteBook 850 G2/.52100
85.	60000058	VLLGP90	Flatscreen Lenovo L193p/.52100
86.	60000059	DMPJQTTPF18Y	Apple iPad 4/.51040

Ser. no.	Asset number pursuant to accounting	Serial number (if any)	Asset designation and cost centre
87.	60000060	CN450105X8	Flatscreen HP Z24i/51040
88.	60000061	CZC5262BSC	HP ProDesk 600 G1/.51040
89.	60000062	355408070116500	Apple iPhone 6/.51040
90.	60000063	CNCTC312LY	HP Color LaserJet CP3525dn/.51040
91.	60000064	CZC92202BF	HP Compaq dc7900 CMT/.52450
92.	60000065	YE6K001176	Flatscreen Fujitsu P19-3/52450
93.	60000066	CNBW84J672	HP LaserJet P2015d/.51400
94.	60000067	R9XZ5E4	Lenovo ThinkPad X230/.51400
95.	60000068	358801054242275	Apple iPhone 5C/.51400
96.	60000069	VN980617	Flatscreen Lenovo LT2452p/51400
97.	60000070	3CQ117P3XG	Flatscreen HP Compaq LA2205wg/.51200
98.	60000071	CNFY285016	HP LaserJet P4015n/.51200
99.	60000072	359299066975207	Apple iPhone 6/.51200
100.	60000073	5CG53310FL	HP EliteBook 820 G2/.51200
101.	60000074	356966067157000	Apple iPad air 2/.51200

Ser. no.	Asset number pursuant to accounting	Serial number (if any)	Asset designation and cost centre
102.	60000075	0004F2EC528E	Conf. telephone SoundStation IP6000/.51200
103.	60000076	358826053003766	Apple iPhone 5S/.51260
104.	60000077	CN453711NQ	Flatscreen HP Z24i/.51260
105.	60000078	R9PVCL3	Lenovo ThinkPad X220/.51200
106.	60000079	DMPK2711F18Y	Apple iPad 4/.51200
107.	60000080	3CQ5352KVG	Flatscreen HP EliteDisplay E232/51200
108.	60000081	358826053368227	Apple iPhone 5S/.51200
109.	60000082	CZC92202BD	HP Compaq dc7900 CMT/.52450
110.	60000083	CZC92202B8	HP Compaq dc7900 CMT/.52450
111.	60000084	YE6K001173	Flatscreen Fujitsu P19-3/52450
112.	60000085	CZC92202B9	HP Compaq dc7900 CMT/.52450
113.	60000086	YE6K001265	Flatscreen Fujitsu P19-3/.52450
114.	60000087	355403072068494	Apple iPhone 6/.51200
115.	60000088	3CQ5352KZT	Flatscreen HP EliteDisplay E232/1200
116.	60000089	PHBVJ360Y5	HP LaserJet Ent. M506dn/.51200

Ser. no.	Asset number pursuant to accounting	Serial number (if any)	Asset designation and cost centre
117.	60000090	5CG6253XGB	HP EliteBook 820 G3 touch/51200
118.	60000091	NICHT BEKANNT	Headset for Siemens Optiset/.51310
119.	60000092	5CG5104WK0	HP EliteBook 850 G1/.51310
120.	60000093	CNFVH3506B	HP LaserJet P3015dn/.51310
121.	60000094	CN44510GHF	Flatscreen HP Z24i/.51310
122.	60000095	352092070863627	Apple iPhone 6/.51310
123.	60000096	CNU4259QSV	HP EliteBook 820 G1/.51000
124.	60000097	356969063746693	Apple iPad air 2/.51000
125.	60000098	353311078391137	Apple iPhone 6S/.51000
126.	60000100	S4MXZG8	Lenovo ThinkCentre M92p Tower/.52100
127.	60000101	3CQ4460VMJ	Flatscreen HP EliteDisplay E231/.52100
128.	60000102	351961027973587	Smartphone BlackBerry 8110g/52100
129.	60000103	CNU410CS97	HP EliteBook 850 G1/.52100
130.	60000104	PLG82200TW	Flatscreen HP LP2065/.52100
131.	60000105	3CQ109N8K9	Flatscreen HP Compaq LA2205wg/52100

Ser. no.	Asset number pursuant to accounting	Serial number (if any)	Asset designation and cost centre
132.	60000106	R9KELYW	Lenovo ThinkPad T520/.52100
133.	60000107	NICHT BEKANNT	Headset Imtratex BusinessLine XS/52100
134.	60000108	353331077038075	Apple iPhone 6S Plus/.52100
135.	60000109	3CQ4493CHK	Flatscreen HP EliteDisplay E231/52100
136.	60000110	CZC608756N	HP EliteDesk 800 G2 DM/.52100
137.	60000111	CNC815P07Z	Flatscreen HP L1950g/.52100
138.	60000112	5CG52009T7	HP EliteBook 850 G2/.51200
139.	60000113	355398070125611	Apple iPhone 6/.51200
140.	60000114	3CQ5460PLB	Flatscreen HP EliteDisplay E232/51200
141.	60000115	VNC3B50272	HP LaserJet P2055dn/.51200
142.	60000116	PLG836002C	Flatscreen HP LP2065/.52100
143.	60000117	S4EMEX0	Lenovo ThinkCentre M91p/.52100
144.	60000118	352045068642999	Apple iPhone 5S/.52100
145.	60000119	358687058888761	Apple iPhone 5S/.51330
146.	60000120	NICHT BEKANNT	Headset for Siemens Optipoint/51330

Ser. no.	Asset number pursuant to accounting	Serial number (if any)	Asset designation and cost centre
147.	60000121	CNU404CJC4	HP IDS UMA 2570p/.51330
148.	60000123	358000056368523	Apple iPhone 5C/.51310
149.	60000124	CNBW87J4W9	HP LaserJet P2015d/.51310
150.	60000125	3CQ327107X	Flatscreen HP EliteDisplay E231/51310
151.	60000126	356951067525752	Apple iPhone 6/.52200
152.	60000127	5CG3220053	HP EliteBook 820 G2/.52200
153.	60000128	3CQ5112GKM	Flatscreen HP EliteDisplay E231/52200
154.	60000130	352053066448781	Apple iPhone 5S/.51040
155.	60000131	5CG5162QYV	HP EliteBook 820 G1/.51040
156.	60000132	V1TDP75	Flatscreen Lenovo LT2252p/.51040
157.	60000133	PHBVHDX1FB	HP LaserJet Ent M506dn/.51040
158.	60000134	352049066783235	Apple iPhone 5S/.51200
159.	60000135	3CQ5352L09	Flatscreen HP EliteDisplay E232/.51200
160.	60000136	5CG5474DZK	HP EliteBook 850 G2/.51200
161.	60000137	CZC1030LKP	HP Compaq 8000 Elite SFF/.51400

Ser. no.	Asset number pursuant to accounting	Serial number (if any)	Asset designation and cost centre
162.	60000138	CN4049084C	Flatscreen HP LP2405wg/.51400
163.	60000139	359257067176613	Apple iPhone 6/.51400
164.	60000140	5CG5304TWH	HP EliteBook 820 G2/.51400
165.	60000141	CN41070BSM	Flatscreen HP Compaq LA2405wg/.51400
166.	60000142		Office chair/.51400
167.	60000143	CNU4299RSK	HP EliteBook 820 G1/.51200
168.	60000144	CN45520D37	Flatscreen HP EliteDisplay E232/.51200
169.	60000145	CNBW8810LR	HP LaserJet P2015d/.51040
170.	60000147	CZC4023GG1	HP Elite Desk 800 G1 USDT/.51040
171.	60000148	CN43480521	Flatscreen HP Compaq ZR2440w/51040
172.	60000149	354434067326846	Apple iPhone 6/.51040
173.	60000150	VNB8J862H2	HP Color LaserJet Pro MFP M277n/51301
174.	60000151	JPCTC201W8	Color LaserJet CP4525dn/.51000
175.	60000152	GB052WF5ETV	Apple iPad 2/.51000
176.	60000153	KYL15756	Laserfax Canon L150/.51000

Ser. no.	Asset number pursuant to accounting	Serial number (if any)	Asset designation and cost centre
177.	60000154	V1FR748	Flatscreen Lenovo LT2252p/51000
178.	60000155	5CG6290HDC	HP EliteBook 820 G3 touch/.51000
179.	60000156	358829050371038	Apple iPhone 5S/.51000
180.	60000157	358532050116219	Apple iPad air LTE/.51000
181.	60000158	359252060587155	Apple iPhone 6/.51000
182.	60000159	355414076561111	Apple iPhone 6S/.51000
183.	60000160	355422076582136	Apple iPhone 6S/.51000
184.	60000161	CZC4105K5D	HP EliteDesk 800 G1 SFF/.52100
185.	60000162	CNFY110221	HP LaserJet P4015n/.52100
186.	60000163	AK5C045455	Printer OKI C531dn/.51460
187.	60000164	CN460504H6	Flatscreen HP Z24i/.51460
188.	60000165	NICHT BEKANNT	Headset for Siemens Optiset/.51460
189.	60000166	CN460904QT	Flatscreen HP Z24i/.51460
190.	60000167	DMPK2B4NF18Y	Apple iPad 4/.51460
191.	60000168	356979065638855	Apple iPhone 6/.51460

Ser. no.	Asset number pursuant to accounting	Serial number (if any)	Asset designation and cost centre
192.	60000169	CZC92202BC	HP Compaq dc7900 CMT/.52450
193.	60000170	YE6K000532	Flatscreen Fujitsu P19-3/.52450
194.	60000171	CZC92202BB	HP Compaq dc7900 CMT/.52450
195.	60000172	YE6K000472	Flatscreen Fujitsu P19-3/.52450
196.	60000173	351504056046630.	Smartphone BlackBerry Bold 9000/.52450
197.	60000174	355423075953617	Apple iPhone 6S/.52450
198.	60000176	CNU41995LG	HP EliteBook 850 G1/.52100
199.	60000177	CN44460MQ7	Flatscreen HP Z24i/.52100
200.	60000178	VNB8J8620D	HP Color LaserJet Pro MFP M277n/52100
201.	60000180	351985064554857	Apple iPhone 5S/.51300
202.	60000181	JPDTF9V04X	HP Color LaserJet CP4525n/.51300
203.	60000182	PK1EGA5	Lenovo ThinkPad X230/.51300
204.	60000183	NICHT BEKANNT	Headset PLANTRONICS CS 540/.51300
205.	60000184	0004F2F60BA9	Conf. telephone SoundStation IP6000/.52100
206.	60000185	358771058852801	Apple iPad air/.52100

Ser. no.	Asset number pursuant to accounting	Serial number (if any)	Asset designation and cost centre
207.	60000186	CN44460NTQ	Flatscreen HP Z24i/.52100
208.	60000187	353270079370401	Apple iPhone 6S/.52100
209.	60000188	CNCJL12842	HP LaserJet P2055d/.52100
210.	60000189	352049069954189	Apple iPhone 5S/.51250
211.	60000190	5CG5444XCL	HP EliteBook 820 G2/.51250
212.	60000191	CNC10101PB	Flatscreen HP Compaq LP2475w/51040
213.	60000192	S4DRMX7	Lenovo ThinkCentre M91p SFF/.51040
214.	60000193		Office swivel chair 4-ERGO-NET/.51040
215.	60000195	358761051843469	Apple iPhone 5S/.51040
216.	60000196	5CG4481819	HP EliteBook 850 G1/.51040
217.	60000197	PHBVJ2306N	HP LaserJet Ent M506dn/.51040
218.	60000198	353305072046143	Apple iPad Pro/.51040
219.	60000199	CN40280LPP	Flatscreen HP Compaq LA2405wg/.51400
220.	60000200	352054066275646	Apple iPhone 5S/.51400
221.	60000201	354423068041264	Apple iPad air 2/.51400

Ser. no.	Asset number pursuant to accounting	Serial number (if any)	Asset designation and cost centre
222.	60000202	5CG5337CGG	HP EliteBook 820 G2/.51400

Annex 4.3.c)

CE Assets

Lease agreement on premises and service agreement on facility management (CE Business Division)

Lease agreement

Lessor	Tenant	Agreement designation	Subject Matter of the agreement	Date of agreement
METRO Services GmbH	METRO AG	Sub-lease agreement, Brücke 1, 1st floor	Premises Brücke 1, 1st floor, Schlüterstraße 1, 40235 Düsseldorf, GERMANY	22/09/2016

Agreement on facility management

Facility manager	Client	Agreement designation	Subject matter of the agreement	Date of agreement
METRO Services GmbH	METRO AG	Service agreement regarding commercial, infrastructural and technical facility management	Premises Brücke 1, 1st floor, Schlüterstraße 1, 40235 Düsseldorf, GERMANY	22/09/2016

Annex 4.3.d)
CE Assets
Car leasing (CE Business Division)

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
1.	Leaseplan Deutschland GmbH	METRO AG	Leasing Agreement 611976	21/07/2016
2.	Leaseplan Deutschland GmbH	METRO AG	Leasing Agreement 550148	23/03/2015
3.	Leaseplan Deutschland GmbH	METRO AG	Leasing Agreement 577838	13/08/2015
4.	Leaseplan Deutschland GmbH	METRO AG	Leasing Agreement 561603	15/05/2015
5.	Leaseplan Deutschland GmbH	METRO AG	Leasing Agreement 434940	02/04/2012
6.	Leaseplan Deutschland GmbH	METRO AG	Leasing Agreement 462359	21/01/2013
7.	Audi AG	METRO AG	Leasing Agreement 629160	02/07/2016
8.	Leaseplan Deutschland GmbH	METRO AG	Leasing Agreement 563555	20/05/2015
9.	Leaseplan Deutschland GmbH	METRO AG	Leasing Agreement 599789	31/05/2016
10.	Audi AG	METRO AG	Leasing Agreement 626350	14/04/2016
11.	Leaseplan Deutschland GmbH	METRO AG	Leasing Agreement 478782	20/06/2013

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
12.	Leaseplan Deutschland GmbH	METRO AG	Leasing Agreement 630084	28/07/2016
13.	Leaseplan Deutschland GmbH	METRO AG	Leasing Agreement 570995	09/06/2015
14.	Leaseplan Deutschland GmbH	METRO AG	Leasing Agreement 615517	30/03/2016
15.	Leaseplan Deutschland GmbH	METRO AG	Leasing Agreement 588035	05/11/2015
16.	Leaseplan Deutschland GmbH	METRO AG	Leasing Agreement 617734	05/04/2016
17.	Leaseplan Deutschland GmbH	METRO AG	Leasing Agreement 545375	25/02/2015
18.	Leaseplan Deutschland GmbH	METRO AG	Leasing Agreement 591214	26/01/2016
19.	Leaseplan Deutschland GmbH	METRO AG	Leasing Agreement 488134	24/07/2013
20.	Leaseplan Deutschland GmbH	METRO AG	Leasing Agreement 614115	15/08/2016
21.	Leaseplan Deutschland GmbH	METRO AG	Leasing Agreement 498877	30/12/2013
22.	Leaseplan Deutschland GmbH	METRO AG	Leasing Agreement 509071	28/01/2014
23.	Leaseplan Deutschland GmbH	METRO AG	Leasing Agreement 649119	08/09/2016

Annex 4.4.a)
CE Assets
Software licenses (CE Business Division)

Ser. no.	Licensor (brief designation)	Licensee	Software and cost centre	Asset number	License number / user number	License date
1.	SAP	METRO AG	SW licenses SAP/.58020 – 18 x SAP licence type 52 Professional User (mySAP Professional (Cat. II)) – 7 x SAP license type 54 Employee User (mySAP Employee (Cat. IV)) – 37 x SAP license type 73 LSO stand alone – 18 x SAP license type 75 ESS Administration Special User (SPECIAL MODULE TYPE 5) – 9 x SAP license type 76 Management SS Special User (SPECIAL MODULE TYPE 6) – 17 x SAP license type 79 Special User MARKET & CTA	10000000 10000001	Type 52: 55250018, 55252555, 55120033, 55253751, 55254385, 55251762, 55254646, 55254644, 55254583, 55254647, 55254648, 55254645, 55251769, 55253219, 55254154, 55252853, 55253779, 55120113 Type 54: 55250281, 55251269, 55120059, 55250069, 55253481, 55120254, 55254107 Type 73: 55250018, 55254451, 55250281, 55252863, 55254491, 55251549, 55252555, 55252029, 55253751,	

Ser. no.	Licensor (brief designation)	Licensee	Software and cost centre	Asset number	License number / user number	License date
			WF (SPECIAL MODULE TYPE 9)		55251269, 55254385, 55251762, 55254646, 55254402, 55254725, 55254583, 55254647, 55254648, 55254645, 55120059, 55254374, 55250295, 55253655, 55253219, 55254154, 55254636, 55252853, 55253947, 55250069, 55253481, 55254372, 55252874, 55254614, 55120254, 55120113, 55250366, 55254870 Type 75: 55254451, 55252863, 55254491, 55251549, 55252029, 55254402, 55254725, 55254374, 55250295, 55253655, 55254636, 55253947, 55254372, 55252874, 55254614, 55250366, 55254870, 55254107 Type 76: 55251994, 55252858, 55252800, 55252961, 55254695,	

Ser. no.	Licensor (brief designation)	Licensee	Software and cost centre	Asset number	License number / user number	License date
					55250143, 55253428, 55250234, 55254792 Type 79: 55251994, 55252858, 55250281, 55251549, 55252029, 55251269, 55252800, 55252961, 55120059, 55254695, 55250069, 55250143, 55253428, 55250234, 55120254, 55250366, 55254792	
2.	Microsoft	METRO AG	Licence access 2016/.52450	60000016	SWMVAPMICR0000012230 / SKU: 07707158	29/03/2016
3.	Adobe	METRO AG	Licence Adobe Acrobat Pro DC 2015/.51300	60000054	13353208	12/05/2015
4.	Microsoft	METRO AG	License Visio Standard 2013/.51040	60000129	SWMVAPMICR0000007025 / SKU: D8605323	21/07/2015
5.	Philips	METRO AG	Philips SpeechExec Pro Transcribe for LFH 4500 Windows, Multilingual, License - Box /.51040	60000146	Lic. SW SpeechExec Transcribe – V 7.1B713 / 00115241; Lic. SW SpeechExec Transcribe – V 7.1B713 / 00283403;	11/09/2013

Ser. no.	Licensors (brief designation)	Licensee	Software and cost centre	Asset number	License number / user number	License date
6.	Adobe	METRO AG	Licence Adobe Acrobat 11/.52100	60000175	12577597	23/07/2014
7.	Adobe	METRO AG	SW Licence Adobe Acrobat 11/.51300	60000179	12257128	01/04/2014
8.	Microsoft	METRO AG	MS Visio Professional 2013/.51040	60000194	SWMVAPMICR0000007047 / SKU: D8705994	17/02/2014

Annex 4.5.a)
CE Assets
Bank accounts (CE Business Division)

Ser. no.	Account holder	Account bank	Currency	IBAN
1.	METRO AG	UniCredit	EUR	DE09302201900026135567
2.	METRO AG	UniCredit	EUR	DE84302201900026135575
3.	METRO AG	UniCredit	CHF	DE40302201900026135494
4.	METRO AG	UniCredit	HUF	DE50302201900026135508
5.	METRO AG	UniCredit	PLN	DE28302201900026135516
6.	METRO AG	UniCredit	RUB	DE06302201900026135524
7.	METRO AG	UniCredit	SEK	DE81302201900026135532
8.	METRO AG	UniCredit	TRY	DE59302201900026135540
9.	METRO AG	UniCredit	USD	DE31302201900026135559
10.	METRO AG*	Commerzbank	EUR	DE06300400000245132600

* This account was already reserved at the Relevant Hive-Down Date with the account number 245132600. The application for the opening of the account was only validly completed after the Relevant Hive-Down Date.

Annex 4.5.b)
CE Assets
Third-party collateral (CE Business Division)

Ser. no.	Guarantee number pursuant to accounting	Collateral provider	Beneficiaries	Purpose and debtor	Start of term	End of term	Agreement number pursuant to SAP-TR
1.	700802320001	Commerzbank AG	Employees old-age part-time employment account balance	p16_ Inso.schutz ATZ, Media-Saturn-Verwaltung	01/02/2016	28/02/2017	1400010001256

Annex 4.5.e)
CE Assets
Tax receivables (CE Business Division)

Corporation tax (including solidarity tax)

Ser. no.	Creditor of the receivable	Debtor of the receivable	Legal basis	Amount
1.	METRO AG	Competent fiscal authority	Reimbursement claim because of corporation tax paid in excess and solidarity tax paid in excess for the 2015 assessment period, resulting from a claim for crediting of dividend withholding tax recognised in the balance sheet (including solidarity tax) for the 2015 assessment period in a total amount of EUR 18,103,566.70, which in an amount of EUR 17,703,254.89 is attributable to the CE Assets.	Of the reimbursement claim, only a certain part, namely a partial amount of EUR 17,703,254.89, shall be allocated to the CE Assets.
2.	METRO AG	Competent fiscal authority	Reimbursement claim because of corporation tax paid in excess and solidarity tax paid in excess for the 2016 assessment period, resulting from a claim for crediting of dividend withholding tax recognised in the bal-	Of the reimbursement claim, only a certain part, namely a partial amount of EUR 38,048,431.57, shall be allocated to the CE Assets.

Ser. no.	Creditor of the receivable	Debtor of the receivable	Legal basis	Amount
			ance sheet (including solidarity tax) for the 2016 assessment period in a total amount of EUR 39,631,090.07, which in an amount of EUR 38,048,431.57 is attributable to the CE Assets.	

Further, a claim for crediting of dividend withholding tax (including solidarity tax) for the assessment period 2007 which is recognised in the balance sheet in an amount of EUR 27.24 is economically attributable to the CE Assets. In the external relationship vis-à-vis the competent fiscal authority, this claim is expected to reduce an obligation of subsequent payment of corporation tax and solidarity tax of METRO AG for the 2007 assessment period to be allocated to the Hive-Down Assets pursuant to § 5.6.f). The economic allocation of this claim to the CE Assets is made pursuant to § 6.5 and § 26 of the Division Agreement in conjunction with §§ 5 through 10 of the Group Separation Agreement.

Annex 4.6.a)
CE Assets
Contingencies for which provisions have been created (CE Business Division)

Ser. no.	Provision pursuant to CE balance sheet	Description of contingency	For informational purposes: Amount of the provision as at the Relevant Hive-Down Date
1.	Personnel costs	a) Bonus remuneration (EBITAC) b) Provision LTI c) Vacation arrears d) Premiums/special payments (taxes Inbounds) e) Provision for death grants f) Anniversary bonuses in each case to the extent that persons are concerned who are to be allocated to the CE Business Division	a) EUR 3,339,366.75 b) EUR 5,632,104.00 c) EUR 171,352.06 d) EUR 310,025.48 e) EUR 38,743.00 f) EUR 20,257.00
2.	Process risks	Costs for legal advice and representation in legal proceedings in connection with legal disputes attributable to the CE Business Division (file reference of the respective first instance before the District Court Ingolstadt: 1 HK O 188/13, 1 HK O 3/13, 1 HK O 585/13, 1 HK O 1678/13, 1 HK O 6/13, 1 HK O 584/13, 1 HK O 1429/14, 1 HK O 984/14, 1 HK O 889/15, 1 HK O 1260/15, 1 HK O 1201/15, 1 HK O 200/16, 1 HK O 129/16, 1 HK O 135/16, 1 HK O 11/16).	EUR 485,000.00
3.	Audit costs annual financial	External costs annual financial statements KPMG	EUR 1,200,000.00

Ser. no.	Provision pursuant to CE balance sheet	Description of contingency	For informational purposes: Amount of the provision as at the Relevant Hive-Down Date
	statements		

Annex 4.6.e)

CE Assets

Tax liabilities recognised in the balance sheet (CE Business Division)

Tax liability (including salary tax and church tax)

Creditor	Debtor	Legal basis	Amount
Competent fiscal authority	METRO AG	Salary tax liability including church tax for the September 2016 filing period recognised in the balance sheet.	Of the liability, only a certain part, namely a partial amount of EUR 236,092.68, is to be allocated to the CE Assets.

Annex 4.6.f)

CE Assets

Uncertain tax liabilities not recognised in the balance sheet (CE Business Division)

Corporation tax including solidarity tax

Creditor	Debtor	Legal basis	Amount
Competent fiscal authority	METRO AG	A possible subsequent payment obligation because of corporation tax and solidarity tax for the 2016 assessment period.	Of the liability, only a certain part, namely a portion of 25% of the total amount, shall be allocated to the CE Assets.

Trade tax

Creditor	Debtor	Legal basis	Amount
Competent fiscal authority	METRO AG	A possible subsequent payment obligation because of trade tax for the 2016 assessment period.	Of the liability, only a certain part, namely a portion of 25% of the total amount, shall be allocated to the CE Assets.

Annex 4.7.a)**CE Assets****Contractual agreements and other obligatory and legal relationships (CE Business Division)**

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
1.	Présence Communication & Production S.à r.l.	Service Agreement	Support of the Euro Forum Steering Committee	29/09/2016
2.	Van der Valk Hotel Akersloot	Arrangement for the Euro Forum Steering Committee	Accommodation and catering	12/08/2016
3.	NH Hotel Düsseldorf City	Accommodation Services / Service Agreement	Accommodation for participants and interpreters of/for the Euro Forum plenary meeting on the occasion of the METRO division	29/09/2016
4.	METRO SERVICES	Service Agreement	Conference services	10/11/2016
5.	Présence Communication & Production S.à r.l.	Service Agreement	Simultaneous interpretation and support	29/09/2016
6.	Vision Media Systems GmbH	Service Agreement	Services Euro Forum	29/09/2016
7.	Business Keeper AG	Services	Whistleblower system	01/10/2016

* METRO Contract Management System

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
8.	Notare Zimmermann Hauschild	Letter Regarding Notarisation of the General Meeting 2017	Notarisation of the General Meeting 2017	23/06/2016
9.	MCM 0327, MCM 01474 and MCM 01549	Mandate Letter / Agreements on Fees and Liability	Legal advisory services by letters as of 03/06/2015, 19/10/2015 and 07/12/2015	
10.	CMS Hasche Sigle Partnerschaft von Rechtsanwälten und Steuerberatern mbB	Mandate Letter / Agreements on Fees and Liability	Consulting Services	23/08/2016
11.	MCM 01149	Mandate Letter / Agreements on Fees and Liability	Legal advisory services	22/09/2015
12.	MCM 00228, MCM 01402, MCM 04589, MCM 04590, MCM 01473	Mandate Letter / Agreements on Fees and Liability	Legal advisory services by letters as of 23/09/2014, 09/10/2015, 05/08/2016, 16/08/2016, 21/07/2015	
13.	MCM 00242 und 00360	Mandate Letter / Agreements on Fees and Liability	Legal advisory services by letters as of 06/02/2013, 25/08/2011, 06/12/2013, 23/01/2014, 23/03/2016	
14.	MCM 01653, MCM 00258, MCM 00275, MCM 00209	Mandate Letter / Agreements on Fees and Liability	Legal advisory services by letters as of 23/12/2015, 07/11/2014, 19/11/2014, 15/04/2015	
15.	MCM 00279	Issuer Agreement	Issuer Agreement	22/03/2010
16.	altares GmbH & Co. KG	Licence Agreement	Software license insider register	18/01/2005
17.	EQS (DGAP) Deutsche Gesellschaft für Ad-hoc Publizität mbH	Service Agreement	Deployment/Maintenance/Support	12/01/2007

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM ⁺	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
18.	Lutz Abel Rechtsanwalts GmbH	Mandate and Remuneration Agreements	Legal advisory services by letter as of 29/09/2016	
19.	Bloomberg Finance L.P.	Service Agreements	Information system for market data	16/09/2016 16/09/2016 16/09/2016
20.	METRO Unterstützungskasse e.V.	Asset Management	Administration of the pension assets	01/08/2013
21.	Commerzbank AG	Guarantee Framework Agreement	Protection of part-time retirement balances	30/09/2016
22.	Hamburger Pensionsverwaltung e.G.	Escrow Agreement	Security trustee	30/09/2016
23.	Media-Saturn Deutschland GmbH	Accession Declaration	Accession as employer to Guarantee Framework Agreement	30/09/2016
24.	Media-Saturn Deutschland GmbH	Authorisation	Proxy under the Guarantee Agreement	30/09/2016
25.	Media-Saturn Holding GmbH	Framework Agreement	Framework Agreement Regarding Futures Contracts	11/11/2014
26.	METRO Kaufhaus und Fachmarkt Holding GmbH	Framework Agreement	Framework Agreement Regarding Futures Contracts	15/09/2013
27.	State Street Bank GmbH	Proxy for Metro Unterstützungskasse	Proxy vis-à-vis State Street Bank	30/09/2016

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM [*]	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
28.	Universal Investment Gesellschaft mbH	Proxy for Metro Unterstützungskasse	Proxy vis-à-vis Universal Investment	30/09/2016
29.	METRO Kaufhaus und Fachmarkt Holding GmbH	Loan Agreement	Current Account Loan Agreement	26/09/2016
30.	METRO Group Insurance Broker GmbH	Brokerage Agreement	Negotiation / Taking out of insurance policies	30/09/2016
31.	HayGroup GmbH	Service Agreement	Personnel services PayNet Int. Master Sweden	01/01/2016
32.	METRO Kaufhaus und Fachmarkt Holding GmbH	Service Agreement	Master Service Agreement - Schedule 2a for Metro Kaufhaus und Fachmarkt Holding GmbH	26/09/2016
33.	Mercer Deutschland GmbH	Framework Agreement	Definition of services	26/09/2016
34.	Hamburger Pensionsverwaltung	Master Agreement (including Supplementary Agreements) HPV	Definition and scope of services	30/09/2016
35.	Hamburger Pensionskasse	Membership Agreement (including Supplementary Agreements) HPK	Membership Agreement	30/09/2016
36.	Hamburger Pensionsrückdeckungskasse VVaG (HPR)	Insurance Agreement / Membership Agreement	Reinsurance Agreement (including Supplementary Agreements) with Hamburger Pensionsrückdeckungskasse (agreement: current use of reinsurance tariffs K or KR, R1, R7, R11, R12)	30/09/2016
37.	International SOS GmbH	Service Agreement	Support in the event of emergencies	28/09/2016

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
38.	West UC Limited	Service Agreement	Conference call-in number	31/08/2005
39.	Metro Global Business Services	Service Agreement	HR services	29/09/2016
40.	Metro Global Business Services	Service Agreement	Accounting	30/09/2016
41.	Metro Group Travel	Service Agreement	Travel services	29/09/2016
42.	MIB Metro Insurance Broker GmbH	Service Agreement	Insurance services	28/09/2016
43.	Metro Systems GmbH	Service Agreement	IT services	28/09/2016
44.	METRO Services GmbH	Service Agreement	Facility management	22/09/2016
45.	METRO Services GmbH	Sub-lease Agreement	Lease agreement	22/09/2016
46.	MIAG C.V.	Master Service Agreement Multiversa	Platform Multiversa	22/09/2016
47.	Hays AG	Service Agreement	Personnel placement	12/09/2016
48.	Leaseplan Deutschland GmbH	Fuel Card Agreements	Fuel Card Agreement Leasing Agreement No. 606238; No. 603959; No. 643670; No. 455518; No. 633554	10/11/2015 23/10/2015 19/07/2016 23/07/2012 02/05/2016

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
49.	MCM 01790	Service Agreement	MAG shareholder matters	11/02/2016
50.	ACS Solution GmbH	Confidentiality Agreement	Confidentiality Agreement with respect to services for the General Meeting 2017	09/09/2016
51.	HK Translation Services GmbH	Confidentiality Agreement	Confidentiality Agreement with respect to services for the General Meeting 2017	09/09/2016
52.	HVBest Event Services GmbH	Confidentiality Agreement	Confidentiality Agreement with respect to services for the General Meeting 2017	09/09/2016
53.	ACS Medientechnik GmbH	Confidentiality Agreement	Confidentiality Agreement with respect to services for the General Meeting 2017	09/09/2016
54.	DüsseldorfCongress	Confidentiality Agreement	Confidentiality Agreement with respect to services for the General Meeting 2017	09/09/2016
55.	MCM 04360 and MCM 04631	Confidentiality Agreements	Confidentiality Agreements regarding cooperation opportunities in the field of Digital Media	05/07/2016 24/08/2016
56.	MCM 04536	Confidentiality Agreement	Confidentiality Agreement with respect to support in the field of "Info Graphics" and communication	20/01/2015
57.	BGF	Confidentiality Agreement	Confidentiality Agreement	21/09/2016
58.	G.S.I. Gesellschaft für Softwareentwicklung und Informationstechniken mbH	Confidentiality Agreement	Confidentiality Agreement with respect to services for the General Meeting 2017	09/09/2016
59.	DüsseldorfCongress	Service Agreement, Lease	Agreement with respect to services for the General Meet-	18/06/2014

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM ⁺	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
		Agreement	ing 2017	23/08/2016
60.	MCM 01921 and MCM 01922	Assignment Agreements	Assignment Agreements	05/03/2013
61.	MCM 01923 and MCM 01924	Assignment Agreements	Assignment Agreements	05/03/2013
62.	MCM 00430, MCM 00432, MCM 00433 and MCM 00435	Assignment Agreements	Assignment Agreements	30/09/2015
63.	METRO Wholesale & Food Specialist GmbH (now: METRO Wholesale & Food Specialist AG)	Option Agreement	Put and call option with respect to a limited partnership interest held by METRO AG in METRO PROPERTIES GmbH & Co. KG	19/09/2016
64.	METRO Consumer Electronics Zwischenholding Management GmbH	Contribution and Transfer Agreement	Contribution of the sole share in METRO Wholesale & Food Specialist GmbH of METRO AG to METRO Consumer Electronics Zwischenholding GmbH & Co. KG	20/09/2016
65.	METRO Consumer Electronics Zwischenholding Management GmbH METRO Wholesale & Food Specialist GmbH	Transfer Agreement Regarding a Shareholder Loan Agreement	Transfer of the contractual position of the lessor of the shareholder loan between METRO Consumer Electronics Zwischenholding GmbH & Co. KG and METRO Wholesale & Food Specialist GmbH as of 30 September 2016 to METRO AG	30/09/2016
66.	GfK Retail und Technology GmbH	Agreement on the use of data	Agreement on the use of data	05/09/2016

Annex 4.8
CE Assets
Associations, groups and organisations (CE Business Division)

Ser. no.	Association / group / organisation
1.	Industrie- und Handelskammer Düsseldorf (Chamber of Industry and Commerce Düsseldorf – compulsory membership)
2.	Handelsverband Deutschland - HDE e.V.
3.	PENSIONS-SICHERUNGS-VEREIN Versicherungsverein auf Gegenseitigkeit

Annex 4.9.1

CE Assets

Litigation of METRO AG relating to both the MWFS Business Division and the CE Business Division

Ser. no.	Plaintiff	Defendants	Subject matter	Court	File reference / case number
1.	METRO AG	(1) MasterCard Incorporated (2) MasterCard International Incorporated (3) MasterCard Europe SPRL (now trade under SA MasterCard Europe)	Action for damages under antitrust law against companies of the Mastercard Group	High Court of Justice for England and Wales, Chancery Division	Claim No. HC-2012-000196 (Consolidating Claim Numbers HC12E04911, HC12A04913, HC13F00695 and HC12C05455)
2.	METRO AG	(1) VISA Europe Limited (2) VISA Deutschland E.V. (3) VISA France (4) VISA International Service Association (5) VISA Incorporated (6) VISA Europe Services Incorporated	Action for damages under antitrust law against companies of the VISA Group	High Court of Justice for England and Wales, Chancery Division	Claim No. HC-2016-001675

Annex 4.9.2
CE Assets
Litigation (CE Business Division)

Ser. no.	Plaintiff	Defendant	Subject matter	Court	File reference / case number
1.	F.A.M. – Anonymi Techniki Etairia Diachirisis Akiniton A.E.	Saturn Thessaloniki II A.E. et al	Tenancy law dispute; METRO AG received a third-party notice.	Panel of judges in first instance Thessaloniki	18930/2012

Annex 4.9.3**Assets CE****Contractual agreements relating to the proceedings specified in Annex 4.9.1**

Ser. no.	Counterparty of METRO AG	Agreement designation	Subject matter of the agreement	Agreement date
1.	Hausfeld & Co. LLP UK	Information exchange & non-disclosure agreement	Rules on exchange and non-disclosure of information	18 // 23/04/2013
2.	Hausfeld & Co. LLP UK	Supplemental agreement to the mandate agreement as of 28 March 2013	Agreement on cost coverage and provision of legal advisory services	28/03/2013
3.	Hausfeld & Co. LLP UK	Mandate agreement	Legal advisory services	28/03/2013
4.	Hausfeld & Co. LLP UK	Mandate agreement	Legal advisory services	30/11/2012
5.	Hausfeld LLP USA	Litigation financing agreement	Cost coverage agreement	30/11/2012
6.	Hausfeld LLP USA	Litigation financing agreement	Cost coverage agreement	27/09/2016

Annex 4.10.d)
CE Assets
Legal relationships under public law

Ser. no.	Designation / Nature of legal relationship	Authority / Body corporate with which the legal relationship exists	Subject matter of the legal relationship	File reference	Date
1.	Listing Rheinisch-Westfälische Börse zu Düsseldorf	Rheinisch-Westfälische Börse zu Düsseldorf	Listing Rheinisch-Westfälische Börse zu Düsseldorf	n/a	22/07/1996
2.	Listing Deutsche Börse - Prime Standard	Frankfurt Stock Exchange	Listing Deutsche Börse - Prime Standard	n/a	15/01/2003
3.	Change of business registration	City of Düsseldorf	Change of business registration 05.111.000-997404	05.111.000-997404	09/04/2001
4.	Business registration	City of Cologne	Business registration Local Court HR B 26888	05.315.000	12/05/1998

Annex 4.11.a)
CE Balance Sheet

Accounting Date: 1 October 2016, 0:00 a.m.

Assets		Liabilities	
	<u>Euro</u>		<u>Euro</u>
A. Fixed assets	1,738,311,442.51	A. Equity capital	3,001,794,756.96
I. Intangible assets	17,180.37	B. Provisions	140,594,120.21
II. Contributions in kind	50,982.09	1. Provisions for pensions and similar obligations	129,397,271.92
1. Fixtures in leased buildings		2. Provisions for taxes	
2. Other equipment, office furniture and fixtures	50,982.09	3. Other provisions	11,196,848.29
III. Financial assets	1,738,243,280.05	C. Payables	111,266,344.92
1. Shareholdings in affiliated companies	869,179,604.25	1. Bonds	
2. Loans granted to affiliated companies	869,063,675.80	2. Bonded loans	
3. Shareholdings		3. Liabilities to banks	
4. <u>Other loans</u>		4. <u>Trade payables</u>	

B. Current assets	1,515,176,110.42		5. Liabilities to affiliates	110,640,252.24
I. Inventories			6. Other accounts payable	626,092.68
II. Receivables and other assets	915,676,904.23			
1. Receivables from affiliated companies	859,205,348.53			
2. Other assets	56,471,555.70			
III. Cheques, cash, bank accounts	599,499,206.19			
C. Accrued items	167,669.16	D. Accrued items		0.00
	<u>3,253,655,222.09</u>			<u>3,253,655,222.09</u>

Annex 4.12.1

CE Assets

Neutral assets remaining with METRO AG

- The claim of METRO AG against METRO Cash & Carry International GmbH in the total amount of EUR 16,687,474 pursuant to the invoice dated 30 September 2016 (invoice no. IT Costs KJ 01-2016) under the IT Services Agreement dated 16/12/2015 between METRO AG and METRO Cash & Carry International GmbH, including any interest accrued until the Relevant Hive-Down Date or thereafter. The underlying IT Services Agreement dated 16/12/2015 is not allocated to the CE Assets and therefore forms part of the Hive-Down Assets.
- A partial amount totalling EUR 204,312,526 of the repayment claim in the total amount of EUR 450,000,000 of METRO AG against MWFS AG (previously: METRO Wholesale & Food Specialist GmbH) under the shareholder loan agreement dated 30 September 2016 between MWFS AG and METRO Consumer Electronics Zwischenholding GmbH & Co. KG ("**CE KG**") in connection with the assignment agreement regarding a shareholder loan agreement dated 30 September 2016 between CE KG and METRO AG, including interest accrued on such partial amount since the granting / commencement date (whether or not due) and including the respective contractual relationships.

Annex 4.12.2
CE Assets
Neutral Assets allocated to the CE Assets for contribution into MWFS AG

A partial amount totalling EUR 232,700,000 of the repayment claim in the total amount of EUR 450,000,000 of METRO AG against MWFS AG (previously: METRO Wholesale & Food Specialist GmbH) under the shareholder loan agreement dated 30 September 2016 between MWFS AG and METRO Consumer Electronics Zwischenholding GmbH & Co. KG ("**CE KG**") in connection with the assignment agreement regarding a shareholder loan agreement dated 30 September 2016 between CE KG and METRO AG, including interest accrued on such partial amount since the granting / commencement date (whether or not due) and including any related ancillary and special rights, for example termination rights, modification rights and rights to put the other party in default.

Annex 4.12.3
CE Assets
Neutral assets allocated to the CE Assets for contribution into MGLEH

- A partial amount totalling EUR 12,987,254.54 of the repayment claim in the total amount of EUR 450,000,000 of METRO AG against MWFS AG (previously: METRO Wholesale & Food Specialist GmbH) under the shareholder loan agreement dated 30 September 2016 between MWFS AG and METRO Consumer Electronics Zwischenholding GmbH & Co. KG ("**CE KG**") in connection with the assignment agreement regarding a shareholder loan agreement dated 30 September 2016 between CE KG and METRO AG, including interest accrued on such partial amount since the granting / commencement date (whether or not due) and including any related ancillary and special rights, for example termination rights, modification rights and rights to put the other party in default.
- The repayment claims under the following loans granted to affiliated companies, including interest accrued until the Relevant Hive-Down Date or thereafter and including the underlying legal relationship, but excluding any framework agreements (which therefore form part of the Hive-Down Assets), under which the relevant loan was granted:

Ser. no.	Lender	Borrower	Agreement date	Value as at the relevant Hive-Down Date (EUR)	Fair value as at the relevant Hive-Down Date (EUR)	Start of term	End of term	Agreement number pursuant to SAP-TR	Included in the fair value: interest claim as at the relevant Hive-Down Date (EUR)
1.	METRO AG	METRO FSD Holding GmbH	31/03/2016	61,491,328.21	61,746,896.01	01/04/2016	31/03/2026	1000010000104	N/A
2.	METRO AG	Metro Holding France	14/12/2009	21,000,000.00	21,775,123.92	15/12/2009	15/12/2016	1000010000049	616,449.17

Ser. no.	Lender	Borrower	Agreement date	Value as at the relevant Hive-Down Date (EUR)	Fair value as at the relevant Hive-Down Date (EUR)	Start of term	End of term	Agreement number pursuant to SAP-TR	Included in the fair value: interest claim as at the relevant Hive-Down Date (EUR)
		S.A.							
3.	METRO AG	Metro International Beteiligungs GmbH	27/01/2011	172,500,000.00	173,941,692.15	31/01/2011	29/06/2017	1000010000054	374,708.33
4.	METRO AG	Metro Holding France S.A.	11/11/2011	49,000,000.00	52,582,030.17	30/11/2011	30/11/2018	1000010000058	1,541,680.19
5.	METRO AG	METRO LOGISTICS Germany GmbH	02/01/2012	125,000.00	125,728.58	05/01/2012	30/12/2016	1000010000063	N/A
6.	METRO AG	real,- SB-Warenhaus GmbH	02/01/2012	35,489.88	153,936.91	05/01/2012	30/12/2016	1000010000072	N/A
7.	METRO AG	real,- SB-Waren-	02/01/2012	35,750.00		05/01/2012	30/12/2016	1000010000073	N/A

Ser. no.	Lender	Borrower	Agreement date	Value as at the relevant Hive-Down Date (EUR)	Fair value as at the relevant Hive-Down Date (EUR)	Start of term	End of term	Agreement number pursuant to SAP-TR	Included in the fair value: interest claim as at the relevant Hive-Down Date (EUR)
		haus GmbH							
8.	METRO AG	real,- SB-Warenhaus GmbH	02/01/2012	81,805.00		05/01/2012	30/12/2016	1000010000074	N/A
9.	METRO AG	METRO Cash & Carry Deutschland GmbH	28/11/2012	650,176.00	656,583.16	01/12/2012	30/06/2017	1000010000085	N/A
10.	METRO AG	Makro Auto-servicio Mayorista S. A. U.	09/12/2013	321,000,000.00	342,922,784.17	11/12/2013	11/12/2018	1000010000088	6,076,708.33
11.	METRO AG	real,- SB-Warenhaus GmbH	24/01/2012	116,180.00	116,857.17	01/04/2014	30/12/2016	1000010000089	N/A

Ser. no.	Lender	Borrower	Agreement date	Value as at the relevant Hive-Down Date (EUR)	Fair value as at the relevant Hive-Down Date (EUR)	Start of term	End of term	Agreement number pursuant to SAP-TR	Included in the fair value: interest claim as at the relevant Hive-Down Date (EUR)
12.	METRO AG	GKF Vermögensverwaltungs-gesellschaft mbH & Co. Objekt Ratingen KG	07/12/2010	3,749,332.76	4,451,296.02	30/12/2010	31/03/2021	13000100000004	N/A
13.	METRO AG	GKF Vermögensverwaltungs-gesellschaft mbH & Co. Objekt Edingen-Neckarhausen KG	21/03/2011	1,681,515.73	1,685,010.34	31/03/2011	31/12/2016	13000100000005	N/A

Ser. no.	Lender	Borrower	Agreement date	Value as at the relevant Hive-Down Date (EUR)	Fair value as at the relevant Hive-Down Date (EUR)	Start of term	End of term	Agreement number pursuant to SAP-TR	Included in the fair value: interest claim as at the relevant Hive-Down Date (EUR)
14.	METRO AG	GKF Vermögensverwaltungs-gesellschaft mbH & Co. Objekt Frankenthal KG	20/12/2011	3,011,925.36	3,018,184.94	30/12/2011	31/12/2025	1300010000006	N/A
15.	METRO AG	GKF Vermögensverwaltungs-gesellschaft mbH & Co. Objekt Frankenthal KG	20/12/2011	4,536,000.00	4,545,426.96	30/12/2011	31/12/2025	1300010000007	N/A
16.	METRO	KUPINA	26/03/2012	18,150,109.61	18,326,218.75	30/03/2012	30/06/2021	1300010000008	132,722.68

Ser. no.	Lender	Borrower	Agreement date	Value as at the relevant Hive-Down Date (EUR)	Fair value as at the relevant Hive-Down Date (EUR)	Start of term	End of term	Agreement number pursuant to SAP-TR	Included in the fair value: interest claim as at the relevant Hive-Down Date (EUR)
	AG	Grundstücks-Verwaltungsgesellschaft mbH & Co. KG							
17.	METRO AG	PAROS Verwaltung GmbH & Co. Objekt Bitterfeld KG	11/10/2012	2,470,677.68	2,587,077.06	30/11/2012	30/11/2020	1300010000009	N/A
18.	METRO AG	PAROS Verwaltung GmbH & Co. Objekt Stralsund KG	14/08/2013	3,590,909.00	3,746,822.53	30/08/2013	30/09/2020	1300010000010	N/A
19.	METRO	GKF	23/09/2013	2,314,987.85	2,358,099.04	30/09/2013	30/09/2018	1300010000011	N/A

Ser. no.	Lender	Borrower	Agreement date	Value as at the relevant Hive-Down Date (EUR)	Fair value as at the relevant Hive-Down Date (EUR)	Start of term	End of term	Agreement number pursuant to SAP-TR	Included in the fair value: interest claim as at the relevant Hive-Down Date (EUR)
	AG	Grundstücksverwaltungs-gesellschaft mbH & Co. Objekt Schaper Bremen-Habenhäuser KG							
20.	METRO AG	Immobilien-Vermietungs-gesellschaft von Quistorp GmbH & Co. Objekt Altlandsberg KG	26/11/2013	27,857,022.44	37.712.059,82	29/11/2013	30/11/2023	1300010000012	131,392.29

Ser. no.	Lender	Borrower	Agreement date	Value as at the relevant Hive-Down Date (EUR)	Fair value as at the relevant Hive-Down Date (EUR)	Start of term	End of term	Agreement number pursuant to SAP-TR	Included in the fair value: interest claim as at the relevant Hive-Down Date (EUR)
21.	METRO AG	OSKUS Verwaltung GmbH & Co. Objekt Nettetall KG	18/12/2013	1,100,224.38	1,111,145.52	30/12/2013	31/12/2018	1300010000014	N/A
22.	METRO AG	GKF Vermögensverwaltungs-gesellschaft mbH & Co. Objekt Braunschweig Hamburger Straße KG	25/06/2014	3,329,017.81	3,386,559.90	30/06/2014	30/06/2021	1300010000015	N/A
23.	METRO AG	GKF Vermö-	15/06/2015	2,245,918.63	2,263,121.26	30/06/2015	30/06/2021	1300010000018	N/A

Ser. no.	Lender	Borrower	Agreement date	Value as at the relevant Hive-Down Date (EUR)	Fair value as at the relevant Hive-Down Date (EUR)	Start of term	End of term	Agreement number pursuant to SAP-TR	Included in the fair value: interest claim as at the relevant Hive-Down Date (EUR)
		gensverwaltungs-gesellschaft mbH & Co. Objekt Finowfurt KG							
24.	METRO AG	GKF Vermögensverwaltungs-gesellschaft mbH & Co. Objekt Finowfurt KG	15/06/2015	966,456.51	973,859.09	30/06/2015	30/06/2021	1300010000019	N/A
25.	METRO AG	GKF Vermögensverwaltungs-gesellschaft	15/06/2015	496,920.99	500,727.17	30/06/2015	30/06/2021	1300010000020	N/A

Ser. no.	Lender	Borrower	Agreement date	Value as at the relevant Hive-Down Date (EUR)	Fair value as at the relevant Hive-Down Date (EUR)	Start of term	End of term	Agreement number pursuant to SAP-TR	Included in the fair value: interest claim as at the relevant Hive-Down Date (EUR)
		mbH & Co. Objekt Finowfurt KG							
26.	METRO AG	GKF Vermögensverwaltungsgesellschaft mbH & Co. Objekt Kassel KG	30/10/2015	17,522,328.30	19,896,900.83	30/10/2015	30/10/2030	1300010000029	N/A
27.	METRO AG	METRO Leasing Objekt Schwerin GmbH	30/11/2015	17,904,013.02	19,297,857.67	30/11/2015	30/11/2025	1300010000030	N/A
28.	METRO AG	ZARUS Verwaltung GmbH &	22/12/2015	3,471,562.53	3,499,765.67	30/12/2015	30/06/2023	1300010000031	N/A

Ser. no.	Lender	Borrower	Agreement date	Value as at the relevant Hive-Down Date (EUR)	Fair value as at the relevant Hive-Down Date (EUR)	Start of term	End of term	Agreement number pursuant to SAP-TR	Included in the fair value: interest claim as at the relevant Hive-Down Date (EUR)
		Co. Objekt Osnabrück KG							
29.	METRO AG	RUTIL Verwaltung GmbH & Co. SB-Warenhaus Bielefeld KG	22/12/2015	7,401,528.00	7,459,097.82	30/12/2015	31/12/2020	1300010000032	N/A
30.	METRO AG	ZARUS Verwaltung GmbH & Co. Objekt Mutterstadt KG	26/11/2015	15,879,762.23	16,008,848.99	30/12/2015	30/06/2023	1300010000033	N/A
31.	METRO AG	ZARUS Verwal-	22/12/2015	2,954,900.81	2,978,967.22	30/12/2015	30/06/2023	1300010000034	N/A

Ser. no.	Lender	Borrower	Agreement date	Value as at the relevant Hive-Down Date (EUR)	Fair value as at the relevant Hive-Down Date (EUR)	Start of term	End of term	Agreement number pursuant to SAP-TR	Included in the fair value: interest claim as at the relevant Hive-Down Date (EUR)
		tung GmbH & Co. Objekte Niedersachsen KG							
32.	METRO AG	ZARUS Verwaltung GmbH & Co. Objekte Niedersachsen KG	22/12/2015	3,844,423.40	3,876,345.21	30/12/2015	31/12/2020	1300010000035	N/A
33.	METRO AG	ZARUS Verwaltung GmbH & Co. Objekte Niedersachsen KG	22/12/2015	7,406,528.14	7,464,950.20	30/12/2015	31/12/2020	1300010000036	N/A
34.	METRO	MTE	22/12/2015	22,515,019.18	22,699,895.44	30/12/2015	30/06/2023	1300010000038	N/A

Ser. no.	Lender	Borrower	Agreement date	Value as at the relevant Hive-Down Date (EUR)	Fair value as at the relevant Hive-Down Date (EUR)	Start of term	End of term	Agreement number pursuant to SAP-TR	Included in the fair value: interest claim as at the relevant Hive-Down Date (EUR)
	AG	Grundstücksverwaltung GmbH & Co. Objekt Duisburg oHG							
35.	METRO AG	NIGRA Verwaltung GmbH & Co. Objekt Moers KG	22/12/2015	3,096,737.32	3,119,882.79	30/12/2015	31/12/2020	1300010000039	N/A
36.	METRO AG	NIGRA Verwaltung GmbH & Co. Objekt Detmold KG	22/12/2015	10,044,443.93	10,124,849.22	30/12/2015	30/06/2023	1300010000040	N/A
37.	METRO	NIGRA	22/12/2015	7,479,819.08	7,540,451.99	30/12/2015	30/06/2023	1300010000041	N/A

Ser. no.	Lender	Borrower	Agreement date	Value as at the relevant Hive-Down Date (EUR)	Fair value as at the relevant Hive-Down Date (EUR)	Start of term	End of term	Agreement number pursuant to SAP-TR	Included in the fair value: interest claim as at the relevant Hive-Down Date (EUR)
	AG	Verwaltung GmbH & Co. Objekt E-schweiler KG							
38.	METRO AG	NIGRA Verwaltung GmbH & Co. Objekt Langendreer KG	22/12/2015	5,343,680.07	5,386,873.43	30/12/2015	30/06/2023	1300010000042	N/A
39.	METRO AG	NIGRA Verwaltung GmbH & Co. Objekt Rendsburg KG	22/12/2015	7,245,645.26	7,304,248.67	30/12/2015	30/06/2023	1300010000043	N/A

Ser. no.	Lender	Borrower	Agreement date	Value as at the relevant Hive-Down Date (EUR)	Fair value as at the relevant Hive-Down Date (EUR)	Start of term	End of term	Agreement number pursuant to SAP-TR	Included in the fair value: interest claim as at the relevant Hive-Down Date (EUR)
40.	METRO AG	NIGRA Verwaltung GmbH & Co. Objekt Neunkirchen KG	22/12/2015	4,640,838.29	4,678,117.87	30/12/2015	30/06/2023	1300010000044	N/A
41.	METRO AG	NIGRA Verwaltung GmbH & Co. Objekt Germersheim KG	22/12/2015	6,867,148.27	6,922,703.69	30/12/2015	30/06/2023	1300010000045	N/A
42.	METRO AG	METRO Leasing GmbH	24/03/2016	4,801,899.64	4,821,754.85	31/03/2016	31/03/2021	1300010000046	N/A
43.	METRO AG	GKF Grundstücks-	26/04/2016	3,327,445.78	3,400,794.18	30/04/2016	30/04/2021	1300010000047	N/A

Ser. no.	Lender	Borrower	Agreement date	Value as at the relevant Hive-Down Date (EUR)	Fair value as at the relevant Hive-Down Date (EUR)	Start of term	End of term	Agreement number pursuant to SAP-TR	Included in the fair value: interest claim as at the relevant Hive-Down Date (EUR)
		verwaltungs-gesellschaft mbH & Co. Objekt Wolfenbüttel KG							
44.	METRO AG	METRO Leasing Objekt Schwerin GmbH	29/07/2016	7,332,948.16	8,032,531.35	29/07/2016	31/07/2026	1300010000048	N/A
45.	METRO AG	GKF Vermögensver-waltungs-gesell-schaft mbH & Co. Objekt Paderborn "Südring	29/08/2016	8,079,609.55	8,323,167.93	31/08/2016	31/12/2022	1300010000049	N/A

Ser. no.	Lender	Borrower	Agreement date	Value as at the relevant Hive-Down Date (EUR)	Fair value as at the relevant Hive-Down Date (EUR)	Start of term	End of term	Agreement number pursuant to SAP-TR	Included in the fair value: interest claim as at the relevant Hive-Down Date (EUR)
		Center" KG							
46.	METRO AG	METRO Leasing Objekt Schwerin GmbH	19/09/2016	366,647.00	388,180.22	19/09/2016	31/07/2026	13000100000050	N/A

- The repayment claim under the following further loans granted to affiliated companies including, interest accrued thereon until the Relevant Hive-Down Date or thereafter and including the directly underlying legal relationship as well as including the listed derivative related to the respective loan, but excluding any framework agreements (which therefore form part of the Hive-Down Assets), under which the respective loan was granted, and also excluding any subsequent loan arrangements with the respective borrower, even if they have the same or a similar content (in particular loan amount), and also if they replace the claims mentioned below:

Ser. No.	Lender	Borrower	Agreement date	Value as at the Relevant Hive-Down Date (payment currency/EUR)	Fair Value as at the Relevant Hive-Down Date (EUR)	Start of term	End of term	Agreement number acc. to SAP-TR	Included in the fair value: interest claim as at the Relevant Hive-Down Date (EUR)
1.	METRO AG	Sinco Großhandels-gesellschaft m.b.H.	05/09/2016	EUR 5,900,000.00	5,949,797.30	05/09/2016	05/09/2017	5000010003421	3,621.94
2.	METRO AG ¹	METRO Warehouse Noginsk LLC	Agreement dated 06/05 / 24/08/2007 amended on 28/03/2014 and 15/12/2015	RUB 500,000,000	7,182,456.27	21/07/2016	21/10/2016	5000010005701	165,502.88

¹ Related derivative: Currency swap with UniCredit Bank AG dated 19/7/2016 (SAP TR 4000010044456 and 4000010044457)

Ser. No.	Lender	Bor-rower	Agreement date	Value as at the Relevant Hive-Down Date (payment currency/EUR)	Fair Value as at the Relevant Hive-Down Date (EUR)	Start of term	End of term	Agreement number acc. to SAP-TR	Included in the fair value: interest claim as at the Relevant Hive-Down Date (EUR)
3.	METRO AG ²	METRO Warehouse Noginsk OOO	Agreement dated 06/05 / 24/08/2007 amended on 28/03/2014 and 15/12/2015	RUB 1,000,000,000	13,894,501.26	19/08/2016	18/11/2016	5000010005708	193,270.51
4.	METRO AG ³	METRO Warehouse Noginsk OOO	Agreement dated 06/05 / 24/08/2007 amended on 28/03/2014 and 15/12/2015	RUB 1,000,000,000	13,880,054.32	19/08/2016	18/11/2016	5000010005709	193,270.51
5.	METRO AG ⁴	METRO Cash & Carry OOO	Agreement dated 22/05/2015 amended on 15/12/2015	RUB 1,500,000,000	20,969,733.08	27/09/2016	27/10/2016	5000010005718	29,224.81

² Related derivative: Currency swap with JP Morgan Securities plc dated 17/8/2016 (SAP TR 4000010044833 and 4000010044834)

³ Related derivative: Currency swap with Sumitomo Mitsui Banking Corporation dated 17/8/2016 (SAP TR 4000010044835 and 4000010044836)

⁴ Related derivative: Currency swap with Sumitomo Mitsui Banking Corporation dated 23/9/2016 (SAP TR 4000010045125 and 4000010045126)

Ser. No.	Lender	Borrower	Agreement date	Value as at the Relevant Hive-Down Date (payment currency/EUR)	Fair Value as at the Relevant Hive-Down Date (EUR)	Start of term	End of term	Agreement number acc. to SAP-TR	Included in the fair value: interest claim as at the Relevant Hive-Down Date (EUR)
6.	METRO AG ⁵	METRO Cash & Carry OOO	Agreement dated 22/05/2015 amended on 15/12/2015	RUB 1,500,000,000	20,997,979.53	27/09/2016	27/10/2016	5000010005719	29,224.81

- The payment claim as at the Relevant Hive-Down Date of METRO AG against MIAG C.V. Amsterdam NL, Baar branch in the amount of EUR 14,668,540.66 pursuant to the framework agreement for clearing and cash management dated 01/09/2004 (closing of accounts as at 30/09/2016), including any related ancillary and special rights, such as termination rights, modification rights and rights to put the other party in default, but excluding other legal relationships in connection with the claim and in particular excluding the underlying contractual agreement, which is part of the Hive-Down Assets.
- The payment claim as at the Relevant Hive-Down Date of METRO AG against MGC METRO Group Clearing GmbH (previously: METRO Group Clearing GmbH) in the aggregate amount of EUR 153,041,411.60 pursuant to the framework agreement for clearing and cash management dated 12/02/2007 (closing of accounts as at 30/09/2016), including any related ancillary and special rights, such as termination rights, modification rights and rights to notice of default, but excluding other legal relationships in connection with the claim and in particular excluding the underlying contractual agreement, which forms part of the Hive-Down Assets.

⁵ Related derivative: Currency swap with Sumitomo Mitsui Banking Corporation dated 23/9/2016 (SAP TR 4000010045127 and 4000010045128)

- The following payment claims existing as at the Relevant Hive-Down Date under time deposits in banks, including interest accrued until the Relevant Hive-Down Date and thereafter and including the underlying legal relationship:

Ser. no.	Bank	Agreement number pursuant to SAP-TR	Start of term	End of term	Agreement date	Investment amount (EUR)
1.	Bank of Tokyo-Mitsubishi	5000010005721	21/09/2016	21/10/2016	21/09/2016	150,000,000.00
2.	BRED Banque Populaire	5000010005724	30/09/2016	03/10/2016	30/09/2016	150,000,000.00
3.	Crédit Mutuel D-6032	5000010005725	30/09/2016	04/10/2016	30/09/2016	150,000,000.00
4.	Mizuho Bank Ltd. Lon	5000010005721	26/09/2016	04/10/2016	26/09/2016	40,000,000.00

- The payment claim of METRO AG against HSBC Trinkaus & Burkhardt AG existing as at the Relevant Hive-Down Date in a total amount of EUR 1,499,206.19 from the current account agreement under the account opening application of 27/02/2012 (IBAN DE05 3003 0880 0000 1110 07), including all related ancillary and unilateral rights, such as termination rights, modification rights and rights to put the other party in default, but exclusive of other legal relationships related to the claim, in particular exclusive of the contractual relationship underlying the claim, which forms part of the Hive-Down Assets.
- The claims of METRO AG as shown in the following list, including any related ancillary or special rights, such as termination rights, modification rights and rights to put the other party in default, but excluding any other legal relationships in connection with such right and in particular excluding the contractual relationship underlying the respective claim, which forms part of the Hive-Down Assets:

Ser. no.	Debtor	Receipt number	Date of receipt	Amount of claim (EUR)
1.	METRO Cash & Carry France S.A.S.	5600001562	27/09/2016	952,395.59
2.	METRO Cash & Carry France S.A.S.	5600001797	30/09/2016	7,570.52
3.	METRO Cash & Carry France S.A.S.	5600001403	27/09/2016	9,652.00
4.	METRO Cash & Carry France S.A.S.	5600001427	27/09/2016	14,634.73
5.	METRO Cash & Carry France S.A.S.	5600001449	27/09/2016	46,598.43
6.	METRO Cash & Carry France S.A.S.	5600001490	27/09/2016	3,393.53
7.	METRO Cash & Carry France S.A.S.	5600001497	27/09/2016	24,937.50
8.	METRO Cash & Carry France S.A.S.	5600001517	27/09/2016	3,125.00
9.	METRO Cash & Carry France S.A.S.	5600001539	27/09/2016	3,396.45
10.	METRO Cash & Carry France S.A.S.	5600001583	27/09/2016	1,874,628.98
11.	METRO Cash & Carry Deutschland GmbH	6200000747	30/09/2016	4,515,336.57
12.	METRO Cash & Carry Deutschland GmbH	5600001418	27/09/2016	16,389.10
13.	METRO Cash & Carry Deutschland GmbH	5600001443	27/09/2016	31,576.12
14.	METRO Cash & Carry Deutschland GmbH	5600001466	27/09/2016	47,248.55
15.	METRO Cash & Carry Deutschland GmbH	5600001561	27/09/2016	759,719.16

Ser. no.	Debtor	Receipt number	Date of receipt	Amount of claim (EUR)
16.	METRO Cash & Carry Deutschland GmbH	5600001579	27/09/2016	3,757,044.73
17.	METRO Cash & Carry Deutschland GmbH	5600001793	27/09/2016	10,776.60
18.	METRO Cash & Carry Deutschland GmbH	5600001762	30/09/2016	791,321.94
19.	METRO Cash & Carry Deutschland GmbH	5600001005	28/06/2016	9,887.08
20.	METRO Cash & Carry Deutschland GmbH	5600001816	30/09/2016	23,000.00
21.	METRO Cash & Carry Deutschland GmbH	5600001740	30/09/2016	1,555,477.00
22.	METRO Cash & Carry Deutschland GmbH	5600001203	26/07/2016	7,020.75
23.	METRO Cash & Carry Deutschland GmbH	6200000745	30/09/2016	10,181,960.47
24.	METRO Cash & Carry Deutschland GmbH	5600000022	23/10/2015	50,788.00
25.	METRO Cash & Carry Deutschland GmbH	6200000506	21/04/2016	8,604.38
26.	real,- SB-Warenhaus GmbH	5600001340	19/09/2016	5,000.00
27.	real,- SB-Warenhaus GmbH	5600001334	19/09/2016	42,615.67
28.	real,- SB-Warenhaus GmbH	5600000739	15/06/2016	53,041.36
29.	real,- SB-Warenhaus GmbH	5600001361	19/09/2016	615,142.73
30.	real,- SB-Warenhaus GmbH	5600000734	15/06/2016	615,142.73
31.	real,- SB-Warenhaus GmbH	5600000746	15/06/2016	1,120,806.00

Ser. no.	Debtor	Receipt number	Date of receipt	Amount of claim (EUR)
32.	real,- SB-Warenhaus GmbH	5600001252	24/08/2016	4,583.33
33.	real,- SB-Warenhaus GmbH	5600001393	23/09/2016	8,045.10
34.	real,- SB-Warenhaus GmbH	5600001392	23/09/2016	10,185.00
35.	real,- SB-Warenhaus GmbH	560000137	22/09/2016	15,000.00
36.	real,- SB-Warenhaus GmbH	5600001251	24/08/2016	16,182.53
37.	real,- SB-Warenhaus GmbH	5600000737	15/06/2016	52,128.49
38.	real,- SB-Warenhaus GmbH	5600000381	17/03/2016	67,767.04
39.	real,- SB-Warenhaus GmbH	5600001329	19/09/2016	79,563.76
40.	real,- SB-Warenhaus GmbH	5600000725	15/06/2016	79,563.76
41.	real,- SB-Warenhaus GmbH	5600000387	17/03/2016	93,186.82
42.	real,- SB-Warenhaus GmbH	5600001346	19/09/2016	1,142,774.00
43.	real,- SB-Warenhaus GmbH	6700000683	05/09/2016	350.00
44.	real,- SB-Warenhaus GmbH	5600001814	30/09/2016	4,583.33
45.	real,- SB-Warenhaus GmbH	5600001776	30/09/2016	2,074,233.40
46.	real,- SB-Warenhaus GmbH	5600000713	20/05/2016	12,396.65

Ser. no.	Debtor	Receipt number	Date of receipt	Amount of claim (EUR)
47.	real,- SB-Warenhaus GmbH	6200000745	30/09/2016	13,718,968.20
48.	real,- SB-Warenhaus GmbH	6200000751	30/09/2016	13,741,245.64
49.	real,- SB-Warenhaus GmbH	5600001813	30/09/2016	32,156.90
50.	real,- SB-Warenhaus GmbH	5600001812	30/09/2016	30,154.00
51.	METRO Cash & Carry International GmbH	5600000999	24/06/2016	3,049,842.01
52.	Metro Grosmarket Bakirköy Alisveris Hizmetleri Ticaret Ltd. Sirketi	5600001416	27/09/2016	4,923.54
53.	Metro Grosmarket Bakirköy Alisveris Hizmetleri Ticaret Ltd. Sirketi	5600001436	27/09/2016	23,358.65
54.	Metro Grosmarket Bakirköy Alisveris Hizmetleri Ticaret Ltd. Sirketi	5600001462	27/09/2016	5,473.97
55.	Metro Grosmarket Bakirköy Alisveris Hizmetleri Ticaret Ltd. Sirketi	5600001484	27/09/2016	1,430.88
56.	Metro Grosmarket Bakirköy Alisveris Hizmetleri Ticaret Ltd. Sirketi	5600001510	27/09/2016	36,527.93
57.	Metro Grosmarket Bakirköy Alisveris Hizmetleri Ticaret Ltd. Sirketi	5600001530	27/09/2016	3,125.00
58.	Metro Grosmarket Bakirköy Alisveris Hizmetleri Ticaret Ltd. Sirketi	5600001550	27/09/2016	1,294.49

Ser. no.	Debtor	Receipt number	Date of receipt	Amount of claim (EUR)
59.	Metro Grosmarket Bakirköy Alisveris Hizmetleri Ticaret Ltd. Sirketi	5600001575	27/09/2016	114,644.45
60.	Metro Grosmarket Bakirköy Alisveris Hizmetleri Ticaret Ltd. Sirketi	5600001597	27/09/2016	826,436.88
61.	Metro Grosmarket Bakirköy Alisveris Hizmetleri Ticaret Ltd. Sirketi	5600001788	30/09/2016	160,841.61
62.	METRO Italia Cash and Carry S. p. A.	5600001585	27/09/2016	952,090.58
63.	METRO Italia Cash and Carry S. p. A.	5600000908	24/06/2016	110,620.25
64.	METRO Italia Cash and Carry S. p. A.	5600001405	27/09/2016	8,662.94
65.	METRO Italia Cash and Carry S. p. A.	5600001541	27/09/2016	1,081.13
66.	METRO Italia Cash and Carry S. p. A.	5600001519	27/09/2016	3.125.00
67.	METRO Italia Cash and Carry S. p. A.	5600001429	27/09/2016	17,686.31
68.	METRO Italia Cash and Carry S. p. A.	5600001451	27/09/2016	42,502.00
69.	METRO Italia Cash and Carry S. p. A.	5600001477	27/09/2016	14,096.56
70.	METRO Italia Cash and Carry S. p. A.	5600001499	27/09/2016	31,500.00
71.	METRO Italia Cash and Carry S. p. A.	5600001827	29/09/2015	479,731.00

Ser. no.	Debtor	Receipt number	Date of receipt	Amount of claim (EUR)
72.	METRO Cash & Carry Österreich GmbH	5600001396	27/09/2016	2,436.37
73.	METRO Cash & Carry Österreich GmbH	5600001422	27/09/2016	14,634.73
74.	METRO Cash & Carry Österreich GmbH	5600001444	27/09/2016	10,345.73
75.	METRO Cash & Carry Österreich GmbH	5600001469	27/09/2016	13,549.18
76.	METRO Cash & Carry Österreich GmbH	5600001492	27/09/2016	43,340.96
77.	METRO Cash & Carry Österreich GmbH	5600001488	27/09/2016	455.88
78.	METRO Cash & Carry Österreich GmbH	5600001512	27/09/2016	4,375.00
79.	METRO Cash & Carry Österreich GmbH	5600001534	27/09/2016	679.85
80.	METRO Cash & Carry Österreich GmbH	5600001556	27/09/2016	70,692.09
81.	METRO Cash & Carry Österreich GmbH	5600001577	27/09/2016	270,200.96
82.	METRO Cash & Carry Österreich GmbH	5600001743	30/09/2016	13,605.11
83.	Makro Autoservicio Mayorista S. A. U.	5600001415	27/09/2016	7,495.56
84.	Makro Autoservicio Mayorista S. A. U.	5600001442	27/09/2016	14,634.73
85.	Makro Autoservicio Mayorista S. A. U.	5600001461	27/09/2016	8,256.98

Ser. no.	Debtor	Receipt number	Date of receipt	Amount of claim (EUR)
86.	Makro Autoservicio Mayorista S. A. U.	5600001482	27/09/2016	25,710.47
87.	Makro Autoservicio Mayorista S. A. U.	5600001508	27/09/2016	35,831.25
88.	Makro Autoservicio Mayorista S. A. U.	5600001529	27/09/2016	3,125.00
89.	Makro Autoservicio Mayorista S. A. U.	5600001548	27/09/2016	267.76
90.	Makro Autoservicio Mayorista S. A. U.	5600001573	27/09/2016	162,596.75
91.	Makro Autoservicio Mayorista S. A. U.	5600001595	27/09/2016	687,783.97
92.	Makro Autoservicio Mayorista S. A. U.	5600001758	30/09/2016	122,795.92
93.	Makro Cash and Carry Polska S.A.	5600001410	27/09/2016	6,630.42
94.	Makro Cash and Carry Polska S.A.	5600001440	27/09/2016	14,634.73
95.	Makro Cash and Carry Polska S.A.	5600001456	27/09/2016	9,801.29
96.	Makro Cash and Carry Polska S.A.	5600001524	27/09/2016	3,125.00
97.	Makro Cash and Carry Polska S.A.	5600001543	27/09/2016	650.09
98.	Makro Cash and Carry Polska S.A.	5600001568	27/09/2016	276,108.40
99.	Makro Cash and Carry Polska S.A.	5600001590	27/09/2016	1,265,297.67
100.	Makro Cash and Carry Polska S.A.	5600001785	30/09/2016	192,672.33
101.	METRO Cash & Carry Bulgaria EOOD	5600001398	27/09/2016	2,408.94

Ser. no.	Debtor	Receipt number	Date of receipt	Amount of claim (EUR)
102.	METRO Cash & Carry Bulgaria EOOD	5600001424	27/09/2016	2,082.25
103.	METRO Cash & Carry Bulgaria EOOD	5600001446	27/09/2016	6,531.68
104.	METRO Cash & Carry Bulgaria EOOD	5600001475	27/09/2016	740.14
105.	METRO Cash & Carry Bulgaria EOOD	5600001494	27/09/2016	9,318.75
106.	METRO Cash & Carry Bulgaria EOOD	5600001514	27/09/2016	3,125.00
107.	METRO Cash & Carry Bulgaria EOOD	5600001536	27/09/2016	390.06
108.	METRO Cash & Carry Bulgaria EOOD	5600001558	27/09/2016	97,997.33
109.	METRO Cash & Carry Bulgaria EOOD	5600001580	27/09/2016	371,318.61
110.	METRO Cash & Carry Bulgaria EOOD	5600001745	30/09/2016	48,986.15
111.	METRO CASH & CARRY ROMANIA SRL	5600001412	27/09/2016	4,758.94
112.	METRO CASH & CARRY ROMANIA SRL	5600001458	27/09/2016	14,650.67
113.	METRO CASH & CARRY ROMANIA SRL	5600001470	27/09/2016	8,174.90
114.	METRO CASH & CARRY ROMANIA SRL	5600001485	27/09/2016	1,388.41
115.	METRO CASH & CARRY ROMANIA SRL	5600001505	27/09/2016	30,599.62
116.	METRO CASH & CARRY ROMANIA SRL	5600001526	27/09/2016	3,125.00

Ser. no.	Debtor	Receipt number	Date of receipt	Amount of claim (EUR)
117.	METRO CASH & CARRY ROMANIA SRL	5600001545	27/09/2016	721.30
118.	METRO CASH & CARRY ROMANIA SRL	5600001570	27/09/2016	125,850.03
119.	METRO CASH & CARRY ROMANIA SRL	5600001592	27/09/2016	695,860.94
120.	METRO CASH & CARRY ROMANIA SRL	5600001786	30/09/2016	35,658.50
121.	METRO CASH & CARRY ROMANIA SRL	5600001432	27/09/2016	14,634.73
122.	METRO Kereskedelmi Kft,	5600001404	27/09/2016	2,759.46
123.	METRO Kereskedelmi Kft,	5600001428	27/09/2016	14,634.73
124.	METRO Kereskedelmi Kft,	5600001450	27/09/2016	14,453.08
125.	METRO Kereskedelmi Kft,	5600001476	27/09/2016	8,754.03
126.	METRO Kereskedelmi Kft,	5600001498	27/09/2016	26,210.88
127.	METRO Kereskedelmi Kft,	5600001518	27/09/2016	3,125.00
128.	METRO Kereskedelmi Kft,	5600001540	27/09/2016	126.14
129.	METRO Kereskedelmi Kft,	5600001553	27/09/2016	7,883.33
130.	METRO Kereskedelmi Kft,	5600001563	27/09/2016	74,368.41
131.	METRO Kereskedelmi Kft,	5600001584	27/09/2016	479,710.58

Ser. no.	Debtor	Receipt number	Date of receipt	Amount of claim (EUR)
132.	METRO Kereskedelmi Kft,	5600001782	30/09/2016	4,321.33
133.	MAKRO Cash & Carry Belgium NV	5600001397	27/09/2016	3,030.73
134.	MAKRO Cash & Carry Belgium NV	5600001423	27/09/2016	14,634.73
135.	MAKRO Cash & Carry Belgium NV	5600001445	27/09/2016	11,596.95
136.	MAKRO Cash & Carry Belgium NV	5600001474	27/09/2016	5,942.90
137.	MAKRO Cash & Carry Belgium NV	5600001493	27/09/2016	22,312.50
138.	MAKRO Cash & Carry Belgium NV	5600001513	27/09/2016	3,125.00
139.	MAKRO Cash & Carry Belgium NV	5600001535	27/09/2016	1,105.44
140.	MAKRO Cash & Carry Belgium NV	5600001557	27/09/2016	61,503.96
141.	MAKRO Cash & Carry Belgium NV	5600001578	27/09/2016	427,251.65
142.	MAKRO Cash & Carry Belgium NV	5600001744	30/09/2016	65,666.17
143.	Makro Portugal SGPS Lda	5600001411	27/09/2016	1,085.09
144.	Makro Portugal SGPS Lda	5600001441	27/09/2016	14,634.73
145.	Makro Portugal SGPS Lda	5600001457	27/09/2016	3,038.31
146.	Makro Portugal SGPS Lda	5600001480	27/09/2016	1,185.53

Ser. no.	Debtor	Receipt number	Date of receipt	Amount of claim (EUR)
147.	Makro Portugal SGPS Lda	5600001504	27/09/2016	29,507.62
148.	Makro Portugal SGPS Lda	5600001525	27/09/2016	3,125.00
149.	Makro Portugal SGPS Lda	5600001544	27/09/2016	52.77
150.	Makro Portugal SGPS Lda	5600001569	27/09/2016	93,761.71
151.	Makro Portugal SGPS Lda	5600001591	27/09/2016	296,577.21
152.	Makro Portugal SGPS Lda	5600001755	30/09/2016	90,401.82
153.	ICS METRO Cash & Carry Moldova S,R,L,	5600001419	27/09/2016	782.05
154.	ICS METRO Cash & Carry Moldova S,R,L,	5600001408	27/09/2016	711.20
155.	ICS METRO Cash & Carry Moldova S,R,L,	5600001454	27/09/2016	2,544.60
156.	ICS METRO Cash & Carry Moldova S,R,L,	5600001502	27/09/2016	1,312.50
157.	ICS METRO Cash & Carry Moldova S,R,L,	5600001522	27/09/2016	3,125.00
158.	ICS METRO Cash & Carry Moldova S,R,L,	5600001566	27/09/2016	25,215.48
159.	ICS METRO Cash & Carry Moldova S,R,L,	5600001588	27/09/2016	79,220.37
160.	ICS METRO Cash & Carry Moldova S,R,L,	5600001784	30/09/2016	1,859.75
161.	METRO Cash & Carry TOO	5600001791	30/09/2016	7,439.00
162.	METRO Cash & Carry TOO	5600001565	27/09/2016	17,784.00

Ser. no.	Debtor	Receipt number	Date of receipt	Amount of claim (EUR)
163.	METRO Cash & Carry TOO	6200000743	30/09/2016	1,899.00
164.	METRO Cash & Carry TOO	5600001407	27/09/2016	993.65
165.	METRO Cash & Carry TOO	5600001439	27/09/2016	2,082.25
166.	METRO Cash & Carry TOO	5600001453	27/09/2016	1,678.77
167.	METRO Cash & Carry TOO	5600001478	27/09/2016	680.37
168.	METRO Cash & Carry TOO	5600001521	27/09/2016	3,125.00
169.	METRO Cash & Carry TOO	5600001587	27/09/2016	213,781.28
170.	METRO Cash & Carry Japan KK	5600001406	27/09/2016	595.38
171.	METRO Cash & Carry Japan KK	5600001430	27/09/2016	12,625.99
172.	METRO Cash & Carry Japan KK	5600001452	27/09/2016	1,413.09
173.	METRO Cash & Carry Japan KK	5600001491	27/09/2016	519.04
174.	METRO Cash & Carry Japan KK	5600001500	27/09/2016	8,750.00
175.	METRO Cash & Carry Japan KK	5600001520	27/09/2016	3,125.00
176.	METRO Cash & Carry Japan KK	5600001564	27/09/2016	16,652.74
177.	METRO Cash & Carry Japan KK	5600001586	27/09/2016	143,947.23
178.	METRO Cash & Carry Japan KK	5600001783	30/09/2016	46,880.15

Ser. no.	Debtor	Receipt number	Date of receipt	Amount of claim (EUR)
179.	RUNGIS express GmbH	6200000745	30/09/2016	189,192.67
180.	RUNGIS express GmbH	6200000749	30/09/2016	214,156.95
181.	METRO LOGISTICS Germany GmbH	5600001331	19/09/2016	5,539.46
182.	METRO LOGISTICS Germany GmbH	5600001332	19/09/2016	5,842.59
183.	METRO LOGISTICS Germany GmbH	5600001324	19/09/2016	18,059.40
184.	METRO LOGISTICS Germany GmbH	5600001342	19/09/2016	66,612.00
185.	METRO LOGISTICS Germany GmbH	5600001359	19/09/2016	112,328.70
186.	METRO LOGISTICS Germany GmbH	5600001256	01/09/2016	16,736.76
187.	METRO LOGISTICS Germany GmbH	5600001774	30/09/2016	1,859.75
188.	Multi-Center Warenvertriebs GmbH	6200000745	30/09/2016	107,114.62
189.	Multi-Center Warenvertriebs GmbH	6200000747	30/09/2016	103,795.04
190.	METRO Cash & Carry Ukraine Ltd,	5600000104	19/12/2014	6,128.57
191.	METRO Cash & Carry Ukraine Ltd,	5600000122	19/12/2014	8,050.74
192.	METRO Cash & Carry Ukraine Ltd,	5600000147	19/12/2014	11,808.42
193.	METRO Cash & Carry Ukraine Ltd,	5600000203	19/12/2014	20,606.25
194.	METRO Cash & Carry Ukraine Ltd,	5600000221	19/12/2014	2,283.61

Ser. no.	Debtor	Receipt number	Date of receipt	Amount of claim (EUR)
195.	METRO Cash & Carry Ukraine Ltd,	5600000253	19/12/2014	2,615.74
196.	METRO Cash & Carry Ukraine Ltd,	5600000311	19/12/2014	550.24
197.	METRO Cash & Carry Ukraine Ltd,	5600000342	19/12/2014	2,500.00
198.	METRO Cash & Carry Ukraine Ltd,	5600000360	19/12/2014	5,797.23
199.	METRO Cash & Carry Ukraine Ltd,	5600000302	19/12/2014	20,050.54
200.	METRO Cash & Carry Ukraine Ltd,	5600000277	19/12/2014	509,578.40
201.	METRO Cash & Carry Ukraine Ltd,	5600001600	25/09/2014	525,870.34
202.	METRO Cash & Carry Ukraine Ltd,	5600001718	24/09/2015	658,665.81
203.	METRO Cash & Carry Ukraine Ltd,	5600001153	25/06/2015	609,296.89
204.	METRO Cash & Carry Ukraine Ltd,	5600001132	25/06/2015	23,241.00
205.	METRO Cash & Carry Ukraine Ltd,	5600001695	24/09/2015	148,072.38

Annex 5.1.a)
Hive-Down Assets
Subsidiaries and company interests (MWFS Business Division)

Ser. no.	Company name	Register data	Registered office and business address	For informational purposes: Amount of interest held by METRO AG on the Relevant Hive-Down Date
1.	Assevermag AG	Commercial register of the Canton of Zug (Switzerland); CH-170.3.008.594-3	Neuhofstr. 4 Baar/Zug Switzerland	79.20%
2.	GSSI Consortium GbR	Partnership Agreement of 29 November 2012	Schlüterstraße 5 40235 Düsseldorf Germany	7.69%
3.	IfH Institut für Handelsforschung GmbH	Local Court Cologne, HRB 36697	Dürener Str. 401B Köln, GERMANY	14.29%
4.	MAKRO Cash & Carry CR s.r.o.	City Court Prague, Section C, No. 83051	Jeremiasova 1249/7 Prague, Czech Republic	25%
5.	METRO Group Asset Management Services GmbH	Local Court Düsseldorf, HRB 70053	Am Albertussee 1 Düsseldorf, Germany	100%
6.	METRO Cash & Carry	CR No. 69153/B	Senecká cesta 1881	25%

Ser. no.	Company name	Register data	Registered office and business address	For informational purposes: Amount of interest held by METRO AG on the Relevant Hive-Down Date
	SR s.r.o.		Ivanka pri Dunaji, Slovakia	
7.	METRO Cash & Carry International GmbH	Local Court Düsseldorf, HRB 36616	Metro-Straße 1 40235 Düsseldorf, Germany	6%
8.	METRO Dienstleistungs- Holding GmbH	Local Court Düsseldorf, HRB 41013	Metro-Straße 1 40235 Düsseldorf, Germany	100%
9.	METRO CASH & CARRY ROMANIA SRL	Bucuresti, J40/9081/2010	Theodor Pallady Blvd. 51N Bukarest, Romania	25%
10.	METRO FIM S.p.A.	Companies register Milan 09495050156	Via Guido Gozzano 19 Cinisello Balsamo (MI), Italy	100%
11.	METRO Finance B.V.	Commercial register Venlo 33.178.683	Antoniuslaan 85 b+c Venlo, Netherlands	100%
12.	METRO Italia Cash and Carry S. p. A.	Companies register Milan 255945/1998	Via XXV Aprile 25 San Donato Milanese, Italy	25%
13.	METRO PROPER- TIES Holding GmbH	Local Court Düsseldorf, HRB 60505	Am Albertussee 1 Düsseldorf, Germany	100%

Annex 5.1.b)
Hive-Down Assets
Loan granted (MWFS Business Division)

Ser. no.	Lender	Borrower	Initial nominal amount (EUR)	Agreement date	Start of term	End of term	Market value as at Relevant Hive-Down Date (EUR)	Agreement no. pursuant to SAP TR
1.	METRO AG	METRO Group Asset Management Services GmbH	2,518,450.00	02/01/2012	05/01/2012	30/12/2016	158,307.37	1000010000062

Annex 5.2.a)
Hive-Down Assets
Employees of METRO AG in the MWFS Business Division

Ser. no.	Personnel number pursuant to payroll accounting
1.	55252654
2.	55253265
3.	55252361
4.	55253754
5.	55252916
6.	55252243
7.	55120193
8.	55252717
9.	55251343
10.	55251555
11.	55252292
12.	55254495
13.	55253572
14.	55253024

Ser. no.	Personnel number pursuant to payroll accounting
15.	55251484
16.	55250377
17.	55252112
18.	55253944
19.	55253723
20.	55253995
21.	55253750
22.	55253775
23.	55252076
24.	55254596
25.	55254679
26.	55252825
27.	55252701
28.	55253749

Ser. no.	Personnel number pursuant to payroll accounting
29.	55252174
30.	55254504
31.	55130016
32.	55252829
33.	55120162
34.	55254850
35.	55254447
36.	55251745
37.	55253291
38.	55130053
39.	55252069
40.	55251556
41.	55130039
42.	55251526

Ser. no.	Personnel number pursuant to payroll accounting
43.	55253733
44.	55253636
45.	1023353
46.	55254285
47.	55254867
48.	55254220
49.	55254460
50.	55253025
51.	55253914
52.	55253640
53.	55120171
54.	55120087
55.	55254505
56.	55254291
57.	55250159
58.	55254738
59.	55254705
60.	55254716
61.	55120433

Ser. no.	Personnel number pursuant to payroll accounting
62.	55252364
63.	55250059
64.	55254193
65.	55253887
66.	55254401
67.	55253916
68.	55120240
69.	55253217
70.	55252627
71.	55252213
72.	55254248
73.	55253734
74.	1037243
75.	55252402
76.	55250569
77.	55253296
78.	55252614
79.	55254609
80.	55251763

Ser. no.	Personnel number pursuant to payroll accounting
81.	55120390
82.	1027786
83.	55253942
84.	55120163
85.	55254537
86.	55252154
87.	55253216
88.	55253038
89.	55120190
90.	55254837
91.	55120265
92.	55254875
93.	55251950
94.	55251442
95.	55130020
96.	55254492
97.	55252131
98.	55254286
99.	55254404

Ser. no.	Personnel number pursuant to payroll accounting
100.	55254782
101.	55253780
102.	55254865
103.	55254556
104.	55252214
105.	55252622
106.	55254728
107.	55251351
108.	55251765
109.	55254793
110.	55254713
111.	55252109
112.	55252055
113.	55253905
114.	55120074
115.	55252741
116.	55254710
117.	55253397
118.	55253533

Ser. no.	Personnel number pursuant to payroll accounting
119.	55252108
120.	55251687
121.	55120305
122.	55251966
123.	55252699
124.	55254651
125.	55251512
126.	55253229
127.	55120105
128.	55250331
129.	55252159
130.	55252649
131.	55251961
132.	55253389
133.	55254381
134.	55254799
135.	55254774
136.	55254135
137.	55252581

Ser. no.	Personnel number pursuant to payroll accounting
138.	55254232
139.	55252487
140.	55251587
141.	55251719
142.	55120295
143.	55252215
144.	55252565
145.	55120280
146.	55253982
147.	55252676
148.	55252371
149.	55252027
150.	55252170
151.	55252136
152.	55252144
153.	55251824
154.	55254275
155.	55253231
156.	55120232

Ser. no.	Personnel number pursuant to payroll accounting
157.	55250097
158.	55252357
159.	55251575
160.	55120218
161.	55252209
162.	55251703
163.	55250138
164.	55120041
165.	55251907
166.	55252412
167.	55120201
168.	55254559
169.	55251737
170.	55120405
171.	55251740
172.	55251727
173.	55120330
174.	55120357
175.	55252036

Ser. no.	Personnel number pursuant to payroll accounting
176.	55253717
177.	55253523
178.	55251133
179.	55253699
180.	55253716
181.	55252231
182.	55252224
183.	55120248
184.	55254560
185.	55251880
186.	55250213
187.	55251138
188.	55250061
189.	55120287
190.	55251920
191.	55252960
192.	55120426
193.	55252719
194.	55254563

Ser. no.	Personnel number pursuant to payroll accounting
195.	55251747
196.	55120063
197.	55250394
198.	55253681
199.	55252262
200.	55250423
201.	55253867
202.	55120268
203.	55252930
204.	55252380
205.	55252023
206.	55253532
207.	55251559
208.	55251742
209.	55252284
210.	55252271
211.	55250017
212.	55251402
213.	55253541

Ser. no.	Personnel number pursuant to payroll accounting
214.	55254696
215.	55250565
216.	55253573
217.	55120016
218.	55251738
219.	55252769
220.	55251589
221.	55251715
222.	55252860
223.	55253030
224.	55253862
225.	55251808
226.	55254595
227.	55120444
228.	55252032
229.	55251527
230.	55252127
231.	55252985
232.	55254405

Ser. no.	Personnel number pursuant to payroll accounting
233.	55253884
234.	55120236
235.	55253159
236.	55254688
237.	55252512
238.	55120243
239.	55252139
240.	55252129
241.	55120121
242.	55253157
243.	55252886
244.	55254180
245.	55251614
246.	55250126
247.	55254290
248.	55252887
249.	55251520
250.	55253818
251.	55252430

Ser. no.	Personnel number pursuant to payroll accounting
252.	55120333
253.	55252130
254.	55251746
255.	55252152
256.	55252870
257.	55250102
258.	55253630
259.	55254256
260.	55252629
261.	55120231
262.	55254593
263.	55252370
264.	55252294
265.	55250165
266.	55254062
267.	55253974
268.	55254471
269.	55253110
270.	55251809

Ser. no.	Personnel number pursuant to payroll accounting
271.	55253190
272.	55251410
273.	55252043
274.	55251949
275.	55253475
276.	55250002
277.	55254277
278.	55120237
279.	55120023
280.	55253708
281.	55120289
282.	55252720
283.	55254077
284.	55254827
285.	55253836
286.	55254722
287.	55253427
288.	55252169
289.	55252806

Ser. no.	Personnel number pursuant to payroll accounting
290.	55253686
291.	55253018
292.	55252474
293.	55254723
294.	55252965
295.	55120452
296.	55254598
297.	55253772
298.	55253664
299.	55254252
300.	55254083
301.	55251665
302.	55253037
303.	55253445
304.	55120151
305.	55253153
306.	55251634
307.	55250276
308.	55120020

Ser. no.	Personnel number pursuant to payroll accounting
309.	55253054
310.	55254557
311.	55253869
312.	55253961
313.	55252687
314.	55252569
315.	55254526
316.	55254257
317.	55251924
318.	55251733
319.	55253448
320.	55252859
321.	55252095
322.	55250119
323.	55253591
324.	55253773
325.	1044875
326.	55252033
327.	55254709

Ser. no.	Personnel number pursuant to payroll accounting
328.	55253375
329.	55254835
330.	55253544
331.	55252238
332.	55252071
333.	55252245
334.	55254086
335.	55254325
336.	55252091
337.	55254442
338.	55120328
339.	55253540
340.	55253702
341.	55252223
342.	55250584
343.	55252013
344.	55252002
345.	55254736
346.	55254808

Ser. no.	Personnel number pursuant to payroll accounting
347.	55253538
348.	55253770
349.	55252178
350.	55253878
351.	55120224
352.	55253816
353.	55254219
354.	55253609
355.	55253977
356.	55252247
357.	55253888
358.	55251164
359.	55252052
360.	55253634
361.	55251862
362.	55252892
363.	55251731
364.	55252753
365.	55252372

Ser. no.	Personnel number pursuant to payroll accounting
366.	55252384
367.	55253338
368.	55254063
369.	55253519
370.	55252928
371.	55253568
372.	55253588
373.	55252919
374.	55254485
375.	55252249
376.	55254084
377.	55253518
378.	55253539
379.	55253595
380.	55251985
381.	55253062
382.	55251553
383.	55253809
384.	55252283

Ser. no.	Personnel number pursuant to payroll accounting
385.	55253554
386.	55251252
387.	55254347
388.	55253988
389.	55120004
390.	55252931
391.	55254764
392.	55252248
393.	55252805
394.	55254637
395.	55254561
396.	55252425
397.	55254711
398.	55252117
399.	55253761
400.	55252794
401.	55254745
402.	55251821
403.	55253865

Ser. no.	Personnel number pursuant to payroll accounting
404.	55251842
405.	55254781
406.	55252180
407.	55253978
408.	55251349
409.	55254327
410.	55252730
411.	55253669
412.	55254211
413.	55120052
414.	55254019
415.	55253271
416.	55250040
417.	55254346
418.	55253521
419.	55252777
420.	55252760
421.	55120164
422.	55252368

Ser. no.	Personnel number pursuant to payroll accounting
423.	55253035
424.	55253001
425.	55253794
426.	55252383
427.	55253520
428.	55253898
429.	55253593
430.	55250371
431.	55120083
432.	55251958
433.	55120024
434.	55120217
435.	55254691
436.	55253839
437.	55120043
438.	55253424
439.	55252740
440.	55250191
441.	55254712

Ser. no.	Personnel number pursuant to payroll accounting
442.	55253885
443.	55253425
444.	55253800
445.	55251206
446.	55253578
447.	55253284
448.	55251865
449.	55252164
450.	55254490
451.	55250603
452.	55254671
453.	55251519
454.	55252267
455.	55254105
456.	55254276
457.	55254269
458.	55253075
459.	55120002
460.	55251560

Ser. no.	Personnel number pursuant to payroll accounting
461.	55254223
462.	55252366
463.	55252553
464.	55252335
465.	55254582
466.	55252968
467.	55254718
468.	55253919
469.	55252697
470.	55254261
471.	55252110
472.	55252226
473.	55253853
474.	55253053
475.	55251728
476.	55253965
477.	55120246
478.	55252494
479.	55120145

Ser. no.	Personnel number pursuant to payroll accounting
480.	55251850
481.	55254548
482.	55252711
483.	55254107
484.	55250154
485.	55254192
486.	55120234
487.	55252114
488.	55254004
489.	55252642
490.	55252124
491.	55120038
492.	55253829
493.	55120395
494.	55252162
495.	55252406
496.	55252118
497.	55251635
498.	55251730

Ser. no.	Personnel number pursuant to payroll accounting
499.	55254217
500.	55253968
501.	55251756
502.	55254206
503.	55120018
504.	55252038
505.	55120244
506.	55253783
507.	55250053
508.	55253946
509.	55254391
510.	55252984
511.	55252917
512.	55252616
513.	55254343
514.	55253094
515.	55120895
516.	55252119
517.	55254216

Ser. no.	Personnel number pursuant to payroll accounting
518.	55254201
519.	55250248
520.	55120272
521.	55252736
522.	55254189
523.	55254868
524.	55254160
525.	55252378
526.	55251543
527.	55120021
528.	55253513
529.	55253300
530.	55252408
531.	55252046
532.	55120035
533.	55253806
534.	55254222
535.	55254720
536.	55253218

Ser. no.	Personnel number pursuant to payroll accounting
537.	55254089
538.	55254246
539.	55254115
540.	55251757
541.	55254503
542.	55252026
543.	55120888
544.	55252970
545.	55253071
546.	55253570
547.	55253897
548.	55251547
549.	55120144
550.	55250116
551.	55254700
552.	55254158
553.	55252914
554.	55120093
555.	55253034

Ser. no.	Personnel number pursuant to payroll accounting
556.	55252113
557.	55251529
558.	55252508
559.	55252192
560.	55251767
561.	55254365
562.	55252757
563.	55254159
564.	55120288
565.	55252626
566.	55253746
567.	55254547
568.	55254168
569.	55254087
570.	55251739
571.	55120448
572.	55253771
573.	55251840
574.	55120075

Ser. no.	Personnel number pursuant to payroll accounting
575.	55254364
576.	55253882
577.	55250351
578.	55254480
579.	55252081
580.	55254678
581.	55254059
582.	55120104
583.	55252377
584.	55251749
585.	55254085
586.	55120064
587.	55254032
588.	55253835
589.	55120308
590.	55120442
591.	55252678
592.	55252234
593.	55252617

Ser. no.	Personnel number pursuant to payroll accounting
594.	55254339
595.	55254746
596.	55254613
597.	55254000
598.	55251956
599.	55253874
600.	55253534
601.	55253378
602.	55251775
603.	55253004
604.	55252721
605.	55253072
606.	55120147
607.	55251806
608.	55120447
609.	55252122
610.	55254477
611.	55252286
612.	55254721

Ser. no.	Personnel number pursuant to payroll accounting
613.	55254840
614.	55250417
615.	55252510
616.	55120221
617.	55254474
618.	55254090
619.	55252440
620.	55250336
621.	55254018
622.	55120125
623.	55252793
624.	55254677
625.	55250418
626.	55251708
627.	55253528
628.	55252851
629.	55254735
630.	55254255
631.	55252877

Ser. no.	Personnel number pursuant to payroll accounting
632.	55251844
633.	55253537
634.	55251552
635.	55251536
636.	55253917
637.	55253530
638.	55253594
639.	55253760
640.	55254803
641.	55254599
642.	55251581
643.	55254394
644.	55250239
645.	55253748
646.	55251799
647.	55253789
648.	55253569
649.	55253883
650.	55253036

Ser. no.	Personnel number pursuant to payroll accounting
651.	55250261
652.	55251841
653.	55252389
654.	55253665
655.	55252765
656.	55120094
657.	55254715
658.	55252205
659.	55130052
660.	55251801
661.	55253558
662.	55252270
663.	55253949
664.	55252121
665.	55251833
666.	55253426
667.	55251271
668.	55120454
669.	55254507

Ser. no.	Personnel number pursuant to payroll accounting
670.	55251699
671.	55120360
672.	55253687
673.	55253662
674.	55251908
675.	55120291
676.	55254457
677.	55254376
678.	55253163
679.	55253454
680.	55254717
681.	55253032
682.	55120049
683.	55253827
684.	55254656
685.	55250133
686.	55254324
687.	55253233
688.	55254478

Ser. no.	Personnel number pursuant to payroll accounting
689.	55254378
690.	55254407
691.	55251650
692.	55253842
693.	55254191
694.	55252534
695.	55252501
696.	55250125
697.	55251350
698.	55253962
699.	55253902
700.	55254694
701.	55253590
702.	55253581
703.	55253429
704.	55251859
705.	55254221
706.	55252132
707.	55253635

Ser. no.	Personnel number pursuant to payroll accounting
708.	55251889
709.	55254091
710.	55254729
711.	55254287
712.	55253701
713.	55253019
714.	55252031
715.	55252746
716.	55252414
717.	55253852
718.	55252763
719.	55120053
720.	55253516
721.	55253990
722.	55251919
723.	55254719
724.	55120321
725.	55254479
726.	55254847

Ser. no.	Personnel number pursuant to payroll accounting
727.	55120017
728.	55120320
729.	55252260
730.	55254022
731.	55253402
732.	55254426
733.	55251832
734.	55252261
735.	55253781
736.	55253078
737.	55254186
738.	55120011
739.	55254482
740.	55252288
741.	55252803
742.	55254023
743.	55254020
744.	55250274
745.	55254058

Ser. no.	Personnel number pursuant to payroll accounting
746.	1023340
747.	55252518
748.	55252890
749.	55251656
750.	55120273
751.	55252161
752.	55252884
753.	55252375
754.	55254147
755.	55254073
756.	55253527
757.	55253525
758.	55252194
759.	55254522
760.	55254237
761.	55253934
762.	55254770
763.	55253663
764.	55254592

Ser. no.	Personnel number pursuant to payroll accounting
765.	55252258
766.	55253777
767.	55251798
768.	55251411
769.	55254064
770.	55250127
771.	55253480
772.	55253790
773.	55253807
774.	55252590
775.	55252138
776.	55251651
777.	55252922
778.	55253517
779.	55251963
780.	55254640
781.	55252275
782.	55251257
783.	55253457

Ser. no.	Personnel number pursuant to payroll accounting
784.	55253450
785.	55251725
786.	55253802
787.	55253633
788.	55253912
789.	55253679
790.	55253618
791.	55254045
792.	1043747
793.	55252973
794.	55254771
795.	55254326
796.	55252307
797.	55120477
798.	55254603
799.	55253881
800.	55254779
801.	55252374
802.	55254179

Ser. no.	Personnel number pursuant to payroll accounting
803.	55254475
804.	55253763
805.	55250166
806.	55254155
807.	55253165
808.	55252692
809.	55120359
810.	55120410
811.	55254373
812.	55120136
813.	55120468
814.	55253419
815.	55254772
816.	55253158
817.	55253160
818.	55254724
819.	55253742
820.	55253870
821.	55252310

Ser. no.	Personnel number pursuant to payroll accounting
822.	55253863
823.	55252424
824.	55253792
825.	1037033
826.	55250171
827.	55253822
828.	55252923
829.	55120039
830.	55251628
831.	55120019
832.	55252386
833.	55251608
834.	55251760
835.	55253477
836.	55251134
837.	55251641
838.	55253493
839.	55120438
840.	55254627

Ser. no.	Personnel number pursuant to payroll accounting
841.	55251659
842.	55250121
843.	55253325
844.	55254194
845.	55252904
846.	55252257
847.	55253056
848.	55250019
849.	55253575
850.	55251561
851.	55252276
852.	55254409
853.	55253989
854.	55251354
855.	55253833
856.	55252058
857.	55253566
858.	55252415
859.	55253073

Ser. no.	Personnel number pursuant to payroll accounting
860.	55254330
861.	1044065
862.	55252727
863.	55253859
864.	55253074
865.	55252729
866.	55251787
867.	55251439
868.	55250218
869.	55253449
870.	55252913
871.	55253545
872.	55251768
873.	55254273
874.	55253524
875.	55252974
876.	55251726
877.	55254037
878.	55252728

Ser. no.	Personnel number pursuant to payroll accounting
879.	55254741
880.	55254005
881.	55120197
882.	55250280
883.	55254602
884.	55250244
885.	55254673
886.	55251576
887.	55253814
888.	55253935
889.	55252841
890.	55253161
891.	55252621
892.	55253109
893.	55252871
894.	55252809
895.	55253060
896.	55250412
897.	55252123

Ser. no.	Personnel number pursuant to payroll accounting
898.	55120037
899.	55254060
900.	55250021
901.	55252035
902.	55251857
903.	55251475
904.	55254288
905.	55254146
906.	55254312
907.	55251535
908.	55254607
909.	55253958
910.	55254622
911.	55253907
912.	55253185
913.	55253718
914.	55254590
915.	55253991
916.	55253536

Ser. no.	Personnel number pursuant to payroll accounting
917.	55252385
918.	55254021
919.	55253143
920.	55253055
921.	55253196
922.	55253064
923.	55251744
924.	55254259
925.	55253791
926.	55254701
927.	55253514
928.	1039912
929.	55253324
930.	55253674
931.	55252040
932.	55254295
933.	55253063
934.	55252216
935.	55254501

Ser. no.	Personnel number pursuant to payroll accounting
936.	55252311
937.	55252532
938.	55254562
939.	55252554
940.	55251514
941.	55254329
942.	55254432
943.	55252255
944.	55252171
945.	55251764
946.	55251734
947.	55252012
948.	55120450
949.	55250153
950.	55253847
951.	55251729
952.	55251566
953.	55254481
954.	55254658

Ser. no.	Personnel number pursuant to payroll accounting
955.	55253823
956.	55251669
957.	55252585
958.	55254263
959.	55252823
960.	55252686
961.	55253986
962.	55252511
963.	55120242
964.	55254328
965.	55254585
966.	55252049
967.	55251831
968.	55251710
969.	55120297
970.	55254446
971.	55254456
972.	55252388
973.	55120406

Ser. no.	Personnel number pursuant to payroll accounting
974.	55254299
975.	55250129
976.	55251323
977.	55250067
978.	55253880
979.	55252252
980.	55254565
981.	55251707
982.	55251633
983.	55120266
984.	55253813
985.	55252193
986.	55120340
987.	55252253
988.	55252571
989.	55251305
990.	55254591
991.	55250583
992.	55253892

Ser. no.	Personnel number pursuant to payroll accounting
993.	55251564
994.	55120460
995.	55254762
996.	55253557
997.	55252115
998.	55254698
999.	55254564
1000.	55254061
1001.	55251709
1002.	55254406
1003.	55253495
1004.	55253893
1005.	55254247
1006.	55254244
1007.	55252279
1008.	55252596
1009.	55251872
1010.	55254338
1011.	55254734

Ser. no.	Personnel number pursuant to payroll accounting
1012.	55254253
1013.	55254265
1014.	55251567
1015.	55250275
1016.	55254476
1017.	55252837
1018.	55252527
1019.	55252088
1020.	55254196
1021.	55254903
1022.	55254689
1023.	55254823
1024.	55254831
1025.	55254665
1026.	55254664
1027.	55254877
1028.	55254836
1029.	55254765
1030.	55254828

Ser. no.	Personnel number pursuant to payroll accounting
1031.	55254821
1032.	55254539
1033.	55254871
1034.	55254829
1035.	55254775
1036.	55254551
1037.	55254489
1038.	55253967
1039.	55254740
1040.	55254796
1041.	55254528
1042.	55254380
1043.	55254421
1044.	55254672
1045.	55254825
1046.	55254748
1047.	55254873
1048.	55254706
1049.	55254525

Ser. no.	Personnel number pursuant to payroll accounting
1050.	55254506
1051.	1000696
1052.	1005424
1053.	1004353
1054.	1001577
1055.	1005347
1056.	1005630
1057.	1002645
1058.	1003263
1059.	1001348
1060.	1005262
1061.	1005525
1062.	1005640
1063.	1003674
1064.	1004955
1065.	1003737
1066.	1005593
1067.	1002798
1068.	1000675

Ser. no.	Personnel number pursuant to payroll accounting
1069.	1005432
1070.	1005723
1071.	1003725
1072.	1005465
1073.	1000205
1074.	1005481
1075.	1000500
1076.	1005107
1077.	1005106
1078.	1005105
1079.	1005577
1080.	1001890
1081.	1005484
1082.	1005580

Ser. no.	Personnel number pursuant to payroll accounting
1083.	1005448
1084.	1005318
1085.	1005343
1086.	1002597
1087.	1005427
1088.	1005513
1089.	1000800
1090.	1005532
1091.	1005582
1092.	1005721
1093.	1002578
1094.	1001048
1095.	1002729
1096.	1000232

Ser. no.	Personnel number pursuant to payroll accounting
1097.	1005616
1098.	1005702
1099.	1005456
1100.	1003520
1101.	1005425
1102.	1004111
1103.	1001606
1104.	1005139
1105.	1000211
1106.	1005703
1107.	1005018
1108.	1002595

Annex 5.3.b)
Hive-Down Assets
Lease agreements and facility management agreement (MWFS Business Division)

Leases

Ser. no.	Lessor	Lessee	Agreement designation	Subject matter of the agreement	Agreement date	Date of supplementary agreements
1.	METRO Services GmbH	METRO AG	Lease agreement No.: 1236/0001/01	Düsseldorf, Schlüterstraße 7 + 7a, Brücke 5+6; Düsseldorf, Metro-Straße 2-4, Brücke 7; Düsseldorf, Metro-Straße 8-10, Brücke 8; Düsseldorf, Metro-Straße 12, Brücke 9; Düsseldorf, Metro-Straße 1, Brücke 13; Düsseldorf, Schlüterstraße 1-5, Brücke 1+2	07/02 // 03/03/2011	No. 1: 26/02/2014 // No. 2: 19/08/2014
2.	METRO Group Asset Management Services GmbH	METRO AG	Commercial lease agreement regarding office spaces	Berlin, Charlottenstraße 46	15/10/2009 (Date of option letter)	Exercising of option 18/06/2014

Ser. no.	Lessor	Lessee	Agreement designation	Subject matter of the agreement	Agreement date	Date of supplementary agreements
3.	METRO Group Asset Management Services GmbH	METRO AG	Lease agreement for car parking spaces	Berlin, Charlottenstraße 46	16/11 // 19/11/2009	No.1 (without date)
4.	Metro Grosmarket Bakirköy Alisveris Hiz Tic Ltd	METRO AG	kira sözleşmesi (lease agreement)	Istanbul, Evren Mah. Koçman Cad. Bağcılar 52	06/01/2016	N/A
5.	Leyla Denizaltı	METRO AG	Lease agreement	İran Cad. No: 39/ 7 Gaziosmanpaşa 06700 ANKARA	17/06/2011	N/A
6.	Metro Properties Sp. z.o.o	METRO AG	Lease agreement	Warsaw, Aleja Krakowska 61	31/10/2002	No. 1: 11/06/2003 No. 2: 08/03/2004 No. 3: 26/04/2004 No. 4: 15/10/2004 No. 5: 27/07/2005 No. 6: 01/10/2005 No. 7: 28/06/2006 No. 8: 01/08/2006 No. 9: 01/08/2006 No. 10: 31/05/2007 No. 11: 01/08/2008 No. 12: 09/07/2010

Ser. no.	Lessor	Lessee	Agreement designation	Subject matter of the agreement	Agreement date	Date of supplementary agreements
						No. 13: 06/12/2013 No. 14: 06/12/2013 No. 15: 08/07/2014 Termination letter 30/09/2016 (termination with effect as of 30/09/2017)
7.	METRO Cash & Carry Limited Liability Company	METRO AG	Lease Agreement no.7-HQ	Moscow, RUSSIA, Leningradskoye shosse 71G	01/05/2007	No. 1: 01/08/2007 No. 2: 31/03/2008 No. 2: 01/04/2008 No. 3: 27/02/2009 No. 4: 27/01/2010 No. 5: 14/01/2011 No. 6: 14/01/2011 No. 6: 01/12/2011 No. 7: 01/03/2012 No. 7: 01/11/2012 No. 8: 01/01/2013 No. 9: 01/04/2013 No.10: 05/11/2013 No. 11: 06/10/2014

Facility management agreement

Ser. no.	Facility manager	Principal	Agreement designation	Subject matter of the agreement	Agreement date	Date of supplementary agreements
1.	METRO Services GmbH	METRO AG	FM agreement regarding commercial, infrastructural and technical facility management	Premises, Metro Campus Düsseldorf, Schlüterstraße/Metro-Straße	07/02 // 03/03/2011	No. 1: 26/02/2014

Annex 5.3.c)
Hive-Down Assets
Car leasing (MWFS Business Division)

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
1.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 445002	25/10/2012
2.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 444511	12/06/2012
3.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 577652	01/08/2015
4.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 577852	15/09/2015
5.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 573116	27/05/2015
6.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 543819	09/01/2015
7.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 608337	11/04/2016
8.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 549488	27/02/2015
9.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 518540	08/04/2014
10.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 550314	17/03/2015
11.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 529785	16/07/2014

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
12.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 407465	23/09/2011
13.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 526200	15/07/2014
14.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 566773	29/05/2015
15.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 502915	19/11/2013
16.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 570990	01/07/2015
17.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 438619	15/03/2012
18.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 576408	21/07/2015
19.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 553107	29/05/2015
20.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 516181	06/05/2014
21.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 603174	18/03/2016
22.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 561395	27/04/2015
23.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 527367	22/07/2014
24.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 460101	22/11/2012
25.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 599506	30/03/2016
26.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 525288	01/08/2014

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
27.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 558185	23/03/2015
28.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 639654	19/09/2016
29.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 445137	26/06/2012
30.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 520547	09/05/2014
31.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 630695	04/07/2016
32.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 589746	27/10/2015
33.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 521866	25/06/2014
34.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 501386	07/10/2013
35.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 525819	04/07/2014
36.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 572330	05/05/2015
37.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 458818	28/11/2012
38.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 517788	01/08/2014
39.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 545893	17/02/2015
40.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 482456	19/07/2013
41.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 538195	03/11/2014

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
42.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 608471	21/03/2016
43.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 613695	16/04/2016
44.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 582970	17/09/2015
45.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 469721	14/03/2013
46.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 596716	10/03/2016
47.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 479021	02/05/2013
48.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 523571	02/04/2014
49.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 503414	10/01/2014
50.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 603307	17/02/2016
51.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 429810	06/06/2012
52.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 564535	11/05/2015
53.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 517761	13/05/2014
54.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 514493	16/06/2014
55.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 626363	23/03/2016
56.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 476420	04/04/2013

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
57.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 520274	09/05/2014
58.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 421800	17/01/2012
59.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 560232	19/05/2015
60.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 594158	23/10/2015
61.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 380586	24/03/2011
62.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 567479	13/05/2015
63.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 579414	12/08/2015
64.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 503291	17/01/2014
65.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 498290	11/11/2013
66.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 554522	22/05/2015
67.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 576926	22/06/2015
68.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 575327	07/08/2015
69.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 417170	12/01/2012
70.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 527740	30/06/2014
71.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 619683	27/09/2016

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
72.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 595824	28/01/2016
73.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 524474	18/07/2014
74.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 565419	01/04/2015
75.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 609965	18/04/2016
76.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 553068	02/02/2015
77.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 469090	01/03/2013
78.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 476715	15/05/2013
79.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 634728	12/07/2016
80.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 525292	14/07/2014
81.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 575326	10/07/2015
82.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 520145	01/04/2014
83.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 515632	28/03/2014
84.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 525283	04/06/2014
85.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 617130	11/07/2016
86.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 606706	14/03/2016

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
87.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 444209	08/06/2012
88.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 620639	03/05/2016
89.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 536031	04/11/2014
90.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 509048	12/02/2014
91.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 545896	05/02/2015
92.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 568584	17/06/2015
93.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 525193	07/07/2014
94.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 548493	18/02/2015
95.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 553076	03/02/2015
96.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 598577	07/03/2016
97.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 567265	06/07/2015
98.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 615878	11/04/2016
99.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 559656	18/02/2015
100.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 643860	23/09/2016
101.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 565448	01/06/2015

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
102.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 604100	06/03/2016
103.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 421816	07/03/2012
104.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 524225	26/05/2014
105.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 571818	17/07/2015
106.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 570961	22/05/2015
107.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 636377	02/09/2016
108.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 549903	27/03/2015
109.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 583080	13/08/2015
110.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 517814	30/04/2014
111.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 560795	09/04/2015
112.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 580525	09/07/2015
113.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 547426	08/04/2015
114.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 519530	12/06/2014
115.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 467446	30/11/2012
116.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 422167	10/01/2012

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
117.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 460203	31/10/2012
118.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 558913	18/03/2015
119.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 520619	03/07/2014
120.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 465723	31/01/2013
121.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 566250	01/04/2015
122.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 501535	12/11/2013
123.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 578044	10/09/2015
124.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 622669	25/05/2016
125.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 476072	03/06/2013
126.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 532055	01/08/2014
127.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 602207	12/01/2016
128.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 624287	06/08/2016
129.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 609977	08/08/2016
130.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 589123	18/12/2015
131.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 545521	28/01/2015

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
132.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 546820	09/03/2015
133.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 630178	11/08/2016
134.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 520402	19/05/2014
135.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 619956	28/04/2016
136.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 630693	09/08/2016
137.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 514492	02/05/2014
138.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 441817	06/08/2012
139.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 590147	02/11/2015
140.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 525474	03/09/2014
141.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 539334	25/11/2014
142.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 623381	19/05/2016
143.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 415250	13/10/2011
144.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 406537	17/08/2011
145.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 498398	10/09/2013
146.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 606219	16/06/2016

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
147.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 494721	12/08/2013
148.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 555976	25/03/2015
149.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 442374	08/05/2012
150.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 525947	04/06/2014
151.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 591251	14/12/2015
152.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 550313	20/01/2015
153.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 415671	18/11/2011
154.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 619435	26/04/2016
155.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 628519	08/07/2016
156.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 527365	09/10/2014
157.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 477551	23/04/2013
158.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 594539	19/11/2015
159.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 538807	29/10/2014
160.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 550581	06/02/2015
161.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 526199	29/07/2014

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
162.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 565666	02/06/2015
163.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 537253	25/11/2014
164.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 563877	22/05/2015
165.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 418018	22/12/2011
166.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 554733	18/02/2015
167.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 603989	01/04/2016
168.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 522460	04/06/2014
169.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 630086	10/06/2016
170.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 599067	21/01/2016
171.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 488119	27/09/2013
172.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 576398	09/10/2015
173.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 600867	10/03/2016
174.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 617161	17/05/2016
175.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 615877	05/08/2016
176.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 617521	25/05/2016

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
177.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 554332	31/03/2015
178.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 527504	14/07/2014
179.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 606901	08/12/2015
180.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 567476	17/06/2015
181.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 541873	28/10/2014
182.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 536193	12/01/2015
183.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 477740	23/04/2013
184.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 532076	31/07/2014
185.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 465261	14/02/2013
186.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 613697	18/03/2016
187.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 567276	29/06/2015
188.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 612007	19/02/2016
189.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 528604	08/07/2014
190.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 567274	17/06/2015
191.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 466749	11/03/2013

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
192.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 520603	09/04/2014
193.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 430604	04/05/2012
194.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 538814	15/09/2014
195.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 568379	29/06/2015
196.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 592319	26/10/2015
197.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 485047	04/07/2013
198.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 576969	11/09/2015
199.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 531701	21/08/2014
200.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 567934	15/09/2015
201.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 622673	20/04/2016
202.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 602154	01/02/2016
203.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 508921	17/01/2014
204.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 634459	21/07/2016
205.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 476744	22/03/2013
206.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 464105	13/06/2013

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
207.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 559657	01/04/2015
208.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 581731	21/08/2015
209.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 527644	03/07/2014
210.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 524437	03/07/2014
211.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 534791	26/09/2014
212.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 552678	16/01/2015
213.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 573999	23/06/2015
214.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 588677	11/11/2015
215.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 463428	27/11/2012
216.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 583082	01/10/2015
217.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 635224	05/10/2016
218.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 444365	06/06/2012
219.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 537694	12/11/2014
220.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 532081	01/08/2014
221.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 637190	02/09/2016

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
222.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 616877	16/06/2016
223.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 622677	14/04/2016
224.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 464399	05/12/2012
225.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 443826	02/07/2012
226.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 455860	01/10/2012
227.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 517801	28/05/2014
228.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 425654	26/01/2012
229.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 494387	05/09/2013
230.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 409144	11/11/2011
231.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 547256	08/01/2015
232.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 542152	07/11/2014
233.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 526575	13/08/2014
234.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 496184	01/10/2013
235.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 580112	03/08/2015
236.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 516241	08/04/2014

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
237.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 509071	22/01/2014
238.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 599064	12/01/2016
239.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 464535	24/01/2013
240.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 592602	10/11/2015
241.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 440406	14/05/2012
242.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 445532	18/09/2012
243.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 546824	04/03/2015
244.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 597058	25/01/2016
245.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 580241	30/11/2015
246.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 422797	17/01/2012
247.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 600209	01/03/2016
248.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 536940	29/10/2014
249.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 568606	05/05/2015
250.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 540398	01/10/2014
251.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 541546	28/11/2014

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
252.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 521338	13/05/2014
253.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 503286	13/11/2013
254.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 564530	15/06/2015
255.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 563230	19/05/2015
256.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 539372	28/10/2014
257.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 477750	26/03/2013
258.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 518570	13/05/2014
259.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 574471	20/08/2015
260.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 535276	22/10/2014
261.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 436848	21/03/2012
262.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 591271	20/10/2015
263.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 574697	24/11/2015
264.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 439860	03/05/2012
265.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 517770	19/05/2014
266.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 540062	26/11/2014

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
267.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 574467	11/08/2015
268.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 530750	01/08/2014
269.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 589121	30/10/2015
270.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 505961	16/01/2014
271.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 603864	23/12/2015
272.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 567483	27/11/2015
273.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 566925	29/06/2015
274.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 548801	30/01/2015
275.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 506570	29/10/2013
276.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 609963	11/04/2016
277.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 602209	14/04/2016
278.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 554906	27/03/2015
279.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 510443	24/01/2014
280.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 514521	18/03/2014
281.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 506841	05/02/2014

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
282.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 567477	30/03/2015
283.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 521308	02/06/2014
284.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 615041	30/03/2016
285.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 464929	09/01/2013
286.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 576405	30/10/2015
287.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 565671	16/10/2015
288.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 473328	19/03/2013
289.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 565588	30/03/2015
290.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 506337	03/01/2014
291.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 583934	02/09/2015
292.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 478442	13/05/2013
293.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 485734	13/06/2013
294.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 435776	12/06/2012
295.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 485938	16/07/2013
296.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 509165	13/01/2014

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
297.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 496980	11/10/2013
298.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 510149	06/02/2014
299.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 517201	24/03/2014
300.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 544583	07/01/2015
301.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 537526	07/01/2015
302.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 544726	14/11/2014
303.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 533796	12/08/2014
304.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 523441	11/07/2014
305.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 527634	24/06/2014
306.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 532202	03/09/2014
307.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 537438	25/11/2014
308.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 520272	24/04/2014
309.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 588112	07/01/2016
310.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 543821	12/01/2015
311.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 553071	02/02/2015

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
312.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 570970	20/05/2015
313.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 574001	28/08/2015
314.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 546825	30/03/2015
315.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 583647	30/10/2015
316.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 567262	10/09/2015
317.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 577850	02/11/2015
318.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 588663	10/11/2015
319.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 590135	09/12/2015
320.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 415102	18/10/2011
321.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 529339	07/07/2014
322.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 547252	28/11/2014
323.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 609967	12/04/2016
324.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 494408	20/08/2013
325.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 444390	05/09/2012
326.	LeasePlan Deutschland GmbH	METRO AG	Leasing Agreement 425997	31/01/2012

Ser. no.	Lessor	Lessee	Agreement no.	Agreement date
327.	Audi-VIP-Leasing	METRO AG	Leasing Agreement 622013	09/11/2015
328.	Audi-VIP-Leasing	METRO AG	Leasing Agreement 621597	27/10/2015
329.	Audi-VIP-Leasing	METRO AG	Leasing Agreement 626350	19/05/2016
330.	Audi-VIP-Leasing	METRO AG	Leasing Agreement 629160	04/08/2016
331.	Leaseplan Otomotiv Servis ve Ticaret A.Ş	METRO AG	Leasing Agreement 45259284	09/10/2014

Annex 5.3.d)
Hive-Down Assets
Rights equivalent to real property and rights to real property

Hereditary building rights

Ser. no.	Hereditary building right land register					Land register of the encumbered real property					
	Local Court	Land register district	Land register folio number of the hereditary building right land register	Vol. number, if applicable	Ser. no. of the hereditary building right in the inventory	Local Court	Land register district	Land register folio number	Volume number, if applicable	Ser. no. of encumbered real property in the inventory	Ser. no. of the hereditary building right in Section II
1.	Dortmund	Dortmund B	45098	N/A	2	Dortmund	Dortmund	31416	N/A	7, 8	6
2.	Dortmund	Dortmund	1263	N/A	2	Dortmund	Dortmund	31175	N/A	11, 12	4
3.	Dortmund	Dortmund	45099	N/A	2	Dortmund	Dortmund	44320	N/A	4.5	6
4.	Osnabrück	Osnabrück	25821	N/A	1	Osnabrück	Osnabrück	21176	620	12	6

Rights to real property

Ser. no.	Designation or brief description of the right	Local Court	Land register district	Land register folio number	Volume number, if applicable	Serial number of the encumbered real property in the inventory	Section and current number of the encumbrance
1.	Right of first refusal for the first event of a sale	Emmendingen	Freiburg im Breisgau	6277	N/A	4	Section II (Encumbrances and restrictions) ser. no. 8
2.	Priority notice to safeguard the claim to conveyance	Emmendingen	Freiburg im Breisgau	6277	N/A	4	Section II (Encumbrances and restrictions) ser. no. 4
3.	Rights of first refusal for all cases of a sale	Emmendingen	Freiburg im Breisgau	1240	N/A	3	Section II (Encumbrances and restrictions) Ser. nos. 11, 12, 13, 20, 21, 22, 23
4.	Conditional and limited right of first refusal for all cases of a sale	Emmendingen	Freiburg im Breisgau	6278	N/A	2	Section II (Encumbrances and restrictions) ser. no. 3

Ser. no.	Designation or brief description of the right	Local Court	Land register district	Land register folio number	Volume number, if applicable	Serial number of the encumbered real property in the inventory	Section and current number of the encumbrance
5.	Right of first refusal for all cases of a sale	Emmendingen	Freiburg im Breisgau	6276	N/A	3	Section II (Encumbrances and restrictions) ser. no. 5
6.	Rights of first refusal for all cases of a sale	Emmendingen	Freiburg im Breisgau	4748	N/A	4.5	Section II (Encumbrances and restrictions) ser. no. 13.16
7.	Conditional and limited right of first refusal for all cases of a sale	Emmendingen	Freiburg im Breisgau	8732	N/A	4	Section II (Encumbrances and restrictions) ser. no. 12
8.	Priority notice to safeguard the claim to conveyance	Emmendingen	Freiburg im Breisgau	8732	N/A	1	Section II (Encumbrances and restrictions) ser. no. 2
9.	Right of first refusal for the first event of a sale	Emmendingen	Freiburg im Breisgau	8732	N/A	1	Section II (Encumbrances and restrictions) ser. no. 11

Ser. no.	Designation or brief description of the right	Local Court	Land register district	Land register folio number	Volume number, if applicable	Serial number of the encumbered real property in the inventory	Section and current number of the encumbrance
10.	Priority notice to safeguard the claim to re-conveyance	Emmendingen	Freiburg im Breisgau	8732	N/A	1	Section II (Encumbrances and restrictions) ser. no. 18, 19
11.	Rights of first refusal for all cases of a sale	Emmendingen	Freiburg im Breisgau	8732	N/A	1	Section II (Encumbrances and restrictions) ser. no. 20, 21
12.	Right of first refusal for all cases of a sale	Kassel	Kassel	7714	317	6	Section II (Encumbrances and restrictions) ser. no. 8
13.	Right of first refusal for all cases of a sale	Neuss	Neuss	4444	N/A	84, 85, 86, 87, 88, 89, 90	Section II (Encumbrances and restrictions) ser. no. 6
14.	Right of first refusal for all cases of a sale	Dortmund	Dortmund	31175	N/A	11, 12	Section II (Encumbrances and restrictions) ser. no. 4





Ser. no.	Designation or brief description of the right	Local Court	Land register district	Land register folio number	Volume number, if applicable	Serial number of the encumbered real property in the inventory	Section and current number of the encumbrance
15.	Right of first refusal for all cases of a sale	Dortmund	Dortmund	31416	N/A	7, 8	Section II (Encumbrances and restrictions) ser. no. 7
16.	Right of first refusal for all cases of a sale	Euskirchen	Euskirchen	4470A	N/A	5, 18	Section II (Encumbrances and restrictions) ser. no. 5
17.	Right of first refusal (subject to condition subsequent) for all cases of a sale	Munich	Munich 1	859	25	14	Section II (Encumbrances and restrictions) ser. no. 9
18.	Right of first refusal	Dippoldiswalde	Bannewitz	1482	N/A	1	Section II (Encumbrances and restrictions) ser. no. 1




Ser. no.	Designation or brief description of the right	Local Court	Land register district	Land register folio number	Volume number, if applicable	Serial number of the encumbered real property in the inventory	Section and current number of the encumbrance
19.	Transferable right of first refusal for all cases of a sale	Münster	Hiltrup	6819	N/A	1	Section II (Encumbrances and restrictions) ser. no. 5 (coop Aktiengesellschaft)
20.	Right of first refusal with a limited term for all cases of a sale	Hamburg	St. Georg Süd	1740	42	6	Section II (Encumbrances and restrictions) ser. no. 4
21.	Right of first refusal with a limited term for all cases of a sale	Hamburg	St. Georg Süd	1847	46	10	Section II (Encumbrances and restrictions) ser. no. 6
22.	Right of first refusal for all cases of a sale	Osnabrück	Osnabrück	21176	620	12	Section II (Encumbrances and restrictions) ser. no. 8

Ser. no.	Designation or brief description of the right	Local Court	Land register district	Land register folio number	Volume number, if applicable	Serial number of the encumbered real property in the inventory	Section and current number of the encumbrance
23.	Transferable right of first refusal for the first event of a sale	Osnabrück	Osnabrück	40274	N/A	1.2	Section II (Encumbrances and restrictions) ser. no. 6
24.	Priority notice safeguarding the contingent claim to transfer of the hereditary building right under a call option	Krefeld	Krefeld	6593	N/A	1	Section II (Encumbrances and restrictions) ser. no. 4
25.	Right of first refusal for all cases of a sale	Dortmund	Dortmund	44320	N/A	4.5	Section II (Encumbrances and restrictions) ser. no. 7
26.	Priority notice for conveyance	Dortmund	Dortmund	31416	N/A	7.8	Section II (Encumbrances and restrictions) ser. no. 18






Ser. no.	Designation or brief description of the right	Local Court	Land register district	Land register folio number	Volume number, if applicable	Serial number of the encumbered real property in the inventory	Section and current number of the encumbrance
27.	Department store right (conditional)	Munich	Munich 1	859	25	14	Section II (Encumbrances and restrictions) ser. no. 10
28.	Usufruct right with a limited term	Euskirchen	Euskirchen	4470A	N/A	5, 18	Section II (Encumbrances and restrictions) ser. no. 6
29.	Usufruct right	Neuss	Neuss	4444	N/A	84, 85, 86, 87, 88, 89, 90	Section II (Encumbrances and restrictions) ser. no. 5







Annex 5.4.a)
Hive-Down Assets
Trademarks


Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
1.	aro	Austria		712870	712870	registered	IR nationally protective part	3, 5, 16, 29, 30, 31, 32, 33
2.	ARO	Austria		319112	319112	registered	IR nationally protective part	29
3.	aro	Austria		601378	601378	registered	IR nationally protective part	3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34
4.	aro	Austria		808886	808886	registered	IR nationally protective part	1, 3, 4, 5, 6, 11, 16, 17, 20, 21, 22, 28, 31






Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
5.	aro	Austria		854037	854037	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 8, 9, 11, 16, 17, 20, 21, 22, 24, 25, 28, 29, 30, 31, 32, 33, 34
6.	aro	Austria		1220836	1220836	registered	IR nationally protective part	18
7.	aro	Benelux		712870	712870	registered	IR nationally protective part	3, 5, 16, 29, 30, 31, 32, 33
8.	ARO	Benelux		0620996	0347794	registered	Local	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33, 34
9.	ARO	Benelux		516183	18953	registered	Local	29




Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
10.	aro	Benelux		623184	349986	registered	Local	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33, 34
11.	aro	Benelux		808886	808886	registered	IR nationally protective part	1, 3, 4, 5, 6, 11, 16, 17, 20, 21, 22, 28, 31
12.	aro	Benelux		854037	854037	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 8, 9, 11, 16, 17, 20, 21, 22, 24, 25, 28, 29, 30, 31, 32, 33, 34
13.	aro	Benelux		1220836	1220836	registered	IR nationally protective part	18
14.	aro	Bulgaria		712870	712870	registered	IR nationally protective part	3, 5, 16, 29, 30, 31, 32, 33

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
15.	aro	Bulgaria		599076	599076	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33
16.	aro	Bulgaria		808886	808886	registered	IR nationally protective part	1, 3, 4, 5, 6, 11, 16, 17, 20, 21, 22, 28, 31
17.	ARO	Bulgaria		70760	53795	registered	Local	35
18.	aro	Bulgaria		70508	53545	registered	Local	35
19.	aro	Bulgaria		854037	854037	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 8, 9, 11, 16, 17, 20, 21, 22, 24, 25, 28, 29, 30, 31, 32, 33, 34
20.	aro	Bulgaria		1220836	1220836	registered	IR nationally protective part	18





Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
21.	aro	Croatia		712870	712870	registered	IR nationally protective part	3, 5, 16, 29, 30, 31, 32, 33
22.	aro	Croatia		808886	808886	registered	IR nationally protective part	1, 3, 4, 5, 6, 11, 16, 17, 20, 21, 22, 28, 31
23.	aro	Croatia		854037	854037	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 8, 9, 11, 16, 17, 20, 21, 22, 24, 25, 28, 29, 30, 31, 32, 33, 34
24.	aro	Croatia		1103608	1103608	registered	IR nationally protective part	6, 11, 18, 19, 22
25.	aro	Croatia		1220836	1220836	registered	IR nationally protective part	18
26.	aro	Czech Republic		712870	712870	registered	IR nationally protective part	3, 5, 16, 29, 30, 31, 32, 33


Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
27.	ARO	Czech Republic		319112	319112	registered	IR nationally protective part	29
28.	aro	Czech Republic		599076	599076	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33
29.	ARO	Czech Republic		455669	455669	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33
30.	aro	Czech Republic		808886	808886	registered	IR nationally protective part	1, 3, 4, 5, 6, 11, 16, 17, 20, 21, 22, 28, 31
31.	ARO	Czech Republic		49167	162966	registered	Local	3










Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
32.	aro	Czech Republic		854037	854037	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 8, 9, 11, 16, 17, 20, 21, 22, 24, 25, 28, 29, 30, 31, 32, 33, 34
33.	aro	Czech Republic		286809	286809	registered	Local	35
34.	aro	Czech Republic		1220836	1220836	registered	IR nationally protective part	18
35.	aro	EU		1103608	1103608	registered	Union trademark (IR)	18, 19
36.	aro	France		712870	712870	registered	IR nationally protective part	3, 5, 16, 29, 30, 31, 32, 33
37.	ARO	France		319112	319112	registered	IR nationally protective part	29

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
38.	aro	France		599076	599076	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34
39.	aro	France		808886	808886	registered	IR nationally protective part	1, 3, 4, 5, 6, 11, 16, 17, 20, 21, 22, 28, 31
40.	aro	France		854037	854037	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 8, 9, 11, 16, 17, 20, 21, 22, 24, 25, 28, 29, 30, 31, 32, 33, 34
41.	aro	France		1220836	1220836	registered	IR nationally protective part	18
42.	aro	Germany		39866323.8	39866323	registered	Local	3, 5, 16, 28, 29, 30, 31, 32, 33


Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
43.	ARO	Germany		319112	319112	registered	IR nationally protective part	29
44.	aro	Germany		30249886.9	30249886	registered	Local	1, 3, 4, 5, 6, 11, 16, 17, 20, 21, 22, 28, 31
45.	aro	Germany		303425911	30342591	registered	Local	24, 25
46.	aro	Germany		304117404	30411740	registered	Local	1, 2, 3, 4, 5, 6, 8, 9, 11, 16, 17, 20, 21, 22, 24, 25, 28, 29, 30, 31, 32, 33, 34
47.	aro	Germany		30418660.0	30418660	registered	Local	35, 36, 38
48.	aro	Germany		302011050750.3	302011050750	registered	Local	6, 11, 18, 19, 22









Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
49.	aro	Germany		302011053372.5	302011053372	registered	Local	3, 4, 5, 9, 11, 16, 20, 21, 24, 25, 28, 29, 30, 31, 32, 33, 34
50.	aro	Germany		302013061069.5	302013061069	registered	Local	18
51.	aro	Hungary		712870	712870	registered	IR nationally protective part	3, 5, 16, 29, 30, 31, 32, 33
52.	ARO	Hungary		319112	319112	registered	IR nationally protective part	29
53.	aro	Hungary		599076	599076	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 8, 13, 14, 15, 16, 18, 19, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33






Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
54.	ARO	Hungary		455669	455669	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33, 34
55.	aro	Hungary		808886	808886	registered	IR nationally protective part	1, 3, 4, 5, 6, 11, 16, 17, 20, 21, 22, 28, 31
56.	aro	Hungary		854037	854037	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 8, 9, 11, 16, 17, 20, 21, 22, 24, 25, 28, 29, 30, 31, 32, 33, 34
57.	aro	Hungary		1220836	1220836	registered	IR nationally protective part	18
58.	aro	India		881743		filed	Local	3
59.	aro	India		881744		filed	Local	5






Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
60.	aro	India		881745		filed	Local	16
61.	aro	India		881746	881746	registered	Local	29
62.	aro	India		881747	881747	registered	Local	30
63.	aro	India		881748	881748	registered	Local	31
64.	aro	India		881749	881749	registered	Local	32
65.	aro	India		881750	881750	registered	Local	33
66.	aro	India		1879638	1879638	registered	Local	21
67.	aro	India		2205459		filed	Local	6, 11, 18, 19, 20, 22
68.	aro	India		1220836		filed	IR nationally protective part	18

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
69.	aro	Italy		712870	712870	registered	IR nationally protective part	3, 5, 16, 29, 30, 31, 32, 33
70.	ARO	Italy		319112	319112	registered	IR nationally protective part	29
71.	aro	Italy		601378	601378	registered	IR nationally protective part	3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34
72.	aro	Italy		808886	808886	registered	IR nationally protective part	1, 3, 4, 5, 6, 11, 16, 17, 20, 21, 22, 28, 31
73.	aro	Italy		854037	854037	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 8, 9, 11, 16, 17, 20, 21, 22, 24, 25, 28, 29, 30, 31, 32, 33, 34






Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
74.	aro	Italy		1220836	1220836	registered	IR nationally protective part	18
75.	aro	Japan		H11-092290	4411730	registered	Local	33
76.	aro	Japan		H11-092288	4411729	registered	Local	31
77.	aro	Japan		H11-092289	4512489	registered	Local	32
78.	aro	Japan		H11-092283	4648319	registered	Local	3
79.	aro	Japan		H11-092286	4411728	registered	Local	29
80.	aro	Japan		H11-092287	4531723	registered	Local	30
81.	aro	Japan		H11-092285	4569130	registered	Local	16
82.	aro	Japan		854037	854037	registered	IR nationally protective part	1, 2, 4, 8, 9, 22, 24






Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
83.	aro	Japan		2009-038323.	5352937	registered	Local	33
84.	aro	Japan		2010-002119.	5338561	registered	Local	3
85.	aro	Japan		2010-002120	5329594	registered	Local	16
86.	aro	Japan		2010-002121	5349959	registered	Local	29
87.	aro	Japan		2010-002122	5349960	registered	Local	30
88.	aro	Japan		2010-002123	5349961	registered	Local	31
89.	aro	Japan		2010-002124	5329595	registered	Local	20, 22, 24, 25
90.	aro	Japan		1103608	1103608	registered	IR nationally protective part	6, 11, 18, 19, 22
91.	aro	Japan		1220836	1220836	registered	IR nationally protective part	18


Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
92.	aro	Kazakhstan		854037	854037	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 8, 9, 11, 16, 17, 20, 21, 22, 24, 25, 28, 29, 30, 31, 32, 33, 34
93.	aro	Kazakhstan		1103608	1103608	registered	IR nationally protective part	6, 11, 18, 19, 22
94.	aro	Kazakhstan		1220836	1220836	registered	IR nationally protective part	18
95.	aro	Pakistan		350483		filed	Local	18
96.	aro	Poland		712870	712870	registered	IR nationally protective part	3, 5, 16, 29, 30, 31, 32, 33




Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
97.	aro	Poland		599076	599076	registered	IR nationally protective part	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34
98.	aro	Poland		89802	79917	registered	Local	2, 4, 5, 11, 16, 21, 24, 27, 29, 30, 31, 32, 34
99.	ARO	Poland		85630	63531	registered	Local	3
100.	aro	Poland		808886	808886	registered	IR nationally protective part	1, 3, 4, 5, 6, 11, 16, 17, 20, 21, 22, 28, 31
101.	aro	Poland		Z-278376	197194	registered	Local	35
102.	ARO	Poland		Z-278375	197193	registered	Local	35
103.	aro	Poland		854037	854037	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 8, 9, 11, 16, 17, 20, 21, 22, 24, 25, 28, 29, 30, 31, 32, 33, 34






Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
104.	aro	Poland		1220836	1220836	registered	IR nationally protective part	18
105.	aro	Portugal		712870	712870	registered	IR nationally protective part	3, 5, 16, 29, 30, 31, 32, 33
106.	ARO	Portugal		319112	319112	registered	IR nationally protective part	29
107.	aro	Portugal	aro	599076	599076	registered	IR nationally protective part	34
108.	ARO	Portugal		455669	455669	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33, 34
109.	aro	Portugal		808886	808886	registered	IR nationally protective part	1, 3, 4, 5, 6, 11, 16, 17, 20, 21, 22, 28, 31





Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
110.	aro	Portugal		854037	854037	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 8, 9, 11, 16, 17, 20, 21, 22, 24, 25, 28, 29, 30, 31, 32, 33, 34
111.	aro	Portugal		1220836	1220836	registered	IR nationally protective part	18
112.	aro	Moldova		854037	854037	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 8, 9, 11, 16, 17, 20, 21, 22, 24, 25, 28, 29, 30, 31, 32, 33, 34
113.	aro	Moldova		1103608	1103608	registered	IR nationally protective part	6, 11, 19, 22
114.	aro	Romania		712870	712870	registered	IR nationally protective part	3, 5, 16, 29, 30, 31, 32, 33
115.	ARO	Romania		319112	319112	registered	IR nationally protective part	29

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
116.	aro	Romania		599076	599076	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33
117.	aro	Romania		808886	808886	registered	IR nationally protective part	1, 3, 4, 5, 6, 11, 16, 17, 20, 21, 22, 28, 31
118.	aro	Romania		854037	854037	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 8, 9, 11, 16, 17, 20, 21, 22, 24, 25, 28, 29, 30, 31, 32, 33, 34
119.	aro	Romania		1220836	1220836	registered	IR nationally protective part	18
120.	aro	Russia		712870	712870	registered	IR nationally protective part	3, 5, 16, 29, 30, 31, 32, 33







Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
121.	aro	Russia		599076	599076	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34
122.	ARO	Russia		455669	455669	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33, 34
123.	aro	Russia		808886	808886	registered	IR nationally protective part	1, 3, 4, 5, 6, 11, 16, 17, 20, 21, 22, 28, 31
124.	aro	Russia		854037	854037	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 8, 9, 11, 16, 17, 20, 21, 22, 24, 25, 28, 29, 30, 31, 32, 33, 34





Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
125.	aro	Russia		1220836	1220836	registered	IR nationally protective part	18
126.	aro	Serbia		712870	712870	registered	IR nationally protective part	3, 5, 16, 29, 30, 31, 32, 33
127.	ARO	Serbia		319112	319112	registered	IR nationally protective part	29
128.	aro	Serbia		599076	599076	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34
129.	ARO	Serbia		455669	455669	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33, 34








Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
130.	aro	Serbia		854037	854037	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 8, 9, 11, 16, 17, 20, 21, 22, 24, 29, 30, 31, 32, 33, 34
131.	aro	Serbia		Z-1552/11	64182	registered	Local	25, 28
132.	aro	Serbia		1220836	1220836	registered	IR nationally protective part	18
133.	aro	Slovakia		712870	712870	registered	IR nationally protective part	16
134.	ARO	Slovakia		319112	319112	registered	IR nationally protective part	29
135.	aro	Slovakia		599076	599076	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34






Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
136.	ARO	Slovakia		455669	455669	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33
137.	aro	Slovakia		808886	808886	registered	IR nationally protective part	1, 3, 4, 5, 6, 11, 16, 17, 20, 21, 22, 28, 31
138.	aro	Slovakia		143-2006	216315	registered	Local	35
139.	aro	Slovakia		854037	854037	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 8, 9, 11, 16, 17, 20, 21, 22, 24, 25, 28, 29, 30, 31, 32, 33, 34
140.	aro	Slovakia		1220836	1220836	registered	IR nationally protective part	18

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
141.	aro	Slovakia		712870	712870	registered	IR nationally protective part	3, 5, 16, 29, 30, 31, 32, 33
142.	aro	Spain		712870	712870	registered	IR nationally protective part	29, 30, 31, 32, 33
143.	ARO	Spain		319112	319112	registered	IR nationally protective part	29
144.	aro	Spain		599076	599076	registered	IR nationally protective part	4, 8, 11, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 31
145.	aro	Spain		2223222	2223222	registered	Local	31
146.	aro	Spain		2223223	2223223	registered	Local	32
147.	aro	Spain		2223217	2223217	registered	Local	9
148.	aro	Spain		2223218	2223218	registered	Local	11

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
149.	aro	Spain		2223219	2223219	registered	Local	25
150.	ARO	Spain		455669	455669	registered	IR nationally protective part	4, 13, 14, 15, 18, 23
151.	aro	Spain		808886	808886	registered	IR nationally protective part	1, 3, 4, 5, 6, 11, 16, 17, 20, 21, 22, 28, 31
152.	aro	Spain		854037	854037	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 8, 9, 11, 16, 17, 20, 21, 22, 24, 25, 28, 29, 30, 31, 32, 34
153.	aro	Spain		1220836	1220836	registered	IR nationally protective part	18
154.	aro	Spain		712870	712870	registered	IR nationally protective part	3, 5, 16
155.	aro	Turkey		712870	712870	registered	IR nationally protective part	3, 5, 16, 29, 30, 31, 32, 33





Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
156.	ARO	Turkey		99001526	99001526	registered	Local	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34
157.	aro	Turkey		808886	808886	registered	IR nationally protective part	1, 3, 4, 5, 6, 11, 16, 17, 20, 21, 22, 28, 31
158.	aro	Turkey		712870	712870	registered	IR nationally protective part	3, 5, 29, 32
159.	aro	Turkey		854037	854037	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 8, 9, 11, 16, 17, 20, 21, 22, 24, 25, 28, 29, 30, 31, 32, 33, 34
160.	aro	Turkey		1103608	1103608	registered	IR nationally protective part	6, 11, 18, 19, 22



Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
161.	aro	Turkey		1220836	1220836	registered	IR nationally protective part	18
162.	aro	Turkey		712870	712870	registered	IR nationally protective part	3, 29, 32
163.	aro	Ukraine		712870	712870	registered	IR nationally protective part	3, 5, 16, 29, 30, 31, 32, 33
164.	aro	Ukraine		808886	808886	registered	IR nationally protective part	1, 3, 4, 5, 6, 11, 16, 17, 20, 21, 22, 28, 31
165.	aro	Ukraine		854037	854037	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 8, 9, 11, 16, 17, 20, 21, 22, 24, 25, 28, 29, 30, 31, 32, 33, 34
166.	aro	Ukraine		200601390	79774	registered	Local	35
167.	aro	Ukraine		1103608	1103608	registered	IR nationally protective part	6, 11, 18, 19, 22





Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
168.	aro	Ukraine		1220836	1220836	registered	IR nationally protective part	18
169.	MAKRO	Austria		AM3877/2007	240885	registered	Local	35
170.	makro	Austria		AM3875/2007	240884	registered	Local	35
171.	METRO	Austria		950870	950870	registered	IR nationally protective part	35
172.	METRO	Austria		1096843	1096843	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
173.	METRO	Austria		AM2045/2013	274383	registered	Local	35
174.	METRO	Austria		340597	340597	registered	IR nationally protective part	30



Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
175.	METRO	Austria		AM1141/2004	219153	registered	Local	16, 41
176.	METRO	Austria	METRO	1449/81	97895	registered	Local	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 36, 39, 42
177.	MAKRO	Benelux		0733940	0466378	registered	Local	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 39, 43, 44, 45
178.	MAKRO	Benelux	makro	707302	155596	registered	Local	35, 36, 39, 42


Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
179.	MAKRO	Benelux		619424	345655	registered	Local	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34
180.	MAKRO	Benelux		861947	581998	registered	Local	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42
181.	MAKRO	Benelux	makro	1136423	0824151	registered	Local	35
182.	makro	Benelux	makro	1136424	0824958	registered	Local	35
183.	METRO	Benelux	METRO	1164044	0849755	registered	Local	35, 38, 39
184.	METRO	Benelux	METRO	950870	950870	registered	IR nationally protective part	35




Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
185.	METRO	Benelux		1096843	1096843	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
186.	METRO	Benelux		0201300		filed	Local	35
187.	METRO	Benelux		155243	155243	registered	IR nationally protective part	7
188.	METRO	Benelux		552942	066987	registered	Local	30
189.	METRO	Benelux		0200461	0200461	registered	Local	16, 41



Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
190.	METRO	Benelux		627390	627390E	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 42
191.	makro	Bulgaria		70416	53733	registered	Local	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
192.	MAKRO	Bulgaria		96601	69458	registered	Local	35, 42
193.	makro	Bulgaria		96553	69522	registered	Local	35, 42




Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
194.	METRO	Bulgaria		1096843	1096843	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
195.	METRO	Bulgaria		128149	88135	registered	Local	35
196.	METRO	Bulgaria		825372	825372	registered	IR nationally protective part	35
197.	METRO	Bulgaria		852751	852751	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45





Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
198.	METRO	Bulgaria		340597	340597	registered	IR nationally protective part	30
199.	METRO	Bulgaria		627390E	627390E	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, 42
200.	METRO	China		1096843		filed	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
201.	METRO	China		825372	825372	registered	IR nationally protective part	35




Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
202.	METRO	China		852751		filed	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 40, 41, 42, 43, 44, 45
203.	METRO	China		627390E	627390E	registered	IR nationally protective part	1, 2, 3, 4, 5, 7, 8, 9, 10, 13, 14, 15, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 33, 34, 35, 36, 37, 38, 39, 42
204.	METRO	China		728814A		filed	IR nationally protective part	1, 2, 3, 4, 5, 7, 8, 9, 12, 13, 14, 15, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 33, 34, 35, 36, 37, 38, 39, 42





Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
205.	MAKRO	Croatia		Z-20071111	Z-20071111	registered	Local	35
206.	makro	Croatia		Z20071112	Z20071112	registered	Local	35
207.	METRO	Croatia		1096843	1096843	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
208.	METRO	Croatia		825372	825372	registered	IR nationally protective part	35

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
209.	METRO	Croatia		852751	852751	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
210.	METRO	Croatia		627390	627390E	registered	IR nationally protective part	6, 16, 21, 24, 25, 28, 29, 30, 31, 32, 35, 39
211.	MAKRO	Czech Republic		142591	256384	registered	Local	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 39, 42

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
212.	makro	Czech Republic		344631	285330	registered	Local	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
213.	MAKRO	Czech Republic		448792	295786	registered	Local	35, 42
214.	makro	Czech Republic		448793	295787	registered	Local	35, 42
215.	METRO	Czech Republic		825372	825372	registered	IR nationally protective part	35

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
216.	METRO	Czech Republic		852751	852751	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
217.	makro	EU		008911018	008911018	registered	Union trademark	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 45
218.	makro	EU		007585061	007585061	registered	Union trademark	35, 36, 39
219.	METRO	EU		007585045		filed	Union trademark	36, 39




Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
220.	METRO	EU		000779116		filed	Union trademark	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42
221.	MAKRO	France		073505837	3505837	registered	Local	35
222.	makro	France		073505839	3505839	registered	Local	35
223.	METRO	France		950870	950870	registered	IR nationally protective part	35


Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
224.	METRO	France		1096843		filed	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
225.	METRO	France		13/4022781		filed	Local	35
226.	METRO	France		619451	619451	registered	IR nationally protective part	34
227.	METRO	France		155243	155243	registered	IR nationally protective part	7
228.	METRO	France		340597	340597	registered	IR nationally protective part	30
229.	METRO	France		04/3294550	04/3294550	registered	Local	16, 41



Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
230.	METRO	France		INPI279491	1655099	registered	Local	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 36, 39
231.	METRO	France		97/700690	97700690	registered	Local	35, 36, 37, 38, 39, 40, 41, 42
232.	METRO	France		INPI810563	1420098	registered	Local	42
233.	METRO	France		INPI294805	1737512	registered	Local	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 39





Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
234.	MAKRO	Germany	makro	549971	549971	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 39, 42
235.	METRO	Germany		302015010170.2	302015010170	registered	Local	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34
236.	METRO	Germany		302009029580.8	302009029580	registered	Local	35
237.	METRO	Germany	METRO	302009029653.7	302009029653	registered	Local	39



Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
238.	METRO	Germany		561500	561500	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34
239.	METRO	Germany	METRO	302009061712.0	302009061712	registered	Local	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
240.	METRO	Germany	METRO	3020130298330	302013029833	registered	Local	35
241.	METRO	Germany		219379/7	219379	registered	Local	7
242.	METRO	Germany	Metro	155243	155243	registered	IR nationally protective part	7





Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
243.	METRO	Germany		30725251.5	30725251	registered	Local	35
244.	METRO	Germany		303487178	30348717	registered	Local	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
245.	METRO	Germany		303487194	30348719	registered	Local	35
246.	METRO	Germany		B65153	1084502	registered	Local	34
247.	METRO	Germany		1031896	1031896	registered	Local	1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34












Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
248.	METRO	Germany		39516389.7	39516389	registered	Local	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 38, 39, 40, 41, 42, 43, 45
249.	METRO	Germany		728814	728814	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 42







Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
250.	METRO	Germany		730201	730201	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 42
251.	METRO	Germany		1113811	1113811	registered	Local	36, 39
252.	MAKRO	Hungary		M07 01994	199369	registered	Local	35
253.	makro	Hungary		M07 01993	195094	registered	Local	35
254.	METRO	Hungary		1096843	1096843	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45








Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
255.	METRO	Hungary		M1301124	212282	registered	Local	35
256.	METRO	Hungary		825372	825372	registered	IR nationally protective part	35
257.	METRO	Hungary		852751	852751	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
258.	METRO	India		1995587	1307113	registered	Local	43
259.	METRO	India		2095932		filed	Local	2, 3, 4, 5, 7, 8, 9, 11, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 41, 42, 43



Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
260.	METRO	India		1577566		filed	Local	35
261.	METRO	India		1237126	1237126	registered	Local	35
262.	METRO	India		1237125	1237125	registered	Local	36
263.	METRO	India		1237127		filed	Local	37
264.	METRO	India		1237124	1237124	registered	Local	38
265.	METRO	India		1237123	1237123	registered	Local	39
266.	METRO	India		1237122	1237122	registered	Local	40
267.	METRO	India		1237121		filed	Local	41
268.	METRO	India		1237120	1237120	registered	Local	42
269.	METRO	India		676424	676424	registered	Local	9
270.	METRO	India		676423	676423	registered	Local	32
271.	MAKRO	Italy		MI2007C007633	1277073	registered	Local	35
272.	makro	Italy		MI2007C007635	1277075	registered	Local	35
273.	METRO	Italy		950870	950870	registered	IR nationally protective part	35

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
274.	METRO	Italy		1096843	1096843	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
275.	METRO	Italy		RM2013C00560 2	0001594094	registered	Local	35
276.	METRO	Italy		619451	619451	registered	IR nationally protective part	34
277.	METRO	Italy		155243	155243	registered	IR nationally protective part	7
278.	METRO	Italy		340597	340597	registered	IR nationally protective part	30
279.	METRO	Italy		RM2004C00351 4	0001299329	registered	Local	16, 41

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
280.	METRO	Japan		2010-049016	5352663	registered	Local	35
281.	METRO	Japan		2010-049017	5471724	registered	Local	35
282.	METRO	Japan		2010-049018	5352664	registered	Local	35
283.	METRO	Japan		2010-049019	5411450	registered	Local	35
284.	METRO	Japan		2010-049020	5375847	registered	Local	35
285.	METRO	Japan		2010-049023	5444576	registered	Local	35
286.	METRO	Japan		2010-049024	5411451	registered	Local	35
287.	METRO	Japan		2010-049025	5411452	registered	Local	35
288.	METRO	Japan		2010-049026	5411453	registered	Local	35
289.	METRO	Japan		2007-72356	5168039	registered	Local	35
290.	METRO	Japan		2007-72358	5168041	registered	Local	35
291.	METRO	Japan		825372	825372	registered	IR nationally protective part	35






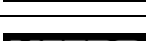
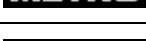







Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
292.	METRO	Japan		852751	852751	registered	IR nationally protective part	9, 11, 12, 13, 14, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 36, 38, 39, 40, 41
293.	METRO	Japan		H04-259221	3184310	registered	Local	35
294.	METRO	Japan		2007-031896	5257378	registered	Local	35
295.	METRO	Japan		2007-031898	5268531	registered	Local	35
296.	METRO	Japan		2007-31918	5136025	registered	Local	35
297.	METRO	Japan		2007-31935	5124736	registered	Local	35
298.	METRO	Japan		2007-031925	5174539	registered	Local	35
299.	METRO	Japan		2007-31923	5124733	registered	Local	35
300.	METRO	Japan		2007-31924	5204837	registered	Local	35
301.	METRO	Japan		2007-31900	5136982	registered	Local	35
302.	METRO	Japan		2007-31908	5124730	registered	Local	35
303.	METRO	Japan		2007-31907	5172924	registered	Local	35










Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
304.	METRO	Japan		2007-31902	5406917	registered	Local	35
305.	METRO	Japan		2007-031904	5427463	registered	Local	35
306.	METRO	Japan		2007-31906	5204835	registered	Local	35
307.	METRO	Japan		2007-31903	5406918	registered	Local	35
308.	METRO	Japan		2007-31905	5124729	registered	Local	35
309.	METRO	Japan		H07-079655	4550187	registered	Local	39
310.	METRO	Japan		H09-141092	4393898	registered	Local	35
311.	METRO	Japan		H11-088508	4464831	registered	Local	36, 37, 41
312.	METRO	Kazakhstan		46697	32172	registered	Local	35, 36, 39
313.	METRO	Kazakhstan		1096843	1096843	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
314.	METRO	Kazakhstan		619451	619451	registered	IR nationally protective part	34
315.	METRO	Kazakhstan		825372	825372	registered	IR nationally protective part	35
316.	METRO	Kazakhstan		852751	852751	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
317.	METRO	Kazakhstan		627390E	627390E	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, 42




Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
318.	METRO	Pakistan	METRO	295622	295622	registered	Local	2
319.	METRO	Pakistan	METRO	295624		filed	Local	3
320.	METRO	Pakistan	METRO	295614		filed	Local	4
321.	METRO	Pakistan	METRO	295626		filed	Local	5
322.	METRO	Pakistan	METRO	295628	295628	registered	Local	7
323.	METRO	Pakistan	METRO	295630	295630	registered	Local	8
324.	METRO	Pakistan	METRO	295632		filed	Local	9
325.	METRO	Pakistan	METRO	295636		filed	Local	11
326.	METRO	Pakistan	METRO	295678		filed	Local	15
327.	METRO	Pakistan	METRO	295679	295679	registered	Local	16
328.	METRO	Pakistan	METRO	295670		filed	Local	18
329.	METRO	Pakistan	METRO	295671		filed	Local	19
330.	METRO	Pakistan	METRO	295672		filed	Local	20
331.	METRO	Pakistan	METRO	295673	295673	registered	Local	21




Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
332.	METRO	Pakistan	METRO	295674	295674	registered	Local	22
333.	METRO	Pakistan	METRO	295675		filed	Local	23
334.	METRO	Pakistan	METRO	295676		filed	Local	24
335.	METRO	Pakistan	METRO	295677		filed	Local	25
336.	METRO	Pakistan	METRO	295588		filed	Local	26
337.	METRO	Pakistan	METRO	295620		filed	Local	27
338.	METRO	Pakistan	METRO	295618		filed	Local	28
339.	METRO	Pakistan	METRO	295616		filed	Local	29
340.	METRO	Pakistan	METRO	295612		filed	Local	30
341.	METRO	Pakistan	METRO	295610	295610	registered	Local	31
342.	METRO	Pakistan	METRO	295608	295608	registered	Local	32
343.	METRO	Pakistan	METRO	295606		filed	Local	33
344.	METRO	Pakistan	METRO	295604	295604	registered	Local	34
345.	METRO	Pakistan	METRO	295602		filed	Local	35

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
346.	METRO	Pakistan		295600		filed	Local	36
347.	METRO	Pakistan		295599	295599	registered	Local	37
348.	METRO	Pakistan		295597		filed	Local	38
349.	METRO	Pakistan		295595		filed	Local	39
350.	METRO	Pakistan		295592		filed	Local	41
351.	METRO	Pakistan		295591		filed	Local	42
352.	METRO	Pakistan		295589		filed	Local	43
353.	METRO	Pakistan		192841		filed	Local	16
354.	METRO	Pakistan		192683		filed	Local	29
355.	METRO	Pakistan		192682		filed	Local	30
356.	METRO	Pakistan		192681		filed	Local	31
357.	METRO	Pakistan		192684		filed	Local	32
358.	METRO	Pakistan		192680		filed	Local	33
359.	METRO	Pakistan		194619		filed	Local	35

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
360.	METRO	Pakistan		194588		filed	Local	37
361.	METRO	Pakistan		194587		filed	Local	38
362.	METRO	Pakistan		194594		filed	Local	39
363.	METRO	Pakistan		194626		filed	Local	40
364.	METRO	Pakistan		194621		filed	Local	41
365.	METRO	Pakistan		194622		filed	Local	42
366.	METRO	Pakistan		194623	194623	registered	Local	43
367.	METRO	Pakistan		194624	194624	registered	Local	44
368.	METRO	Pakistan		194625	194625	registered	Local	45
369.	METRO	Pakistan		236220		filed	Local	1
370.	METRO	Pakistan		236233	236233	registered	Local	2
371.	METRO	Pakistan		236239		filed	Local	3
372.	METRO	Pakistan		236227		filed	Local	4
373.	METRO	Pakistan		236231		filed	Local	5
374.	METRO	Pakistan		236237	236237	registered	Local	6





Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
375.	METRO	Pakistan		236236		filed	Local	7
376.	METRO	Pakistan		236245		filed	Local	8
377.	METRO	Pakistan		236238		filed	Local	9
378.	METRO	Pakistan		236230	236230	registered	Local	10
379.	METRO	Pakistan		236223	236223	registered	Local	11
380.	METRO	Pakistan		236244		filed	Local	12
381.	METRO	Pakistan		236216		filed	Local	13
382.	METRO	Pakistan		236215	236215	registered	Local	14
383.	METRO	Pakistan		236218		filed	Local	15
384.	METRO	Pakistan		236217		filed	Local	17
385.	METRO	Pakistan		236224		filed	Local	18
386.	METRO	Pakistan		236225		filed	Local	19
387.	METRO	Pakistan		236219		filed	Local	20
388.	METRO	Pakistan		236246	236246	registered	Local	21
389.	METRO	Pakistan		236240		filed	Local	22



Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
390.	METRO	Pakistan		236232		filed	Local	23
391.	METRO	Pakistan		236229		filed	Local	25
392.	METRO	Pakistan		236226		filed	Local	26
393.	METRO	Pakistan		236228		filed	Local	27
394.	METRO	Pakistan		236243	236243	registered	Local	28
395.	METRO	Pakistan		236242		filed	Local	34
396.	METRO	Pakistan		194620		filed	Local	36
397.	makro	Poland		Z-278120	208315	registered	Local	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
398.	makro	Poland		Z-327586	216438	registered	Local	35
399.	MAKRO	Poland		Z-327587	216448	registered	Local	35



Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
400.	METRO	Poland		825372	825372	registered	IR nationally protective part	35
401.	METRO	Poland		852751	852751	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
402.	MAKRO	Portugal		549971	549971	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 39, 42
403.	MAKRO	Portugal		252548	252548	registered	Local	6
404.	MAKRO	Portugal		252562	252562	registered	Local	20





Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
405.	MAKRO	Portugal		252563	252563	registered	Local	21
406.	MAKRO	Portugal		252564	252564	registered	Local	22
407.	MAKRO	Portugal		252565	252565	registered	Local	23
408.	MAKRO	Portugal		252566	252566	registered	Local	24
409.	MAKRO	Portugal		252567	252567	registered	Local	25
410.	MAKRO	Portugal		252568	252568	registered	Local	26
411.	MAKRO	Portugal		252569	252569	registered	Local	27
412.	MAKRO	Portugal		252571	252571	registered	Local	29
413.	MAKRO	Portugal		252572	252572	registered	Local	30
414.	MAKRO	Portugal		252573	252573	registered	Local	31
415.	MAKRO	Portugal		252574	252574	registered	Local	32
416.	MAKRO	Portugal		252575	252575	registered	Local	33
417.	MAKRO	Portugal		249243	249243	registered	Local	34
418.	MAKRO	Portugal		249244	249244	registered	Local	35
419.	MAKRO	Portugal		249245	249245	registered	Local	36


Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
420.	MAKRO	Portugal		249246	249246	registered	Local	39
421.	MAKRO	Portugal		249247	249247	registered	Local	42
422.	MAKRO	Portugal		252543	252543	registered	Local	1
423.	MAKRO	Portugal		252544	252544	registered	Local	2
424.	MAKRO	Portugal		252545	252545	registered	Local	3
425.	MAKRO	Portugal		252546	252546	registered	Local	4
426.	MAKRO	Portugal		252547	252547	registered	Local	5
427.	MAKRO	Portugal		252551	252551	registered	Local	9
428.	MAKRO	Portugal		252549	252549	registered	Local	7
429.	MAKRO	Portugal		252550	252550	registered	Local	8
430.	MAKRO	Portugal		252552	252552	registered	Local	10
431.	MAKRO	Portugal		252553	252553	registered	Local	11
432.	MAKRO	Portugal		252554	252554	registered	Local	12
433.	MAKRO	Portugal		252555	252555	registered	Local	13
434.	MAKRO	Portugal		252556	252556	registered	Local	14



Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
435.	MAKRO	Portugal		252557	252557	registered	Local	15
436.	MAKRO	Portugal		252559	252559	registered	Local	17
437.	MAKRO	Portugal		252560	252560	registered	Local	18
438.	MAKRO	Portugal		252561	252561	registered	Local	19
439.	MAKRO	Portugal		416639	416639	registered	Local	35
440.	makro	Portugal		416640	416640	registered	Local	35
441.	METRO	Portugal		950870	950870	registered	IR nationally protective part	35
442.	METRO	Portugal		340597	340597	registered	IR nationally protective part	30
443.	METRO	Portugal		379122	379122	registered	Local	16, 41
444.	MAKRO	Moldova		021322	16916	registered	Local	35
445.	makro	Moldova		021323	16917	registered	Local	35

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
446.	METRO	Moldova		1096843	1096843	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
447.	METRO	Moldova		619451	619451	registered	IR nationally protective part	34
448.	METRO	Moldova		825372	825372	registered	IR nationally protective part	35



Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
449.	METRO	Moldova		852751	852751	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
450.	METRO	Moldova		627390E	627390E	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 42
451.	MAKRO	Romania		M 2007005969	86100	registered	Local	35
452.	makro	Romania		M 2007005970	86101	registered	Local	35


Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
453.	METRO	Romania		1096843	1096843	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
454.	METRO	Romania		127145	127145	registered	Local	35
455.	METRO	Romania		825372	825372	registered	IR nationally protective part	35
456.	METRO	Romania		852751	852751	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
457.	METRO	Romania	Metro	155243	155243	registered	IR nationally protective part	7
458.	METRO	Romania		627390E	627390E	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 42
459.	MAKRO	Russia		2007718557	371319	registered	Local	35
460.	makro	Russia		2007718556	385698	registered	Local	35





Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
461.	METRO	Russia		1096843	1096843	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
462.	METRO	Russia		2004705965	354759	registered	Local	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
463.	METRO	Russia		627390F	627390F	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, 42
464.	MAKRO	Serbia	makro	549971	549971	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 39, 42
465.	MAKRO	Serbia		Z-1303/07	56026	registered	Local	35
466.	makro	Serbia	makro	Z-1304/07	56025	registered	Local	35
467.	METRO	Serbia	METRO	950870	950870	registered	IR nationally protective part	35





Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
468.	METRO	Serbia		1096843	1096843	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
469.	METRO	Serbia		619451	619451	registered	IR nationally protective part	34
470.	METRO	Serbia		825372	825372	registered	IR nationally protective part	35




Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
471.	METRO	Serbia		852751	852751	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, 40, 42, 43, 44, 45
472.	METRO	Serbia	Metro	155243	155243	registered	IR nationally protective part	7
473.	METRO	Serbia		340597	340597	registered	IR nationally protective part	30
474.	METRO	Serbia		627390E	627390E	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 42



Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
475.	METRO	Serbia		728814A	728814A	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 42
476.	METRO	Serbia		561500B	561500B	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34
477.	METRO	Serbia		567289	567289	registered	IR nationally protective part	36, 39




Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
478.	METRO	Slovakia		1096843	1096843	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
479.	METRO	Slovakia		729-2013	235984	registered	Local	35
480.	METRO	Slovakia		825372	825372	registered	IR nationally protective part	35
481.	METRO	Slovakia		852751	852751	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45








Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
482.	METRO	Slovakia		627390E	627390E	registered	IR nationally protective part	1, 2, 3, 4, 6, 7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 22, 24, 25, 27, 28, 29, 30, 31, 32, 33, 36, 37, 38, 42
483.	MAKRO	Spain	makro	549971	549971	registered	IR nationally protective part	1, 3, 5, 6, 8, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 36, 39, 42
484.	MAKRO	Spain		2773968	2773968	registered	Local	35
485.	makro	Spain	makro	2773959	2773959	registered	Local	35
486.	METRO	Spain	METRO	950870	950870	registered	IR nationally protective part	35
487.	METRO	Spain	Metro	155243	155243	registered	IR nationally protective part	7








Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
488.	METRO	Turkey		1096843		filed	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
489.	METRO	Turkey		825372	825372	registered	IR nationally protective part	35
490.	METRO	Turkey		852751	852751	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38, 40, 41, 42, 43, 44, 45
491.	METRO	Turkey		143813	200333653	registered	Local	35









Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
492.	METRO	Turkey		78780	98017234	registered	Local	35, 36, 37, 38, 39, 40, 41, 42
493.	METRO	Turkey		969419	183172	registered	Local	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33
494.	METRO	Turkey		2756716	99/004176	registered	Local	37
495.	METRO	Turkey		96/7578	193122	registered	Local	35, 36, 39, 40, 41, 42
496.	METRO	Turkey		89/005071	115100	registered	Local	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33
497.	MAKRO	Ukraine		200708484	102737	registered	Local	35, 42
498.	makro	Ukraine		200708482	102736	registered	Local	35, 42









Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
499.	METRO	Ukraine		1096843	1096843	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
500.	METRO	Ukraine		619451	619451	registered	IR nationally protective part	34
501.	METRO	Ukraine		825372	825372	registered	IR nationally protective part	35











Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
502.	METRO	Ukraine		852751	852751	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
503.	METRO	Ukraine		627390D	627390D	registered	IR nationally protective part	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 42
504.	METRO	Ukraine		2002064631	47767	registered	Local	35, 43
505.	RIOBA	Austria		949226	949226	registered	IR nationally protective part	7, 8, 11, 20, 21, 29, 30, 31, 32, 33, 34, 43











Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
506.	RIOBA	Austria		982556	982556	registered	IR nationally protective part	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25
507.	RIOBA	Benelux		949226	949226	registered	IR nationally protective part	7, 8, 11, 20, 21, 29, 30, 31, 32, 33, 34, 43
508.	RIOBA	Benelux		982556	982556	registered	IR nationally protective part	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25
509.	RIOBA	Bulgaria		949226	949226	registered	IR nationally protective part	7, 8, 11, 20, 21, 29, 30, 31, 32, 33, 34, 43
510.	RIOBA	Bulgaria		982556	982556	registered	IR nationally protective part	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25
511.	RIOBA	China		949226	949226	registered	IR nationally protective part	7, 8, 11, 20, 21, 29, 30, 31, 32, 33, 34, 43
512.	RIOBA	China		982556	982556	registered	IR nationally protective part	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25









Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
513.	RIOBA	Croatia		949226	949226	registered	IR nationally protective part	7, 8, 11, 20, 21, 29, 30, 31, 32, 33, 34, 43
514.	RIOBA	Croatia		982556	982556	registered	IR nationally protective part	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25
515.	RIOBA	Czech Republic		949226	949226	registered	IR nationally protective part	7, 8, 11, 20, 21, 29, 30, 31, 32, 33, 34, 43
516.	RIOBA	Czech Republic		982556	982556	registered	IR nationally protective part	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25
517.	RIOBA	EU		949226	949226	registered	Union trademark (IR)	7, 8, 11, 20, 21, 29, 30, 31, 32, 33, 34, 43
518.	RIOBA	EU		982556	982556	registered	Union trademark (IR)	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25
519.	RIOBA	France		949226	949226	registered	IR nationally protective part	7, 8, 11, 20, 21, 29, 30, 31, 32, 33, 34, 43








Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
520.	RIOBA	France		982556	982556	registered	IR nationally protective part	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25
521.	RIOBA	Germany		307110567	30711056	registered	Local	7, 8, 11, 21, 29, 30, 31, 32, 33, 34, 43
522.	RIOBA	Germany		30779747.3	30779747	registered	Local	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25
523.	RIOBA	Germany		302014023709.1	302014023709	registered	Local	5, 30, 32, 43
524.	RIOBA	Hungary		949226	949226	registered	IR nationally protective part	7, 8, 11, 20, 21, 29, 30, 31, 32, 33, 34, 43
525.	RIOBA	Hungary		982556	982556	registered	IR nationally protective part	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25
526.	RIOBA	India		1587114		filed	Local	7, 8, 11, 21, 29, 30, 31, 32, 33, 34, 43
527.	RIOBA	India		1689120		filed	Local	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25








Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
528.	RIOBA	Italy		949226	949226	registered	IR nationally protective part	7, 8, 11, 20, 21, 29, 30, 31, 32, 33, 34, 43
529.	RIOBA	Italy		982556	982556	registered	IR nationally protective part	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25
530.	RIOBA	Japan		949226	949226	registered	IR nationally protective part	7, 8, 11, 20, 21, 29, 30, 31, 32, 33, 34, 43
531.	RIOBA	Japan		982556	982556	registered	IR nationally protective part	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24
532.	RIOBA	Japan		2009-074333	5345270	registered	Local	16
533.	RIOBA	Japan		2009-074334	5345271	registered	Local	16
534.	RIOBA	Japan		2009-081601	5320734	registered	Local	24, 25
535.	RIOBA	Kazakhstan		949226	949226	registered	IR nationally protective part	7, 8, 11, 20, 21, 29, 30, 31, 32, 33, 34, 43




Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
536.	RIOBA	Kazakhstan		982556	982556	registered	IR nationally protective part	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25
537.	RIOBA	Pakistan		239887	239887	registered	Local	32
538.	RIOBA	Pakistan		239880	239880	registered	Local	7
539.	RIOBA	Pakistan		239879	239879	registered	Local	8
540.	RIOBA	Pakistan		239888	239888	registered	Local	43
541.	RIOBA	Pakistan		239886	239886	registered	Local	31
542.	RIOBA	Pakistan		239878	239878	registered	Local	21
543.	RIOBA	Pakistan		239882	239882	registered	Local	33
544.	RIOBA	Pakistan		239885	239885	registered	Local	34
545.	RIOBA	Pakistan		239881	239881	registered	Local	11




Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
546.	RIOBA	Pakistan		239883	239883	registered	Local	29
547.	RIOBA	Pakistan		239884	239884	registered	Local	30
548.	RIOBA	Pakistan		251157	251157	registered	Local	7
549.	RIOBA	Pakistan		251156	251156	registered	Local	8
550.	RIOBA	Pakistan		251154	251154	registered	Local	9
551.	RIOBA	Pakistan		251153	251153	registered	Local	11
552.	RIOBA	Pakistan		251152	251152	registered	Local	14
553.	RIOBA	Pakistan		251151	251151	registered	Local	16
554.	RIOBA	Pakistan		251150	251150	registered	Local	18
555.	RIOBA	Pakistan		251149	251149	registered	Local	19




Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
556.	RIOBA	Pakistan		251139	251139	registered	Local	20
557.	RIOBA	Pakistan		251140	251140	registered	Local	21
558.	RIOBA	Pakistan		251141	251141	registered	Local	24
559.	RIOBA	Pakistan		251142	251142	registered	Local	25
560.	RIOBA	Poland		949226	949226	registered	IR nationally protective part	7, 8, 11, 20, 21, 29, 30, 31, 32, 33, 34, 43
561.	RIOBA	Poland		982556	982556	registered	IR nationally protective part	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25
562.	RIOBA	Portugal		949226	949226	registered	IR nationally protective part	7, 8, 11, 20, 21, 29, 30, 31, 32, 33, 34, 43
563.	RIOBA	Portugal		982556	982556	registered	IR nationally protective part	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25




Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
564.	RIOBA	Moldova		949226	949226	registered	IR nationally protective part	7, 8, 11, 20, 21, 29, 30, 31, 32, 33, 34, 43
565.	RIOBA	Moldova		982556	982556	registered	IR nationally protective part	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25
566.	RIOBA	Romania		949226	949226	registered	IR nationally protective part	7, 8, 11, 20, 21, 29, 30, 31, 32, 33, 34, 43
567.	RIOBA	Romania		982556	982556	registered	IR nationally protective part	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25
568.	RIOBA	Russia		949226	949226	registered	IR nationally protective part	7, 8, 11, 20, 21, 29, 30, 31, 32, 33, 34, 43
569.	RIOBA	Russia		982556	982556	registered	IR nationally protective part	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25
570.	RIOBA	Russia		1222670	1222670	registered	IR nationally protective part	30, 32, 43





Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
571.	RIOBA	Serbia		949226	949226	registered	IR nationally protective part	7, 8, 11, 20, 21, 29, 30, 31, 32, 33, 34, 43
572.	RIOBA	Serbia		982556	982556	registered	IR nationally protective part	9, 14, 16, 18, 19, 20, 24, 25
573.	RIOBA	Slovakia		982556	982556	registered	IR nationally protective part	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25
574.	RIOBA	Slovakia		949226	949226	registered	IR nationally protective part	7, 8, 11, 20, 21, 29, 30, 31, 32, 33, 34, 43
575.	RIOBA	Spain		949226	949226	registered	IR nationally protective part	7, 8, 11, 20, 21, 29, 30, 31, 32, 33, 34, 43
576.	RIOBA	Spain		982556	982556	registered	IR nationally protective part	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25
577.	RIOBA	Turkey		949226	949226	registered	IR nationally protective part	7, 8, 11, 20, 21, 29, 30, 31, 32, 33, 34, 43

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
578.	RIOBA	Turkey		982556	982556	registered	IR nationally protective part	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25
579.	RIOBA	Ukraine		949226	949226	registered	IR nationally protective part	7, 8, 11, 20, 21, 29, 30, 31, 32, 33, 34, 43
580.	RIOBA	Ukraine		982556	982556	registered	IR nationally protective part	7, 8, 9, 11, 14, 16, 18, 19, 20, 21, 24, 25
581.	SIGMA	Austria		448770	448770	registered	IR nationally protective part	9, 16
582.	SIGMA	Austria		469748	469748	registered	IR nationally protective part	3, 7, 9, 11, 16, 20
583.	SIGMA	Austria		479705	479705	registered	IR nationally protective part	9, 16, 18
584.	SIGMA	Austria		779806	779806	registered	IR nationally protective part	9, 16, 20
585.	SIGMA	Austria		3201/83	105180	registered	Local	9, 16, 42

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
586.	SIGMA	Austria		1121950	1121950	registered	IR nationally protective part	2, 6, 9, 14, 16, 18, 21
587.	SIGMA	Austria		1140683	1140683	registered	IR nationally protective part	9
588.	SIGMA	Benelux		448770	448770	registered	IR nationally protective part	9, 16
589.	SIGMA	Benelux		469748	469748	registered	IR nationally protective part	3, 7, 9, 11, 16, 20
590.	SIGMA	Benelux		479705	479705	registered	IR nationally protective part	9, 16, 18
591.	SIGMA	Benelux		779806	779806	registered	IR nationally protective part	9, 16, 20
592.	SIGMA	Benelux		1121950	1121950	registered	IR nationally protective part	2, 6, 9, 14, 16, 18, 21







Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
593.	SIGMA	Benelux		1140683	1140683	registered	IR nationally protective part	9
594.	SIGMA	Bulgaria		469748	469748	registered	IR nationally protective part	3, 7, 9, 11, 16, 20
595.	SIGMA	Bulgaria		479705	479705	registered	IR nationally protective part	9, 16, 18
596.	SIGMA	Bulgaria		779806	779806	registered	IR nationally protective part	9, 16, 20
597.	SIGMA	Bulgaria		1121950	1121950	registered	IR nationally protective part	2, 6, 9, 14, 16, 18, 21
598.	SIGMA	Bulgaria		1140683	1140683	registered	IR nationally protective part	9
599.	SIGMA	China		650364	650364	registered	IR nationally protective part	16

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
600.	SIGMA	China		779806	779806	registered	IR nationally protective part	9, 16, 20
601.	SIGMA	China		646934	646934	registered	IR nationally protective part	3, 7, 9, 16, 20
602.	SIGMA	China		1087534	1087534	registered	Local	16
603.	SIGMA	China		2000048398	2020097	registered	Local	28
604.	SIGMA	China		5140358	5140358	registered	Local	9
605.	SIGMA	China		867777	867777	registered	IR nationally protective part	3, 6, 7, 16, 20
606.	SIGMA	China		1121950		filed	IR nationally protective part	6, 7, 9, 14, 18, 21
607.	SIGMA	China		1140683		filed	IR nationally protective part	9
608.	SIGMA	Croatia		469748	469748	registered	IR nationally protective part	3, 7, 9, 11, 16, 20






Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
609.	SIGMA	Croatia		779806	779806	registered	IR nationally protective part	9, 16, 20
610.	SIGMA	Croatia		Z20000919A	Z20000919	registered	Local	9, 16
611.	SIGMA	Croatia		867777	867777	registered	IR nationally protective part	6
612.	SIGMA	Croatia		1121950	1121950	registered	IR nationally protective part	2, 6, 7, 9, 14, 18, 21
613.	SIGMA	Croatia		1140683	1140683	registered	IR nationally protective part	9
614.	SIGMA	EU		003446218	003446218	registered	Union trademark	3, 6, 7, 9, 16, 20
615.	SIGMA	France		448770	448770	registered	IR nationally protective part	9, 16
616.	SIGMA	France		469748	469748	registered	IR nationally protective part	3, 7, 9, 11, 16, 20

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
617.	SIGMA	France		479705	479705	registered	IR nationally protective part	9, 16, 18
618.	SIGMA	France		779806	779806	registered	IR nationally protective part	9, 16, 20
619.	SIGMA	France		INPI681875	1263856	registered	Local	9, 16, 42
620.	SIGMA	France	SIGMA	1121950	1121950	registered	IR nationally protective part	2, 6, 9, 14, 18, 21
621.	SIGMA	France	SIGMA	1140683	1140683	registered	IR nationally protective part	9
622.	SIGMA	Germany		479705	479705	registered	IR nationally protective part	9, 16, 18
623.	SIGMA	Germany		779806	779806	registered	IR nationally protective part	9, 16, 20
624.	SIGMA	Germany		M50768	1034644	registered	Local	20
625.	SIGMA	Germany		M51136	1038083	registered	Local	9





Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
626.	SIGMA	Germany		M51904	1040484	registered	Local	3, 9, 16
627.	SIGMA	Germany		M53627	1070614	registered	Local	9, 16
628.	SIGMA	Germany	SIGMA	39848343.4	39848343	registered	Local	3, 6, 8, 9, 11, 16, 20
629.	SIGMA	Germany		302011020222	302011020222	registered	Local	6, 16, 18
630.	SIGMA	Germany	SIGMA	302011056594.5	302011056594	registered	Local	1, 2, 6, 7, 9, 14, 16, 18, 20, 21
631.	SIGMA	Germany	SIGMA	302012042727.8	302012042727	registered	Local	9
632.	SIGMA	Germany		469748	469748	registered	IR nationally protective part	3, 7, 9, 11, 16, 20
633.	SIGMA	Hungary		469748	469748	registered	IR nationally protective part	3, 7, 9, 11, 16, 20
634.	SIGMA	Hungary		479705	479705	registered	IR nationally protective part	9, 16, 18
635.	SIGMA	Hungary		779806	779806	registered	IR nationally protective part	9, 16, 20





Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
636.	SIGMA	Hungary		867777	867777	registered	IR nationally protective part	6
637.	SIGMA	Hungary		1121950	1121950	registered	IR nationally protective part	2, 6, 9, 14, 18, 21
638.	SIGMA	Hungary		1140683	1140683	registered	IR nationally protective part	9
639.	SIGMA	India		972831		filed	Local	9
640.	SIGMA	India		972830	972830	registered	Local	16
641.	SIGMA	India		1490831		filed	Local	3, 6, 7, 9, 11, 16, 20
642.	SIGMA	India		2221271		filed	Local	2, 6, 9, 14, 18, 21
643.	SIGMA	India		2411608		filed	Local	9
644.	SIGMA	Italy		448770	448770	registered	IR nationally protective part	9, 16






Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
645.	SIGMA	Italy		469748	469748	registered	IR nationally protective part	3, 7, 9, 11, 16, 20
646.	SIGMA	Italy		479705	479705	registered	IR nationally protective part	9, 16, 18
647.	SIGMA	Italy		779806	779806	registered	IR nationally protective part	9, 16, 20
648.	SIGMA	Italy		34182003	1574683	registered	Local	9, 16, 42
649.	SIGMA	Italy	SIGMA	1121950	1121950	registered	IR nationally protective part	2, 6, 9, 14, 18, 21
650.	SIGMA	Italy	SIGMA	1140683	1140683	registered	IR nationally protective part	9
651.	SIGMA	Japan		H07-038185	4215631	registered	Local	16
652.	SIGMA	Japan		H07-038184	4185468	registered	Local	9
653.	SIGMA	Japan		S56-080907	2359385	registered	Local	7, 9, 16
654.	SIGMA	Japan		S56-105599	2720239	registered	Local	7, 8, 9, 10, 11, 12, 21






Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
655.	SIGMA	Japan		867777	867777	registered	IR nationally protective part	7, 9, 16
656.	SIGMA	Japan		1121950	1121950	registered	IR nationally protective part	2, 7, 9, 16, 18, 20, 21
657.	SIGMA	Japan		1140683	1140683	registered	IR nationally protective part	9
658.	SIGMA	Kazakhstan		867777	867777	registered	IR nationally protective part	3, 6, 7, 9, 11, 16, 20
659.	SIGMA	Kazakhstan		1121950	1121950	registered	IR nationally protective part	2, 6, 7, 9, 14, 16, 18, 21
660.	SIGMA	Pakistan		217623	217623	registered	Local	3
661.	SIGMA	Pakistan		217624	217624	registered	Local	6
662.	SIGMA	Pakistan		217625	217625	registered	Local	7
663.	SIGMA	Pakistan		217602	217602	registered	Local	9
664.	SIGMA	Pakistan		217603	217603	registered	Local	11




Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
665.	SIGMA	Pakistan		217604	217604	registered	Local	16
666.	SIGMA	Pakistan		217605	217605	registered	Local	18
667.	SIGMA	Pakistan		217606	217606	registered	Local	20
668.	SIGMA	Pakistan	SIGMA	308780		filed	Local	2
669.	SIGMA	Pakistan	SIGMA	308781	308781	registered	Local	6
670.	SIGMA	Pakistan	SIGMA	308782		filed	Local	9
671.	SIGMA	Pakistan	SIGMA	308783	308783	registered	Local	14
672.	SIGMA	Pakistan	SIGMA	308784	308784	registered	Local	16
673.	SIGMA	Pakistan	SIGMA	308785	308785	registered	Local	18
674.	SIGMA	Pakistan	SIGMA	308786	308786	registered	Local	21
675.	SIGMA	Pakistan	SIGMA	328175	328175	registered	Local	9
676.	SIGMA	Poland		779806	779806	registered	IR nationally protective part	9, 16, 20
677.	SIGMA	Poland		69348	69348	registered	Local	9, 16, 20






Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
678.	SIGMA	Poland		867777	867777	registered	IR nationally protective part	3, 6, 7, 9, 16
679.	SIGMA	Poland		1121950		filed	IR nationally protective part	2, 6, 9, 14, 16, 18, 21
680.	SIGMA	Poland		1140683		filed	IR nationally protective part	9
681.	SIGMA	Portugal		469748	469748	registered	IR nationally protective part	16, 20
682.	SIGMA	Portugal		479705	479705	registered	IR nationally protective part	16, 18
683.	SIGMA	Portugal		779806	779806	registered	IR nationally protective part	9, 16, 20
684.	SIGMA	Portugal		1121950	1121950	registered	IR nationally protective part	2, 6, 9, 14, 16, 18, 21


Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
685.	SIGMA	Portugal		1140683	1140683	registered	IR nationally protective part	9
686.	SIGMA	Republic of Moldova		015677	13381	registered	Local	3, 6, 7, 9, 11, 16, 18, 20
687.	SIGMA	Republic of Moldova		1121950	1121950	registered	IR nationally protective part	2, 6, 9, 14, 16, 18, 21
688.	SIGMA	Republic of Moldova		1140683	1140683	registered	IR nationally protective part	9
689.	SIGMA	Romania		650364	650364	registered	IR nationally protective part	9, 16, 18
690.	SIGMA	Romania		779806	779806	registered	IR nationally protective part	9, 16, 20
691.	SIGMA	Romania		646934	646934	registered	IR nationally protective part	3, 7, 9, 16, 20
692.	SIGMA	Romania		38397	34854	registered	Local	9, 16, 28

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
693.	SIGMA	Romania		867777	867777	registered	IR nationally protective part	3, 6
694.	SIGMA	Romania		1121950	1121950	registered	IR nationally protective part	2, 6, 9, 14, 16, 18, 21
695.	SIGMA	Romania		1140683	1140683	registered	IR nationally protective part	9
696.	SIGMA	Russia		469748	469748	registered	IR nationally protective part	3, 7, 9, 11, 16, 20
697.	SIGMA	Russia		779806	779806	registered	IR nationally protective part	9, 16, 20
698.	SIGMA	Russia		867777	867777	registered	IR nationally protective part	6
699.	SIGMA	Russia		1121950	1121950	registered	IR nationally protective part	2, 6, 7, 9, 16, 18, 21

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
700.	SIGMA	Russia		1140683	1140683	registered	IR nationally protective part	9
701.	SIGMA	Serbia		z-1418/04	52702	registered	Local	3, 6, 7, 9, 11, 16, 18, 20
702.	SIGMA	Serbia		1121950	1121950	registered	IR nationally protective part	2, 6, 9, 14, 18, 21
703.	SIGMA	Serbia		1140683	1140683	registered	IR nationally protective part	9
704.	SIGMA	Slovakia		469748	469748	registered	IR nationally protective part	3, 7, 9, 11, 16, 20
705.	SIGMA	Slovakia		479705	479705	registered	IR nationally protective part	18
706.	SIGMA	Slovakia		779806	779806	registered	IR nationally protective part	9, 16, 20
707.	SIGMA	Slovakia		1121950	1121950	registered	IR nationally protective part	2, 6, 9, 14, 18, 21

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
708.	SIGMA	Slovakia		1140683	1140683	registered	IR nationally protective part	9
709.	SIGMA	Spain		469748	469748	registered	IR nationally protective part	20
710.	SIGMA	Spain		479705	479705	registered	IR nationally protective part	18
711.	SIGMA	Spain		779806	779806	registered	IR nationally protective part	20
712.	SIGMA	Spain		2500319	2500319	registered	Local	9, 16
713.	SIGMA	Spain		1121950	1121950	registered	IR nationally protective part	2, 6, 9, 14, 18, 21
714.	SIGMA	Spain		1140683	1140683	registered	IR nationally protective part	9
715.	SIGMA	Turkey		53427/89	117068	registered	Local	8, 9, 16, 20, 21

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
716.	SIGMA	Turkey		867777	867777	registered	IR nationally protective part	3, 6
717.	SIGMA	Turkey		1121950	1121950	registered	IR nationally protective part	6, 9, 14, 16, 21
718.	SIGMA	Turkey		1140683		filed	IR nationally protective part	9
719.	SIGMA	Ukraine		779806	779806	registered	IR nationally protective part	16, 20
720.	SIGMA	Ukraine		469748	469748	registered	IR nationally protective part	3, 9, 16, 20
721.	SIGMA	Ukraine		479705	479705	registered	IR nationally protective part	16, 18
722.	SIGMA	Ukraine		200510437	98112	registered	Local	3, 6, 7, 9, 11, 16, 18, 20
723.	SIGMA	Ukraine		1121950	1121950	registered	IR nationally protective part	2, 6, 9, 14, 18, 21

Ser. no.	Trade-mark	Country	Logo	Application no.	Registration no.	Status	Nature of right	International classes
724.	SIGMA	Ukraine		1140683	1140683	registered	IR nationally protective part	9

Annex 5.5.a)
Hive-Down Assets
Bank accounts (MWFS Business Division)

Ser. no.	Account holder	Account bank	Currency	IBAN or account number and BIC
1.	METRO AG	UniCredit Bank AG	EUR	DE44 3022 0190 0019 9719 45
2.	METRO AG	HSBC Trinkaus & Burkhardt AG	EUR	DE80 3003 0880 0000 1110 15
3.	METRO AG	Raiffeisenbank Moskau	EUR	40807978100001301114 (account number Russia); BIC 044525700
4.	METRO AG	Raiffeisenbank Moskau	RUB	40807810500002301114 (account number Russia); BIC 044525700
5.	METRO AG	Raiffeisenbank Moskau	RUB	40807810200000000173 (account number Russia); BIC 044525700
6.	METRO AG	Raiffeisenbank Moskau	USD	40807840800002301114 (account number Russia); BIC 044525700

Ser. no.	Account holder	Account bank	Currency	IBAN or account number and BIC
7.	METRO AG	Yapi Kredi Bank Istanbul	EUR	TR29 0006 7010 0000 0071 4787 79
8.	METRO AG	Yapi Kredi Bank Istanbul	EUR	TR74 0006 7010 0000 0088 2351 49
9.	METRO AG	Yapi Kredi Bank Istanbul	TRY	TR66 0006 7010 0000 0071 4652 12
10.	METRO AG	Yapi Kredi Bank Istanbul	TRY	TR04 0006 7010 0000 0088 2351 48
11.	METRO AG	ING Bank Śląski SA Warschau	EUR	PL65 1050 0086 1000 0090 3006 4266
12.	METRO AG	ING Bank Śląski SA Warschau	PLN	PL87 1050 0086 1000 0090 3006 4258
13.	METRO AG	Commerzbank Aktiengesellschaft	EUR	DE91 3008 0000 0222 4410 06
14.	METRO AG	Commerzbank Aktiengesellschaft	EUR	DE59 3008 0000 0222 4410 00
15.	METRO AG	Commerzbank Aktiengesellschaft	EUR	DE72 3004 0000 0245 1318 00
16.	METRO AG	Commerzbank Aktiengesellschaft	EUR	DE64 3008 0000 0222 4410 07
17.	METRO AG	Helaba, Düsseldorf branch	EUR	DE67 3005 0000 0004 9266 63
18.	METRO AG	HSBC Trinkaus & Burkhardt AG	AED	DE32 3003 0880 4000 1112 58

Ser. no.	Account holder	Account bank	Currency	IBAN or account number and BIC
19.	METRO AG	HSBC Trinkaus & Burkhardt AG	AUD	DE07 3003 0880 4000 1112 23
20.	METRO AG	HSBC Trinkaus & Burkhardt AG	BGN	DE41 3003 0880 4000 1110 96
21.	METRO AG	HSBC Trinkaus & Burkhardt AG	EUR	DE58 3003 0880 0000 1110 23
22.	METRO AG	HSBC Trinkaus & Burkhardt AG	CHF	DE29 3003 0880 4000 1111 18
23.	METRO AG	HSBC Trinkaus & Burkhardt AG	CNY	DE29 3003 0880 4000 1112 15
24.	METRO AG	HSBC Trinkaus & Burkhardt AG	CZK	DE07 3003 0880 4000 1111 26
25.	METRO AG	HSBC Trinkaus & Burkhardt AG	DKK	DE82 3003 0880 4000 1111 34
26.	METRO AG	HSBC Trinkaus & Burkhardt AG	EUR	DE05 3003 0880 0000 1110 07
27.	METRO AG	HSBC Trinkaus & Burkhardt AG	GBP	DE07 3003 0880 4000 1110 29
28.	METRO AG	HSBC Trinkaus & Burkhardt AG	HKD	DE82 3003 0880 4000 1112 31

Ser. no.	Account holder	Account bank	Currency	IBAN or account number and BIC
29.	METRO AG	HSBC Trinkaus & Burkhardt AG	HRK	DE60 3003 0880 4000 1111 42
30.	METRO AG	HSBC Trinkaus & Burkhardt AG	HUF	DE10 3003 0880 4000 1111 69
31.	METRO AG	HSBC Trinkaus & Burkhardt AG	JPY	DE82 3003 0880 4000 1110 37
32.	METRO AG	HSBC Trinkaus & Burkhardt AG	PLN	DE85 3003 0880 4000 1111 77
33.	METRO AG	HSBC Trinkaus & Burkhardt AG	RON	DE63 3003 0880 4000 1111 85
34.	METRO AG	HSBC Trinkaus & Burkhardt AG	RUB	DE51 3003 0880 4000 1112 07
35.	METRO AG	HSBC Trinkaus & Burkhardt AG	SGD	DE38 3003 0880 4000 1110 53
36.	METRO AG	HSBC Trinkaus & Burkhardt AG	THB	DE10 3003 0880 4000 1112 66
37.	METRO AG	HSBC Trinkaus & Burkhardt AG	TRY	DE60 3003 0880 4000 1110 45
38.	METRO AG	HSBC Trinkaus & Burkhardt AG	USD	DE57 3003 0880 4000 1110 02

Ser. no.	Account holder	Account bank	Currency	IBAN or account number and BIC
39.	METRO AG	DZ Bank AG	EUR	DE87 5006 0400 0000 1572 60
40.	METRO AG	UniCredit Bank AG	AED	DE31 3022 0190 0024 9407 13
41.	METRO AG	UniCredit Bank AG	AUD	DE09 3022 0190 0024 9407 21
42.	METRO AG	UniCredit Bank AG	EUR	DE02 3022 0190 0019 6688 00
43.	METRO AG	UniCredit Bank AG	BGN	DE49 3022 0190 0019 6708 64
44.	METRO AG	UniCredit Bank AG	EUR	DE71 3022 0190 0020 9184 70
45.	METRO AG	UniCredit Bank AG	CHF	DE27 3022 0190 0019 6708 72
46.	METRO AG	UniCredit Bank AG	CZK	DE05 3022 0190 0019 6708 80
47.	METRO AG	UniCredit Bank AG	DKK	DE74 3022 0190 0019 6708 99
48.	METRO AG	UniCredit Bank AG	EUR	DE29 3022 0190 0019 6697 69
49.	METRO AG	UniCredit Bank AG	GBP	DE42 3022 0190 0020 2074 00
50.	METRO AG	UniCredit Bank AG	HKD	DE57 3022 0190 0024 9407 30
51.	METRO AG	UniCredit Bank AG	HRK	DE90 3022 0190 0019 6709 02
52.	METRO AG	UniCredit Bank AG	HUF	DE40 3022 0190 0019 6709 29
53.	METRO AG	UniCredit Bank AG	JPY	DE41 3022 0190 0020 2074 18

Ser. no.	Account holder	Account bank	Currency	IBAN or account number and BIC
54.	METRO AG	UniCredit Bank AG	PLN	DE18 3022 0190 0019 6709 37
55.	METRO AG	UniCredit Bank AG	RON	DE93 3022 0190 0019 6709 45
56.	METRO AG	UniCredit Bank AG	RSD	DE88 3022 0190 0019 9702 80
57.	METRO AG	UniCredit Bank AG	RUB	DE27 3022 0190 0020 3955 59
58.	METRO AG	UniCredit Bank AG	SGD	DE19 3022 0190 0020 2074 26
59.	METRO AG	UniCredit Bank AG	THB	DE40 3022 0190 0025 0826 56
60.	METRO AG	UniCredit Bank AG	TRY	DE94 3022 0190 0020 2074 34
61.	METRO AG	UniCredit Bank AG	USD	DE35 3022 0190 0020 2078 17
62.	METRO AG	UniCredit Bank AG	EUR	DE50 3022 0190 0022 1555 98
63.	METRO AG	Deutsche Bank AG	EUR	DE24 3007 0010 0344 4411 00

Annex 5.5.b).1
Hive-Down Assets
Collateral, joint obligations and liabilities (METRO AG) (MWFS Business Division)

Guarantees for rent

Ser. no.	Collateral provider	Purpose (location)	Debtor	End of term
1.	METRO AG	Plauen-Kauschwitz	METRO Group Asset Management Services GmbH	30/11/2024
2.	METRO AG	Berlin-Treptow, Park-Center	METRO Group Asset Management Services GmbH	30/09/2018
3.	METRO AG	Berlin-Treptow, car park	METRO Group Asset Management Services GmbH	30/09/2018
4.	METRO AG	Berlin-Hellersdorf, Marktplatz-C.	METRO Group Asset Management Services GmbH	30/06/2019
5.	METRO AG	Berlin-Hellersdorf, car park	METRO Group Asset Management Services GmbH	30/06/2019

Ser. no.	Collateral provider	Purpose (location)	Debtor	End of term
6.	METRO AG	Altlandsberg, Hönower Chaussee	METRO Group Asset Management Services GmbH	30/11/2023
7.	METRO AG	SIEBEN SEEN CENTER Schwerin	METRO Group Asset Management Services GmbH	30/11/2025
8.	METRO AG	STERN-CENTER Sindelfingen	METRO Group Asset Management Services GmbH	31/03/2022
9.	METRO AG	THÜR. EINKAUFSCENTER Erfurt, Rudolfstr.	METRO Group Asset Management Services GmbH	17/07/2026
10.	METRO AG	Hemer, Urbecker Straße 127	METRO Group Asset Management Services GmbH	31/12/2023
11.	METRO AG	Szczecin, ul. Struga 36, 70-784	real ,- Sp. z o.o. i Spółka spółka komandytowa	30/04/2024
12.	METRO AG	Lubin, ul. Jana Pawła II 3,59-300	real ,- Sp. z o.o. i Spółka spółka komandytowa	31/05/2025
13.	METRO AG	Legnica, ul. Fabryczna 3, 59-220	real ,- Sp. z o.o. i Spółka spółka komandytowa	30/04/2024

Ser. no.	Collateral provider	Purpose (location)	Debtor	End of term
14.	METRO AG	Rybnik, ul. Kotucza 100, 44-210	real ,- Sp. z o.o. i Spółka spółka komandytowa	31/05/2025
15.	METRO AG	Grudziadz, ul. Poludniowa 8, 86-300	real ,- Sp. z o.o. i Spółka spółka komandytowa	30/04/2024
16.	METRO AG	Nowy Sacz, ul. Gorzkowska 32, 33-300	real ,- Sp. z o.o. i Spółka spółka komandytowa	30/04/2024
17.	METRO AG	Walbrzych, ul. Kusocińskiego 4,58-309	real ,- Sp. z o.o. i Spółka spółka komandytowa	30/04/2024
18.	METRO AG	Myslowice, ul. Katowicka 75, 41-400	real ,- Sp. z o.o. i Spółka spółka komandytowa	30/04/2024
19.	METRO AG	Opole, ul. Sosnkowskiego 16, 45-267	real ,- Sp. z o.o. i Spółka spółka komandytowa	30/04/2024
20.	METRO AG	Olsztyn, Al. Gen Wł.Sikorskiego 2B,10-088	real ,- Sp. z o.o. i Spółka spółka komandytowa	30/04/2024
21.	METRO AG	Dabrowa Gornicza, ul. Katowicka 1, 41-300	real ,- Sp. z o.o. i Spółka spółka komandytowa	30/04/2024
22.	METRO AG	Zgorzelec, ul. Słowiańska 3, 59-900	real ,- Sp. z o.o. i Spółka spółka komandytowa	31/12/2018
23.	METRO AG	Kielce, ul. Radomska 8, 25-451	real ,- Sp. z o.o. i Spółka spółka komandytowa	30/04/2024

Ser. no.	Collateral provider	Purpose (location)	Debtor	End of term
24.	METRO AG	Lublin, ul. Witolda Chodźki 14,20-096	real ,- Sp. z o.o. i Spółka spółka komandytowa	30/04/2024
25.	METRO AG	Kobylnica (Slupsk), ul. Szczecinska 6, 76-251	real ,- Sp. z o.o. i Spółka spółka komandytowa	30/04/2024
26.	METRO AG	Rzeszów, Al. Witosa 21, 35-115	real ,- Sp. z o.o. i Spółka spółka komandytowa	11/12/2022
27.	METRO AG	Gdańsk, ul. Kolobrzaska 32, 80-394	real ,- Sp. z o.o. i Spółka spółka komandytowa	30/04/2024
28.	METRO AG	Warszawa, ul. Połczyńska 4 , 01-378	real ,- Sp. z o.o. i Spółka spółka komandytowa	30/10/2016
29.	METRO AG	Szczecin, Al. Wyzwolenia 18/20, 70-554	real ,- Sp. z o.o. i Spółka spółka komandytowa	14/03/2035
30.	METRO AG	KRAKOWSKA GEBÄUDE Al. Krakowska 61, 02-183 Warszawa	METRO PROPERTIES Sp. z o.o.	28/02/2024
31.	METRO AG	TYCHY Al. Bielska 107, 43-100 Tychy	METRO PROPERTIES Sp. z o.o.	30/04/2024
32.	METRO AG	GBS GEMINI AREA OLSZTYN Gen. Sikorskeigo 2B, 10-088 Olsztyn	METRO PROPERTIES Sp. z o.o.	30/04/2024

Ser. no.	Collateral provider	Purpose (location)	Debtor	End of term
33.	METRO AG	GBS OBIEKT 47 KIELCE Radomska 8, 25-451 Kielece	METRO PROPERTIES Sp. z o.o.	30/04/2024
34.	METRO AG	GBS OBIEKT 6 OPOLE Sosnkowskiego 16, 445-273 Opole	METRO PROPERTIES Sp. z o.o.	30/04/2024
35.	METRO AG	GBS OBIEKT I CZESTOCHOWA ul. Kisielewskiego 8/16, 42-200 Czestochowa	METRO PROPERTIES Sp. z o.o.	30/04/2024
36.	METRO AG	GBS OBIEKT 7 CZELADZ ul. Bedzinska 80, 41-250 Czeladz	METRO PROPERTIES Sp. z o.o.	30/04/2024
37.	METRO AG	GBS POLSKA POZNAN Ul. Szwarzcarska 14, 61-285 Poznan	METRO PROPERTIES Sp. z o.o.	30/04/2024
38.	METRO AG	GBS OBIEKT 12 BYTOM ul. Strzelcow Bytomskich 96, 41-914 Bytom	METRO PROPERTIES Sp. z o.o.	30/04/2024
39.	METRO AG	GBS OBIEKT 13 RADOM Al. Grzeczmarowskiego 28, 26-604 Radom	METRO PROPERTIES Sp. z o.o.	30/04/2024
40.	METRO AG	GBS OBIEKT 18 MARKI Al. J. Pilsudskiego 1, 05-270 Marki	METRO PROPERTIES Sp. z o.o.	30/04/2024

Ser. no.	Collateral provider	Purpose (location)	Debtor	End of term
41.	METRO AG	GBS OBJEKT 10 ŁÓDZ 1 Ul. Brzezinska 27/29, 92-103 Lodz	METRO PROPERTIES Sp. z o.o.	30/04/2024
42.	METRO AG	GBS OBJEKT II KRAKOW Aleja Pokoju 67, 31-580 Krakow	METRO PROPERTIES Sp. z o.o.	30/04/2024
43.	METRO AG	GBS OBJEKT 23 ZABRZE Ul. Plutonowego Ryszarda Szkubacza 1, 41-800 Zabrze	METRO PROPERTIES Sp. z o.o.	30/04/2024
44.	METRO AG	Ratingen, Am Sandbach 30 (real ,- Ratingen)	GKF Vermögensverwaltungsgesellschaft mbH & Co. Objekt Ratingen KG	31/03/2021
45.	METRO AG	Aachen, Breslauer Straße 35	ASSET Zweite Immobilienbeteiligungen GmbH	31/12/2018
46.	METRO AG	Bitterfeld, Anhaltstraße 74	ASSET Zweite Immobilienbeteiligungen GmbH	30/11/2020
47.	METRO AG	Böblingen, Otto-Lilienthal-Str. 24	ASSET Zweite Immobilienbeteiligungen GmbH	30/09/2023

Ser. no.	Collateral provider	Purpose (location)	Debtor	End of term
48.	METRO AG	Finowfurt-Eberswalde, An der B 167	ASSET Zweite Immobilienbeteiligungen GmbH	28/02/2024
49.	METRO AG	Hamm-Heesen, Münsterstraße 183	ASSET Zweite Immobilienbeteiligungen GmbH	30/11/2024
50.	METRO AG	Hannover-Linden, Davenstedter Str. 80	ASSET Zweite Immobilienbeteiligungen GmbH	31/12/2020
51.	METRO AG	Hürth, Theresienhöhe	ASSET Zweite Immobilienbeteiligungen GmbH	30/06/2017
52.	METRO AG	Krefeld, Mevissenstraße 60	ASSET Zweite Immobilienbeteiligungen GmbH	31/12/2018
53.	METRO AG	Ludwigshafen-Oggersheim, Oderstraße 2	ASSET Zweite Immobilienbeteiligungen GmbH	30/04/2022
54.	METRO AG	Mönchengladbach, Reyerhütte 1	ASSET Zweite Immobilienbeteiligungen GmbH	31/05/2020

Ser. no.	Collateral provider	Purpose (location)	Debtor	End of term
55.	METRO AG	Neuss, Bataverstraße 93	ASSET Zweite Immobilienbeteiligungen GmbH	31/01/2025
56.	METRO AG	Nürtingen, Eichendorffstraße 51	ASSET Zweite Immobilienbeteiligungen GmbH	30/04/2022
57.	METRO AG	Rhede, Gronauer Straße 21	ASSET Zweite Immobilienbeteiligungen GmbH	31/12/2026
58.	METRO AG	Stralsund, Gustower Weg 3	ASSET Zweite Immobilienbeteiligungen GmbH	30/09/2020
59.	METRO AG	Gäufelden, Siedlerstraße 1	GKF Vermögensverwaltungsgesellschaft mbH & Co. Objekt Gäufelden KG	31/05/2034
60.	METRO AG	Horten Hannover, Seilwinderstr 8	GALERIA Kaufhof GmbH	31/01/2022
61.	METRO AG	Galeria Kaufhof Neuss	GALERIA Kaufhof GmbH	31/12/2021
62.	METRO AG	Bischofsheim, Am Schindberg 1-3	ASSET Immobilienbeteiligungen GmbH	30/06/2026

Ser. no.	Collateral provider	Purpose (location)	Debtor	End of term
63.	METRO AG	Core Campus Düsseldorf, METRO-Straße und Schlüterstraße	METRO Services GmbH	30/06/2029
64.	METRO AG	Düsseldorf, Friedrichstr. 152	real,- SB-Warenhaus GmbH	31/12/2026
65.	METRO AG	Mönchengladbach, Krefelder Str. 141	real,- SB-Warenhaus GmbH	31/12/2017
66.	METRO AG	Heiligenhaus, Velberter Str. 38-44	real,- SB-Warenhaus GmbH	30/06/2025
67.	METRO AG	Essen, Haedenkampstraße 21	real,- SB-Warenhaus GmbH	30/09/2028
68.	METRO AG	Beylikdüzü (real)	EE für 3119 - Metro Properties Gayrimenkul Yatirim A.Ş.	31/08/2027
69.	METRO AG	Bocholt, Ostwall 51	OB Beteiligungsgesellschaft mbH	30/09/2017
70.	METRO AG	Münster, Warendorfer Str. 189	OB Beteiligungsgesellschaft mbH	30/09/2026
71.	METRO AG	Bayrampasa (Forum Istanbul Store)	TURKMALL IKI EMLAK YATITIM INSAAT VE TICARET A.S.	31/10/2024
72.	METRO AG	Lager Norf (Kaufhof)	GALERIA Kaufhof GmbH	31/12/2017
73.	METRO AG	Lager Köln-Porz (Kaufhof)	GALERIA Kaufhof GmbH	31/12/2017

Ser. no.	Collateral provider	Purpose (location)	Debtor	End of term
74.	METRO AG	2830 Willebroek, Schoondonkweg	MAKRO Cash & Carry Belgium NV	31/08/2027
75.	METRO AG	Lager Frechen (Kaufhof)	GALERIA Kaufhof GmbH	31/12/2017
76.	METRO AG	Braila, 5 Transilvaniei Street	METRO Cash & Carry Romania SRL	14/12/2020
77.	METRO AG	Deva, Hunddoara County	METRO Cash & Carry Romania SRL	30/09/2023
78.	METRO AG	Bukarest, 51 Theodor Pallady Blvd., Sector 3 (Policolor)	METRO Cash & Carry Romania SRL	14/01/2025
79.	METRO AG	Bukarest, 51 Theodor Pallady Blvd., Sector 3 (Hauptverwaltung)	METRO Cash & Carry Romania SRL	31/08/2025

Other collateral, joint obligations and liabilities

Ser. no.	Collateral provider	Agreement number pursuant to SAP-TR	Start of term	End of term
1.	METRO AG	1400010000240	31/03/2003	no limitation
2.	METRO AG	1400010000723	09/02/2004	no limitation
3.	METRO AG	1400010001018	02/08/2000	no limitation
4.	METRO AG	1400010001028	12/03/2012	no limitation
5.	METRO AG	1400010000864	11/03/2010	31/12/2016
6.	METRO AG	1400010000915	20/12/2010	16/01/2017
7.	METRO AG	1400010000935	09/03/2011	31/08/2018
8.	METRO AG	1400010001063	16/10/2012	31/05/2017
9.	METRO AG	1400010001150	01/07/2014	30/06/2017
10.	METRO AG	1400010001226	01/07/2015	31/07/2020
11.	METRO AG	1400010001228	01/06/2015	31/10/2020
12.	METRO AG	1400010000401	30/09/2004	31/12/2019
13.	METRO AG	1400010000452	01/04/2005	31/12/2017
14.	METRO AG	1400010000812	13/07/2009	30/07/2017

Ser. no.	Collateral provider	Agreement number pursuant to SAP-TR	Start of term	End of term
15.	METRO AG	1400010000877	03/05/2010	30/04/2017
16.	METRO AG	1400010001173	15/12/2014	31/12/2016
17.	METRO AG	1400010001138	21/03/2014	31/03/2017
18.	METRO AG	1400010001131	01/02/2014	31/01/2017
19.	METRO AG	1400010001238	15/07/2015	24/07/2017
20.	METRO AG	1400010000801	15/06/2009	30/04/2017
21.	METRO AG	1400010000353	23/03/2004	31/03/2017
22.	METRO AG	1400010000610	21/02/2007	30/06/2017
23.	METRO AG	1400010000612	12/03/2007	30/06/2017
24.	METRO AG	1400010000653	02/07/2007	31/01/2017
25.	METRO AG	1400010000852	31/10/2009	31/03/2017
26.	METRO AG	1400010001022	31/01/2012	31/01/2020
27.	METRO AG	1400010001050	19/07/2012	31/08/2018
28.	METRO AG	1400010001003	15/11/2011	no limitation
29.	METRO AG	1400010001025	01/03/2012	28/02/2018

Ser. no.	Collateral provider	Agreement number pursuant to SAP-TR	Start of term	End of term
30.	METRO AG	1400010000642	15/05/2007	01/06/2017
31.	METRO AG	1400010001159	01/10/2014	30/09/2017
32.	METRO AG	1400010000732	24/04/2008	31/05/2017
33.	METRO AG	1400010000736	22/04/2008	31/05/2017
34.	METRO AG	1400010001266	01/03/2016	30/11/2016
35.	METRO AG	1400010000556	19/04/2006	no limitation
36.	METRO AG	1400010000847	15/09/2009	31/12/2023
37.	METRO AG	1400010000897	06/09/2010	31/08/2017
38.	METRO AG	1400010001211	15/04/2015	31/12/2016
39.	METRO AG	1400010000547	31/03/2006	31/12/2019
40.	METRO AG	1400010000883	06/05/2010	no limitation
41.	METRO AG	1400010000958	20/05/2011	31/05/2018
42.	METRO AG	1400010001051	27/08/2012	30/09/2018
43.	METRO AG	1400010001269	29/03/2016	31/12/2016
44.	METRO AG	1400010001232	30/06/2015	no limitation

Ser. no.	Collateral provider	Agreement number pursuant to SAP-TR	Start of term	End of term
45.	METRO AG	1400010001231	30/06/2015	no limitation
46.	METRO AG	1400010001265	24/02/2016	31/12/2016
47.	METRO AG	1400010001254	29/01/2016	31/12/2016
48.	METRO AG	1400010001268	23/03/2016	31/03/2017
49.	METRO AG	1400010001248	28/09/2015	30/09/2017
50.	METRO AG	1400010001057	14/09/2012	31/12/2022
51.	METRO AG	1400010001164	30/10/2014	31/12/2016
52.	METRO AG	1400010001169	18/11/2014	30/09/2017
53.	METRO AG	1400010000880	19/05/2010	no limitation
54.	METRO AG	1400010000949	15/03/2011	no limitation
55.	METRO AG	1400010000983	01/10/2011	no limitation
56.	METRO AG	1400010000862	13/01/2010	31/12/2016
57.	METRO AG	1400010001244	18/09/2015	31/12/2018
58.	METRO AG	1400010001072	04/12/2012	no limitation
59.	METRO AG	1400010001243	10/09/2015	no limitation

Ser. no.	Collateral provider	Agreement number pursuant to SAP-TR	Start of term	End of term
60.	METRO AG	1400010000960	25/05/2011	no limitation
61.	METRO AG	1400010001247	27/10/2015	30/09/2017
62.	METRO AG	1400010000923	01/01/2011	no limitation
63.	METRO AG	1400010001174	01/12/2014	31/12/2033
64.	METRO AG	1400010001221	05/05/2015	01/08/2023
65.	METRO AG	1400010001175	20/01/2015	30/09/2017
66.	METRO AG	1400010000990	14/11/2011	no limitation
67.	METRO AG	1400010000559	26/04/2006	28/10/2020
68.	METRO AG	1400010000595	18/12/2006	14/12/2022
69.	METRO AG	1400010001093	15/02/2013	no limitation
70.	METRO AG	1400010000505	20/07/2004	20/07/2024
71.	METRO AG	1400010001167	01/11/2014	30/06/2017
72.	METRO AG	1400010001039	30/05/2012	no limitation
73.	METRO AG	1400010000941	12/04/2011	no limitation
74.	METRO AG	1400010000488	14/07/2004	no limitation

Ser. no.	Collateral provider	Agreement number pursuant to SAP-TR	Start of term	End of term
75.	METRO AG	1400010001246	27/10/2015	30/09/2017
76.	METRO AG	1400010001267	16/03/2016	31/03/2018
77.	METRO AG	1400010000931	22/02/2011	no limitation
78.	METRO AG	1400010000854	14/12/2009	no limitation
79.	METRO AG	1400010000580	07/09/2006	no limitation
80.	METRO AG	1400010000489	15/10/2003	no limitation
81.	METRO AG	1400010000490	15/10/2003	no limitation
82.	METRO AG	1400010000491	15/10/2003	no limitation
83.	METRO AG	1400010000494	13/12/2004	no limitation
84.	METRO AG	1400010000495	10/01/2005	no limitation
85.	METRO AG	1400010000829	23/09/2009	no limitation
86.	METRO AG	1400010001040	30/05/2012	no limitation
87.	METRO AG	1400010000735	25/04/2008	no limitation
88.	METRO AG	1400010000975	01/08/2011	no limitation
89.	METRO AG	1400010001163	30/10/2014	31/12/2016

Ser. no.	Collateral provider	Agreement number pursuant to SAP-TR	Start of term	End of term
90.	METRO AG	1400010000525	17/12/2004	no limitation
91.	METRO AG	1400010001107	01/06/2013	31/12/2016
92.	METRO AG	1400010001108	01/06/2013	31/12/2016
93.	METRO AG	1400010001198	01/10/2014	31/03/2018
94.	METRO AG	1400010001185	01/10/2014	no limitation
95.	METRO AG	1400010001199	01/10/2014	no limitation
96.	METRO AG	1400010001213	01/04/2015	31/12/2028
97.	METRO AG	1400010001220	03/04/2015	31/12/2020
98.	METRO AG	1400010001098	22/04/2013	no limitation
99.	METRO AG	1400010001162	30/10/2014	30/08/2027
100.	METRO AG	1400010001215	01/04/2015	27/06/2017
101.	MCCI	1400010001043	29/05/2012	29/05/2022
102.	METRO AG	1400010001006	01/12/2011	no limitation
103.	METRO AG	1400010001216	01/04/2015	no limitation
104.	METRO AG	1400010001217	01/04/2015	no limitation

Ser. no.	Collateral provider	Agreement number pursuant to SAP-TR	Start of term	End of term
105.	METRO AG	1400010001218	01/04/2015	no limitation
106.	METRO AG	1400010001186	01/10/2014	no limitation
107.	METRO AG	1400010001187	01/10/2014	no limitation
108.	METRO AG	1400010001188	01/10/2014	no limitation
109.	METRO AG	1400010001190	01/10/2014	no limitation
110.	METRO AG	1400010001191	01/10/2014	no limitation
111.	METRO AG	1400010001192	01/01/2015	no limitation
112.	METRO AG	1400010001193	01/10/2014	no limitation
113.	METRO AG	1400010001194	01/10/2014	no limitation
114.	METRO AG	1400010001195	01/10/2014	no limitation
115.	METRO AG	1400010001196	01/10/2014	no limitation
116.	METRO AG	1400010001197	01/10/2014	no limitation
117.	METRO AG	1400010001264	04/02/2016	no limitation
118.	METRO AG	1400010001270	07/04/2016	01/07/2017
119.	METRO AG	1400010001273	07/04/2016	no limitation
120.	METRO AG	1400010001278	01/06/2016	31/05/2022

Ser. no.	Collateral provider	Agreement number pursuant to SAP-TR	Start of term	End of term
121.	METRO AG	1400010001280	25/05/2016	no limitation
122.	METRO AG	1400010001281	08/07/2016	no limitation
123.	METRO AG	1400010001285	03/08/2016	31/12/2016
124.	METRO AG	1400010001286	18/08/2016	no limitation
125.	METRO AG	1400010001288	19/09/2016	19/10/2017
126.	METRO AG	1400010001290	27/09/2016	31/12/2017
127.	METRO AG	1400010001291	19/05/2016	no limitation
128.	METRO AG	1400010001292	22/09/2016	no limitation
129.	METRO AG	1400010001293	22/09/2016	no limitation
130.	METRO AG	1400010001300	26/09/2016	no limitation

Guarantees for bonds of Metro Finance B.V.

Ser. no.	Collateral provider	Agreement number of the guarantees pursuant to SAP-TR	Start of the term of the bonds	End of the term of the bonds	Original issue volume of the bonds	Outstanding nominal amount of the bonds on the Relevant Hive-Down Date	ISIN of the bonds
1.	METRO AG	1400010000962	01/06/2011	22/02/2017	EUR 750,000,000	EUR 621,700,000	DE000A1C92S3
2.	METRO AG	1400010001021	20/01/2012	20/01/2020	EUR 125,000,000	EUR 125,000,000	XS0731104591
3.	METRO AG	1400010001044	11/07/2012	11/07/2022	EUR 75,000,000	EUR 75,000,000	XS0801202069
4.	METRO AG	1400010001045	27/07/2012	27/07/2017	EUR 50,000,000	EUR 50,000,000	XS0807316558
5.	METRO AG	1400010001073	11/12/2012	11/05/2018	EUR 500,000,000	EUR 500,000,000	XS0863116231
Ser. no.	Collateral provider	Agreement number of the guarantee pursuant to SAP-TR	Secured claims				
6.	METRO AG	1400010000238	Interest claims under the bonds specified above under ser. no. 1-5				

Annex 5.5.b).2
Hive-Down Assets
Comfort letters

Ser. no.	Issuing party	Beneficiary	Debtor	Subject matter	Agreement date
1.	METRO AG	METRO Groß- und Lebensmitteleinzelhan del Holding GmbH	METRO Wholesale & Food Specialist AG	Comfort letter for the securing of claims under a share purchase and assignment agreement	26/09/2016
2.	METRO AG	METRO Erste Erwerbsgesellschaft mbH	METRO Wholesale & Food Specialist AG	Comfort letter for the securing of claims under a share purchase and assignment agreement	29/09/2016

Annex 5.5.c)
Hive-Down Assets
Collateral, joint obligations and liabilities (third parties) (MWFS Business Division)

Ser. no.	Collateral provider	Start of term	End of term	Agreement number pursuant to SAP-TR
1.	Commerzbank AG - guarantee account	01/02/2016	28/02/2017	1400010001262
2.	Commerzbank AG - guarantee account	01/02/2016	28/02/2017	1400010001255
3.	Commerzbank AG - guarantee account	25/09/2014	no limitation	1400010001160
4.	Commerzbank AG - guarantee account	24/08/1995	unlimited	1400010000192
5.	SEB AG	24/04/2007	31/12/2016	1400010000632
6.	SEB AG	24/04/2007	31/12/2017	1400010000633
7.	SEB AG	24/04/2007	31/12/2018	1400010000634
8.	SEB AG	31/08/2007	31/12/2018	1400010000673
9.	SEB AG	12/12/2007	31/12/2018	1400010000699
10.	Commerzbank AG - guarantee account	15/01/2008	unlimited	1400010000708
11.	SEB AG	04/12/2008	31/12/2019	1400010000773

Ser. no.	Collateral provider	Start of term	End of term	Agreement number pursuant to SAP-TR
12.	Commerzbank AG - guarantee account	16/10/2009	unlimited	1400010000836
13.	SEB AG	04/12/2009	31/12/2020	1400010000853
14.	SEB AG	16/12/2010	31/12/2021	1400010000910
15.	SEB AG	15/12/2011	31/12/2022	1400010001014
16.	SEB AG	19/12/2012	31/12/2023	1400010001079
17.	SEB AG	11/12/2013	31/12/2024	1400010001124
18.	SEB AG	10/12/2014	31/12/2025	1400010001170
19.	SEB AG	12/07/2007	31/12/2018	1400010000658
20.	SEB AG	17/07/2007	31/12/2018	1400010000659
21.	SEB AG	17/07/2007	31/12/2017	1400010000660
22.	SEB AG	19/07/2007	31/12/2016	1400010000661
23.	SEB AG	12/12/2007	31/12/2018	1400010000697
24.	SEB AG	23/11/2009	31/12/2017	1400010000848
25.	SEB AG	16/12/2010	31/12/2021	1400010000909
26.	SEB AG	19/10/2011	unlimited	1400010000982

Ser. no.	Collateral provider	Start of term	End of term	Agreement number pursuant to SAP-TR
27.	SEB AG	06/12/2011	31/12/2022	1400010001010
28.	SEB AG	19/12/2012	31/12/2023	1400010001081
29.	SEB AG	11/12/2013	31/12/2024	1400010001125
30.	SEB AG	10/12/2014	31/12/2025	1400010001172
31.	Commerzbank AG - guarantee account	29/06/2015	unlimited	1400010001234
32.	Bayerische Landesbank	29/06/2015	unlimited	1400010001236
33.	Commerzbank AG - guarantee account	31/07/2015	30/09/2017	1400010001240
34.	Commerzbank AG - guarantee account	19/08/2015	31/05/2018	1400010001242
35.	SEB AG	29/12/2015	unlimited	1400010001251
36.	SEB AG	23/12/2015	31/12/2026	1400010001253
37.	Commerzbank AG - guarantee account	01/02/2016	28/02/2017	1400010001257
38.	Uni Credit Bank AG, Munich	01/02/2015	30/11/2016	1400010001200
39.	SEB AG	01/02/2015	30/11/2016	1400010001201
40.	SEB AG	01/02/2015	30/11/2016	1400010001202
41.	SEB AG	01/01/2015	31/12/2017	1400010001207

Ser. no.	Collateral provider	Start of term	End of term	Agreement number pursuant to SAP-TR
42.	Uni Credit Bank AG, Munich	01/01/2015	31/12/2016	1400010001208
43.	Commerzbank AG - guarantee account	01/04/2015	30/11/2016	1400010001209
44.	Commerzbank AG - guarantee account	01/04/2015	30/11/2016	1400010001210
45.	Citibank	21/01/2011	unlimited	1400010001205
46.	Commerzbank AG - guarantee account	07/02/2006	unlimited	1400010000534
47.	SEB AG	24/04/2007	31/12/2017	1400010000630
48.	SEB AG	24/04/2007	31/12/2018	1400010000631
49.	SEB AG	17/09/2007	31/12/2018	1400010000677
50.	SEB AG	21/09/2007	31/12/2018	1400010000679
51.	SEB AG	12/12/2007	31/12/2018	1400010000698
52.	SEB AG	10/06/2008	31/12/2019	1400010000744
53.	Commerzbank AG - guarantee account	14/11/2008	28/02/2019	1400010000770
54.	SEB AG	04/12/2008	31/12/2019	1400010000775
55.	SEB AG	23/11/2009	31/12/2020	1400010000850
56.	Commerzbank AG - guarantee account	12/08/2010	30/09/2025	1400010000893

Ser. no.	Collateral provider	Start of term	End of term	Agreement number pursuant to SAP-TR
57.	SEB AG	16/12/2010	31/12/2021	1400010000911
58.	Commerzbank AG - guarantee account	21/10/2011	30/09/2025	1400010000985
59.	SEB AG	06/12/2011	31/12/2022	1400010001011
60.	SEB AG	19/12/2012	31/12/2023	1400010001080
61.	Commerzbank AG - guarantee account	07/02/2006	unlimited	1400010001094
62.	Commerzbank AG - guarantee account	01/07/2013	26/06/2017	1400010001116
63.	SEB AG	11/12/2013	31/12/2024	1400010001127
64.	Commerzbank AG - guarantee account	12/10/2011	31/12/2054	1400010000979
65.	Commerzbank AG - guarantee account	16/03/2010	30/04/2017	1400010000868
66.	Commerzbank AG - guarantee account	04/07/2014	unlimited	1400010001148
67.	Commerzbank AG - guarantee account	01/02/2016	28/02/2017	1400010001258
68.	Commerzbank AG - guarantee account	01/02/2016	28/02/2017	1400010001259
69.	Commerzbank AG - guarantee account	27/05/2013	unlimited	1400010001104
70.	Commerzbank AG - guarantee account	11/08/2011	unlimited	1400010000973
71.	Commerzbank AG - guarantee account	11/11/2009	unlimited	1400010000844

Ser. no.	Collateral provider	Start of term	End of term	Agreement number pursuant to SAP-TR
72.	Commerzbank AG - guarantee account	01/02/2016	28/02/2017	1400010001260
73.	Commerzbank AG - guarantee account	31/08/2004	31/07/2024	1400010000399
74.	SEB AG	24/04/2007	31/10/2017	1400010000635
75.	SEB AG	11/07/2007	31/12/2018	1400010000657
76.	SEB AG	13/11/2007	31/12/2018	1400010000692
77.	SEB AG	13/11/2007	31/12/2018	1400010000693
78.	SEB AG	21/12/2007	31/12/2018	1400010000703
79.	SEB AG	08/10/2008	31/12/2018	1400010000764
80.	SEB AG	11/12/2008	31/12/2018	1400010000780
81.	SEB AG	23/11/2009	31/12/2017	1400010000849
82.	SEB AG	16/12/2010	31/12/2021	1400010000912
83.	Commerzbank AG - guarantee account	09/06/2011	30/09/2017	1400010000965
84.	SEB AG	06/12/2011	31/12/2022	1400010001012
85.	Commerzbank AG - guarantee account	25/01/2012	31/01/2017	1400010001024
86.	Commerzbank AG - guarantee account	27/08/2012	30/08/2017	1400010001052

Ser. no.	Collateral provider	Start of term	End of term	Agreement number pursuant to SAP-TR
87.	Commerzbank AG - guarantee account	25/09/2012	30/09/2017	1400010001058
88.	SEB AG	19/12/2012	31/12/2023	1400010001078
89.	Commerzbank AG - guarantee account	19/09/2000	30/09/2020	1400010001095
90.	Commerzbank AG - guarantee account	08/08/2013	30/09/2017	1400010001117
91.	Commerzbank AG - guarantee account	09/12/2013	unlimited	1400010001123
92.	SEB AG	11/12/2013	31/12/2024	1400010001126
93.	Commerzbank AG - guarantee account	20/12/2013	01/01/2017	1400010001128
94.	Commerzbank AG - guarantee account	01/03/2014	30/09/2029	1400010001133
95.	Commerzbank AG - guarantee account	07/03/2014	30/09/2019	1400010001136
96.	Commerzbank AG - guarantee account	14/05/2014	30/09/2017	1400010001141
97.	Commerzbank AG - guarantee account	30/07/2014	30/09/2017	1400010001149
98.	Commerzbank AG - guarantee account	05/08/2014	unlimited	1400010001152
99.	Commerzbank AG - guarantee account	01/09/2014	31/12/2017	1400010001154
100.	Commerzbank AG - guarantee account	01/09/2014	unlimited	1400010001156
101.	Commerzbank AG - guarantee account	09/10/2014	30/09/2017	1400010001161

Ser. no.	Collateral provider	Start of term	End of term	Agreement number pursuant to SAP-TR
102.	SEB AG	10/12/2014	31/12/2025	1400010001171
103.	Commerzbank AG - guarantee account	25/02/2015	unlimited	1400010001204
104.	Commerzbank AG - guarantee account	30/04/2015	31/12/2016	1400010001219
105.	Commerzbank AG - guarantee account	07/05/2015	30/09/2020	1400010001223
106.	Commerzbank AG - guarantee account	03/06/2015	31/10/2016	1400010001224
107.	Commerzbank AG - guarantee account	25/06/2015	unlimited	1400010001230
108.	Commerzbank AG - guarantee account	29/06/2015	unlimited	1400010001233
109.	Bayerische Landesbank	29/06/2015	unlimited	1400010001235
110.	SEB AG	29/12/2015	unlimited	1400010001250
111.	SEB AG	23/12/2015	31/12/2026	1400010001252
112.	Commerzbank AG - guarantee account	01/02/2016	28/02/2017	1400010001261
113.	Euler Hermes Deutschland	04/02/2016	28/05/2018	1400010001263
114.	SEB AG	25/05/2005	31/05/2018	1400010000448
115.	Commerzbank AG – guarantee account	07/04/2016	31/12/2016	1400010001271
116.	Commerzbank AG – guarantee account	07/04/2016	unlimited	1400010001272

Ser. no.	Collateral provider	Start of term	End of term	Agreement number pursuant to SAP-TR
117.	Commerzbank AG – guarantee account	07/06/2016	unlimited	1400010001279
118.	Commerzbank AG - guarantee account	08/09/2016	31.08.2017	1400010001287
119.	Commerzbank AG - guarantee account	22/09/2016	unlimited	1400010001289
120.	Commerzbank AG - guarantee account	25/08/2016	unlimited	1400010001294
121.	SEB AG	01/07/2016	31/05/2017	1400010001283

Annex 5.5.f).1
Hive-Down Assets
Certain receivables (MWFS Business Division)

Receivables of METRO AG from MWFS Associated Companies from profit and loss transfer agreements

Ser. no.	Creditor	Debtor	Legal basis	For information purposes: Amount at the Relevant Hive-Down Date (EUR)
1.	METRO AG	METRO Group Asset Management Services GmbH	Control and profit transfer agreement dated 19/02/2013	1,918,418.87
2.	METRO AG	METRO Dienstleistungs-Holding GmbH	Control and profit transfer agreement dated 19/02/2013	48,278,202.56

Receivables of METRO AG from transfer pricing

Ser. No.	Creditor	Debtor	Description of basis of claim	For information purposes: Total amount of claim at the Relevant Hive-Down Date (EUR)
1.	METRO AG	METRO Cash & Carry OOO	Umbrella brand licensing and own brand licensing	111,423,451.40
2.	METRO AG	METRO Cash & Carry SR s.r.o.	Transfer price franchise brands for fiscal year 2015/2016	1.000.00

Ser. No.	Creditor	Debtor	Description of basis of claim	For information purposes: Total amount of claim at the Relevant Hive-Down Date (EUR)
3.	METRO AG	METRO Cash & Carry Ukraine Ltd.	Transfer price franchise brands for fiscal year 2015/2016	1,000.00
4.	METRO AG	MCC Tschechien CR s.r.o. Erf.Einheit	Transfer price franchise brands for fiscal year 2015/2016	1,000.00
5.	METRO AG	METRO Cash & Carry d.o.o. (Croatia)	Transfer price franchise brands for fiscal year 2015/2016	1,000.00
6.	METRO AG	Media-Saturn-Holding GmbH	Transfer price IT Services Jan. – Sep. 2016	1,320,519.76
7.	METRO AG	METRO Cash & Carry TOO	Transfer price IT Services Jan - Sep. 2016	12,695,262.91
8.	METRO AG	METRO Jinjiang Cash & Carry Co., Ltd	Transfer price Business Services Oct. 2015 - Sep. 2016	1,189,631.05
9.	METRO AG	METRO Cash & Carry Ukraine Ltd.	Transfer price franchise brands for fiscal year 2015/2016	999.77
10.	METRO AG	METRO Cash & Carry Deutschland GmbH	Transfer price own brand license Oct. 2015 - Sep. 2016	718,325.37
11.	METRO AG	METRO Cash & Carry Deutschland GmbH	Transfer price Business Services Oct. 2015 - Sep. 2016	3,224,478.49

Ser. No.	Creditor	Debtor	Description of basis of claim	For information purposes: Total amount of claim at the Relevant Hive-Down Date (EUR)
12.	METRO AG	METRO Cash & Carry France S.A.S.	Transfer price IT Services Oct. 2015 - Sep. 2016	13,304,621.83
13.	METRO AG	METRO Cash & Carry Österreich GmbH	Transfer price own brand license Oct. 2015 - Sep. 2016	103,219.72
14.	METRO AG	METRO Cash & Carry d.o.o.	Transfer price own brand license Oct. 2015 - Sep. 2016	37,415.87
15.	METRO AG	METRO Kereskedelmi Kft.	Transfer price own brand license Oct. 2015 - Sep. 2016	77,948.32
16.	METRO AG	METRO Italia Cash and Carry S. p. A.	Transfer price own brand license Oct. 2015 - Sep. 2016	298,497.22
17.	METRO AG	METRO Cash & Carry Japan KK	Transfer price own brand license Oct. 2015 - Sep. 2016	41,745.78
18.	METRO AG	Metro Cash & Carry Nederland B.V.	Transfer price own brand license Oct. 2015 - Sep. 2016	95,303.47
19.	METRO AG	Makro Cash and Carry Polska S.A.	Transfer price own brand license Oct. 2015 - Sep. 2016	142,635.50
20.	METRO AG	METRO Cash & Carry Bulgaria EOOD	Transfer price umbrella brand license fiscal year 2015/2016	7,598,954.93

Ser. No.	Creditor	Debtor	Description of basis of claim	For information purposes: Total amount of claim at the Relevant Hive-Down Date (EUR)
21.	METRO AG	METRO Cash & Carry France S.A.S.	Transfer price umbrella brand license fiscal year 2015/2016	117,442.959.20
22.	METRO AG	Makro Autoservicio Mayorista S. A. U.	Transfer price Business Services Oct. 2015 - Sep. 2016	1,483,282.72
23.	METRO AG	METRO Cash & Carry France S.A.S.	Transfer price Business Services Oct. 2015 - Sep. 2016	6,791,791.01
24.	METRO AG	METRO Cash & Carry d.o.o.	Transfer price umbrella brand license fiscal year 2015/2016	1,000.00
25.	METRO AG	Makro Autoservicio Mayorista S. A. U.	Transfer price umbrella brand license fiscal year 2015/2016	6,373,123.42
26.	METRO AG	METRO Italia Cash and Carry S. p. A.	Transfer price umbrella brand license fiscal year 2015/2016	4,651,971.88
27.	METRO AG	Makro Cash and Carry Polska S.A.	Transfer price umbrella brand license fiscal year 2015/2016	1,000.00
28.	METRO AG	Metro Grosmarket Bakirköy Alis-veris Hizmetleri Ticaret Ltd. Sirketi	Transfer price umbrella brand license fiscal year 2015/2016	8,539,770.27
29.	METRO AG	ICS METRO Cash & Carry Moldova S.R.L.	Transfer price own brand license Oct. 2015 - Sep. 2016	4,326.44

Ser. No.	Creditor	Debtor	Description of basis of claim	For information purposes: Total amount of claim at the Relevant Hive-Down Date (EUR)
30.	METRO AG	METRO Cash & Carry SR s.r.o.	Transfer price own brand license Oct. 2015 - Sep. 2016	51,025.16
31.	METRO AG	Metro Grosmarket Bakirköy Alis-veris Hizmetleri Ticaret Ltd. Sirketi	Transfer price own brand license Oct. 2015 - Sep. 2016	122,559.80
32.	METRO AG	METRO Cash & Carry d.o.o.	Transfer price Business Services Oct. 2015 - Sep. 2016	281,267.06
33.	METRO AG	METRO Cash & Carry d.o.o.	Transfer price Business Services Oct. 2015 - Sep. 2016	211,580.26
34.	METRO AG	METRO Cash & Carry SR s.r.o.	Transfer price Business Services Oct. 2015 - Sep. 2016	527,271.55
35.	METRO AG	Metro Grosmarket Bakirköy Alis-veris Hizmetleri Ticaret Ltd. Sirketi	Transfer price Business Services Oct. 2015 - Sep. 2016	2,297,234.93
36.	METRO AG	METRO Cash & Carry Österreich GmbH	Transfer price IT Services Oct. 2015 - Sep. 2016	2,702,982.17
37.	METRO AG	METRO Italia Cash and Carry S. p. A.	Transfer price IT Services Oct. 2015 - Sep. 2016	9,451,794.94
38.	METRO AG	METRO Cash & Carry Bulgaria EOOD	Transfer price own brand license Oct. 2015 - Sep. 2016	46,248.23

Ser. No.	Creditor	Debtor	Description of basis of claim	For information purposes: Total amount of claim at the Relevant Hive-Down Date (EUR)
39.	METRO AG	METRO Cash & Carry d.o.o.	Transfer price own brand license Oct. 2015 - Sep. 2016	27,600.62
40.	METRO AG	MCC Tschechien CR s.r.o. Erf.Einheit	Transfer price own brand license Oct. 2015 - Sep. 2016	146,725.63
41.	METRO AG	Makro Autoservicio Mayorista S. A. U.	Transfer price own brand license Oct. 2015 - Sep. 2016	220,549.92
42.	METRO AG	Makro Portugal SGPS Lda - Erfassungseinheit Makro Portugal	Transfer price own brand license Oct. 2015 - Sep. 2016	64,191.15
43.	METRO AG	Makro Autoservicio Mayorista S. A. U.	Transfer price IT Services Oct. 2015 - Sep. 2016	6,127,852.83
44.	METRO AG	METRO Cash & Carry SR s.r.o.	Transfer price IT Services Oct. 2015 - Sep. 2016	3,167,628.87
45.	METRO AG	MCC Tschechien CR s.r.o. Erf.Einheit	Transfer price umbrella brand license fiscal year 2015/2016	30,642,578.62
46.	METRO AG	METRO Kereskedelmi Kft.	Transfer price umbrella brand license fiscal year 2015/2016	4,513,619.56
47.	METRO AG	ICS METRO Cash & Carry Moldova S.R.L.	Transfer price umbrella brand license fiscal year 2015/2016	841,179.23

Ser. No.	Creditor	Debtor	Description of basis of claim	For information purposes: Total amount of claim at the Relevant Hive-Down Date (EUR)
48.	METRO AG	METRO Cash & Carry Österreich GmbH	Transfer price Business Services Oct. 2015 - Sep. 2016	982,585.88
49.	METRO AG	MCC Tschechien CR s.r.o. Erf.Einheit	Transfer price Business Services Oct. 2015 - Sep. 2016	1,718,425.91
50.	METRO AG	Makro Cash and Carry Polska S.A.	Transfer price Business Services Oct. 2015 - Sep. 2016	1,323,661.72
51.	METRO AG	MAKRO Cash & Carry Belgium NV	Transfer price own brand license Oct. 2015 - Sep. 2016	145,284.89
52.	METRO AG	Media-Saturn-Holding GmbH	Transfer price Business Services Oct. 2015 - Sep. 2016	179,749.74
53.	METRO AG	METRO Cash & Carry TOO	Transfer price Business Services Oct. 2015 - Sep. 2016	4,787,352.70
54.	METRO AG	Makro Portugal SGPS Lda - Erfassungseinheit Makro Portugal	Transfer price Business Services Oct. 2015 - Sep. 2016	2,212,170.11
55.	METRO AG	METRO Cash & Carry Österreich GmbH	Transfer price brand license fiscal year 2015/2016	12,902,467.85
56.	METRO AG	METRO Cash & Carry SR s.r.o.	Transfer price brand license fiscal year 2015/2016	5,301,509.64

Ser. No.	Creditor	Debtor	Description of basis of claim	For information purposes: Total amount of claim at the Relevant Hive-Down Date (EUR)
57.	METRO AG	MAKRO Cash & Carry Belgium NV	Transfer price Business Services Oct. 2015 - Sep. 2016	975,005.59
58.	METRO AG	Media-Saturn-Holding GmbH	Transfer price IT Services Oct. – Dec. 2015	362,911.06
59.	METRO AG	Media-Saturn-Holding GmbH	Transfer price Business Services Oct. 2015 - Sep. 2016	45,894.98
60.	METRO AG	MAKRO Cash & Carry Belgium NV	Transfer price IT Services Oct. – Dec. 2015	4,176,334.90
61.	METRO AG	MCC Tschechien CR s.r.o. Erf.Einheit	Transfer price IT Services Oct. – Dec. 2015	6,422,810.67
62.	METRO AG	METRO Cash & Carry d.o.o.	Transfer price IT Services Oct. – Dec. 2015	1,577,254.87
63.	METRO AG	METRO Kereskedelmi Kft.	Transfer price IT Services Oct. – Dec. 2015	3,447,086.70
64.	METRO AG	Makro Cash and Carry Polska S.A.	Transfer price IT Services Oct. – Dec. 2015	10,063,974.52
65.	METRO AG	Metro Grosmarket Bakirköy Alis-veris Hizmetleri Ticaret Ltd. Sirketi	Transfer price IT Services Oct. – Dec. 2015	7,107,560.01

Ser. No.	Creditor	Debtor	Description of basis of claim	For information purposes: Total amount of claim at the Relevant Hive-Down Date (EUR)
66.	METRO AG	METRO Cash & Carry Bulgaria EOOD	Transfer price Business Services Oct. 2015 - Sep. 2016	733,185.12
67.	METRO AG	METRO Kereskedelmi Kft.	Transfer price Business Services Oct. 2015 - Sep. 2016	746,579.40
68.	METRO AG	METRO Italia Cash and Carry S. p. A.	Transfer price Business Services Oct. 2015 - Sep. 2016	1,538,327.36
69.	METRO AG	METRO Cash & Carry Japan KK	Transfer price Business Services Oct. 2015 - Sep. 2016	802,195.25
70.	METRO AG	Makro Portugal SGPS Lda - Erfassungseinheit Makro Portugal	Transfer price Business Services Oct. 2015 - Sep. 2016	219,014.62
71.	METRO AG	METRO Cash & Carry France S.A.S.	Transfer price own brand license Oct. 2015 - Sep. 2016	584,791.35
72.	METRO AG	METRO Cash & Carry Bulgaria EOOD	Transfer price IT Services Oct. - Dec. 2015	3,744,006.10
73.	METRO AG	METRO Cash & Carry d.o.o.	Transfer price IT Services Oct. - Dec. 2015	1,706,850.04
74.	METRO AG	METRO Cash & Carry Japan KK	Transfer price IT Services Oct. - Dec. 2015	1,217,492.33

Ser. No.	Creditor	Debtor	Description of basis of claim	For information purposes: Total amount of claim at the Relevant Hive-Down Date (EUR)
75.	METRO AG	ICS METRO Cash & Carry Moldova S.R.L.	Transfer price IT Services Oct. - Dec. 2015	847,064.80
76.	METRO AG	Metro Cash & Carry Nederland B.V.	Transfer price IT Services Oct. - Dec. 2015	5,107,866.36
77.	METRO AG	ICS METRO Cash & Carry Moldova S.R.L.	Transfer price Business Services Oct. 2015 - Sep. 2016	120,229.28
78.	METRO AG	Metro Cash & Carry Nederland B.V.	Transfer price Business Services Oct. 2015 - Sep. 2016	1,045,664.75
79.	METRO AG	METRO CASH & CARRY ROMANIA SRL	Transfer price IT Services Oct. - Dec. 2015	4,768,553.88
80.	METRO AG	METRO CASH & CARRY ROMANIA SRL	Transfer price own brand license Oct. 2015 - Sep. 2016	129,801.02
81.	METRO AG	METRO CASH & CARRY ROMANIA SRL	Transfer price brand license fiscal year 2015/2016	5,523,894.07
82.	METRO AG	METRO CASH & CARRY ROMANIA SRL	Transfer price Business Services Oct. 2015 - Sep. 2016	1,111,759.10
83.	METRO AG	METRO Cash & Carry Ukraine Ltd.	Transfer price IT Services Oct. 2015 - Sep. 2016	3,681,939.47

Ser. No.	Creditor	Debtor	Description of basis of claim	For information purposes: Total amount of claim at the Relevant Hive-Down Date (EUR)
84.	METRO AG	METRO Cash & Carry Ukraine Ltd.	Transfer price own brand license Oct. 2015 - Sep. 2016	33,990.41
85.	METRO AG	METRO Cash & Carry Ukraine Ltd.	Transfer price Business Services Oct. 2015 - Sep. 2016	617,987.51
86.	METRO AG	METRO Cash & Carry Ukraine Ltd.	Transfer price umbrella brand license fiscal year 2015/2016	1,000.00
87.	METRO AG	METRO Jinjiang Cash & Carry Co., Ltd	Transfer price umbrella brand license fiscal year 2015/2016	4,175,751.41

Further trade receivables

Ser. No.	Debtor	Reference no.	Reference date	For information purposes: Amount of claim at the Relevant Hive-Down Date (EUR)
1.	METRO Cash & Carry d.o.o.	5600001467	27/09/2016	27,765.00
2.	METRO Cash & Carry d.o.o.	5600001472	27/09/2016	9,655.00
3.	METRO Cash & Carry d.o.o.	5600001413	27/09/2016	1,369.57
4.	METRO Cash & Carry d.o.o.	5600001433	27/09/2016	2,082.25

Ser. No.	Debtor	Reference no.	Reference date	For information purposes: Amount of claim at the Relevant Hive-Down Date (EUR)
5.	METRO Cash & Carry d.o.o.	5600001459	27/09/2016	4,617.90
6.	METRO Cash & Carry d.o.o.	5600001481	27/09/2016	167.23
7.	METRO Cash & Carry d.o.o.	5600001506	27/09/2016	6,037.50
8.	METRO Cash & Carry d.o.o.	5600001527	27/09/2016	3,125.00
9.	METRO Cash & Carry d.o.o.	5600001546	27/09/2016	439.93
10.	METRO Cash & Carry d.o.o.	5600001571	27/09/2016	19,217.90
11.	METRO Cash & Carry d.o.o.	5600001593	27/09/2016	222,181.47
12.	METRO Cash & Carry d.o.o.	5600001787	30/09/2016	26,968.89
13.	METRO Cash & Carry d.o.o. (Kroatien)	5600001781	30/09/2016	57,329.33
14.	METRO Cash & Carry d.o.o. (Kroatien)	5600001400	27/09/2016	1,125.73
15.	METRO Cash & Carry d.o.o. (Kroatien)	5600001425	27/09/2016	14,634.73
16.	METRO Cash & Carry d.o.o. (Kroatien)	5600001447	27/09/2016	4,702.91
17.	METRO Cash & Carry d.o.o. (Kroatien)	5600001489	27/09/2016	277.11

Ser. No.	Debtor	Reference no.	Reference date	For information purposes: Amount of claim at the Relevant Hive-Down Date (EUR)
18.	METRO Cash & Carry d.o.o. (Kroatien)	5600001495	27/09/2016	7,875.00
19.	METRO Cash & Carry d.o.o. (Kroatien)	5600001515	27/09/2016	3,125.00
20.	METRO Cash & Carry d.o.o. (Kroatien)	5600001537	27/09/2016	194.08
21.	METRO Cash & Carry d.o.o. (Kroatien)	5600001552	27/09/2016	5,833.33
22.	METRO Cash & Carry d.o.o. (Kroatien)	5600001559	27/09/2016	75,106.23
23.	METRO Cash & Carry d.o.o. (Kroatien)	5600001581	27/09/2016	214,238.20

Annex 5.5.f).2
Hive-Down Assets
Partial receivable from MWFS AG

A partial amount totalling EUR 219.46 of the repayment claim in the total amount of EUR 450,000,000 of METRO AG against MWFS AG (previously: METRO Wholesale & Food Specialist GmbH) under the shareholder loan agreement dated 30 September 2016 between MWFS AG and METRO Consumer Electronics Zwischenholding GmbH & Co. KG ("CE KG") in connection with the assignment agreement regarding a shareholder loan agreement dated 30 September 2016 between CE KG and METRO AG, including interest accrued on such partial amount since the granting / commencement date (whether or not due) and including any related ancillary and special rights, for example termination rights, modification rights and rights to put the other party in default.

Annex 5.5.g)
Hive-Down Assets
Tax receivables (MWFS Business Division)

Corporation tax (including solidarity tax)

Ser. no.	Creditor of the receivable	Debtor of the receivable	Legal basis	Amount
1.	METRO AG	Competent fiscal authority	Reimbursement claim because of corporation tax paid in excess and solidarity tax paid in excess for the 2005 assessment period, resulting from a claim for crediting of dividend withholding tax recognised in the balance sheet (including solidarity tax) for the 2005 assessment period in a total amount of EUR 106.16.	In the full amount, i.e. presumably an amount of EUR 106.16.
2.	METRO AG	Competent fiscal authority	Reimbursement claim because of corporation tax paid in excess and solidarity tax paid in excess for the 2006 assessment period, resulting from a claim for crediting of dividend withholding tax recognised in the balance sheet (including solidarity tax) for the 2006 assessment period in a total	In the full amount, i.e. presumably an amount of EUR 2,049.10.

Ser. no.	Creditor of the receivable	Debtor of the receivable	Legal basis	Amount
			amount of EUR 2,049.10.	
3.	METRO AG	Competent fiscal authority	<p>Reimbursement claim because of corporation tax paid in excess and solidarity tax paid in excess for the 2008 assessment period, resulting on balance from the following balance sheet items:</p> <p>(1) claim for crediting of dividend withholding tax (including solidarity tax) for the 2008 assessment period in a total amount of EUR 367,163.66;</p> <p>(2) Obligation to repay already credited dividend withholding tax (including solidarity tax) for the 2008 assessment period in an amount of EUR 328,279.64.</p>	In the full amount, i.e. presumably an amount of EUR 38,884.02.
4.	METRO AG	Competent fiscal authority	<p>Reimbursement claim because of corporation tax paid in excess and solidarity tax paid in excess for the 2009 assessment period, resulting from a claim for crediting of dividend withholding tax recognised in the balance sheet (including solidarity tax) for the 2009 assessment period in a total</p>	In the full amount, i.e. presumably an amount of EUR 20,693.56.

Ser. no.	Creditor of the receivable	Debtor of the receivable	Legal basis	Amount
			amount of EUR 20,693.56.	
5.	METRO AG	Competent fiscal authority	Reimbursement claim because of corporation tax paid in excess and solidarity tax paid in excess for the 2010 assessment period, resulting from a claim for crediting of dividend withholding tax recognised in the balance sheet (including solidarity tax) for the 2010 assessment period in a total amount of EUR 19,139.38.	In the full amount, i.e. presumably an amount of EUR 19,139.38.
6.	METRO AG	Competent fiscal authority	Reimbursement claim because of corporation tax paid in excess and solidarity tax paid in excess for the 2011 assessment period, resulting from a claim for crediting of dividend withholding tax recognised in the balance sheet (including solidarity tax) for the 2011 assessment period in a total amount of EUR 19,978.87.	In the full amount, i.e. presumably an amount of EUR 19,978.87.
7.	METRO AG	Competent fiscal authority	Reimbursement claim because of corporation tax paid in excess and solidarity tax paid in excess for the 2012 assessment period, resulting from a claim for crediting	In the full amount, i.e. presumably an amount of EUR 15,267.28.

Ser. no.	Creditor of the receivable	Debtor of the receivable	Legal basis	Amount
			of dividend withholding tax recognised in the balance sheet (including solidarity tax) for the 2012 assessment period in a total amount of EUR 15,267.28.	
8.	METRO AG	Competent fiscal authority	Reimbursement claim because of corporation tax paid in excess and solidarity tax paid in excess for the 2013 assessment period, resulting from a claim for crediting of dividend withholding tax recognised in the balance sheet (including solidarity tax) for the 2013 assessment period in a total amount of EUR 26,858.16.	In the full amount, i.e. presumably an amount of EUR 26,858.16.
9.	METRO AG	Competent fiscal authority	Reimbursement claim because of corporation tax paid in excess and solidarity tax paid in excess for the 2014 assessment period, resulting from a claim for crediting of dividend withholding tax recognised in the balance sheet (including solidarity tax) for the 2014 assessment period in a total amount of EUR 7,259.72.	In the full amount, i.e. presumably an amount of EUR 7,259.72.
10.	METRO AG	Competent fiscal authority	Reimbursement claim because of corpora-	Of the reimbursement claim, only

Ser. no.	Creditor of the receivable	Debtor of the receivable	Legal basis	Amount
		ty	tion tax paid in excess and solidarity tax paid in excess for the 2015 assessment period, resulting from a claim for crediting of dividend withholding tax recognised in the balance sheet (including solidarity tax) for the 2015 assessment period in a total amount of EUR 18,103,566.70, which in an amount of EUR 400,311.81 is attributable to the Hive-Down Assets.	a certain part, namely a partial amount (of presumably EUR 400,311.81) exceeding EUR 17,703,254.89, is to be allocated to the Hive-Down Assets.
11.	METRO AG	Competent fiscal authority	Reimbursement claim because of corporation tax paid in excess and solidarity tax paid in excess for the 2016 assessment period, resulting from a claim for crediting of dividend withholding tax recognised in the balance sheet (including solidarity tax) for the 2016 assessment period in a total amount of EUR 39,631,090.07, which in an amount of EUR 1,582,658.50 is attributable to the Hive-Down Assets.	Of the reimbursement claim, only a certain part, namely a partial amount (of presumably EUR 1,582,658.50) exceeding EUR 38,048,431.57, is to be allocated to the Hive-Down Assets.

Ser. no.	Creditor of the receivable	Debtor of the receivable	Legal basis	Amount
12.	METRO AG	Competent fiscal authority	Claim for payment of corporation tax balance pursuant to § 37 KStG (German Corporation Tax Act) for the years 2017 and 2018	In the full amount, i.e. presumably an amount of EUR 1,720,808.80.

Value added tax

Creditor of the receivable	Debtor of the receivable	Legal basis	Amount
METRO AG	Competent fiscal authority	Reimbursement claim because of VAT paid in excess for the filing period 2010.	In the full amount, i.e. presumably an amount of EUR 23,218.52.

Annex 5.6.a)
Hive-Down Assets
Certain liabilities to MWFS Associated Companies

Liabilities from profit and loss transfer agreements or loss assumption declarations

Ser. no.	Creditor	Debtor	Legal basis	For informational purposes: Amount as at the Relevant Hive-Down Date
1.	N & NF Trading GmbH	METRO AG	Voluntary declaration for the assumption of losses pursuant to § 264 para. 3 no. 2 HGB of 29/07 // 01/09/2016.	EUR 1,647.96
2.	METRO PROPERTIES Holding GmbH	METRO AG	Control and Profit and Loss Transfer Agreement of 19 February 2011	EUR 23,510,315.04

Payables from financial offsetting

Ser. no.	Creditor	Debtor	Legal basis	For informational purposes: Amount on the Relevant Hive-Down Date
1.	METRO Finance B.V.	METRO AG	Clearing agreement vom 01/09/2004	EUR 921,018,199.42

Annex 5.6.b)
Hive-Down Assets
Bonds and programmes

Ser. no.	Issuer	Maturity	Initial issue volume	Outstanding nominal amount at the Relevant Hive-Down Date	Coupon	ISIN	WKN
1.	METRO AG	13 February 2018	EUR 50,000,000	EUR 50,000,000	3.5 %	XS0745159755	A1MLPE
2.	METRO AG	01 March 2019	EUR 500,000,000	EUR 500,000,000	3.375 %	DE000A1MA9K8	A1MA9K
3.	METRO AG	28 October 2021	EUR 500,000,000	EUR 500,000,000	1.375 %	DE000A13R8M3	A13R8M
4.	METRO AG	10 July 2024	EUR 51,000,000	EUR 51,000,000	4 %	XS0803131282	A1PGRB
5.	METRO AG	19 March 2025	EUR 600,000,000	EUR 600,000,000	1.5 %	XS1203941775	A14J83
6.	METRO AG	09 August 2027	EUR 50,000,000	EUR 50,000,000	4 %	XS0814712237	A1RETX

Issuer	Commercial Paper Programme
METRO AG	EUR 2,000,000,000 Multi-Currency Commercial Paper Programme pursuant to the information memorandum of 1 December 2008 (as amended or supplemented in each case)

Issuer	Debt Issuance Programme
METRO AG	EUR 6,000,000,000 Debt Issuance Programme EUR pursuant to the prospectus of 10 February 2016, last updated on 29 February 2016

Annex 5.6.c)
Hive-Down Assets
Bonded loans

Ser. no.	Borrower	Original lender	Designation	Date	Initial nominal amount	Outstanding nominal amount at the Relevant Hive-Down Date
1.	METRO AG	Bayerische Landesbank	Loan	8 March 2012	EUR 25,500,000	EUR 3,000,000
2.	METRO AG	Bayerische Landesbank	Loan	8 March 2012	EUR 41,000,000	EUR 9,000,000
3.	METRO AG	Bayerische Landesbank	Loan	8 March 2012	EUR 54,000,000	EUR 54,000,000

Annex 5.6.d)
Hive-Down Assets
Agreements with banks (MWFS Business Division)

Syndicated loans

Ser. no.	Borrower	Designation	Date of conclusion of agreement	End of term
1.	METRO AG	EUR 1,000,000,000 Revolving Credit Facility Agreement	Originally as of 17 January 2012, amendments of 7 June 2013 and 30 April 2014 (as amended from time to time, especially as amended by the Demerger Consent, Amendment and Restatement Agreement to be concluded)	17/01/2019
2.	METRO AG	EUR 1,525,000,000 Revolving Credit Facility Agreement	30 April 2014 (as amended from time to time, especially as amended by the Demerger Consent, Amendment and Restatement Agreement to be concluded)	30/04/2021

KfW loan

Ser. no.	Borrower	Lender	Initial nominal amount	Outstanding nominal amount at the Relevant Hive-Down Date	Interest rate	Designation	Start of term	End of term
1.	METRO AG	Bayerische Landesbank	EUR 2,000,000	EUR 125,000	2.35%	Subsidised loan; ERP Environmental and energy efficiency programme "Environmentally Friendly Retail"	05/01/2012	30/12/2016
2.	METRO AG	Bayerische Landesbank	EUR 2,518,450	EUR 157,390	2.35%	Subsidised loan; ERP Environmental and energy efficiency programme "Environmentally Friendly Retail"	05/01/2012	30/12/2016
3.	METRO AG	Bayerische Landesbank	EUR 1,859,000	EUR 116,180	2.35%	Subsidised loan; ERP Environmental and energy efficiency programme "Environmentally Friendly Retail"	05/01/2012	30/12/2016
4.	METRO AG	Bayerische Landesbank	EUR 1,309,000	EUR 81,805	2.35%	Subsidised loan; ERP Environmental and energy efficiency programme "Environmentally Friendly Retail"	05/01/2012	30/12/2016
5.	METRO AG	Bayerische Landesbank	EUR 572,000	EUR 35,750	2.35%	Subsidised loan; ERP Environmental and energy efficiency programme	05/01/2012	30/12/2016

Ser. no.	Borrower	Lender	Initial nominal amount	Outstanding nominal amount at the Relevant Hive-Down Date	Interest rate	Designation	Start of term	End of term
						"Environmentally Friendly Retail"		
6.	METRO AG	Bayerische Landesbank	EUR 935,000	EUR 35,489.88	2.35%	Subsidised loan; ERP Environmental and energy efficiency programme "Environmentally Friendly Retail"	05/01/2012	30/12/2016
7.	METRO AG	Bayerische Landesbank	EUR 3,467,640	EUR 650,176	1.99%	Subsidised loan; energy efficiency programme GU (242)	30/05/2012	30/06/2017

Annex 5.6.e)
Hive-Down Assets
Tax liabilities recognised in the balance sheet (MWFS Business Division)

Corporation tax (including solidarity tax)

Ser. no.	Creditor	Debtor	Legal basis	Amount
1.	Competent fiscal authority	METRO AG	<p>Subsequent payment obligation because of corporation tax and solidarity tax for the 2007 assessment period, resulting from the following balance sheet items:</p> <p>(1) Obligation to repay already credited dividend withholding tax (including solidarity tax) for the 2007 assessment period in an amount of EUR 304,688.64 is economically attributable to the CE Assets;</p> <p>(2) Claim for crediting of dividend withholding tax (including solidarity tax) for the 2007 assessment period in a total amount of EUR 106,290.23, which is attributable to the Hive-Down Assets only in an amount of EUR 106,262.99.</p>	In the full amount, presumably an amount of EUR 198,425.65.

Ser. no.	Creditor	Debtor	Legal basis	Amount
2.	Competent fiscal authority	METRO AG	Corporation tax increase recognised in the balance sheet pursuant to § 38 KStG for the 2017 assessment period.	In the full amount, presumably an amount of EUR 2,971,374.20.

Trade tax

Creditor	Debtor	Legal basis	Amount
Competent fiscal authority	METRO AG	Subsequent payment obligation because of trade tax recognised in the balance sheet for the 2004 assessment period.	In the full amount, presumably an amount of EUR 1,798.72.

Value added tax

Ser. no.	Creditor	Debtor	Legal basis	Amount
1.	Competent fiscal authority	METRO AG	Subsequent payment obligation because of VAT recognised in the balance sheet for the 2011 assessment period.	In the full amount, presumably an amount of EUR 270,000.00.

Ser. no.	Creditor	Debtor	Legal basis	Amount
2.	Competent fiscal authority	METRO AG	Subsequent payment obligation because of VAT recognised in the balance sheet for the 2012 assessment period.	In the full amount, presumably an amount of EUR 277,346.17.
3.	Competent fiscal authority	METRO AG	Subsequent payment obligation because of VAT recognised in the balance sheet for the 2013 assessment period.	In the full amount, presumably an amount of EUR 277,357.47.
4.	Competent fiscal authority	METRO AG	Subsequent payment obligation because of VAT recognised in the balance sheet for the 2014 assessment period.	In the full amount, presumably an amount of EUR 273,940.26.
5.	Competent fiscal authority	METRO AG	Subsequent payment obligation because of VAT recognised in the balance sheet for the 2015 assessment period.	In the full amount, presumably an amount of EUR 270,000.00.

Ser. no.	Creditor	Debtor	Legal basis	Amount
6.	Competent fiscal authority	METRO AG	Subsequent payment obligation because of VAT recognised in the balance sheet for the September 2016 advance assessment period.	In the full amount, presumably an amount of EUR 9,917,356.77.

Real estate transfer tax

Creditor	Debtor	Legal basis	Amount
Competent fiscal authority	METRO AG	Subsequent payment obligation because of real estate transfer tax recognised in the balance sheet for 2013	In the full amount, presumably an amount of EUR 3,276,317.79.

Tax withholding liability (including salary tax and church tax)

Ser. no.	Creditor	Debtor	Legal basis	Amount
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Ser. no.	Creditor	Debtor	Legal basis	Amount
1.	Competent fiscal authority	METRO AG	Tax deduction liability pursuant to § 50a para. 1 no. 4 EStG recognised in the balance sheet for remunerations paid until 30 September 2016 (inclusive).	In the full amount, presumably an amount of EUR 113,940.00.
2.	Competent fiscal authority	METRO AG	Salary tax liability including church tax recognised in the balance sheet for the September 2016 filing period.	Of this liability, only a certain part, namely a partial amount (of presumably €3,766,788.36) exceeding EUR 236,092.68, is allocated to the Hive-Down Assets.

Assumed tax liabilities

Ser. no.	Creditor	Debtor	Legal basis	Amount
1.	Various subsidiaries of METRO AG from the METRO Properties segment	METRO AG	Indemnification obligation from assumption agreements recognised in the balance sheet with regard to tax risks of various subsidiaries of METRO AG from the METRO Properties segment because of tax risks regarding corporation tax and trade tax for the tax assessment periods 1998-2005.	In the full amount, presumably an amount of EUR 450,000.00.

Ser. no.	Creditor	Debtor	Legal basis	Amount
2.	Various subsidiaries of METRO AG from the real,- segment	METRO AG	Indemnification obligation from assumption agreements recognised in the balance sheet with regard to tax risks of various subsidiaries of METRO AG from the real,- segment because of tax risks regarding real estate transfer tax for the tax assessment periods 2003-2005.	In the full amount, presumably an amount of EUR 1,330,265.00.

Annex 5.6.f)
Hive-Down Assets
Uncertain tax liabilities not recognised in the balance sheet (MWFS Business Division)

Corporation tax and solidarity tax

Ser. no.	Creditor	Debtor	Legal basis	Amount
1.	Competent fiscal authority	METRO AG	A possible subsequent payment obligation because of corporation tax and solidarity tax for the assessment periods 2005 and 2006 as well as 2008 through 2015.	In the full amount.
2.	Competent fiscal authority	METRO AG	A possible subsequent payment obligation because of corporation tax and solidarity tax for the 2016 assessment period.	Of the liability, only a certain part, namely a portion of 75% of the total amount, is to be allocated to the Hive-Down Assets.

Trade tax

Ser. no.	Creditor	Debtor	Legal basis	Amount
1.	Competent fiscal authority	METRO AG	A possible subsequent payment obligation because of trade tax for the 2005 through 2015 assessment periods.	In the full amount.
2.	Competent fiscal authority	METRO AG	A possible subsequent payment obligation because of trade tax for the 2016 assessment period.	Of the liability, only a certain part, namely a portion of 75% of the total amount, is to be allocated to the Hive-Down Assets.

Real estate transfer tax

Creditor	Debtor	Legal basis	Amount
Competent fiscal authority	METRO AG	Possible subsequent payment obligations because of real property transfer tax which arose in the years 2005 through 2012 as well as 2014 and 2015.	In the full amount.

Value added tax

Creditor	Debtor	Legal basis	Amount
Competent fiscal authority	METRO AG	A possible subsequent payment obligation because of trade tax for the assessment periods 2005 through 2015.	In the full amount.

Annex 5.7.a)
Hive-Down Assets

Contractual agreements and other obligatory and legal relationships (MWFS Business Division)

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
1.	Result Group GmbH	Framework Agreement for Security Services	Framework Agreement for Security Consulting	08/01/2015
2.	IBWS Informationsbüro Wirtschaftssicherheit	Framework Agreement Regarding Security Services	Framework Agreement Regarding Security Consulting	12/05/2015
3.	GESAT Gesellschaft für Software Automatisierung & Technik mbH	GNFR Agreement Relating to IT Services	Agreement for determining the conditions for the use of satellite phones	15/04/2011
4.	GESAT Gesellschaft für Software Automatisierung & Technik mbH	Framework Agreement Regarding IT Services	Agreement regarding the use of GPS trackers	01/04/2015
5.	BOSCH Sicherheits-systeme GmbH	Agreement Regarding Object Monitoring	Service Centre for object monitoring	01/06/2010
6.	IGL Telematics GmbH & Co. KG	Agreement Regarding the Use of an Internet Portal	Internet portal for GPS monitoring (OSCAR), including SIM card flat rate	01/04/2010
7.	IGL Telematics GmbH &	Framework Agreement	Support services with respect to GPS system (support by	15/03/2016

* METRO Contract Management System

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
	Co. KG		phone, software update)	
8.	Freihoff Sicherheits-Service GmbH	Maintenance Agreement	Maintenance of an alarming system (202a)	01/01/2015
9.	Protego24 GmbH	Connection Agreement	Various agreements regarding the monitoring of an alarm system for buildings	03/02/2014 / 23/10/2014 / 04/07/2014
10.	SECURITON GMBH, Alarm- und Sicherheitssysteme	Connection Agreement	Monitoring of an alarming system (207b)	10/07/2015
11.	W.I.S. Sicherheit + Service GmbH & Co. KG	Framework Agreement for "Connection Agreement"	Framework Agreement for "Connection Agreement" relating to alarm systems (202b)	01/07/2012
12.	W.I.S. Sicherheit + Service GmbH & Co. KG	Framework Agreement Maintenance	Maintenance of an alarm system (202a, 206, 207a)	01/07/2012 / 01/04/2015
13.	Telekom Deutschland GmbH	Telekom Agreement	Call and Surf Comfort (IP connection) for alarm system (207a)	01/03/2014
14.	MCM 00398	Cooperation Agreement	Supply chain services	21/08/2012
15.	Nielsen TradeDimensions	Cooperation Agreement	Deutsche Wettbewerbsdatenbank	01/01/2011
16.	Geni Software GmbH	Agreement Regarding the Use of an International Contest Database	International contest database	01/07/2009
17.	DDS Digital Service GmbH	Service Agreement Regarding	Use of GIS special tool MapInfo (incl. route finder)	25/08/2008

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
		the Use of GIS Special Tools		
18.	Media-Saturn-Holding GmbH	Cooperation Agreement	Performance of strategic purchasing services in the field of technical procurement (GNFR)	01/01/2010
19.	metapeople GmbH	Agreement Regarding Online Marketing Services	Services in the field of performance marketing	30/06/2016
20.	ACTUM, s.r.o.	Agreement Regarding Online Marketing Services	Services in the field of digital execution	25/01/2016
21.	Searchmetrics GmbH	Agreement Regarding Marketing Analysis Services	Services in the fields of SEO and content marketing analysis	01/02/2014
22.	Socialbakers a.s.	Agreement Regarding the Use of Tools for Social Media Analysis	Services in the field of tools for social media analysis	15/03/2016
23.	Tableau Germany GmbH	Agreement Regarding the Use of Visualisation Tools	Provision with a visualisation tool for the purpose of jointly delivering online and offline marketing performance results	09/08/2016
24.	MAC Studios GmbH	Framework Agreement Regarding Advertising Services	Support with regard to the development of packaging designs	01/03/2011
25.	Yellow Dress Retail B.V.	Framework Agreement Regarding Advertising Services	Support with regard to the development of packaging designs	31/01/2011
26.	TTC France EURL	Service Agreement Regarding Translation Services	Translation services	02/05/2007
27.	Design Ahead GbR	Framework Agreement Re-	Support with regard to the development of packaging de-	19/08/2016

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
		garding Advertising Services	signs	
28.	Communication 4U GbR	Framework Agreement Regarding Advertising Services	Support with regard to the development of packaging designs	16/03/2011
29.	Parallel Consulting	Agreement Regarding Personnel Services in the Field of Freelancer Recruitment	Personnel services with respect to the recruiting of data specialists	01/01/2016
30.	EPAM Systems GmbH	Agreement Regarding Services in the Field of Web-service	Services in the field of webservice (scope and design), information acquisition and email push services	01/08/2016
31.	Canadean Limited	Agreement Regarding Services in the Field of Market Intelligence	Services in the field of market intelligence for HoReCa	09/06/2016
32.	2B Advice GmbH	Agreement Regarding Services in the Field of IT-supported Compliance Management Systems	Development, deployment, maintenance and support of/for Compliance Pro (IT tool for managing local compliance management systems/reporting)	04/05/2016
33.	MCM 04869	Framework Agreement Regarding a Purchasing Cooperation	Framework Agreement Regarding a Purchasing Cooperation	22/10/2014
34.	MCM 04867	Framework Agreement Regarding a Purchasing Cooperation (ICA)	Framework Agreement Regarding a Purchasing Cooperation in the field of international services (ICA)	22/10/2014
35.	MCM 04870	Framework Agreement Re-	Framework Agreement Regarding a Purchasing Cooperation	22/10/2014

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
		garding a Purchasing Cooperation (NPC)	(NPC) in the field of local purchasing	
36.	MCM 04868	Framework Agreement Regarding a Purchasing Cooperation (IS)	Framework Agreement Regarding a Purchasing Cooperation in the field of international own-brand procurement	22/10/2014
37.	Oliver Wyman	Agreement Regarding Services in the Field of Data Sharing	Use, development and hosting of an International Data Sharing tool (IDS) and data hosting	24/08/2015
38.	ckn Computer GmbH & Co. KG	Consulting Agreement	Consulting services relating to competitiveness in the retail sector	01/10/2015
39.	Ernst & Young GmbH	Mandate Agreement	Tax consulting services regarding the restructuring of the METRO GROUP by way of the division	12/04/2016
40.	Flick Gocke Schaumburg Rechtsanwälte Wirtschaftsprüfer Steuerberater Partnerschaft mbB	Agreement Regarding Tax Consulting Services	Performance of tax consulting services for the project Trigger/2morrow	18/07/2016
41.	Milbank, Tweed, Hadley & McCloy LLP	Mandate Agreement	Individual assignments / consulting services with respect to 2morrow until 30/09/2016 in accordance with the conditions of the Framework Agreement as of 03/06/2015.	Various
42.	PricewaterhouseCoopers AG	Agreement Regarding Valuation Services	Performance of valuation services in connection with a debt- or warrant	01/01/2016
43.	MCM 00398	Debtor Warrant Agreement	Agreement regarding the payment of realisation proceeds	24/03/2004
44.	MCM 4865, MCM 4866,	Adjustment Agreement to the	Agreement regarding the adjustment of legal relationships in	13/01/2010

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
	MCM 4952	Debtor Warrant Agreement as of 24/03/2004	connection with a debtor warrant and its continued application	
45.	Deutsche Bank for dealer banks	Commercial Paper (Euro Commercial Paper Program)	Dealer Agreement	01/12/2008
46.	Deutsche Bank	Commercial Paper (Euro Commercial Paper Program)	Issuance and Payment Agreement	01/12/2008
47.	Dealer banks: BNP PARIBAS BRED Banque Populaire CIC Credit Industriel et Commercial CREDIT AGRICOLE CIB DEUTSCHE BANK AG - London Branch HSBC France ING Bank N.V. Landesbank Baden-Württemberg NATIXIS SOCIETE GENERALE	Commercial Paper (French Commercial Paper Program)	Dealer Agreement	28/03/2003
48.	Deutsche Bank	DIP (Debt Issuance Program)	Payment Agreement	10/02/2016

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
49.	Commerzbank AG	Amendment	Withdrawal of a subsidiary from the Guarantee Framework Agreement as of 18/11/2015	30/09/2016
50.	Deutsche Bank for dealer banks: Citigroup Commerzbank Deutsche Bank Goldman Sachs International HSBC ING J.P. Morgan Société Générale Corporate & Investment Banking The Royal Bank of Scotland UniCredit Bank	DIP (Debt Issuance Program)	Dealer Agreement	10/02/2016
51.	METRO CASH & CARRY ROMANIA SRL	Foreign Exchange Transaction (Hedging on Behalf 360T)	Implementation of FX transactions on behalf of MCC Romania	01/01/2012
52.	MGB METRO Group Buying HK Limited	Foreign Exchange Transaction (Hedging on Behalf 360T)	Implementation of FX transactions on behalf of MGB HK	17/03/2016
53.	Clearstream Banking AG	Tripartite Agreement (Tri Party)	Management of collateral	01/09/2015

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
		Repo)		
54.	- Soltrx Transaction Services GmbH - DZ Bank AG - Stadtsparkasse Magdeburg - Sparkasse Mühlheim	Agreement Regarding Check-Out Services	Centralised provision with liquidity for the purpose of supplying the markets with coins and notes (change)	- 26/01/2011 - 15/02/2011 - 30/04/2014 - 14/03/2011
55.	ALVARA Cash Management Group AG	Agreement Regarding ALVARA ICC Platform	Online order platform for change	10/03/2014
56.	EURIBOR-EBF (now: EMMI – European Money Markets Institute), Brussels	End User License Agreement (End User Subscriber Agreement (1762))	Personal live data access EURIBOR	01/01/2014
57.	ICAP Information Services Limited	Order Form for the Supply of Products	System-bound data access ICAP data	23/11/2015
58.	Thomson Reuters	Framework Agreement	Framework Agreement with Thomson Reuters regarding certain services	25/08/2014
59.	COPPCLARK	Agreement of Use "Holiday Data Service"	Service agreement SAP holiday calendar	23/09/2009
60.	MISYS International Banking Systems Inc.	Framework Agreement MISYS (MISYS Treasury Master Agreement)	Framework Agreement, including amendments and ancillary agreements	11/04/2007
61.	Oraise Beteiligungs- und Verwaltungs GmbH & Co.	Agreement Regarding Hosting EIKON via Citrix	Thomson Reuters EIKON Application via Citrix terminal server	14/07/2014

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
	KG			
62.	REGIS-TR S.A.	Agreement Regarding Reporting Office (Reporting Participant Agreement for the Reporting Participants of REGIS-TR)	Official reporting office for EMIR	17/01/2014
63.	REGIS-TR S.A.	Agreement Regarding Reporting Office (Reporting Third Party Agreement for the Reporting Third Party of REGIS-TR)	Official reporting office for EMIR	10/03/2014
64.	Bloomberg L.P.	Service Agreement Bloomberg (Bloomberg Schedule of Services)	Agreement of use regarding certain services	19/06/2000
65.	360 Treasury Systems AG (360T)	Agreement Relating to the Access to the Electronic Trading Platform "TEX"	Deployment of the online trading platform across banks and products "TEX" (OTC transactions)	30/07/2003
66.	360 Treasury Systems AG (360T)	TEX Multidealer Trading System Deal Import SAP R/3	Project and Maintenance Agreement SAP Interface	08/03/2006
67.	360 Treasury Systems AG (360T)	Amendment (Amendment to the Agreement Relating to the Access to the Electronic Trading Platform "TEX")	Introduction of the auto-trading function	30/05/2008
68.	360 Treasury Systems AG (360T)	TEX Multidealer Trading System Deal Import SAP R/3	Project Agreement Regarding Interface Extension	24/07/2008

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
69.	360 Treasury Systems AG (360T)	Additional Agreement Relating to the Access to the Electronic Trading Platform "TEX"	Additional agreement relating to transactions on behalf of third parties (METRO companies)	02/01/2012
70.	LV IT-Service GmbH	Consulting Agreement	Liquidity reporting and optimisation	01/01/2016
71.	LV IT-Service GmbH	Consulting Agreement	Introduction and technical coordination of SAP solutions for payment transactions (BCM, IHC)	01/01/2016
72.	MT AG	Service Agreement („Managed Service Level 3 Agreement“)	Service agreement regarding the operation of the application "MCHS" fully by MT AG	18/04/2016
73.	MT AG	Service Agreement	Service Agreement Transition MCHS for the Purpose of Establishing a 4th MCHS System (Cash Handling System)	01/01/2016
74.	SAP Deutschland SE & Co. KG	SAP Service Agreement	Optimisation and extension of the treasury & risk solution	01/04/2016
75.	NanoTech Software GmbH	Consulting Agreement	Consulting regarding Treasury Process Monitoring or Treasury Process Cockpit (TPC), MCHS and Treasury Process Management (360T, MISYS, EMIR and ExtraNet)	01/01/2016
76.	Tembit Software GmbH	Consulting Agreement	Consulting regarding the project SAP Migration Treasury Process Cockpit	01/01/2016
77.	Tembit Software GmbH	Maintenance and Support Agreement	Maintenance and support agreement regarding Treasury Process Cockpit	01/01/2016
78.	MGC METRO Group Clearing GmbH	Framework Agreement Regarding Clearing and Cash Management	Clearing and cash management	12/02/2007

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
79.	METRO Finance B.V.	Clearing Agreement	Clearing and cash management	01/09/2004
80.	Bayerische Hypo- und Vereinsbank AG (UniCredit Bank AG), Commerzbank AG, Dresdner Bank AG, DZ Bank AG, West LB AG (Helaba Landesbank Hessen-Thüringen Girozentrale)	Framework Agreement Regarding the Account Concentration Procedure	Cash pooling	01/10/2007
81.	WestLB AG	S-Central Agreement Client – Central Clearing House	Cash pooling	22/11/2010
82.	HSBC Trinkaus & Burkhardt AG	Framework Agreement Regarding the Account Concentration Procedure	Cash pooling	01/08/2012
83.	HSBC Trinkaus & Burkhardt AG	Side Letter to the Framework Agreement Regarding the Account Concentration Procedure	Specification regarding carry over and termination	20/08/2015
84.	UniCredit Bank AG	Auto Dispo Service (ADS)	Cash pooling to MAG together with METRO Finance BV	20/09/2012
85.	UniCredit Bank AG	Auto Dispo Service (ADS)	Cash pooling to MAG together with MIAG C.V. Diemen NL	20/09/2012
86.	HSBC Trinkaus & Burkhardt AG	Agreement No. 01/2012 Regarding the Automatic Transfer of Turnover to a Target Account ("Target Account	Cash pooling to MAG	10/10/2012

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
		Agreement")		
87.	HSBC Trinkaus & Burkhardt AG	Agreement No. 02/2012 Regarding the Automatic Transfer of Turnover to a Target Account ("Target Account Agreement")	Cash pooling to MAG	10/10/2012
88.	Commerzbank AG	Commerzbank Cash Concentration Agreement	Cash pooling to MAG together with METRO Finance BV	13/06/2013
89.	Commerzbank AG	Commerzbank Cash Concentration Agreement	Cash pooling to MAG together with MIAG C.V. Diemen NL	13/06/2013
90.	Commerzbank AG	Supplemental Cash Pooling Agreement MAG	Supplemental agreement to a Commerzbank Cash Concentrating agreement	30/03/2016
91.	Commerzbank AG	Payment Transaction Agreement	Agreement regarding the cooperation in the field of Commerzbank transaction services	21/04/2016
92.	Eprox Solutions AG	Software Licence Agreement	Acquisition of a permanent license for the software EPROX RETO - REVERSAL TOOL, including a Maintenance Agreement for the acquired software license	15/08/2013
93.	Lufthansa AirPlus Service-karten GmbH	Agreement Regarding the Issuance of Credit Cards for Employees, including Modification Agreement	Corporate Credit Cards; Modification Agreement for modifying the general terms and conditions	08/03 / 15/03/2000
94.	MCM 00675	Cooperation Framework Agreement	Cooperation with group companies in the area of financial services	20/03/2000

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
95.		Confidentiality Agreement	Confidentiality agreement regarding analyses of cooperations in the field of POS services	22/10/2015
96.		Confidentiality Agreement	Confidentiality Agreement regarding analyses of cooperations in the area of POS services	15 / 19/08/2016
97.	DZ Bank AG	Agreement Regarding Conditions	Agreement regarding certain conditions	01/04/2015
98.	DZ Bank AG et al.	Consideration Agreement, including Modification Agreement	Considerations for the use of the Electronic Cash procedure	17/12/2015/ 17/02/2016
99.	DSGV e.V. as agent for Sparkassen-Finanzgruppe et al.	Consideration Agreement, including Modification Agreement	Considerations for the use of the Electronic Cash procedure	27/10 / 31/10.2014; 02/12 / 04/12/2015
100.	DSGV e.V.as agent for Sparkassen-Finanzgruppe / various sales lines and trading companies	Amendment to the Agreement on Electronic Cash Considerations within the Dealer Concentrator Model	Power of representation for former sales line	26/10/2015
101.	Helaba	Agreement on POS Clearing Conditions	Adjustment of conditions	01/07/2013
102.	UniCredit Bank AG / various credit institutions	Agreement, including Modification Agreement	Consideration girocard procedure	22/05 / 02/06/2015; Modification Agreement as of 15/12/2015 /

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
				06/01/2016
103.	comdirect bank AG	Framework Agreement, including Modification Agreement	Agreement on conditions for the use of the girocard procedure	22/11 / 27/11/2013, Modification Agreement as of 26/10 / 29/10/2015
104.	comdirect bank AG	Amendment to the Agreement on the Conditions for the Use of the Electronic Cash procedure	Additional provision regarding power of representation	21/09 / 22/10/2015
105.	UniCredit Bank AG	Framework Agreement	Conditions for the use of the girocard procedure	10/01 / 08/02/2013
106.	Deutsche Postbank AG / various	Consideration Agreement Regarding the girocard Procedure	Considerations for the use of the Electronic Cash procedure	11/01 / 21/01/2016
107.	Deutsche Bank AG	Consideration Agreement Regarding the girocard Procedure	Considerations for the use of the Electronic Cash procedure	07/01 / 25/01/2016
108.	Commerzbank AG	Framework Agreement	Considerations for the use of the Electronic Cash procedure	28/06 / 05/07/2013; 25/11/2015
109.	Commerzbank AG	Amendment to the "Framework Agreement for the Benefit of the METRO Group Companies" Regarding the Dealer Consideration in Connection	Additional provision regarding power of representation	25/11 / 11/12/2015

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
		with the Use of the Electronic Cash Procedure		
110.	Bundesverband Deutsche Banken as agent of private banks	Consideration Agreement, including Amendment	Considerations for the use of the Electronic Cash procedure	17/12/2013 / 07/01/2014; 31/10/2014
111.	Bundesverband Deutsche Banken as agent of private banks	2nd Amendment to the Agreement	Additional provision regarding power of representation	22/10 / 10/11/2015
112.	Bundesverband Deutsche Banken as agent of private banks	3rd Amendment to the Agreement on a Modified Dealer Consideration within the Scope of Application of the "Agreement on a System for Cashless Payment at Automated Check-Outs Across Credit Institutions (Electronic Cash System)"	Considerations for the use of the Electronic Cash procedure	01/12/2015
113.	Galeria Kaufhof GmbH	Paying Agency Agreement	Paying Agency Agreement with GALERIA Kaufhof	28/01/2014
114.	ConCardis GmbH	Framework Agreement on Acceptance	Framework Agreement on the processing of credit card transactions	10/02 / 21/02/2012
115.	MasterCard Europe	Strategic Business Agreement and Addendum	Agreement on cashless payments	30/01/2015 / 18/06/2015
116.	American Express Payment Service Ltd.	Framework Agreement, including Amendments	Framework agreement regarding the acceptance of American Express cards within the METRO Group	14/12/2010

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
117.	easycash GmbH	Reference Agreement	Use of the Metro logo by an external contracting party for marketing purposes	13/02 / 12/03/2014
118.	easycash GmbH	POS Framework Agreement, including Amendments	Framework Agreement on card-bound payment settlement	29/11/2004
119.	Ingencico Payment Services	Framework Agreement on Card-Bound Payment Settlement	Framework Agreement for the performance of services in connection with the settlement of cashless payment transactions	18/12/2015
120.	Banco Santander Bank of Tokyo-Mitsubishi BayerischeLandesbank München BNP Paribas S.A. Citibank N. A. Commerzbank Frankfurt Credit Industriel et Commercial - Credit Mutuel Credit Suisse CSOB Deutsche Bank Frankfurt Deutsche Postbank International DZ Bank AG	Framework Agreement Regarding Futures Contracts	See title, all identical Content	Various

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of con- tractual agreement)
	Erste Group Bank AG Goldman Sachs Internatio- nal Helaba HSBC London HSBC Trinkaus und Burkhardt ING - BHF Bank ING Bank Intesa Sanpaolo JP Morgan Chase Bank N. A., London Branch Landesbank Baden- Württemberg Merill Lynch Mizuho Corporate Bank Morgan Stanley Nataxis Raiffeisenbank Internation- al AG Royal Bank of Scotland - ABN AMRO SEB AG			

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
	Societe Generale Sumitomo Mitsui Unicredit Bank - HypoVer-einsbank Mitsubishi UFJ Securities Portigon as successor of WestLB			
121.	Goldman Sachs Bank	Framework Agreement	Framework Agreement regarding credit limit	27/03/2015
122.	Hamburger Pensionsverwaltung	Escrow Agreement	Escrow Agreement for part-time retirement	03/02/2016
123.	Ernst & Young GmbH	Mandate for Inspection	Mandatory inspection pursuant to Section 20 WpHG	22/06/2016
124.	Bank of Tokyo	Customer Consent	Consent to transfer of data	12/02/2016
125.	Postbank International SA	Declaration of Transfer of Data	Consent to transfer of data	01/11/2011
126.	MIZUHO Corporate Bank	Declaration of Transfer of Data	Consent to transfer of data	13/07/2011
127.	Euler Hermes	Guarantee Approval	Approval of a guarantee credit limit	15/01/2016
128.	Bank of Tokyo Mitsubishi	Cash Credit Limit	Credit limit	29/06/2015
129.	JP Morgan Chase Bank	Cash Credit Limit	Credit limit	09/07/2015
130.	Landesbank Baden Württemberg	Cash Credit Limit	Credit limit	13/07/2016

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
131.	Unicredit Bank AG	Cash Credit Limit	Credit limit	24/09/2012
132.	Bayerische Landesbank	Cash Credit Limit	Credit limit	28/08/2015
133.	Competition Economists Group Europe SPRL	Mandate Agreement	Economic consulting regarding antitrust proceedings	Various
134.	Dentons Europe	Legal Consulting Agreement, including 2 Amendments	Legal consulting by Dentons Europe	15/09/2015, 1st Amendment 15/09/2015, 2nd Amendment as of 24/05/2016
135.	CONSILIO GLOBAL SPRL (formerly: First Advantage Eurasia Litigation Consulting)	Framework Agreement, Mandate Agreement	Framework agreement on legal consulting by First Advantage Eurasia Litigation Consulting (now: Consilio)	08/12/2012
136.	MCM 01932, MCM 01933, MCM 01934, MCM 01935, MCM 01936	Mandate Agreement and Confidentiality Agreement	Legal consulting by freelance cooperation partners	25/03/2013
137.	MCM 01930	Mandate Agreement	Economic consulting	06/05/2014
138.	MCM 01937	Mandate Agreement	Economic consulting	23/06/2015
139.	Hausfeld & Co. LLP UK	Mandate Agreement	Consulting services in connection with antitrust proceedings	02/02/2016
140.	Hausfeld & Co. LLP UK	Mandate Agreement	Consulting services in connection with antitrust proceedings	16/12/2015

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
141.	Hausfeld & Co. LLP UK	Mandate Agreement	Consulting services in connection with antitrust proceedings	23/09/2015
142.	Hausfeld & Co. LLP UK	Mandate Agreement	Consulting services in connection with antitrust proceedings	23/09/2015
143.	Hausfeld & Co. LLP UK	Mandate Agreement	Consulting services in connection with antitrust proceedings	25/07/2016
144.	Hausfeld & Co. LLP UK	Mandate Agreement	Consulting services in connection with antitrust proceedings	23/09/2013
145.	Hausfeld LLP USA	Process Financing Agreement	Cost Transfer Agreement	23/09/2013
146.	Hausfeld LLP USA	Process Financing Agreement	Cost Transfer Agreement	16/12/2015
147.	Hausfeld LLP USA	Process Financing Agreement	Cost Transfer Agreement	23/09/2015
148.	Hausfeld LLP USA	Process Financing Agreement	Cost Transfer Agreement	23/09/2015
149.	Hausfeld LLP USA	Process Financing Agreement	Cost Transfer Agreement	25/07/2016
150.	Hausfeld UK & Hausfeld US	Framework Agreement (Cartel Recovery Portfolio Agreement)	Process financing and legal consulting in different antitrust proceedings	17/12/2014 / 08/01/2015
151.	Mishcon de Reya	Mandate Agreement	Antitrust proceedings	21/09/2015
152.	METRO PROPERTIES Holding GmbH	Company Pension Scheme	(Administrative) pension services by METRO AG unter Company Pension Scheme Module 4	01/01/2016
153.	METRO Group Asset Management Services GmbH	Company Pension Scheme	(Administrative) pension services by METRO AG under Company Pension Scheme Module 4	01/01/2016
154.	METRO Services, GKF 6. Objekt Vermögens-	Agreement for the Purchase and Sale of Property	Project Golden Gate; Agreement for the Purchase and Sale of Property with respect to Core Campus	27/06/2014

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
	verwaltungs mbH			
155.	MEM METRO PROPERTIES Energy Management GmbH	Transfer of Operative Business Division	Sale of a business division	24/02/2014
156.	MEM METRO PROPERTIES Energy Management GmbH	Service Agreement on Data Processing	Transfer of personal data	28/12/2012
157.	MEM METRO PROPERTIES Energy Management GmbH	Licence Agreement Type 3 Software	Agreement on the granting of a non-exclusive, word-wide and non-transferable license to a software (hereinafter: Type 3 Software) by METRO AG	28/12/2012
158.	Towers Watson GmbH	Service Agreement	Evaluation of Long Term Incentive (LTI) plans	01/08/2010
159.	Swiss Life International Pension Fund a.s.b.l.	Insurance Agreement	"General Terms and Conditions for Pension Funds"	21/01/2010
160.	Mercer Deutschland GmbH	Service Agreement	Service Agreement relating to MWFS Co	26/09/2016
161.	Mercer Deutschland GmbH	Service Agreement	Service Agreement - Annex 2a relating to MWFS Co	26/09/2016
162.	Mercer Deutschland GmbH	Service Agreement	Definition of services MWFS Co	26/09/2016
163.	Swiss Life International Pension Fund a.s.b.l 25	Service Agreement	Special rules of operation for sub-funds 35F-003101, 35F-003102/35F-003103 as well as supplemental agreements (EPP, IAPP, FPP)	01/01/2010
164.	Swiss Life International Pension Fund a.s.b.l 25	Service Agreement	Special rules regarding pension scheme 35F-003 1 02 (IAPP)	01/09/2011

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
165.	Swiss Life International Pension Fund a.s.b.l 25	Service Agreement	Special rules regarding pension scheme 35F-003 103 (FPP)	01/09/2011
166.	KPMG AG Wirtschaftsprüfungsgesellschaft	Licence Agreement	KPMG cost prognosis software	27/01/2009
167.	Hamburger Pensionskasse von 1905 VVaG	Pensionskasse	Collective / company pension scheme, especially for non-executive employees	06/01/1998
168.	Hamburger Pensionsrückdeckungskasse VVaG	Reinsurance Pension Scheme	Implementation of additional pension schemes for employees (pension schemes: EPP, FPP, Plan Special)	16/07/2010
169.	Hamburger Pensionsverwaltung eG	Pension Management	Performance of additional administrative services under the company pension scheme, management of pension plans of METRO GROUP (i.a. Management of RUK)	16/01/2013
170.	KPMG AG Wirtschaftsprüfungsgesellschaft	Service Agreement / Examination Agreement	Examination of performance indicators in the Sustainability Report MAG, as of 2017 separate reports	15/02/2016
171.	Jedox AG	Software Licence Agreement	License for CIS (Carbon Information System)	26/08/2016
172.	Ketchum Pleon GmbH	Service Agreement	Lead agency Sustainability Report	06/04/2016
173.	Textklinik GmbH	Service Agreement	Agency for correcting and translating the Sustainability Report	29/08/2016
174.	Strichpunkt Agentur für visuelle Kommunikation GmbH	Service Agreement	Design and development of the overall structure of the Sustainability Report	06/04/2016

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
175.	nexxar GmbH	Service Agreement	Online agency for the preparation of the Sustainability Report only available online	01/04/2016
176.	KPMG AG Wirtschaftsprüfungsgesellschaft	Service Agreement	Preparation Sustainability Report 2015/16 Preparation Carbon Accounting Answering of questionnaires for ratings 2017 (DJSI, CDP) Support establishment of sustainability	14/09/2016
177.	FSC (Verein für verantwortungsvolle Waldwirtschaft e.V.)	Licence Agreement	License for the use of the FSC logo in the Financial Statements and Sustainability Report	21/02/2016
178.	GS1 Germany GmbH	Framework Agreement	Framework agreement for the purpose of including suppliers into the f-trace system	11/12/2015
179.	PNO Consultants GmbH	Service Agreement	Framework agreement regarding support with respect to funding	05/02/2016
180.	Bangladesh Accord	Obligation to Comply with Social Standards	Accession to Bangladesh AccordS (social standards)	09/06/2016
181.	Mergermarket	Database Access	Right of access for a certain number of employees of METRO AG to the database of Mergermarket	No information available
182.	Thomson One	Database Access	Right of access for a certain number of employees of METRO AG to the database of Thomson One	01/01/2014
183.	Vienna Capital Partners Polska	Consultancy Agreement	Consultancy agreement with Vienna Capital Partners relating to Project Deli	06/06/2016
184.	Rothschild GmbH	Consultancy Agreement	Consultancy Agreement with Rothschild relating to Project	04/08/2016

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
			2MORROW	
185.	Deutsches Rotes Kreuz e.V.	Operating Agreement (Daycare Centre I)	Provision with three daycare centres	12/09/2005
186.	Gesellschaft für Arbeitsmedizin GmbH (Company Doctor)	Company Medical Services	Company medical services at the location in Düsseldorf	01/06/2007
187.	Gym80 International GmbH	Leasing of Fitness Machines	Leasing of fitness machines for the MAC	11/12/2015
188.	Hays AG	Personnel leasing & direct leasing	Leasing of employees	12/09/2016
189.	22 Connect AG	Agreement of Use	IT tool/search system	26/02/2016
190.	Deutsches Rotes Kreuz e.V.	Provision with three daycare centres for promoting, educating and developing children (Daycare Centre II)	Provision with three daycare centres	30/04/2008
191.	Deutsches Rotes Kreuz e.V.	Provision with three daycare centres for promoting, educating and developing children (Daycare Centre III)	Provision with three daycare centres	28/11/2014
192.		Cooperation Agreement	Agreement on a cooperation with respect to the purchasing of goods	08/10/2013
193.	GALERIA Kaufhof GmbH	Discount Agreement	Agreement on the granting of a discount	24.11. / 02.12.2015

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
194.	TCC Land International (Singapore) Pte. Ltd., METRO Cash & Carry Vietnam Ltd.	Transitional Agreement (Transitional Services Agreement)	Performance of services in connection with the sale of METRO Cash & Carry Vietnam Limited for a transitional period	06/01/2016
195.	TCC Land International (Singapore) Pte. Ltd., METRO Cash & Carry Vietnam Ltd.	Transitional IP Licence Agreement	Licensing of property rights in connection with the sale of METRO Cash & Carry Vietnam Limited for a transitional period	06/01/2016
196.	TCC Land International (Singapore) Pte. Ltd., METRO Cash & Carry Vietnam Ltd.,	Secondment Agreement	Secondment with respect to services in connection with the sale of METRO Cash & Carry Vietnam Limited	06/01/2016
197.	INO S.A., Makro Cash & Carry Wholesale Société Anonyme	Transitional Agreement (Transitional Services Agreement)	Performance of services in connection with the sale of Makro Cash & Carry Wholesale Société Anonyme for a transitional period	30/01/2015
198.	INO S.A., Makro Cash & Carry Wholesale Société Anonyme	Transitional IP Licence Agreement	Licensing of property rights in connection with the sale of Makro Cash & Carry Wholesale Société Anonyme for a transitional period	30/01/2015
199.	Hudson's Bay Company	Share Purchase Agreement as amended by 4 Amendment Agreements	Sale of the GALERIA Kaufhof Group	15/06/2015; 1st Amendment: 30/07/2015; 2nd Amendment: 03/08/2015; 3rd Amend-

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
				ment: 31/08/2015; 4th Amend- ment: 29 / 30/09/2015
200.	Hudson`s Bay Company	Transitional Agreement (Transitional Services Agreement)	Performance of services by METRO group companies to GALERIA Kaufhof group companies for a transitional period	30/09/2015
201.	Hudson`s Bay Company	Transfer Agreement	Transfer of GALERIA Kaufhof Group	30/09/2015
202.	MCM 00431 and MCM 00434	Assignment Agreements	Agreement on the assignment of claims	30/09/2015
203.	City of Neunkirchen	Share Transfer Agreement	Sale of interest in Neunkircher Zoo GmbH	26/09/2016
204.	DIVACO AG & Co. KG	Agreement	General agreement	05/08/2016
205.	Blitzstart Holding AG, Blitz D16-158 GmbH	Share Transfer Agreement	Acquisition of HoReCa Komplementär GmbH	25/07/2016
206.	Blitzstart Holding AG	Share Transfer Agreement	Acquisition of HoReCa Investment Management GmbH	25/07/2016
207.	Blitzstart Holding AG	Share Transfer Agreement	Acquisition of HoReCa Services GmbH	25/07/2016
208.	METRO Groß- und Lebensmittel Einzelhandel Holding GmbH METRO Wholesale & Food Specialist GmbH	Agreement Regarding a Comfort Letter	Comfort letter of METRO AG with respect to liabilities of METRO Wholesale & Food Specialist GmbH arising out of the Agreement on the Transfer and Assignment of Shares relating to certain shares in real,- Holding GmbH, real,- Group Holding GmbH, HoReCa Digital GmbH and Hitmeister GmbH by METRO Groß- und Lebensmittel Einzelhandel Holding GmbH to METRO Wholesale & Food Specialist	26/09/2016

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
			GmbH as well as out of the Deferment Agreement regarding the purchase price	
209.	METRO Groß- und Lebensmittel Einzelhandel Holding GmbH METRO Wholesale & Food Specialist GmbH	Clarification regarding the Agreement on a Comfort Letter	Clarification of the fact that the Comfort Letter of METRO AG as of 26 September 2016 remains unchanged with respect to its content and continues to apply	29/09/2016
210.	METRO Erste Erwerbsgesellschaft mbH METRO Wholesale & Food Specialist GmbH	Agreement Regarding a Comfort Letter	Comfort Letter of METRO AG with respect to liabilities of METRO Wholesale & Food Specialist GmbH arising out of the Agreement on the Transfer and Assignment of Shares relating to certain shares in METRO Cash & Carry International GmbH by METRO Erste Erwerbsgesellschaft mbH to METRO Wholesale & Food Specialist GmbH as well as out of the Deferment Agreement regarding the purchase price	29/09/2016
211.	METRO Groß- und Lebensmittel Einzelhandel Holding GmbH	Share Purchase and Assignment Agreement	Sale and assignment of the sole share in METRO Wholesale & Food Specialist GmbH by METRO Groß- und Lebensmittel Einzelhandel Holding GmbH to METRO AG	15/09/2016
212.	METRO Wholesale & Food Specialist GmbH	Contribution and Transfer Agreement	Contribution of a limited partnership interest of just under 92.9% of the fixed capital/liability capital of METRO PROPERTIES GmbH & Co. KG by METRO AG to METRO Wholesale & Food Specialist GmbH	19/09/2016
213.	METRO Wholesale & Food Specialist GmbH	Contribution and Transfer Agreement	Contribution of a share in METRO PROPERTIES Management GmbH by METRO AG to METRO Wholesale & Food Specialist GmbH	19/09/2016

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
214.	Hengeler Mueller Partnerschaft von Rechtsanwälten mbB, Berlin	Framework Mandate Agreement	Agreement on consultancy and representation of METRO by Hengeler Mueller in judicial and non-judicial matters	08/04/2016
215.	Kaufhof plus Grundstücks-Vermietungsgesellschaft mbH & Co. Objekt Halle KG	Real Estate Leasing Agreement, including Amendment	Agreement on real estate leasing	28/09/1994 18/10 / 08/12/2006
216.	Kaufhof plus Grundstücks-Vermietungsgesellschaft mbH & Co. Objekt Krefeld KG	Real Estate Leasing Agreement, including Amendment	Agreement on real estate leasing	28/03/1994 27/12/2012
217.	Kaufhof plus Grundstücks-Vermietungsgesellschaft mbH & Co. Objekt Mannheim KG	Real Estate Leasing Agreement, including Amendment	Agreement on real estate leasing	28/09/1994 24/09/2014
218.	Kaufhof plus Grundstücks-Vermietungsgesellschaft mbH & Co. Objekt Wuppertal-Elberfeld KG	Real Estate Leasing Agreement, including Amendment	Agreement on real estate leasing	14/12/1993 23/04 / 17/06/1996
219.	Kaufhof plus Grundstücks-Vermietungsgesellschaft mbH & Co. Objekt Halle KG	Option Agreement	Agreement on a right to buy the leased real estate	29/09/1994
220.	Kaufhof plus Grundstücks-Vermietungsgesellschaft mbH & Co. Objekt Krefeld KG	Option Agreement	Agreement on a right to buy the leased real estate	30/03/1994

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
221.	Kaufhof plus Grundstücks-Vermietungsgesellschaft mbH & Co. Objekt Mannheim KG	Option Agreement	Agreement on a right to buy the leased real estate	29/09/1994
222.	Kaufhof plus Grundstücks-Vermietungsgesellschaft mbH & Co. Objekt Wuppertal-Elberfeld KG	Option Agreement	Agreement on a right to buy the leased real estate	17/12/1993
223.	Freshfields	Mandate Agreement	Consultancy on tax matters for the project 2morrow	23/05/2016
224.	Rothschild GmbH	Advisory Agreement	Advisory agreement regarding project 2morrow	04/08/2016
225.	Willis Towers Watson, Frankfurt	Service Agreement	Evaluation of Long Term Incentive plans	22/10/2015
226.	hkp///Group, Frankfurt	Consultancy Agreement	Consultancy and support regarding remuneration	03/08/2016
227.	Bain & Company	Consultancy Agreement	Strategic consultancy regarding project 2morrow	30/06/2016
228.	CNC – Communications & Network Consulting Ltd.	Consultancy Agreement for Project 2morrow	Support of project 2MORROW (formerly: Trigger) with respect to communication	01/03/2016
229.	Moody's Deutschland GmbH	Service Agreement (Rating Assessment Service)	Rating assessment of project 2MORROW	29/06/2016
230.	Standard & Poor's Credit Market Services Europe Ltd., Frankfurt	Service Agreement (Rating Evaluation Service Agreement)	Rating evaluation of project 2MORROW – W&FS Co. and CE Co. (evaluation of an additional scenario)	23/08/2016

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
231.	Standard & Poor's International Ratings	Agreement on Rating Services	Services in connection with the first rating of METRO AG	25/10/1999
232.	AMANA consulting GmbH	Consultancy Agreement Accounting	Performance of services regarding SmartNotes	10/05 / 11/05/2016
233.	Deloitte & Touche GmbH, Wirtschaftsprüfungsgesellschaft	Consultancy Agreement Accounting	Performance of evaluation services in connection with planned spin-off of the CC Division from METRO AG	17/4 / 10/05/2016
234.	Eberhard Vogel GmbH StBG	Consultancy Agreement Accounting	Support with the preparation of combined financial statements for project Trigger	19/05 / 23/05/2016
235.	FAS Lease AG	Consultancy Agreement Accounting	Support with the analysis of the consequences of changed accounting for leases under IFRS 16	13/04 / 18/04/2016
236.	KPMG AG, Wirtschaftsprüfungsgesellschaft	Consultancy Agreement Accounting	Examination by CFS of "MWFS Co" as of 30/09/2016 for the entire securities prospect	02/06/2016
237.	KPMG AG, Wirtschaftsprüfungsgesellschaft	Consultancy Agreement Accounting	Consultancy regarding enforcement - preparation of and support for the DPR procedure	19/07 / 25/07 / 26/07/2016
238.	KPMG AG, Wirtschaftsprüfungsgesellschaft	Consultancy Agreement Accounting	PMO Support Project Trigger	23/05/2016
239.	KPMG AG, Wirtschaftsprüfungsgesellschaft	Consultancy Agreement Accounting	Examination of preservation of share capital of METRO Wholesale & Food Specialist GmbH	02/09 / 13/09/2016

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
240.	KRONGAARD AG	Consultancy Agreement Accounting	Support by consultancy for Combined Financial Statement Frank Linde	18/04/2016
241.	PKF Fasselt Schlage Wirtschaftsprüfungsgesellschaft/Steuerberatungsgesellschaft	Consultancy Agreement Accounting	Support/preparation/documentation Combined Financial Statement	29/6 / 01/08/2016
242.	PWC AG, Wirtschaftsprüfungsgesellschaft	Consultancy Agreement Accounting	Review of company evaluations in connection with project 2morrow	20/07 / 19/09 / 20/09/2016
243.	PWC AG, Wirtschaftsprüfungsgesellschaft	Consultancy Agreement Accounting	Impact Analysis under IFRS 15 and IFRS 9 at METRO Group	01/08 / 30/09/2016
244.	PWC AG, Wirtschaftsprüfungsgesellschaft	Consultancy Agreement Taxes	Consultancy regarding project 2morrow	03/05/2016
245.	Handelsverband Deutschland e.V.	Membership Agreement	Provisions regarding membership in HDE for METRO and METRO group companies	24/05/2013
246.	Media-Saturn-Holding GmbH real,- SB Warenhaus GmbH	Agreement on Refund of Fees	Provision on refund of HDE fees	11/03/2016
247.	real,- SB Warenhaus GmbH	Side Letter to Agreement on Refund of Fees	Provision on refund of HDE fees for the calendar year 2016	11/03/2016

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
248.	Media-Saturn-Holding GmbH	Side Letter to Agreement on Refund of Fees	Provision on refund of HDE fees for the calendar year 2016	11/03/2016
249.	METRO Group Asset Management Services GmbH	Control and Profit and Loss Transfer Agreement	Control and Profit and Loss Transfer Agreement	19/02/2013
250.	METRO PROPERTIES Holding GmbH	Control and Profit and Loss Transfer Agreement	Control and Profit and Loss Transfer Agreement	19/02/2013
251.	METRO Dienstleistungs-Holding GmbH	Control and Profit and Loss Transfer Agreement	Control and Profit and Loss Transfer Agreement	19/02/2013
252.	N + NF Trading GmbH	(Voluntary) Loss Assumption Declaration by METRO AG pursuant to § 264 para. 3 sent. 1 No. 2 HGB	Loss Assumption Declaration for the benefit of N + NF Trading GmbH for the financial year from 01/10/2015 through 30/09/2016	01/09/2016
253.	Groupe Auchan S.A.	Share Purchase Agreement	Share Purchase Agreement regarding the interests in real,- Poland, Ukraine, Romania and Russia	30/11/2012
254.	Haci Duran Begendik	Share Purchase Agreement	Share Purchase Agreement regarding the interests in real,- Turkey	27/06/2014
255.	AIG, HDI, Zurich	Property and Business Interruption Insurances	Property and business interruption insurances for all companies of the METRO GROUP, international coverage - primary coverage plus 2 excess coverages	AIG – 16/09/2016 HDI 1st Layer - 19/09/2016 Zurich 2nd Layer – 19/09/2016

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
256.	AIG	Metro Re AG: Guarantee by Parent Company	"Soft" Comfort Letter for the purpose of collateralising the risk of AIG as primary insurer in the event of a refusal of METRO Re to pay	18/08/2016
257.	HDI, Allianz, AIG, Zurich, AXA, Mitsui	Directors & Officers (D&O) Insurance	Financial loss liability insurance for all members of the Management and Supervisory Boards as well as all directors of the companies of the METRO GROUP, international coverage, program contains primary coverage as well as 5 layers (excess coverages)	HDI 13/11/2014 Allianz 29/11/2014 AIG 14/01/2015 Zurich 10/12/2014 AXA 01/07/2015 Mitsui 05/08/2015
258.	HDI	Criminal Law Insurance Coverage	International insurance coverage for defence costs in connection with criminal law matters and marginal legal violations such as disciplinary proceedings and violations against professional rules or ethics with respect to actions within the company as suspect or witness	28/09/2016
259.	Swisslife	Health Insurance for Expatriates as well as Health Insurance for Official Business Trips	International coverage for expatriates and employees on official business trips	12/11/2013
260.	ISOS	Service and Support	Support in the event of medical emergencies, pandemic problems and evacuations of external employees of METRO	01/12/2015

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
			GROUP	
261.	AIG. Lloyds Markets	Terrorism Risk Insurance	International coverage for business assets, i.a. against business interruption in the case of terrorist attacks	20/09/2016
262.	Zurich, Ergo	Liability Insurance (including Business Liability Insurance, Product Liability Insurance and Environmental Liability Insurance)	International coverage in the event of liability events	Zurich - 16/09/2016 Ergo 1st Layer – 16/09/2016
263.	Euler Hermes	Fidelity Insurance	International coverage for all METRO companies against fraud and infidelity by employees	16/09/2016
264.	HDI (Zurich, ACE) ACE	Accident Insurance	International coverage 24/7 for employees within the framework of the individual employment agreement or a works agreement (Germany)	HDI - 16.09.2016 ACE Kumul – 19/09/2016
265.	HDI	Automotive Insurance	Automotive insurance for company cars	16/01/2014
266.	AIG, Zurich, ACE and others syndicates from the London Market	Political Risk Insurance	Protection of investments (equity, loans, guarantees, etc.) against political risks in so-called “Emerging Markets”	27/09/2016
267.	Zurich (HDI, AXA, Helvetia)	Transport Insurance	Coverage of (national and international) transport risks	19/09/2016
268.	Allianz	Cash-In-Transit Insurance	Coverage for cash-in-transit in Germany	15/09/2016

Ser. no.	Counterparty of METRO AG or contract number pursuant to MCM*	Designation (of contractual agreement)	Subject matter (of contractual agreement)	Date (of contractual agreement)
269.	METRO Cash & Carry OOO	Credit line agreement and supplemental agreements	Agreement on a credit line as well as supplemental agreements	22/05/2015 Amendment Agreement 15/12/2015
270.	METRO Warehouse No-ginsk OOO	Credit line agreement and supplemental agreements	Agreement on a credit line as well as supplemental agreements	06/05/ / 24/08/2007 Amendment Agreement 28/03/2014; 15/12/2015
271.	METRO Cash & Carry International GmbH	IT Service Framework Agreement	Framework agreement regarding the provision of IT services	16/12/2015

Annex 5.8
Hive-Down Assets
Associations, groups and organisations (MWFS Business Division)

Ser. no.	Association / group / organisation
1.	Afrika-Verein der deutschen Wirtschaft e.V.
2.	Außenhandelsvereinigung des Deutschen Einzelhandels e.V. (AVE)
3.	ABA (Arbeitsgemeinschaft für Betriebliche Altersversorgung e.V.)
4.	AHD e.V. (Unternehmervereinigung für Arbeitsbedingungen im Handel und Dienstleistungsgewerbe)
5.	AWV (Arbeitsgemeinschaft für wirtschaftliche Verwaltung)
6.	APA (Asien-Pazifik-Ausschuss der Deutschen Wirtschaft)
7.	Baden-Badener Unternehmergespräche (BBUG)
8.	Bundesvereinigung der Deutschen Arbeitgeberverbände (BDA) / Förderkreis
9.	Bundesverband der Deutschen Industrie (BDI) / Deutscher EU-Wirtschaftskreis
10.	BLL (Bund für Lebensmittelrecht und Lebensmittelkunde)
11.	BSCI Business Social Compliance Initiative (c/o FTA - Foreign Trade Association)
12.	Charta der Vielfalt e.V.

Ser. no.	Association / group / organisation
13.	The Consumer Goods Forum (created in 2009 out of CIES The Food Business Forum, GCI and Global CEO Forum)
14.	Deutschesprachige SAP Anwendergruppe e.V. (DSAG)
15.	Deutsche Gesellschaft für Ernährung (DGE)
16.	Deutsche Gesellschaft für Politikberatung
17.	Deutsche Stiftung Verbraucherschutz
18.	Deutsche Vereinigung für gewerblichen Rechtsschutz und Urheberrecht e.V., Köln (GRUR)
19.	Deutsches Aktieninstitut e.V.
20.	Deutsches Institut für interne Revision e.V. (IRR)
21.	Deutsch-Russisches Forum e.V.
22.	Deutsch-Ukrainisches Forum e.V.
23.	Deutsche Schutzvereinigung für Wertpapierbesitz e.V. (DSW)
24.	Deutsch-Indische Handelskammer, Indo-German Chamber of Commerce
25.	DGFP (Deutsche Gesellschaft für Personalführung)
26.	DIRK (Deutscher Investor Relations Verband, Hamburg)
27.	DRSC (Deutsche Rechnungslegungs Standards Committee)
28.	EFMD European Foundation für Management Development

Ser. no.	Association / group / organisation
29.	EHI Retail Institute
30.	ERRT (European Retail Round Table)
31.	EuroCommerce
32.	Europäische Bewegung Deutschland e.V.
33.	Fördererkreis der Deutschen Gesellschaft für Auswärtige Politik e.V.
34.	Foreign Trade Association (FTA)
35.	Foundation for the Global Compact
36.	Freundeskreis des Stadtmuseums Düsseldorf e.V.
37.	Freundeskreis Deutsche Oper am Rhein
38.	Freundeskreis Stiftung Marktwirtschaft
39.	GS1 Germany (vormals CCG (Centrale für Coorganisation GmbH))
40.	G.E.M. (Gesellschaft zur Erforschung des Markenwesens e. V.)
41.	Gesellschaft der Freunde der Kunstsammlung NRW
42.	Gesellschaft der Freunde und Förderer der Düsseldorfer Tonhalle
43.	Gesellschaft zum Studium strukturpolitischer Fragen e.V.
44.	GfK (Gesellschaft für Konsum-, Markt- und Absatzforschung e.V.)

Ser. no.	Association / group / organisation
45.	IfH - Gesellschaft zur Förderung des Instituts für Handelsforschung an der Universität Köln e.V.
46.	ICC (International Chamber of Commerce Internationale Handelskammer, Köln - Paris - ICC-Deutschland)
47.	Ifo - Institut für Wirtschaftsforschung e.V.
48.	Institut "Finanzen und Steuern", Berlin
49.	Internationaler Controller Verein
50.	Kulturkreis der dt. Wirtschaft im BDI
51.	OAV German Asia-Pacific Business Association
52.	Ost-Ausschuss der Deutschen Wirtschaft, BDI, Berlin
53.	Schmalenbach-Gesellschaft für Betriebswirtschaft e.V.
54.	Städelscher Museums-Verein
55.	Stiftung Wissenschaftliche Hochschule für Unternehmensführung, WHU, Vallendar
56.	Stifterverband für die Deutsche Wissenschaft
57.	TAFS International Forum for TSE and food safety
58.	Verband für Sicherheit in der Wirtschaft NRW
59.	Wirtschaftsrat der CDU
60.	WJD Wirtschaftsjuvenen Düsseldorf e.V. an der IHK Düsseldorf

Ser. no.	Association / group / organisation
61.	Wirtschaftspolitischer Club Deutschland e.V.
62.	China Club Berlin
63.	Berlin Capital Club
64.	International Club Berlin
65.	Deutsch-Niederländische Handelskammer
66.	TUSİAD (Turkish Industrialists' and Businessmen's Association)
67.	GPD (Food Retailers Association)
68.	YASED (International Investors Association)
69.	DEİK (Foreign Economic Relations Board)
70.	AHK (German Turkish Chamber of Commerce)
71.	TUGİDER (All Food Importers Association)
72.	Gıda Güvenliği Derneği (Food Safety Association)
73.	TOBB (The Union of Chambers and Commodity Exchanges of Turkey)
74.	KIYED (Government and Corporate Affairs Management Association)
75.	Moscow International Business Association (MIBA)
76.	American Trade Chamber (AmCham)

Ser. no.	Association / group / organisation
77.	"St.Petersburg International Economic Forum"
78.	Russian-German Chamber (AHK)
79.	Association of European Business (AEB)
80.	Association of Companies Retail Trade (ACORT)
81.	AHK Polen (Deutsch-Polnische Industrie- und Handelskammer)
82.	POHID (Polska Organizacja Handlu i Dystrybucji)
83.	Konfederacja Lewiathan (Polish confederation of private employers)

Annex 5.9
Hive-Down Assets
Litigation (MWFS Business Division)

Labour court proceedings

Ser. no.	Defendant (Company name)	Additional defendants from METRO Group	Subject matter	Court	File reference number
1.	METRO AG	–	Action for dismissal protection	Labour Court Düsseldorf	12 Ca 3134/16
2.	METRO AG	–	Action for payment	Regional labour court Düsseldorf	14 Sa 271/16
3.	METRO AG	–	Invalidity of release from work	Labour Court Düsseldorf	14 Ca 5329/16
4.	METRO AG	–	Declaratory action, invalidity of amendments to agreement	Labour Court Düsseldorf	8 Ca 4594/16
5.	METRO AG et al.	METRO Cash & Carry International GmbH	Action for dismissal protection	Labour Court Düsseldorf	12 Ca 2226/16
6.	METRO AG et al.	Makro Ltd.	Action for dismissal protection	Labour Court Düsseldorf	5 Ca 6116/15
7.	METRO AG et al.	METRO Cash & Carry Deutschland GmbH	Action for dismissal protection	Labour Court Düsseldorf	5 Ca 5263/16

Other litigation

Ser. no.	Plaintiff(s) (Company name)	Defendant (Company name)	Additional defendants from METRO Group	Subject matter	Court	File reference number
1.	Koninklijke Philips N.V.	METRO AG et al.	various	Negative declaratory action related to damage claims under antitrust law	District Court München I	37 O 16103/15
2.	METRO Cash&Carry Deutschland GmbH real,- SB-Warenhaus GmbH METRO AG	Reckitt Benckiser Deutschland GmbH	–	Civil proceedings regarding damages as a consequence of price agreements	District Court Mannheim	2 O 46/16 Kart

Annex 5.10.a)
Hive-Down Balance Sheet

Accounting Date: 1 October 2016, 0:00 a.m.

Assets		Liabilities	
	<u>Euro</u>		<u>Euro</u>
A. Fixed assets	1,594,843,731.43	A. Equity capital	-991,956,198.27
I. Intangible assets	32,130,622.52	B. Provisions	306,640,024.43
II. Property, plant and equipment	2,334,942.04	1. Provisions for pensions and similar obligations	1,915,919.00
1. Fixtures in leased buildings	18,587.47	2. Provisions for taxes	7,059,993.69
2. Other equipment, office furniture and fixtures	2,316,354.57	3. Other provisions	297,664,111.74
III. Financial assets	1,560,378,166.87	C. Payables	2,919,866,331.29
1. Shareholdings in affiliated companies	1,559,429,815.68	1. Bonds	1,751,000,000.00
2. Loans granted to affiliated companies	157,390.00	2. Bonded loans	66,000,000.00
3. Shareholdings	50,000.00	3. Liabilities to banks	27,926,891.30
4. Other loans	740,961.19	4. Trade payables	20,649,354.92:

B. Current assets	630,835,854.54		5. Liabilities to affiliates	1,010,379,218.26
I. Inventories			6. Other accounts payable	43,910,866.81
II. Accounts receivable and other assets	612,839,647.21			
1. Accounts receivable from affiliated companies	595,621,026.54		D. Accrued items	5,252,508.60
2. Other assets	17,218,620.67			
III. Cheques, cash, bank accounts	17,996,207.33			
C. Accrued items	14,123,080.08			
	<u>2,239,802,666.05</u>			<u>2,239,802,666.05</u>

Annex 17.1
Spin-Off Balance Sheet

Accounting Date: 1 October 2016, 0:00 a.m.

Assets		Liabilities	
	<u>Euro</u>		<u>Euro</u>
Assets	0.00	Equity capital	4,112,024,721.61
Financial assets	4,405,780,415.96	Provisions	0.00
Shares in affiliated companies	4,405,780,415.96	Payables	293,755,694.35
Current assets	0.00	Liabilities to affiliated companies	293,755,694.35
Accrued items	0.00	Accrued items	0.00
	4,405,780,415.96		4,405,780,415.96

Annex 27.6

Claims to be allocated to the MWFS Business Division economically which pursuant to § 4.9 remain with METRO AG

The proceedings specified under ser. no. 1 in Annex 4.9.1 and the proceedings specified under ser. no. 2 in Annex 4.9.1 as well as the rights and obligations asserted in each of such proceedings and any agreements in connection therewith must be economically attributed to the MWFS Business Division to the following extent and with the consequences specified in more detail in the Division Agreement, irrespective of their attribution to CE assets from a legal point of view:

- a. Any and all interest claims attributable to the current or former sales lines of the MWFS Business Division (i.a. Metro Cash & Carry, Real and GaleriaKaufhof) to which METRO AG is entitled (i) as METRO AG borrowed debt capital for the companies of such sales lines or has contributed equity to the companies of such sales lines or (ii) as the companies of such sales lines entered into a cash pooling agreement with METRO AG or its affiliated companies;
- b. Any and all claims to which METRO AG is entitled on the basis of assignment agreements regarding claims ("Schedule 1 of the Assignment Agreements") of 30 September 2015 between METRO AG and the companies of the former sales line GaleriaKaufhof sold to Hudson's Bay Company;
- c. Any and all claims to which METRO AG is entitled on the basis of assignment agreements regarding claims ("Schedule 1 of the Assignment Agreements") as of 5 March 2013 between METRO AG and real,- Hypermarket Romania S.R.L. as well as real,- Sp.z.o.o. i Spółka spółka komandytowa sold to Auchan group.

Annex 30.1

Design of the preference of the preference shares of MWFS AG

- (1) Holders of non-voting preference shares will receive from the annual balance sheet profits an advance dividend of 0.17 euros per preference share.
- (2) Should the balance sheet profits available for distribution not suffice in any one financial year to pay the advance dividend, the arrears (excluding any interest) shall be paid from the balance sheet profits of future financial years in an order based on age, i.e. in such manner that any older arrears are paid off prior to any more recent ones and that the preferred dividends payable from the profit of a financial year are not distributed until all of any accumulated arrears have been paid.
- (3) After the advance dividend has been distributed, the holders of ordinary shares will receive a dividend of 0.17 euros per ordinary share. Thereafter, an extra dividend which does not have to be paid in arrears will be paid to the holders of non-voting preference shares which per preference share shall amount to 10 percent of such dividend as, in accordance with No. (4) below, will be paid to the holders of ordinary shares, inasmuch as such dividend equals or exceeds 1.02 euros per ordinary share.
- (4) The holders of non-voting preference shares and of ordinary shares will equally share in any additional profit distribution in the proportion of their shares in the capital stock.

Annex 30.2

Description Performance Share Plan and settlement provisions

In the 2013 financial year, the last and only currently still outstanding tranche of the Performance Share Plan („PSP“) established in 2009 and scheduled for five years was issued to members of the Management Board of METRO AG as well as selected executives. Upon exercise of the rights from this tranche, a payment in cash will be made. For this purpose, upon expiry of the performance period of at least three and no more than 4.25 years the final number of Performance Shares to be paid out will be determined based on the relative performance of the METRO AG share compared to the arithmetic mean of the share indices DAX 30 and Euro STOXX Retail - Total Return. The last exercise date for the 2013 tranche of the PSP is 1 July 2017. Each Performance Share carries an entitlement to a cash payment in the amount of the three-month average share price of the METRO AG share before the respective time of payment. As a precondition for the payment of the Performance Shares, the entitled parties are obliged to build up an investment in METRO AG shares financed by themselves and to hold such investment until the expiry of the three-year vesting period. The self-financed investment applies to the entire term of the Performance Share Plan.

In the event that the spin-off has not yet taken effect prior to the end of the performance period of the PSP 2013 tranche, the tranche can be terminated according to plan. In the event that the spin-off has already taken effect before the end of the performance period of the PSP 2013 tranche, an unchanged continuation of the PSP within METRO AG or, respectively, within MWFS AG is not possible in a meaningful way. From the spin-off taking effect, a continuation of this tranche based on the components specified in the plan rules for the measurement of success would not be appropriate, since the PSP 2013 tranche is based primarily on the METRO AG share and the share price of the METRO share will reduce significantly as a result of the spin-off.

Therefore, in this case, it is intended that the PSP 2013 tranche be settled at its fair value and paid out in cash. For this purpose, the date of the spin-off taking effect will be deemed to be the final time of exercise.

As per that date, the fair value will be determined by external experts in accordance with an acknowledged financial mathematics method with the same method and subject to the same assumptions subject to which this tranche is currently measured for the determination of the accounting provisions in the respective quarterly financial statements and coordinated with the independent auditor. The amount to be paid out under the PSP 2013 tranche will be determined exact to a day as per the date of the spin-off taking effect in accordance with the method provided for in the plan and described above. The settlement of the payment amounts so determined will occur no later than two months after the spin-off taking effect.

Annex 31.1

Special benefits in connection with the settlement of Long-Term Incentive Programmes

1. There are the following long-term remuneration programmes, some with share-based components (so-called Long-term Incentive Programmes), on which the spin-off has effects if these programmes have not yet been terminated according to plan at the point in time of the spin-off taking effect:
 - **Performance Share Plan ("PSP"):** In the 2013 financial year, the last and only currently still outstanding tranche of the Performance Share Plan (PSP) established in 2009 and scheduled for five years was issued to members of the Management Board of METRO AG as well as selected executives. Upon exercise of the rights under this tranche, a payment in cash will be made. For this purpose, upon expiry of the performance period of at least three and no more than 4.25 years the final number of Performance Shares to be paid out will be determined based on the relative performance of the METRO AG share compared to the arithmetic mean of the share indices DAX 30 and Euro STOXX Retail - Total Return. The last exercise date for the 2013 tranche of the PSP is 1 July 2017. Each Performance Share carries an entitlement to a cash payment in the amount of the three-month average share price of the METRO AG share before the respective time of payment. As a precondition for the payment of the Performance Shares, the entitled parties are obliged to build up an investment in METRO AG shares financed by themselves and to hold such investment until the expiry of a three-year vesting period. The self-financed investment applies to the entire term of the Performance Share Plan.
 - **Sustainable Performance Plan ("SPP"):** In the 2013/14 financial year, a tranche of the SPP with a three-year performance-period was issued for the Management Board of METRO AG as well as selected executives. The amount of the payments under the SPP is primarily dependent on a component based on the shareholder return as well as on a sustainability component. A payment of the Total Shareholder component of the SPP will only occur if the final share price of the METRO ordinary share is not lower than the initial share price at the point in time of the issuing (EUR 29.73). If this condition is not fulfilled, a claim for payment exists only if within a period of three years after expiry of the performance period the XETRA closing price of the METRO ordinary share is higher or the same as the initial share price for more than 40 consecutive stock exchange trading days.
 - **Sustainable Performance Plan Version 2014 ("SPP 2014"):** Since the 2014/15 financial year, the SPP was issued to the Management Board of METRO AG as well as selected executives in an modified form (SPP 2014). In addition to the two compo-

nents of the SPP, it takes into account as a third component the result per share. Of the SPP 2014, two tranches were issued, the 2014/15 tranche with a performance period of three years and the 2015/16 tranche with a performance period of four years.

2. Upon the spin-off taking effect, the tranches 2014/15 (the performance period will expire 40 stock exchange trading days after the 2018 annual general meeting of shareholders) and 2015/16 (the performance period will expire 40 stock exchange trading days after the 2020 annual general meeting of shareholders) of the SPP 2014 will not yet have terminated and, therefore, will not have been settled according to plan; in the case of the spin-off taking effect in the first six months of 2017, this may possibly apply also to the 2013/14 tranche of the SPP (the performance period for the component based on the shareholder return will expire 40 stock exchange trading days after the 2017 annual general meeting of shareholders) as well as for the 2013 tranche of the PSP (the last exercise date is 1 July 2017) (collectively the "**Affected LTI Tranches**").

The following members of the Management Board of METRO AG and of the Management Board and of the Supervisory Board of MWFS AG hold the following rights in respect of the Affected LTI Tranches, which are shown with the granted target amounts resulting in the case of 100% target achievement (with the proviso that the specific target achievement in the PSP 2013 tranche may be between 0 and 500% and in the case of the 2013/14 SPP tranches as well as the 2014/15 and 2015/16 tranches of the SPP 2014 between 0 and 250%):

Members of the Management Board of METRO AG (in EUR mn)

	PSP 2013	SPP 2013/14	SPP 2014/15	SPP 2015/16	Total
O. Koch	EUR 1.60	EUR 1.60	EUR 1.60	EUR 1.60	EUR 6.400
P. Boone	EUR 0.10	---	EUR 0.165	EUR 0.96	EUR 1.225
M. Frese	---	EUR 1.20	EUR 1.20	EUR 1.20	EUR 3.600
P. Haas	EUR 0.96	EUR 0.96	EUR 1.20	EUR 1.20	EUR 4.320
H. Hutmacher	---	EUR 1.20	EUR 1.20	EUR 1.20	EUR 3.600
Total	EUR 2.66	EUR 4.96	EUR 5.365	EUR 6.16	EUR 19.145

Members of the Management Board of MWFS AG (in EUR mn)

	PSP 2013	SPP 2013/14	SPP 2014/15	SPP 2015/16	Total
C. Baier	---	---	EUR 0.165	EUR 0.55	EUR 0.715
C. Kämper	---	---	EUR 0.04	EUR 0.04	EUR 0.08
C. Ziggel	---	---	EUR 0.06	EUR 0.06	EUR 0.12
Total	---	---	EUR 0.265	EUR 0.65	EUR 0.915

Members of the Supervisory Board of MWFS AG (in EUR mn)

	PSP 2013	SPP 2013/14	SPP 2014/15	SPP 2015/16	Total
M. Bouschel- jong	---	---	EUR 0.1	EUR 0.1	EUR 0.2
H.-D. Hinker	---	---	EUR 0.06	EUR 0.06	EUR 0.12
H. Sachs	---	---	EUR 0.165	EUR 0.165	EUR 0.37
Total	---	---	EUR 0.325	EUR 0.325	EUR 0.69

3. As a consequence of the spin-off, the MWFS Business Division will be transferred to MWFS AG and MWFS AG will leave the METRO Group. An unchanged application of the components for the measurement of success (Key Performance Indicators, "**KPIs**") specified in the relevant Plan Rules would not be appropriate. The Affected LTI Tranches are based on KPIs relating to METRO GROUP in its current composition, for example the sustainability, the result per ordinary share of METRO AG, the shareholder return in respect of the ordinary shares of METRO AG or the relative development of the share price. Therefore, the Long-term Incentive Programmes are in part to be wound up and in part to be adjusted to the new situation.

a. *Settlement of the tranches of the PSP, SPP and the vested tranches of the SPP 2014 in cash*

For the PSP 2013 tranche, the date of the spin-off taking effect shall be deemed the final time of exercise – provided that the last exercise date for this tranche (1 July 2017) has not yet occurred at the point in time of the spin-off taking effect. For the SPP 2013/14 tranche, a settlement at the fair value will be conducted – provided that this tranche is not yet terminated at the point in time of the spin-off taking effect.

With regard to the two tranches of the SPP 2014 that still have a longer running term, a distinction is made between rights that have vested and those that have not vested at the point in time of the spin-off taking effect. These tranches have "vested" to such extent as their respective performance period has already expired at the point in time of the spin-off taking effect. By way of an analogy to the settlement arrangements provided for in the plan rules in the event of a delisting and of a change of control, for the already vested parts of the tranches of the SPP 2014 a payment of the fair value will be made in cash on a pro rata temporis basis, i.e. in proportion of the completed period of time of the respective performance period to the overall duration in the respective performance period. For the still continuing tranches the fair value is determined as per the date of the spin-off taking effect by external experts in accordance with accepted methods of financial mathematics.

According to the above, for the members of the Management Board of METRO AG and of the Management Board and of the Supervisory Board of MWFS AG the following payment amounts apply. For this purpose, 31 March 2017 was assumed as the date of the spin-off taking effect. With regard to the degree of fulfilment, the most current valuation opinions on the Affected LTI Tranches by an external experts were used. Both the date of the spin-off taking effect and the degree of fulfilment of the payment conditions are subject to change. Accordingly, the final payment amount may deviate from the fair value of the Affected LTI Tranches projected below:

Members of the Management Board of METRO AG (in EUR mn; rounded two decimal places)

	PSP 2013	SPP 2013/14	SPP 2014/15	SPP 2015/16	Total
O. Koch	EUR 1.52	EUR 1.77	EUR 1.79	EUR 0.66	EUR 5.74
P. Boone	EUR 0.10	---	EUR 0.19	EUR 0.40	EUR 0.69
M. Frese	---	EUR 1.33	EUR 1.34	EUR 0.50	EUR 3.17
P. Haas	EUR 0.91	EUR 1.06	EUR 1.34	EUR 0.50	EUR 3.81
H. Hutmacher	---	EUR 1.33	EUR 1.34	EUR 0.50	EUR 3.17
Total	EUR 2.53	EUR 5.49	EUR 6.00	EUR 2.56	EUR 16.58

Members of the Management Board of MWFS AG (in EUR mn; rounded two decimal places)

	PSP 2013	SPP 2013/14	SPP 2014/15	SPP 2015/16	Total
C. Baier	---	---	EUR 0.18	EUR 0.23	EUR 0.41
C. Kämper	---	---	EUR 0.04	EUR 0.02	EUR 0.06
C. Ziggel	---	---	EUR 0.07	EUR 0.03	EUR 0.10
Total	---	---	EUR 0.29	EUR 0.28	EUR 0.57

Members of the Supervisory Board of MWFS AG (in EUR mn; rounded two decimal places)

	PSP 2013	SPP 2013/14	SPP 2014/15	SPP 2015/16	Total
M. Bouschel- jong	---	---	EUR 0.11	EUR 0.04	EUR 0.15
H.-D. Hinker	---	---	EUR 0.07	EUR 0.03	EUR 0.10
H. Sachs	---	---	EUR 0.18	EUR 0.07	EUR 0.25
Total	---	---	EUR 0.36	EUR 0.14	EUR 0.50

b) Transfer of the parts not yet vested of the SPP 2014/15 and SPP 2015/16 tranches (adjustment)

Those parts of the 2014/15 and the 2015/16 tranches of the SPP 2014 which at the point in time of the spin-off taking effect have not yet vested will be transferred to a new Long-Term Incentive Programme of the respective company, i.e. of METRO AG or MWFS AG, respectively. The transfer will be made at the corresponding, *pro rata temporis* target amount. In this respect, those parts of the target values that were already granted by METRO AG, but have not vested until the spin-off taking effect, will be granted anew by METRO AG (CE Business Division) or MWFS AG (MWFS Business Division), respectively, with a reference to other key indicators (hereinafter the "**LTI-Roll Over**"). Assuming the spin-off takes effect on 31 March 2017, for the members of the Management Board of METRO AG and of the Management Board and of the Supervisory Board of MWFS AG the target amounts specified below will be transferred to the new Long-Term Incentive-Programmes in the course of the LTI-Roll Over. Depending on the actual date of the spin-off taking effect, the target amounts to be transferred will change accordingly:

Members of the Management Board of METRO AG (in EUR mn; rounded two decimal places)

	SPP 2014/15	SPP 2015/16	Total
O. Koch	EUR 0.53	EUR 1.20	EUR 1.73
P. Boone	EUR 0.06	EUR 0.72	EUR 0.78
M. Frese	EUR 0.40	EUR 0.90	EUR 1.30
P. Haas	EUR 0.40	EUR 0.90	EUR 1.30
H. Hutmacher	EUR 0.40	EUR 0.90	EUR 1.30
Total	EUR 1.79	EUR 4.62	EUR 6.41

Members of the Management Board of MWFS AG (in EUR mn; rounded two decimal places)

	SPP 2014/15	SPP 2015/16	Total
C. Baier	EUR 0.06	EUR 0.41	EUR 0.47
C. Kämper	EUR 0.01	EUR 0.03	EUR 0.04
C. Ziggel	EUR 0.02	EUR 0.05	EUR 0.07
Total	EUR 0.09	EUR 0.49	EUR 0.58

Members of the Supervisory Board of MWFS AG (in EUR mn; rounded two decimal places)

	SPP 2014/15	SPP 2015/16	Total
M. Bouscheljong	EUR 0.03	EUR 0.08	EUR 0.11
H.-D. Hinker	EUR 0.02	EUR 0.05	EUR 0.07
H. Sachs	EUR 0.06	EUR 0.12	EUR 0.18
Total	EUR 0.11	EUR 0.25	EUR 0.36

For the 2014/15 tranche of the SPP 2014, the LTI-Roll Over is to provide for the return on capital employed (RoCE) as KPI and is to end in 2018 in both enterprises in accordance with the existing tranche. For the 2015/16 tranche of the SPP 2014, the LTI-Roll Over provides for the earnings per share (EPS) as KPI. Since in the future the performance period is intended to be a uniform three years, the tranche will end in both enterprises already 40 stock exchange trading days after the respective annual general meeting of shareholders in 2019, instead of 2020 as provided under the previous conditions.

The LTI-Roll Over will occur on the basis of corresponding, pro rata temporis target amounts which will be determined exact to a day as of the point in time of the spin-off taking effect. The transfer is not intended to result in any favouring of one of the Management Board or Supervisory Board members of METRO AG or MWFS AG.

Annex 32.1
Articles of association MWFS AG
after the spin-off taking effect and completion of the status proceedings

METRO Wholesale & Food Specialist AG

Articles of Association

I.
GENERAL PROVISIONS

§ 1
Name, Registered Office, Financial Year

- (1) The name of the Company is Firma METRO Wholesale & Food Specialist AG.
- (2) The registered office is located in Düsseldorf.
- (3) The financial year commences on 1 October and ends on 30 September of the following calendar year.

§ 2
Purpose of the Company

- (1) The purpose of the Company encompasses the management and promotion of trading and service enterprises engaging particularly in the following areas:
 - Trading businesses of all kinds related to the operation of retailing enterprises, mail order, wholesale trade and sales channels based on new electronic media;
 - Manufacturing and development of products that may be the object of commerce and of services;
 - Execution of real-estate transactions of all kinds including property development;
 - Services, in particular in connection with trading, the restaurant and catering business, consumer goods and logistics as well as trade-related digital business models;
 - Brokering of financial services for, through or by affiliates and subsidiaries;
 - Asset management.
- (2) The Company may perform all and any acts and actions, and transact any businesses, which appear or are deemed expedient to the Company's purpose or are directly or indirectly related thereto. The Company may also itself directly engage in any of the business areas stated in para.

1 herein above. Any such business as requires specific governmental permits, licenses or approvals may not be transacted until after such permits, licenses or approvals have been granted. The Company may establish, form, acquire, manage or purchase equity interests, whether by minority shareholding or otherwise, in, or sell or dispose of, any such enterprises in Germany and abroad active in the business areas specified in para. 1 herein above. The Company may group its shareholdings under its uniform control or confine itself to the management of such affiliates/shareholdings.

§ 3 **Notices**

Notices of the Company will be published in the Federal Gazette [*"Bundesanzeiger"*].

II. **CAPITAL STOCK AND SHARES**

§ 4 Capital Stock and Shares

- (1) The capital stock amounts to 363,097,253 euros.
- (2) The capital stock is divided into 360,121,736 ordinary shares and 2,975,517 non-voting preference shares.
- (3) The ordinary shares and the preference shares are made out to the bearer.
- (4) The non-voting preference shares have preference in the payment of dividends pursuant to § 21 of these Articles of Association.
- (5) The Company reserves to itself the right to resolve on the issuance of further preference shares which, in respect of the distribution of profits or the Company's assets, may rank prior to, or pari passu with, the already existent non-voting preference shares.
- (6) The form of physical share certificates, dividend warrants and renewal coupons shall be determined by the Management Board with the Supervisory Board's approval. The Company may issue multiple share certificates evidencing several shares (global certificates). The shareholders right to demand issuance of certificates for their shares in the Company and the dividend

warrants and renewal coupons shall be excluded, except to the extent that the issuance of such certificates is required under the rules of a stock exchange on which the Company's shares are listed.

- (7) The Management Board is authorised, with the consent of the Supervisory Board, to increase the capital stock of the Company on one or more occasions on or before 28 February 2022 by issuing new ordinary bearer shares in exchange for contributions in cash or in kind up to a maximum amount of 181,000,000 euros (authorised capital). As a general rule, the shareholders are to receive subscription rights in this respect. The new Shares may also be assumed by credit institutions, or by enterprises that are equivalent pursuant to § 186 (5) sent. 1 German Stock Corporation Act, that are designated by the Management Board, subject to the obligation to offer them to the shareholders for subscription.

However, the Management Board is authorised, with the consent of the Supervisory Board, to exclude the shareholders' subscription right in the following cases:

- for the compensation of fractional amounts;
- if the shares are issued in exchange for contributions in kind for the purpose of corporate mergers or for the acquisition of companies, divisions of companies, operational activities, branches of activity or interests in companies;
- in the event of a capital increase in exchange for cash contributions to the extent necessary to grant subscription rights to new ordinary shares to the holders of warrant or convertible bonds issued by the Company or such affiliates in which the Company holds at least 90 percent of the shares, directly or indirectly, in the scope to which they would be entitled upon exercise of the warrant or conversion right or fulfilment of the warrant or conversion obligation, or upon exercise of a substitution right of the Company as shareholder;
- in the event of a capital increase in exchange for cash contributions, if the aggregate nominal value of such capital increases does not exceed 10 percent of the Company's capital stock and the issue price of the new shares is not substantially lower than the stock exchange price of the ordinary shares of the Company with the same features that are already listed. The limit of 10 percent of the capital stock is diminished by the portion of the capital stock attributable to the Company's treasury shares which during the term of the authorised capital (i) are used or disposed of as treasury shares with an exclusion of the shareholders' subscription rights in application, mutatis mutandis, of § 186 (3) sent. 4 German Stock Corporation Act, or (ii) are issued from contingent capital to satisfy warrant

or convertible bonds which themselves were or are issued without subscription rights in application, mutatis mutandis, of § 186 (3) sent. 4 German Stock Corporation Act.

The portion of the capital stock attributable to shares that are being issued in exchange for contributions in cash and/or in kind during the term of this authorisation with an exclusion of the shareholders' subscription rights may not exceed 20 percent of the Company's capital stock.

The Management Board is authorised, with the consent of the Supervisory Board, to determine further details of the capital increases.

- (8) The capital stock is conditionally increased by up to 16,339,376 euros, divided into up to 16,339,376 ordinary bearer shares (contingent Capital). The conditional capital increase shall only be executed insofar as the holders of warrant or conversion rights or those with conversion or warrant obligations arising from warrant or convertible bonds issued or guaranteed by the Company or an affiliate of the Company in terms of § 18 German Stock Corporation Act, in which the Company holds at least 90 percent of the shares, directly or indirectly, based on the authorisation adopted by the general meeting of **[■■■date to be added]** 2017, exercise their warrant or conversion rights or, insofar as they are obligated for conversion or to exercise warrants, fulfil their obligation for conversion or for exercise of warrants, or insofar as the Company exercises an option to provide ordinary shares of the Company in lieu of paying the cash amount due, in whole or in part. The conditional capital increase shall not be executed insofar as a cash settlement is provided or treasury shares or shares of another listed company are used for the fulfilment.

The respective warrant or conversion price to be determined for each ordinary share must, also in the case of a variable conversion ratio/warrant or conversion price, either equal at least 80 percent of the average closing price of the ordinary shares of the Company in Xetra trading on the Frankfurt Stock Exchange (or a functionally comparable successor system to the Xetra system) on the ten exchange trading days prior to the date the resolution is adopted by the Management Board regarding the issuance of the warrant or convertible bonds or – in the event subscription rights are granted – at least 80 percent of the average closing price of the ordinary shares of the Company in Xetra trading on the Frankfurt Stock Exchange (or a functionally comparable successor system to the XETRA system) during the subscription period, with the exception of the days of the subscription period required for timely announcement of the warrant or conversion price pursuant to § 186 (2) sent. 2 German Stock Corporation Act.

The new ordinary shares take part in profit from the beginning of the financial year in which they are created based on the exercise of warrant or conversion rights or the fulfilment of warrant or conversion obligations. The Management Board is authorised, with the approval of the

Supervisory Board, to determine the further details of the implementation of the conditional capital increase.

III. MANAGEMENT BOARD

§ 5 Composition

- (1) The Management Board shall have not less than two members.
- (2) The actual number of Management Board members will be determined by the Supervisory Board.

§ 6 Business Management and Representation

- (1) The members of the Management Board shall conduct and manage the business of the Company in accordance with the law, these Articles of Association and the Management Board's Code of Procedure.
- (2) The company shall be legally represented by two management board members or by one management board member jointly with an executive holding a general power of attorney (*Prokurist*).
- (3) The Supervisory Board may release individual members of the Management Board from the prohibition of multiple representation pursuant to § 181 2nd alt. German Civil Code in individual cases.

IV. SUPERVISORY BOARD

§ 7 Composition, Term of Office

- (1) The Supervisory Board shall have 20 members, 10 of whom will be elected by the employees.

- (2) The Supervisory Board members are elected for the period up to that General Meeting which votes on the formal approval of the actions of the members of the Supervisory Board in the fourth financial year after commencement of the Supervisory Board's term of office. The financial year in which the term of office commences is not included in this count. Supervisory Board members may be re-elected. The General Meeting may also determine a shorter term of office at the elections.
- (3) Any member of the Supervisory Board may at any time step down from office by giving one month's written notice to the Chairman of the Supervisory Board or to the Management Board without stating grounds or reasons. The Chairman of the Supervisory Board – or the Vice Chairman in the event of the Chairman of the Supervisory Board stepping down from office – may consent to a shortening of this period or a waiver of the observance of the period. This shall not affect the right to step down from office for good cause.

§ 8

Chairman and Vice Chairman

- (1) The Supervisory Board will elect a Supervisory Board Chairman and Vice Chairman from among its members with the majority prescribed by law.
- (2) Should the Chairman or his deputy (Vice Chairman) step down from the Supervisory Board or resign from office, the Supervisory Board shall promptly proceed to the election of a successor to this office.

§ 9

Convocation of Meetings of the Supervisory Board

- (1) Supervisory Board meetings shall be convened by the Chairman at 14 days' notice in writing, by telex, cable, fax or by means of electronic or other media. In urgent cases, the Chairman may reduce the term of notice and convene a meeting orally or by telephone.
- (2) The invitation shall be accompanied by an itemised agenda. Agenda items not communicated in due time may effectively be resolved at the meeting as long as no Supervisory Board member objects to such procedure.

§ 10

Resolutions of the Supervisory Board

- (1) Resolutions shall be adopted by the Supervisory Board at meetings. The Chairman may accept the participation of Supervisory Board members in a meeting and adoption of resolutions by way of a telephone or video conference. If ordered by the Chairman of the Supervisory Board, resolutions may also be passed outside of meetings by submitting votes in writing, by telephone, fax, electronically or in an equivalent form. For the adoption of resolutions outside of meetings, the following provisions shall apply analogously.
- (2) The Supervisory Board shall be deemed to have a quorum if, after inviting all its members, not less than one half of all its mandatory members participate in the adoption of the resolution. Members who are joining by way of telephone or video conference shall be deemed to be attending. A member shall also be deemed to participate in the adoption of a resolution if it abstains from a vote. At any rate, not less than three members shall participate in a vote.
- (3) Absent Supervisory Board members may participate in the passing of resolutions by submitting votes through other Supervisory Board members that were transmitted in writing, by fax, electronically or in a comparable form (voting messages).
- (4) Resolutions of the Supervisory Board are adopted with a simple majority of the votes cast, unless otherwise stipulated by mandatory law. An abstention shall not be deemed a vote.
- (5) The Chairman will determine the order in which the agenda items shall be dealt with, as well as the mode and order of voting.
- (6) Minutes shall be prepared of the meetings and resolutions of the supervisory board which are to be signed by the chairman of the meeting or - in the case of adoptions of resolutions outside of meetings - by the person overseeing the adoption of the resolution.

§ 11

Committees

- (1) The Supervisory Board may establish one or more committees from among its members. To the extent permitted by law, certain Supervisory Board powers of decision may be delegated to such committees.

- (2) Each committee may appoint a Chairman from among its members unless such Chairman is appointed by the Supervisory Board itself.
- (3) For the procedures to be adopted by the committees, the provisions of §§ 9, 10 shall apply analogously. Should any voting result in a tie, the Chairman shall have two votes in a second ballot on the same item if it again results in a tie. Such second vote, too, may be cast in writing analogously to § 10 (3).

§ 12

Code of Procedure, Declarations of Intent

- (1) The Supervisory Board shall establish its own Code of Procedure in accordance with the law and these Articles of Association.
- (2) The Chairman or, should he be unable to do so, the Vice Chairman, shall be authorised to make the declarations of intent on behalf of the Supervisory Board that are necessary to implement the resolutions of the Supervisory Board and its committees.

§ 13

Remuneration of the Supervisory Board

- (1) The members of the Supervisory Board shall receive a fixed annual remuneration. This fixed remuneration shall amount to 80,000 euros for each member.
- (2) The Chairman of the Supervisory Board shall receive triple, his deputy and the chairmen of the committees shall each receive double and the other members of the committees shall each receive one and a half times the amount stipulated in para. (1). This shall not apply with regard to the chairmanship and the membership in the committee pursuant to § 27 para. 3 MitbestG. The remuneration for a membership or the chairmanship in a committee shall only be paid if at least two meetings or other adoptions of resolutions of this committee have taken place in the respective financial year. If a member of the Supervisory Board holds several of the offices specified in sent. 1 at the same time, he shall receive only the remuneration for one office, in the case of different remunerations for the office with the highest remuneration.
- (3) The remuneration shall be payable at the end of the respective financial year.

- (4) Supervisory Board members who served on the Supervisory Board only for part of the financial year, shall receive one twelfth of the remuneration for each month of service or any part of such month. This shall apply accordingly with regard to memberships in a committee, the chairmanship or the deputy chairmanship in the Supervisory Board or the chairmanship in a committee.
- (5) The company shall reimburse to the members of the Supervisory Board the expenses incurred from their holding of the office as well as a any VAT payable on the remuneration and the reimbursement of expenses.

§ 14

Amendments, Confidentiality

- (1) The Supervisory Board is authorised to decide on such amendments to these Articles of Association as relate to their wording only.
- (2) Even after their resignation from office, Supervisory Board members shall not disclose to third parties any of the confidential information, data and secrets of the Company that may have come to their attention during their term of office. In the event that a Supervisory Board member intends to pass on to a third party any information for which it cannot be safely precluded that such information is confidential or relates to secrets of the Company, such member will be obligated prior to any disclosure to consult the Chairman for comment thereon.

V.

GENERAL MEETING

§ 15

Venue, Convening

- (1) The General Meeting shall be held at the Company's registered office, at the location of a German stock exchange or in another city in the Federal Republic of Germany with more than 500,000 inhabitants.
- (2) The convening must be made public at least 30 days prior to the date by the end of which the shareholders have to register for attendance (§ 16 (1)). In this regard, the day of publication shall not be included in the calculation.

§ 16

Right to Attend

- (1) Holders of ordinary shares are entitled to attend the General Meeting and to exercise their voting rights, holders of preference shares are entitled to attend the General Meeting – and, in the cases provided for by statutory law, also to exercise their voting rights – if they have registered for the General Meeting in advance. The Company must receive the registration at the address specified in the invitation to the General Meeting in text form, and in the German or English language, at least six days prior to the General Meeting, not including the date of receipt and the date of the General Meeting.
- (2) The right to attend the General Meeting and to exercise voting rights must be verified. For this purpose, a proof of share ownership issued by the depository institution maintaining the securities account is required in text form in the German or English language. The verification of share property must relate to the beginning of the twenty-first day prior to the date of the General Meeting and must be received by the Company at the address specified in the invitation to the General Meeting at least six days prior to the General Meeting, not including the date of receipt and the date of the General Meeting. Only persons/entities who have provided verification in due form and time will be regarded as shareholders vis-à-vis the Company for attendance at the General Meeting and the exercise of voting rights.
- (3) The Management Board may allow and define procedures for shareholders to participate in the General Meeting even without attending or appointing a proxy, and to exercise all or some of their rights in whole or in part by means of electronic communication.

§ 17

Chairmanship

- (1) The Chairman of the Supervisory Board, or another Supervisory Board member designated by him, shall preside over the General Meeting. In the event that neither the Chairman of the Supervisory Board nor the Supervisory Board member designated by him takes the chair, the members of the Supervisory Board present at the General Meeting shall elect the person who is to preside over the meeting.
- (2) The Chairman presides over the meeting, determines the order of business to be transacted at the meeting and decides on the mode and form of voting. He may permit video and audio broadcasts of the General Meeting. The voting result may also be determined by deducting the

number of ayes or nays and abstentions from the total number of votes of shareholders with voting rights.

- (3) The Chairman has the right to set an appropriate time limit for the shareholders' right to ask questions and speak. In particular, he has the right to set a time frame for the shareholders' right to ask questions and speak for the entire General Meeting, on individual agenda items and for individual speakers.

§ 18

Voting Right

- (1) One ordinary share confers one vote.
- (2) Voting rights may be exercised by proxy. Unless a lesser requirement is provided by law, proxies may only be issued, revoked and documented vis-à-vis the Company in text form. The provisions in § 135 German Stock Corporation Act shall remain unaffected. A lesser requirement may be determined in the invitation to the General Meeting.
- (3) The Management Board may allow and define procedures for shareholders to cast their votes even without attending the General Meeting, in writing or by means of electronic communication (postal vote).
- (4) Except as otherwise provided by the law, preference shares do not confer votes.

§ 19 Majority Requirements

Unless mandatory statutory provisions stipulate otherwise, resolutions will be adopted by the General Meeting by simple majority of votes cast; in cases where a majority of the capital stock is prescribed, the simple majority of the capital stock represented thereat will suffice to pass a resolution. This shall not apply to resolutions pursuant to § 103 (1) AktG (dismissal of members of the Supervisory Board).

VI.
ANNUAL FINANCIAL STATEMENTS

§ 20
Annual Financial Statements and Appropriation of Profits

- (1) Within the first three months of a financial year, the Management Board shall draw up the annual financial statements and the management report for the past financial year and present them without undue delay upon completion to the Supervisory Board. At the same time, the Management Board shall present to the Supervisory Board the proposal for the appropriation of the balance sheet profit it intends to make to the General Meeting.
- (2) The Supervisory Board shall appoint the independent auditor for the audit of the annual financial statements.
- (3) On adopting the annual financial statements, the Management Board and the Supervisory Board shall be authorised to transfer to the other reserves retained from earnings all or part of such net income as remains after appropriation of the required amounts to the legal reserve and after deducting any loss carried forward. The transfer of more than one half of the net income to the other reserves shall not be permissible to the extent that such reserves would after such transfer exceed fifty percent of the capital stock.
- (4) When deciding on the appropriation of balance sheet profits, the General Meeting may adopt a resolution for a distribution in kind instead of or in addition to a cash distribution.
- (5) In the event of a capital increase, the participation in profits of new shares may be determined in derogation of § 60 (2) sent. 3 German Stock Corporation Act.
- (6) After the close of a financial year, subject to the Supervisory Board's consent, the Management Board may distribute an interim dividend to the shareholders pursuant to § 59 German Stock Corporation Act.

§ 21
Distribution of Profits

- (1) Holders of non-voting preference shares will receive from the annual balance sheet profits an advance dividend of 0.17 euros per preference share.

- (2) Should the balance sheet profits available for distribution not suffice in any one financial year to pay the advance dividend, the arrears (excluding any interest) shall be paid from the balance sheet profits of future financial years in an order based on age, i.e. in such manner that any older arrears are paid off prior to any more recent ones and that the preferred dividends payable from the profit of a financial year are not distributed until all of any accumulated arrears have been paid.
- (3) After the advance dividend has been distributed, the holders of ordinary shares will receive a dividend of 0.17 euros per ordinary share. Thereafter, an extra dividend which does not have to be paid in arrears will be paid to the holders of non-voting preference shares which per preference share shall amount to 10 percent of such dividend as, in accordance with section 4 herein below, will be paid to the holders of ordinary shares, inasmuch as such dividend equals or exceeds 1.02 euros per ordinary share.
- (4) The holders of non-voting preference shares and of ordinary shares will equally share in any additional profit distribution in the proportion of their shares in the capital stock.

VII.
FINAL PROVISIONS

§ 22
Other Information

- (1) The capital stock of the Company was contributed in an amount of 204,517,000 euros by means of the transformation of the Company into an *Aktiengesellschaft* (stock corporation). The capital stock was reduced subsequently by 171,838,248 euros.
- (2) The costs of the change of the legal form as formation expenses shall be borne by the Company up to an amount of 100,000 euros.

Annex 32.2
Future authorisation to acquire treasury shares

- a) The Company is authorised, until 28 February 2022, to acquire shares of the Company, regardless of their class, in an extent of up to 10 percent of the capital stock existing at the point in time of this authorisation becoming effective or – if this value is lower – of the capital stock existing at the point in time of the exercise of this authorisation. Together with treasury shares that may have been acquired for other reasons and that are either held by the Company or have to be attributed to the Company under §§ 71 a et seqq. German Stock Corporation Act, shares acquired based on this authorisation may at no time exceed ten percent of the Company's capital stock at such point in time. In each individual case, the acquisition is to be conducted, at the choice of the Management Board, aa) through the stock exchange or bb) by means of a purchase offer addressed to all shareholders.
- aa) To the extent that the acquisition is conducted through the stock exchange, the purchase price per share (without ancillary acquisition costs) paid by the Company may not exceed or fall short of, by more than 10 percent, the arithmetic mean of the auction closing prices of shares of the same class of the Company in Xetra trading (or a functionally comparable successor system to the Xetra system) at the Frankfurt Stock Exchange on the last three exchange trading days before the commitment to acquire.
- bb) To the extent that the acquisition is conducted through a purchase offer addressed to all shareholders, the purchase price per share (without ancillary acquisition costs) offered and paid by the Company may not exceed or fall short of, by more than 10 percent, the arithmetic mean of the auction closing prices of shares of the same class of the Company in Xetra trading (or a functionally comparable successor system to the Xetra system) at the Frankfurt Stock Exchange on the last three exchange trading days before the date of the publication of the offer. In the event that a significant change in the share price occurs after the publication of the offer, the offer may be adjusted. In this case, the relevant reference period is the three exchange trading days before the date of the publication of the adjustment; the 10-percent-limit for the exceeding or falling short is to be applied to this amount. In the event that the purchase offer is oversubscribed, the acquisition may be conducted in accordance with the proportion of the shareholdings held by the tendering shareholders to each other (shareholding quotas) or in accordance with the proportion of the tendered shares (tendering quotas). In addition, for the avoidance of calculational fractions of shares commercial rounding may be applied. A preferential acceptance of small numbers of shares (up to 50 tendered shares per shareholder) may be provided for.

The authorisation may be exercised, in compliance with statutory requirements, for any legally permissible purpose, in particular in pursuit of one or several of the purposes specified in lit. b). No trading in treasury shares is permitted.

- b) The Management Board is authorised to use the shares of the Company acquired on the basis of the authorisation in lit. a) for the following purposes:
 - aa) Disposal of shares of the Company (i) through the stock exchange or (ii) through an offer to all shareholders;
 - bb) Listing of shares of the Company on foreign stock exchanges on which they have not been admitted for trading so far. The initial price of these shares may not fall short, by more than 5 percent, of the arithmetic mean of the auction closing prices of the already listed shares of the Company with the same features in Xetra trading (or a functionally comparable successor system to the Xetra system) at the Frankfurt Stock Exchange on the last five exchange trading days before the date of the stock exchange listing, not including ancillary acquisition costs;
 - cc) Transfer of shares of the Company to third parties against consideration in kind in the course of corporate mergers or for the acquisition of enterprises, parts of enterprises, business establishments, company interests or other assets;
 - dd) Disposal of shares of the Company in a manner other than through the stock exchange or by way of an offer to all shareholders, provided that the disposal is made against cash payment and at a price not significantly falling short of the stock market price of the already listed shares of the Company with the same features at the point in time of the disposal. This authorisation is limited to the disposal of shares representing, on aggregate, a pro-rata amount of no more than 10 percent of the capital stock at the point in time of the becoming effective of this authorisation or – if that value is lower – at the point in time of the exercise of this authorisation. This limit of 10 percent of the capital stock is to be diminished by such portion of the capital stock (i) attributable to shares of the Company which during the term of this authorisation are issued with an exclusion of the shareholders' subscription rights in application, directly or *mutatis mutandis*, of § 186 (3) sent. 4 German Stock Corporation Act, or (ii) attributable to shares of the Company which are issued or have to be issued to satisfy warrant or convertible bonds which themselves were issued with an exclusion of subscription rights in application, *mutatis mutandis*, of § 186 (3) sent. 4 German Stock Corporation Act during the term of this authorisation;

- ee) Delivery of shares to the holders of warrant or convertible bonds of the Company or its Group companies as defined in § 18 German Stock Corporation Act in accordance with the warrant or convertible bond conditions; this shall also apply to the delivery of shares as a result of the exercise of subscription rights which in the case of a disposal of treasury shares by means of an offer to all shareholders or in the case of a capital increase with subscription rights may be granted to the holders of warrant or convertible bonds of the Company or its Group Companies as defined in § 18 German Stock Corporation Act, to the extent to which the holders of the warrant or convertible bonds would be entitled to a subscription right for shares of the Company upon exercise of the warrant or conversion right or fulfilment of the warrant or conversion obligation. On aggregate, the shares transferred as a result of this authorisation may not represent a pro-rata amount of more than 10 percent of the capital stock at the point in time of this authorisation becoming effective or – if this value is lower – at the point in time of the exercise of this authorisation, provided that the shares are used for the fulfilment of warrant or conversion rights or warrant and conversion obligations which were granted or created in application, *mutatis mutandis*, of § 186 (3) sent. 4 German Stock Corporation Act. This limit of 10 percent of the capital stock is to be diminished by such portion of the capital stock attributable to shares of the Company which during the term of this authorisation are issued or disposed of in application, directly or *mutatis mutandis*, of § 186 (3) sent. 4 German Stock Corporation Act;
- ff) Implementation of a so-called *scrip dividend*, in the course of which shares of the Company are used (also in part or in the form of an option) for the fulfilment of the dividend entitlements of the shareholders;
- gg) Redemption of shares of the Company without a further resolution of the General Meeting. The redemption may also be conducted without a capital reduction by increase of the pro-rata amount of the other no-par value shares in the capital stock of the Company. In this case, the Management Board is authorised to adjust the number of no-par value shares in the Articles of Association.

All of the authorisations stated above for the acquisition and for the utilisation of treasury shares acquired as a result of this authorisation may be exercised in whole or in part, once or several times, individually or jointly by the Company or its Group companies as defined in § 18 German Stock Corporation Act or for its or their account by third parties. All of the authorisations stated above may be exercised for the acquisition and for the utilisation of both ordinary shares and preference shares or for the acquisition and for the utilisation merely of ordinary shares or merely of preference shares. The utilisation of treasury shares pursuant to the authorisations in lit. bb), cc), dd), ee), ff) and gg) requires the consent of the Supervisory Board. In case of a utilisation of treasury shares pursuant to the authorisations in lit. aa) (i), bb), cc), dd) and ee), the subscription

right of the shareholders is excluded. In case of utilisation of treasury shares pursuant to the authorisation in lit. aa) (ii) by way of an offer to all shareholders, which is made in observance of the principle of equal treatment (§ 53a AktG), the Management Board is authorised to exclude the shareholders' subscription right for fractional amounts. In addition, the Management Board is authorised to exclude the subscription right in the case of a utilisation of treasury shares pursuant to the authorisation in lit. ff).

- c) This authorisation will only take effect upon registration of the spin-off of various assets from METRO AG to the Company pursuant to the Hive-Down and Spin-Off Agreement of 13 December 2016, deed no. A 1959/2016 of Notary Public Dr. Paul Rombach, into the commercial register of METRO AG.

Annex 32.3

Future authorisation for the issuance of convertible / warrant bonds

- a) Creation of an authorisation for the issue of warrant or convertible bonds and for the exclusion of the subscription right for these warrant or convertible bonds

The Management Board is authorised, with the approval of the Supervisory Board, to issue warrant or convertible bonds made out to the bearer (together the "Bonds"), once or several times, on or before 28 February 2022, with a total nominal amount of up to 1,500,000,000 euros and to grant or impose, as applicable, warrant rights or obligations to/on the holders of warrant bonds or, respectively, conversion rights or obligations to/on the holders of convertible bonds for ordinary shares of the Company made out to the bearer with a proportionate amount of the registered capital stock of up to a total of 16,339,376 euros, subject to the more detailed provisions of the Bond conditions.

The Bonds may also be issued by an affiliate of the Company as defined in § 18 German Stock Corporation Act in which the Company directly or indirectly holds at least 90 percent of the shares. In that case, the Management Board is authorised, with the approval of the Supervisory Board, to grant a guarantee for these Bonds on behalf of the Company and to grant or impose to/on their holders, as applicable, warrant or conversion rights or obligations for ordinary shares of the Company made out to the bearer.

The statutory subscription right is granted to the shareholders in such manner that the Bonds are issued to a financial institution or a syndicate of financial institutions, subject to the obligation to offer them to the shareholders for subscription. Where Bonds are issued by an affiliate of the Company as defined in § 18 German Stock Corporation Act in which the Company directly or indirectly holds at least 90 percent of the shares, the Company has to ensure the granting of the statutory subscription right for the shareholders of the Company in accordance with the preceding sentence.

However, the Management Board is authorised, with the approval of the Supervisory Board, to exclude the shareholders' subscription right for fractional amounts resulting from the subscription ratio and also to exclude the subscription right to such extent as is necessary in order to be able to grant those to/on whom previously issued warrant or conversion rights or, respectively, obligations have been granted or imposed, a subscription right to such extent as they would be entitled to upon as shareholders upon exercising their warrant or conversion rights or, respectively, fulfilling their warrant or conversion obligation.

The Management Board is further authorised, with the approval of the Supervisory Board, to exclude the shareholders' subscription right in its entirety for Bonds issued with warrant or conversion rights or warrant or conversion obligations which are issued against cash payment, provided that the Management Board, upon a duly conducted examination, comes to the conclusion that the issue price of the Bonds is not significantly lower than their hypothetical market price determined in accordance with generally accepted, especially financial mathematical, methods. This authorisation for the exclusion of the shareholders' subscription right applies to Bonds carrying a warrant or conversion right or a warrant or conversion obligation for shares with a total proportionate amount of the capital stock which may not exceed 10 percent of the capital stock, at the point in time of the becoming effective of this authorisation or – if that value is lower – at the point in time of the exercise of this authorisation. This 10 percent limit is to be diminished by such portion of the capital stock (i) attributable to shares of the Company which during the term of this authorisation are issued or disposed of with an exclusion of the shareholders' subscription rights in application, directly or *mutatis mutandis*, of § 186 para. 3 sent. 4 German Stock Corporation Act, or (ii) attributable to shares of the Company which are issued or have to be issued to satisfy warrant or convertible bonds which themselves were issued (on the basis of other authorisations) with an exclusion of subscription rights in application, *mutatis mutandis*, of § 186 para. 3 sent. 4 German Stock Corporation Act during the term of this authorisation.

In the case of an issuance of Bonds granting a warrant or conversion right or imposing a warrant or conversion obligation, the warrant or conversion price is to be determined in accordance with the provisions in § 4 (8) of the Articles of Association.

In the case of Bonds carrying warrant or conversion rights or warrant or conversion obligations, the warrant or conversion price may be adjusted in accordance with the terms and conditions of the Bonds in order to preserve the value if there is an economic dilution of the value of the warrant or conversion rights or warrant or conversion obligations, provided that such adjustment is not already provided for by statutory law. In addition, the Bond conditions may stipulate an adjustment of the warrant or conversion rights or warrant or conversion obligations, respectively, in the case of a capital reduction or other extraordinary measures or events (such as unusually high dividends or an acquisition of control by third parties). In the event of an acquisition of control by a third party, an adjustment of the warrant or conversion price may be provided for to the extent this is customary in the market. Furthermore, the conditions of the Bonds may provide that the conversion ratio and/or the warrant or conversion price are variable and that the warrant or conversion price will be stipulated within a predetermined range, depending on the development of the share price during the term. In this respect, too, the issue price may not fall short of the minimum issue price pursuant to the provisions in § 4 (8) of the Articles of Association.

The Bond conditions may provide, in the event of a conversion or exercise of the warrant, for the right of the Company to pay, instead of the granting of shares, a cash amount which for the num-

ber of shares otherwise to be delivered corresponds to the volume-weighted average stock market price of the ordinary shares of the Company in Xetra trading (or a functionally comparable successor system to the Xetra system) at the Frankfurt Stock Exchange during an appropriate period of days before or after the declaration of the conversion or the exercise of the warrant which is to be determined by the Management Board. The Bond conditions may also provide that at the choice of the Company the conversion is made, instead of new shares from contingent capital, into already existing ordinary shares of the Company or shares of another listed company or that the warrant right or the warrant obligation may be fulfilled by delivery of such shares.

The Bond conditions may also provide for a warrant or conversion obligation at the end of their term (or at another point in time) or for the right of the Company to grant to the creditors of the Bonds, upon the final maturity of the Bonds carrying warrant or conversion rights (this also includes maturity by virtue of a termination), in whole or in part, shares of the Company or shares of another listed company instead of the payment of the amount in cash due. The proportionate amount of the capital stock of the ordinary shares of the Company to be issued upon conversion or exercise of the warrant may not exceed the nominal value of the Bonds. §§ 9 para. 1, 199 para. 2 German Stock Corporation Act have to be observed.

The Management Board is authorised, with the approval of the Supervisory Board, to determine or, as the case may be, to determine in agreement with the corporate bodies of the affiliate of the Company as defined in § 18 German Stock Corporation Act issuing the Bonds, the additional details relating to the issue and the terms and conditions of the Bonds including, in particular, the interest rate, issue price, term and denomination, the dilution protection provisions as well as the warrant or conversion period.

- b) Authorisation of the Supervisory Board to amend § 4 (8) of the Articles of Association (contingent capital)

The Supervisory Board is authorised to make amendments to § 4 (8) of the Articles of Association in accordance with the respective utilisation of the contingent capital. The same shall apply in the event that the authorisation for the issue of warrant or convertible bonds has not been utilised after the term of the authorisation has expired, as well as in the event that the contingent capital has not been utilised after the periods for the exercise of warrant or conversion rights or, respectively, for the fulfilment of warrant or conversion obligations have expired.

- c) This authorisation will only take effect upon registration of the spin-off of various assets from METRO AG to the Company pursuant to the Hive-Down and Spin-Off Agreement of 13 December 2016, deed no. A 1959/2016 of Notary Public Dr. Paul Rombach, into the commercial register of METRO AG.

Group Separation Agreement

by and between

METRO AG, Düsseldorf, ("METRO AG")

und

**METRO Wholesale & Food Specialist AG, Düsseldorf,
("MWFS AG"; together with METRO AG referred to as the "Parties"
and each individually referred to as a "Party")**

Table of contents

A. Preamble.....	3
B. Separation of the Business Divisions	4
§ 1 Dissolution of Cross-Collateral Securities	4
§ 2 Insurance payments and compensation of third party claims	4
C. Liability.....	5
§ 3 Mutual indemnity	5
§ 4 Indemnification in relation to MKFH	6
D. Taxes	7
§ 5 Internal allocation of Taxes	7
§ 6 Tax indemnity	9
§ 7 Payment of Tax Refunds and Offsetting Effects	10
§ 8 Value Added Tax.....	13
§ 9 Cooperation on Tax Matters.....	14
§ 10 General Provisions in Respect of Taxes	18
E. Holding periods, non-competition clause, lending	20
§ 11 Holding periods (so-called lock-up) with respect to shares in MWFS AG	20
§ 12 Non-Competition Clause	21
§ 13 Lending.....	21
F. Other Provisions	22
§ 14 Confidentiality	22
§ 15 Fulfilment of Claims.....	23

A.
Preamble

METRO AG and MWFS AG today entered into a Demerger Agreement on the splitting up of the existing METRO GROUP into METRO AG and MWFS AG, of which this Group Separation Agreement is part.

With this Group Separation Agreement, the Parties wish to make provisions for various legal relationships between the Parties and their Group Companies for the period after the hive-down and spin-off take effect.

Now, therefore, the Parties agree on the following Group Separation Agreement:

Definitions used in the Demerger Agreement are intended to have the same meaning in this Group Separation Agreement, unless the term in question is otherwise defined herein.

The CE Business Division and the MWFS Business Division are also each referred to as a **"Business Division"**.

"Group Company" shall mean companies which on the Effective Date are or become a group company of one of the Parties within the meaning of § 18 para. 1 of the German Stock Corporation Act (*Aktiengesetz – AktG*).

"Tax Transfer Effective Date" shall be 30 September 2016, 12:00 p.m.

"Relevant Date" shall be 1 October 2016, 0:00 a.m.

"Effective Date" shall be the effective date of the spin-off.

B.
Separation of the Business Divisions

§ 1
Dissolution of Cross-Collateral Securities

- 1.1 If, on the Effective Date, one of the Parties or one of its Group Companies ("**Collateral Providers**") is providing collateral security for liabilities of the other Party or one of its Group Companies ("**Principal Debtor**") ("**Cross-Collateral Securities**"), the Parties shall endeavour to arrive at a redemption of such Cross-Collateral Securities. The Party of the Business Division of the Principal Debtor shall fully indemnify the Collateral Provider from any claims arising from the Cross-Collateral Security, and the other Party shall ensure, to the extent of the indemnity, that the Collateral Provider does not assert any recourse claims of its own against the Principal Debtor, to ensure that a double burden is not placed on the Principal Debtor's Business Division. The obligations arising from this § 1.1 shall not lapse as a result of the disposal of an interest in the Principal Debtor.
- 1.2 If METRO Kaufhaus und Fachmarkt Holding GmbH ("**MKFH**") is the Principal Debtor, a Cross-Collateral Security within the meaning of § 1.1 of this Group Separation Agreement shall only be deemed to exist if the secured liabilities are not covered by MWFS AG's obligation of indemnification in § 4.2 of this Group Separation Agreement.

§ 2
Insurance payments and compensation of third party claims

- 2.1 If circumstances arise or become known for one of the Parties or one of its Group Companies ("**Injured Party**") after the Relevant Date, for which the other Party or one of its Group Companies ("**Insurance Creditor**") is entitled to a compensation claim under an insurance policy that covers the period prior to the Relevant Date ("**Insurance Claim**"), the Parties shall ensure that the Insurance Claim benefits the Injured Party commercially, as follows.
- a) The Parties undertake to ensure that the Insurance Claim is asserted vis-à-vis the insurance company, if necessary with the cooperation of the Injured Party and the Insurance Creditor. The Party of the Business Division of the Injured Party shall bear the costs and expenses of asserting the claim against the insurance company and shall indemnify the Insurance Creditor in this respect.

- b) The Party of the Business Division of the Insurance Creditor shall ensure that payments made by the insurance company in respect of the Insurance Claim are paid to the Injured Party. The Party of the Business Division of the Injured Party shall ensure that compensation claims to which the Injured Party is entitled against third parties with respect to the damage for which the Insurance Claim exists are assigned by the Injured Party to the Insurance Creditor to the extent payment has been made to the Injured Party.
- 2.2 If a Party or one of its Group Companies suffers a loss, but the other Party or one of its Group Companies is entitled to claim for compensation in this respect against a third party, the latter Party shall assign such claim for compensation to the former Party or cause such assignment at the other Party's request.

C.
Liability

§ 3
Mutual indemnity

- 3.1 If claims are made against METRO AG or one of its Group Companies based on statutory liability or common law liability for liabilities, obligations or contingent liabilities created prior to the Effective Date by companies that are to be allocated to the MWFS Business Division, MWFS AG shall indemnify METRO AG or the affected Group Company from the respective obligation upon first demand by METRO AG.
- 3.2 If claims are made against MWFS AG or one of its Group Companies based on statutory liability or common law liability for liabilities, obligations or contingent liabilities created prior to the Effective Date by companies that are to be allocated to the CE Business Division, METRO AG shall indemnify MWFS AG or the affected Group Company from the respective obligation upon first demand by MWFS AG.
- 3.3 § 3.1 or § 3.2 of this Group Separation Agreement shall not apply to the relationship between METRO AG and MWFS AG to the extent § 29 of the Demerger Agreement applies.
- 3.4 Furthermore, the provisions made in § 3.1 and § 3.2 of this Group Separation Agreement shall not apply to the Tax matters governed by Section D of this Group Separation Agreement.
- 3.5 The indemnification obligation of METRO AG specified in § 3.2 of this Group Separation Agreement shall not apply to any liability of MWFS AG or its Group Compa-

nies for MKFH, if the underlying liability, obligation or contingent liability of MKFH is covered by the indemnification obligation of MWFS AG specified in § 4.2 of this Group Separation Agreement.

- 3.6 To the extent that MWFS is held liable on the basis of § 25 HGB of the German Commercial Code (*Handelsgesetzbuch*) or any similar provisions by creditors for liabilities, obligations or contingent liabilities which under the provisions of the Demerger Agreement are not transferred to MWFS AG, or is held liable for obligations under future statutory obligation relationships which arise in connection with previous or future business activities of the CE Business Division, METRO AG shall indemnify MWFS AG.

§ 4

Indemnification in relation to MKFH

- 4.1 MKFH currently only holds company interests of the CE Business Division, but previously also held interests in companies attributable to the MWFS Business Division. In the light of this, the Parties agree to indemnification in accordance with the following provisions.
- 4.2 MWFS AG shall indemnify MKFH from all liabilities, obligations and contingent liabilities on first demand, to the extent they are attributable to the MWFS Business Division. This indemnification shall not extend to:
- a) any of MKFH's pension liabilities (including those which have been transferred to MKFH or which the latter has taken over), regardless of which Business Division they are attributable to, including any liability for a shortfall of funds regarding the pension obligations of METRO Unterstützungskasse e.V. or other liabilities or obligations to pension funds; as well as
 - b) liabilities arising out of or in connection with the acquisition, holding, disposal or otherwise with METRO Innovations Holding GmbH (Local Court of Düsseldorf, HRB 71063) or former company interests or other assets of METRO Innovations Holding GmbH that have been transferred to companies forming part of the CE Assets.
- 4.3 If MKFH holds or receives recourse claims or other equivalent assets in connection with circumstances for which an indemnification is granted pursuant to § 4.2 of this Group Separation Agreement, METRO AG shall ensure that such claims or assets are delivered to MWFS AG by MKFH.

- 4.4 The provisions agreed to in this § 4 shall not apply to the Tax matters governed by Section D of this Group Separation Agreement.

**D.
Taxes**

**§ 5
Internal allocation of Taxes**

- 5.1 Subject to § 5.2 (Transaction taxes) and § 5.3 (Value added tax) below, Taxes shall be allocated as follows:
- a) Taxes relating to the period up to and including the Tax Transfer Effective Date ("**Pre-Relevant Date Taxes**", and the relevant period the "**Pre-Relevant Date Period**") shall, as a general rule, be borne by MWFS AG. METRO AG shall only bear Pre-Relevant Date Taxes if they result from circumstances that can be clearly and directly attributed to the CE Business Division.
 - b) Taxes relating to the period after the Tax Transfer Effective Date ("**Post-Relevant Date Taxes**", and the relevant period the "**Post-Relevant Date Period**") shall be borne by the Party whose Business Division they are to be attributed to pursuant to the provisions of the Demerger Agreement.
 - c) With regard to such assessment, imposition or other fiscal calculation periods that begin before the Tax Transfer Effective Date and end after it, the Tax shall be determined as if the respective assessment, imposition or other fiscal calculation period had ended on the Tax Transfer Effective Date (delimitation by time periods).
- 5.2 "**Transaction Taxes**" shall mean Taxes owed under fiscal law by a MWFS Company and/or a CE Company due to the conclusion and implementation of the Demerger Agreement and the preparatory actions, including all pre-structuring steps, including those Taxes arising due to an infringement of any blocked periods within the meaning of § 22 para. 1 and para. 2 of the German Conversion Tax Act (*Umwandlungssteuergesetz – UmwStG*) that may arise as a result of the hive-down, regardless of whether those Taxes are assessed or levied for Pre- or Post-Relevant Date Periods. Transaction Taxes shall be allocated as follows:
- a) Transaction Taxes listed in **Appendix 5.2.a)** of this Group Separation Agreement ("**Calculated Transaction Taxes**") shall be borne by MWFS AG.

- b) Transaction Taxes which are not covered by § 5.2 lit. a) of this Group Separation Agreement ("**Unexpected Transaction Taxes**") shall in principle be borne by MWFS AG at 75% and by METRO AG at 25%. In deviation from the Tax share specified in sentence 1, with regard to the Unexpected Transaction Taxes listed below in (i) to (iii) the following shall apply:

(i) The Taxes which the Parties anticipate due to the contribution of a limited partnership interest of just under 92.9% of the fixed capital/liability capital in MP KG by METRO AG into MWFS AG and the conclusion of an option agreement regarding the remaining limited partnership interest (just over 6.61 % of the fixed capital/liability capital) held by METRO AG in MP KG shall be deemed part of the Calculated Transaction Taxes. If, contrary to the view of the Parties, further Taxes arise due to these processes, such Taxes shall also be deemed Unexpected Transaction Taxes, of which each of the Parties shall bear 50%. This Tax liability scheme shall take precedence over the partnership agreement of MP KG. It shall also apply to Taxes which, pursuant to the partnership agreement of MP KG, the Parties are required to reimburse.

(ii) Each Party shall be responsible for bearing Unexpected Transaction Taxes alone, provided it caused them, in the following cases: (x) in the event of a violation of the obligation specified in § 3.4 of the Demerger Agreement (failure to file an application for the roll-over of the carrying amount); or (y) in cases of a violation of a blocked period within the meaning of § 22 of the German Transformation Tax Act (*Umwandlungssteuergesetz* – UmwStG) by conduct after the hive-down takes effect; Taxes due to a violation of a blocked period which can be attributed to conduct (act, tolerating or omission) up until this point in time (in particular the valuations, including the valuation assumptions, on which the determination of the new shares to be issued at congruent value as part of the hive-down and spin-off, as well as follow-up measures based on such valuations), shall be deemed not to have been caused by either Party (in this case the liability for Taxes pursuant to § 5.2 lit. b) sent. 1 of this Group Separation Agreement shall apply).

It shall constitute causation by one of the Parties within the meaning of the foregoing (x) and (y), if and to the extent that the Tax was caused by conduct (act, tolerating or omission) by this Party or an event falling within the sphere of risk of such Party (this shall include decisions by its shareholders, in particular those on the appropriation of the net profit within the meaning of § 174 AktG, those pursuant to the UmwG or those concerning an exclusion of minority shareholders). If both of the Parties jointly caused the Taxes, they shall pay the Taxes in accordance with the rationale of § 254 of the German Civil

Code (*Bürgerliches Gesetzbuch* – BGB) in proportion to the respective causal contributions.

(iii) METRO AG shall pay any dividend withholding tax that arises in case the transaction results in a hidden profit distribution by MWFS AG to METRO AG with respect to income tax.

- 5.3 There is a VAT allocation scheme in place between METRO AG as the controlling company and some of the MWFS and CE Companies as the controlled companies. The Parties agree that the tax group for VAT purposes and the existing VAT allocation scheme shall continue for as long as possible and, at latest, shall end with regard to future periods when the spin-off takes effect. For VAT periods up until the termination of the tax group, the allocation scheme shall be maintained and continued, even after the spin-off takes effect. The above contributions shall also include any interest on arrears or tax refunds. Claims between METRO AG and the controlled companies under the allocation scheme shall take precedence over the provisions in § 5.1, § 5.2, § 6 and § 7 of this Group Separation Agreement.

§ 6

Tax indemnity

- 6.1 MWFS AG shall indemnify METRO AG from all Taxes incurred by the CE Companies, to the extent that MWFS AG is liable to pay these Taxes pursuant to § 5 of this Group Separation Agreement.
- 6.2 METRO AG shall indemnify MWFS AG from all Taxes incurred by the MWFS Companies, to the extent that METRO AG is liable to pay these Taxes pursuant to § 5 of this Group Separation Agreement. Claims pursuant to § 6.1 and § 6.2 of this Group Separation Agreement are hereinafter referred to as "**Indemnity Claim**" or jointly "**Indemnity Claims**".
- 6.3 An Indemnity Claim shall be excluded if and to the extent that
- a) the relevant Tax has been paid up until (and including) the Tax Transfer Effective Date;
 - b) the relevant Tax corresponds to Tax benefits (e.g. due to an increase in the depreciation volume or a reduction in capital gains) ("**Offsetting Effects**") for the creditor of the Indemnity Claim or the creditor's (CE or MWFS) companies. The Offsetting Effects shall only be taken into consideration if and to the extent that they have materialised in accordance with the Cash Tax Principle. If the debtor of the Indemnity Claim does not pay the relevant Tax in full (100%),

but only in part (e.g. 75%, 50% or 25%), the relevant cash-relevant Offsetting Effects for the creditor shall only reduce the latter's Indemnity Claim to the corresponding extent (e.g. by 75%, 50% or 25% of the Indemnity Claim); or

- c) the creditor of the Indemnity Claim has failed to fulfil an obligation pursuant to § 8.2 lit. a) or b) or § 9 of this Group Separation Agreement after the spin-off has taken effect and the relevant Tax could have been avoided without such violation (for clarification: (compensation) claims between the Parties due to failures to fulfil obligations pursuant to § 8.2 lit. a) or b) or §9 of this Group Separation Agreement before the spin-off takes effect shall be excluded). The debtor of the Indemnity Claim shall bear the burden of proof as to whether and to what extent the Tax could have been avoided; it must be granted access to all documents, data and information on all procedural steps taken by the creditor required for establishment of the facts, unless and to the extent that this access is unreasonable in relation to the total value of the Indemnity Claim, on the one hand and, on the other hand, taking into account the creditor's due conduct of business. The Indemnity Claim shall not be excluded to the extent the breach of duty was due to a written instruction given by the debtor of the Indemnity Claim or his advisors.

- 6.4 In the event of an Indemnity Claim pursuant to § 6.2 for the Taxes listed in § 5.2 lit. b) under (iii) of this Group Separation Agreement, MWFS AG or any other MWFS Company shall grant METRO AG an interest-free loan in the same amount as the Indemnity. This loan must be repaid (i) as soon as METRO AG has been credited the relevant dividend withholding tax, or, if sooner, (ii) no later than twelve (12) months after the loan was granted. Notwithstanding the foregoing, METRO AG shall endeavour to receive and maintain a certificate pursuant to § 44a para. 5 of the German Income Tax Act (*Einkommensteuergesetz* – EStG).

§ 7

Payment of Tax Refunds and Offsetting Effects

- 7.1 If and to the extent that a CE Company receives a Tax reimbursement of a Tax which MWFS AG has to bear pursuant to § 5 of this Group Separation Agreement (in particular for Pre-Relevant Date Periods), METRO AG shall pay the amount concerned to MWFS AG (less any Taxes on interest on Tax refunds in accordance with the Cash Tax Principle).
- 7.2 If and to the extent that a MWFS Company receives a Tax reimbursement of a Tax which METRO AG has to bear pursuant to § 5 of this Group Separation Agreement, MWFS AG shall pay the amount concerned to METRO AG (less any Taxes on in-

terest on Tax refunds in accordance with the Cash Tax Principle). Claims pursuant to § 7.1 and § 7.2 of this Group Separation Agreement are hereinafter referred to as "**Reimbursement Claim**" or jointly "**Reimbursement Claims**".

- 7.3 A Reimbursement Claim shall be excluded if the Tax that is reimbursed is a Tax for which generally there is, or would have been, an Indemnity Claim, but which was excluded pursuant to § 6.3 of this Group Separation Agreement, or which was unenforceable pursuant to § 10.10 of this Group Separation Agreement or which was not satisfied for any other reason.
- 7.4 The debtor of the liability claim shall inform the creditor in writing within ten (10) business days of receipt of the reimbursed Tax of such receipt.
- 7.5 If a Tax reduction in accordance with the Cash Tax Principle ("**Cash Tax Reduction**") on Offsetting Effects is not received by the creditor of the Indemnity Claim or the creditor's (CE or MWFS) Companies until after the relevant Indemnity Claim is due, it shall pay a portion of such Cash Tax Reduction to the debtor which is equivalent to the quota at which the debtor of the Indemnity Claim bears Taxes.
- 7.6 To the extent that METRO AG is required to pay an Unexpected Transaction Tax pursuant to § 5.2 of this Group Separation Agreement and such Tax corresponds to an Offsetting Effect for (i) an MWFS Company or (ii) another company (in particular – for the avoidance of doubt – increased Tax carrying amounts for one of these companies due to a lack of continuation of the carrying amounts for the hive-down or a violation of § 22 UmwStG), which led to a Cash Tax Reduction for these companies, MWFS AG shall pay a portion of such Cash Tax Reduction to METRO AG which is equivalent to the quota at which the latter bears Taxes; even in the event that the Cash Tax Reduction is not realised by MWFS AG, but (another) MWFS Company or another company, for the assessment of the amount of the payment of Cash Tax Reductions to METRO AG the relevant Cash Tax Reductions shall always be taken into account in full, i.e. irrespective of an interest or the participation quota of MWFS AG or the MWFS Company in the (other) MWFS Company or other company, but in accordance with the Tax liability rate. If the Offsetting Effects have led to a Cash Tax Reduction for a company which is not a MWFS Company (sent. 1 alt. (ii)), the claim pursuant to sentence 1 shall only exist if the circumstances which result in the Cash Tax Reductions not being realised by a MWFS Company but by another company (e.g. the sale of a MWFS Company or a contribution into a company which is not a MWFS Company), have occurred within seven (7) years of the Tax Transfer Effective Date; if these circumstances occur after more than seven (7) years of the Tax Transfer Effective Date, the claim shall only exist if and to the extent that (i) in the period up until the circumstances occurred, Cash Tax Reductions

were realised by a MWFS Company (for the avoidance of doubt: in this respect, sentence 1 applies) and/or (ii) in the period from when the circumstances occurred (x) Offsetting Effects were realised by a MWFS Company in a cash-effective way other than due to Cash Tax Reductions (e.g. as a result of profit distributions) (with the proviso that for the calculation of the payment of Cash Tax Reductions to METRO AG the relevant Cash Tax Reductions in the amount of the participation or the participation quota of MWFS AG or the MWFS Company in the other company shall be taken into account), and/or (y) a MWFS Company has received a consideration in cash or cash equivalents (e.g. in cash or in the form of shares) for the (future) Cash Tax Reductions for the other company (for the avoidance of doubt, with reference to § 10.6: the same Cash Tax Reduction shall, economically, in no event be taken into account twice). Claims pursuant to § 7.5 and § 7.6 of this Group Separation Agreement are hereinafter referred to individually as an **"Offsetting Effect Claim"** and jointly as **"Offsetting Effect Claims"**.

- 7.7 As soon as an Offsetting Effect Claim is conceivable (e.g. as a result of a Tax indemnity or the incurring of an Unexpected Transaction Tax), the potential debtor of an Offsetting Effect Claim shall inform the creditor annually within twelve (12) months after the end of a financial year as to whether and, if so, to what extent such Offsetting Effects materialised. If Offsetting Effects can be realised at a company which is not the debtor of the Offsetting Effect Claim, and this may lead to a claim pursuant to § 7.6, the potential debtor of the Offsetting Effect Claim shall be responsible for ensuring that it has sufficient rights to information and/or rights to inspect also towards third parties in order to fulfil the obligation pursuant to this § 7.7; in the case of § 7.6 sent. 2 sub-clause 2 lit. (ii), the potential debtor of the Offsetting Effect Claim shall provide the creditor of the Offsetting Effect Claim with details about the specific calculation modalities (such as determination of the purchase price) by way of appropriate proof, if and to the extent that the debtor is aware of these calculation modalities; the creditor shall be entitled to having these supporting documents checked by an auditor. In this regard, the Offsetting Effects shall be presented separately as to whether or not they have already resulted in a Cash Tax Reduction. Together with this information, the potential debtor of an Offsetting Effect Claim shall send a written confirmation by a German auditing firm, which confirms that the debtor has duly complied with its notification obligation. To the extent permitted by law, the creditor shall be entitled to have the information verified at its own expense by a German auditing firm to the extent this is reasonable. The Parties shall consult among themselves once every three (3) years from the date of notarisation of the Demerger Agreement as to whether and subject to what conditions a one-time settlement payment of such offsetting effects which have not yet triggered a Cash Tax Reduction by the respective time of consultation is appropriate.

§ 8

Value Added Tax

- 8.1 The Parties expect that the conclusion and implementation of the Demerger Agreement is a non-taxable transfer of an entire business within the meaning of §§ 1 para. 1a, 15a para. 10 of the German Value Added Tax Act (*Umsatzsteuergesetz – UStG*). In the event that the Tax authorities are of the opinion that this is not a transfer of an entire business and that the process is not exempt from VAT due to the VAT group that currently exists between the Parties, the Parties undertake to take all necessary and reasonable measures to avoid a legally binding VAT assessment for METRO AG. If VAT is levied nevertheless, this shall constitute an Unexpected Transaction Tax, to which in principle the general rules contained in this Section D apply, even if and to the extent that MWFS AG owes the VAT pursuant to § 13b UStG.
- 8.2 If this unexpected VAT is levied on METRO AG, MWFS AG shall indemnify METRO AG for 75% thereof in application of these general rules in accordance with § 6 of this Group Separation Agreement. With regard to such VAT levied on METRO AG, the following shall apply in addition:
- a) § 9 of this Group Separation Agreement shall apply, subject to the proviso that (i) any Tax assessment notice concerning such VAT shall be sent to MWFS AG promptly, but no later than two (2) business days after receipt of such notice, and (ii) the Parties conduct any Relevant Tax Proceedings (in particular, Tax field audits) jointly with a view to achieving the most extensive degree of coordination with the Tax authorities concerning the form and content of an obligation granting the right to deduct input tax. METRO AG undertakes not to waive any VAT exemption pursuant to § 9 UStG.
 - b) METRO AG irrevocably agrees to billing using a credit note procedure for the VAT concerned. MWFS AG shall issue a credit note. METRO AG shall be obliged to agree to the credit within five (5) business days after receipt of such note; objection shall only be admissible upon submission of comprehensive, specific explanation of the reasons and upon presentation of its own invoice. If METRO AG does not agree or if it objects with insufficient justification and/or without submission of an invoice of its own, it shall be obliged to compensate MWFS AG for the resulting damages, although this shall be limited to 75% of the total amount of the levied VAT. For the avoidance of doubt: The maturity of METRO AG's Indemnity Claim against MWFS AG for 75% of the VAT pursuant to § 8.2 in conjunction with §§ 6, 10.7 of this Group Separation Agree-

ment shall not depend on when MWFS AG submits the credit in accordance with lit. b).

- c) MWFS AG undertakes (i) to claim the input tax deduction immediately and (ii) to pay 25% of the input tax to METRO AG within five (5) business days of receiving it. If METRO AG's Indemnity Claim pursuant to § 6.3 lit. c) of this Group Separation Agreement lapses or becomes unenforceable due to the limitation period, this obligation shall extend to 100% of the input tax. In this case, too, MWFS AG shall still be obliged to cooperate with METRO AG in order to realise the input tax deduction to the commercial benefit of METRO AG; § 9, in particular § 9.3 lit. a) and b) of this Group Separation Agreement shall apply mutatis mutandis. To the extent MWFS AG fails to comply with written instructions given by METRO AG in this case, in violation of § 9.3 lit. a) and b) of this Group Separation Agreement, MWFS AG shall be obliged to pay compensation to METRO AG for all damages arising as a result, but limited to the amount of the VAT levied.

§ 9

Cooperation on Tax Matters

- 9.1 The Parties shall, when it comes to Tax matters which may result in an obligation for one of the Parties pursuant to § 6 or § 7 of this Group Separation Agreement ("**Relevant Tax Matters**"), cooperate closely with the objective of keeping the Tax burden on both of the Parties as well as the other CE and MWFS Companies as low as possible, while complying with all legal regulations or of obtaining a reimbursement of Taxes; they shall also ensure, to the extent legally permissible, that their affiliated companies within the meaning of §§ 15 et seqq. AktG participate in such cooperation. This cooperation shall include, in particular, mutual assistance in providing proof (including such as is required in accordance with § 22 para. 3 UmwStG or proof of residency in accordance with conventions for the avoidance of double taxation) which has to be provided to the Tax authorities.
- 9.2 To the extent that a Tax return (including modifications thereof) by a CE Company refers to a Relevant Tax Matter, METRO AG shall ensure that the draft of any such Tax return by MWFS AG is presented at least forty (40) business days before the submission deadline, for it to be reviewed. MWFS AG shall inform METRO AG whether it agrees with the Tax return, or whether any changes are required, within twenty (20) business days; otherwise consent shall be deemed to have been given. METRO AG guarantees that the Tax return will only be submitted with the approval of MWFS AG. If the Parties are unable to agree on the contents of the Tax return, the Party which pays over 50% of the relevant Tax shall decide. If both Parties are

equally liable for the relevant Tax and the Parties are unable to reach agreement on the contents of the Tax return, METRO AG, as the Party which formally leads the Tax proceedings within the meaning of Tax law, shall decide. If both of the Parties are liable for parts of the Tax, the Party with the right for final decision must take into account the legitimate Tax interests of the other Party, giving adequate consideration to the Tax liability quota and shall also require the consent of the other Party, with such consent only to be withheld by the other Party on reasonable and fiscally legitimate reasons.

9.3 In addition, the cooperation on Relevant Tax Matters shall, in particular, comprise the following obligations:

- a) In any Relevant Tax Matter, METRO AG shall forward copies of all Tax assessment notices, taxation assessments, letters from the Tax authorities relating to Tax field audits (audit orders, auditor enquiries, provisional and final audit findings, provisional and final audit reports) and letters from the authorities and, as the case may be, from the competent court in other tax-related administrative or court proceedings ("**Relevant Tax Proceedings**") to MWFS AG within five (5) business days of receipt.
- b) If and to the extent that MWFS AG has to pay the Tax in full, the Relevant Tax Proceedings shall be conducted under the leadership of MWFS AG, i.e., METRO AG shall ensure and guarantee that (i) MWFS AG and/or its consultants who are bound to professional secrecy are granted the opportunity to participate in the Relevant Tax Proceedings, (ii) at the request of MWFS AG each Tax assessment or any other decision by the Tax authorities or judgement rendered by the courts are contested or appealed against or judicial remedies filed, and (iii) the written instructions given by MWFS AG relating to the Relevant Tax Proceedings are followed, unless the instructions contradict applicable law. If MWFS AG gives notice in writing that it intends to conduct Relevant Tax Proceedings either itself or with its own consultants at its own expense, METRO AG guarantees that MWFS AG and/or its consultants appointed by it, who are bound to professional secrecy, are promptly authorised to represent the CE Companies in these Relevant Tax Proceedings. Without the prior written permission or written agreement of a MWFS Company, METRO AG shall not make or undertake any acknowledgement or settlement with a court or the Tax authorities and shall ensure that no such actions are performed by any other CE Companies. If MWFS AG has not, in response to a written request from METRO AG to this effect, given notice in writing that it wishes to conduct the Relevant Tax Proceedings itself or with its own consultants within twenty (20) business days, and has not given any other written in-

structions (in particular regarding key communication and correspondence with the Tax authorities), the CE Companies may, at their own discretion, settle the relevant Tax or conduct the Relevant Tax Proceedings themselves; in the latter case, the Parties shall agree on the distribution of the costs.

- c) If and to the extent that both Parties are liable to pay the Tax, the Relevant Tax Proceedings shall be conducted jointly by both of the Parties. § 9.3 lit. b) of this Group Separation Agreement shall apply accordingly with the proviso that the Parties shall first propose all interactions towards the financial authorities and the courts to the other Party with the objective of facilitating a common coordinated approach. If no agreement can be reached within a period of fifteen (15) business days of receipt of the written proposal by the other Party, the following procedure shall be applied. The right of final decision and right of instruction shall generally rest with the Party that is liable to pay over 50% of the Tax, although such Party must take the legitimate Tax interests of the other Party into account, giving adequate consideration to the Tax liability quota and shall also require the consent of the other Party, with such consent only to be withheld by the other Party on reasonable and fiscally legitimate reasons. If and to the extent that both Parties are equally liable for the relevant Tax, the decision shall be made (i) on the lodging or withdrawal of legal remedies, court actions and appeals as well as on taking any other action, if and to the extent that such action changes the material legal position under fiscal law by an Arbitration Board pursuant to § 9.3 lit. d) of this Group Separation Agreement, at the request of one of the Parties, and (ii) in all other cases by the Party which, pursuant to the rules of fiscal procedural law, is formally conducting the Relevant Tax Proceedings. A legal remedy, an action or an appeal must first be filed and the grounds stated, even without an agreement, if and to the extent that the time limit for filing a remedy or the statement of grounds would otherwise be missed.
- d) The Arbitration Board shall be a three-member panel. Each Party shall be entitled to appoint an arbitrator. The arbitrators appointed by the Parties shall designate the presiding arbitrator of the tribunal. If the arbitrators appointed by the Parties are unable to agree on the presiding arbitrator within ten (10) business days of their appointment, the presiding arbitrator shall be chosen by the spokesperson of the board of the Institut der Wirtschaftsprüfer e.V. (Institute of Certified Public Accountants) in Düsseldorf. Both Parties shall be bound to cooperate to the extent considered necessary by the Arbitration Board, in particular for the provision of information to the Arbitration Board. The costs of the arbitration proceedings shall be borne by the Parties in proportion to their economic share of the relevant Taxes, Offsetting Effects and Tax refunds.

- 9.4 The obligations set forth in § 9.2 and § 9.3 of this Group Separation Agreement shall apply accordingly in the reverse case that an MWFS Company is the taxable person or involved party in Relevant Tax Proceedings under fiscal regulations.
- 9.5 In addition, the Parties undertake to take all reasonable action in order to resolve any group Tax structures between the MWFS Companies and the CE Companies, which are disputed by the Tax authorities, with effect for Tax purposes. In this respect, the Parties shall provide each other with mutual assistance with regard to Tax group relationships for income Tax purposes in the event that a change to the commercial balance sheets of one of the Tax group subsidiaries for the periods of the termination of the Tax group is required (because the Tax authorities object to an error within the meaning of § 14 para. 1 sent. 1 no. 3 sent. 4 of the German Corporation Tax Act (*Körperschaftsteuergesetz* – KStG) and request that the commercial balance sheets be amended accordingly), and take appropriate measures where required (including subsequent payments for profit and loss transfer) in order to safeguard the fiscal recognition of the Tax group; the Parties shall further take any other action that is deemed necessary or appropriate in connection with § 14 para. 1 sent. 1 no. 3 sent. 4 and 5 KStG. In this respect, the above-mentioned measures shall not cause any economic effects between the Parties. The Parties hereby undertake to mutual compensation in such manner that the Parties are in such a position after the compensation as they would have been in without the measures to safeguard the Tax group. Furthermore, MWFS AG undertakes to refrain from any measures with retrospective effect that would lead to non-recognition of the Tax group relationships that exist up until the Tax Transfer Effective Date.
- 9.6 The provisions set forth in § 9.2, § 9.3 and § 9.4 of this Group Separation Agreement shall apply for the first time from the Tax Transfer Effective Date. For the period between the the Tax Transfer Effective Date and the Effective Date, actions by and declarations vis-à-vis employees of METRO AG who are allocated to the MWFS Branch of Activity shall be deemed actions by and declarations vis-à-vis MWFS AG for the purposes of this § 9.
- 9.7 Subject to deviating provisions in § 5 to § 9 (inclusive) of this Group Separation Agreement, the Parties as well as the other MWFS and CE Companies shall bear the internal costs and the costs of their advisors in connection with Relevant Tax Matters themselves. All other costs and fees relating to Relevant Tax Matters incurred by MWFS or CE Companies shall be borne by the Parties in accordance with the corresponding share of the relevant Taxes, Offsetting Effects or refunded Taxes attributable to them.

- 9.8 If and to the extent that an application for suspension of enforcement has been granted, the Party which made the application for suspension of enforcement shall be responsible for the collateral that may be required in this respect and shall also bear any suspension interest connected with such suspension of enforcement; § 6 of this Group Separation Agreement shall apply accordingly.
- 9.9 The Parties shall mutually agree on the details of their cooperation in Tax procedures in accordance with this § 9 also after the spin-off has taken effect and shall record the outcome of the agreement in writing, if appropriate.

§ 10

General Provisions in Respect of Taxes

- 10.1 "**Taxes**" within the meaning of this Group Separation Agreement shall mean (i) all federal taxes, government taxes, EU taxes or local taxes, including incidental tax levied thereon, as defined in § 3 of the German Tax Code (*Abgabenordnung – AO*) or in any other similar regulation in accordance with applicable foreign law, (ii) tax deduction amounts, (iii) customs duties, (iv) all amounts due according to tax sharing agreements or systems; (v) statutory liability debts for taxes and (vi) all fines or penalties imposed directly related to these taxes pursuant to (i) to (v); input tax paid shall also be deemed Tax, if and to the extent that it is not refunded by the Tax authorities. For the avoidance of doubt: The term "**Tax**" shall not cover deferred Taxes or loss carry-forwards, interest carry-forwards or other similar items.
- 10.2 METRO AG and its affiliated companies within the meaning of §§ 15 et seqq. AktG existing on the Effective Date or thereafter, as well as their respective legal successors, are also referred to in this Section D as "**CE Companies**". MWFS AG and its affiliated companies on the Effective Date or thereafter, within the meaning of §§ 15 et seqq. of the AktG, as well as their respective legal successors, are also referred to in this Section D as "**MWFS Companies**".
- 10.3 Claims under § 6 and § 7 of this Group Separation Agreement shall be calculated on the basis of the Cash Tax Principle. "**Cash Tax Principle**" shall mean that these claims shall only arise as soon as and to the extent that Taxes, refunded Taxes or Offsetting Effects have actually become effective in terms of payment for the Party concerned. A reduction or an increase in loss carry-forwards, interest carry-forwards or other similar items is not to be taken into account when calculating the claims pursuant to § 6 and § 7 of this Group Separation Agreement. The calculation shall be made based on the assumption that the tax-related fact leading to the claim is always the component of revenue which was last added to the income or deducted from it (not the average burden, but the marginal burden); if loss carry-forwards are

partly based on Offsetting Effects and partly not, these losses shall count as proportionately extinguished, in the event that they are extinguished as a result of loss dissolution provisions (in particular pursuant to § 8c KStG). According to this Cash Tax Principle, Offsetting Effects shall also only be taken into account, as reducing or justifying the claim, to the extent that they would otherwise actually have reduced the Tax payable with payment effect. Claims pursuant to § 6 and § 7 of this Group Separation Agreement are neither ruled out nor substantiated by balance sheet items (receivables, liabilities and provisions).

- 10.4 If and to the extent that the emergence or the fulfilment of a claim pursuant to § 6 and § 7 of this Group Separation Agreement results in a Tax for the creditor, this Tax shall not, in principle, be taken into account when calculating the amount of the claim. Such Tax is to be taken into account as an exception if and to the extent that the claim is based on a procedural error by the debtor within the meaning of § 8.2 and § 9 of this Group Separation Agreement. In this case, the amount of the claim shall be calculated by means of an iterative calculation process in such a way that the creditor is ultimately put in the same position by the difference between the repayment amount and the Tax on the repayment amount as if the Tax had not been incurred on the repayment amount.
- 10.5 An Indemnity pursuant to § 6 of this Group Separation Agreement shall be granted only in proportion to the share which the creditor of the Indemnity Claim holds directly and/or indirectly in the concerned company where the Tax arises.
- 10.6 Counting relevant items twice and thus economically favouring one of the Parties when calculating claims pursuant to § 6 and § 7 of this Group Separation Agreement shall be avoided (prohibition of double benefits).
- 10.7 Indemnity Claims shall fall due ten (10) business days after the creditor informs the debtor of the claim in writing and the related payment amount, accompanied by copies of the relevant Tax assessment as well as including such documents that verifiably demonstrate the reason for and the amount of the relevant Tax as well as the claim, but no sooner than three (3) business days before the relevant Tax is due for payment to the Tax authorities.
- 10.8 Reimbursement Claims shall fall due three (3) business days after the creditor has given notice pursuant to § 7.4 of this Group Separation Agreement, but no later than twenty (20) business days after receipt of the refunded Tax or the Offsetting Effect by the debtor, who shall be in default thereafter without a reminder.
- 10.9 Offsetting Effect Claims shall fall due ten (10) business days after the creditor has given notice pursuant to § 7.7 of this Group Separation Agreement. If the obligation

to provide information is not met in time or not within twenty (20) business days after receipt of a reminder, the Offsetting Effect Claims shall fall due and the debtor shall be in default without a further reminder.

- 10.10 Claims pursuant to § 6 and § 7 of this Group Separation Agreement shall expire six (6) months after and to the extent that the relevant Tax assessment has become formally and materially final, but not (i) earlier than upon expiry of six (6) months after the spin-off takes effect or (ii) in the event of a Reimbursement Claim or an Offsetting Effect Claim earlier than upon expiry of six (6) months after notification is given by the creditor pursuant to § 7.4 and § 7.7 of this Group Separation Agreement.
- 10.11 If one of the Parties is required to provide information, notify or issue instructions to the other Party pursuant to this section D, these shall be addressed to a contact who the Parties shall mutually appoint in writing. If such information, notifications or instructions are to be made in writing, § 126 BGB shall apply, subject to the proviso that a fax or a scan of a signed letter sent by electronic mail shall also fulfil this requirement; this shall also apply to the designation of a contact person. All instructions in exercise of a right of final decision must be submitted in writing.

E.

Holding periods, non-competition clause, lending

§ 11

Holding periods (so-called lock-up) with respect to shares in MWFS AG

- 11.1 METRO AG undertakes vis-à-vis MWFS AG not to Dispose of any of the shares in MWFS AG granted as part of the Hive-Down Capital Increase before the end of the day seven years and one day after the Tax Transfer Effective Date, without prior consent from MWFS AG. To "**Dispose**", in the preceding sense, shall include, regardless of whether directly or indirectly, any sale, any marketing, any transfer, any obligation to transfer, any pledge or any other encumbrance, any disposition (whether in whole or in part, for instance with regard to the voting rights or the commercial opportunities and risks, and whether legally or commercially, *in rem* or under the law of obligations) and any other conduct (act, tolerating or omission) by METRO AG which is economically comparable to one or more of the above activities and/or which may constitute a violation of the blocked periods pursuant to § 22 UmwStG arising due to the hive-down. It shall not constitute a Disposal within the meaning of the immediately preceding sentence if it is not caused by the conduct (act, tolerating or omission) of METRO AG.

- 11.2 The obligation in § 11.1 of this Group Separation Agreement shall apply accordingly to all other shares in MWFS AG directly or indirectly held by METRO AG on the Effective Date, but only up until the end of the day six months after the first day of trading of the shares in MWFS AG on the Frankfurt Stock Exchange.
- 11.3 In the event of a violation by METRO AG of its obligations arising from § 11.1 of this Group Separation Agreement, the legal consequences regarding the bearing of the resulting Taxes shall be governed exclusively by Section D of this Group Separation Agreement. Any further claims, e.g. claims for damages between the Parties, regarding the Taxes caused by a violation shall be excluded.

§ 12

Non-Competition Clause

The Parties undertake not to compete, either directly or indirectly, for a period of two years from the Effective Date. This shall not apply to current activities on the Relevant Date as well as the further development of existing activities.

§ 13

Lending

- 13.1 If and to the extent that METRO AG has expressed a respective need by 31 March 2017, the Parties shall ensure (a) that MWFS AG or one of the MWFS associate companies (METRO Finance B.V., for example) as lender together with METRO AG (CE Business Division) as borrower (i) concludes a loan agreement for a loan of EUR 40mn with a term of eleven months from the conclusion of the agreement and (ii) concludes a loan agreement for a loan of up to EUR 15mn with a term ending on 31 March 2017 and (b) that all necessary implementation steps still outstanding to this end are carried out.
- 13.2 The conditions, particularly the interest rate, shall be negotiated between the Parties in accordance with arm's length conditions.
- 13.3 The fact that the conditions are in accordance with 'arm's length' shall be demonstrated and documented in a suitable way. For this purpose, it shall be assumed that the spin-off has already taken effect, in other words, assuming the borrower to be METRO AG without the MWFS Business Division that is transferred as a result of the Demerger Agreement.

F.
Other Provisions

§ 14
Confidentiality

- 14.1 Information available to one of the Parties or their Group Companies about the other Party or its Group Companies due to the existing membership of the Business Divisions in the group up until the spin-off taking effect or which is made available at a later date due to the right to obtain information under this Agreement or the Demerger Agreement, are referred to below as "**Confidential Information**", irrespective of whether they relate to METRO AG, MWFS AG, the Group Companies or third parties.
- 14.2 Such information shall not constitute Confidential Information
- a) which was already public knowledge or becomes a matter of public knowledge, unless this is based on a breach of an obligation of confidentiality under this Agreement; or
 - b) to which a Party or one of its Group Companies has or had legitimate access through a third party without restriction regarding its use or disclosure; or
 - c) which was developed by one of the Parties independently after conclusion of this Agreement, without reference to any Confidential Information.
- 14.3 Each Party shall be obliged to the other Party and its Group Companies
- a) to keep the Confidential Information secret at all times and not to disclose any Confidential Information to anyone outside their own Business Division without prior written consent of the respective other Party;
 - b) to prevent unauthorised disclosure of and access to Confidential Information for unauthorised third parties;
 - c) to take all the necessary steps to avoid a violation of the rules laid down by the German Data Protection Act (*Bundesdatenschutzgesetz – BDSG*); and
 - d) to promptly notify the other Party if it comes to its attention that Confidential Information has been disclosed to a third party without authorisation.

The steps taken by a Party to ensure the protection of its own Confidential Information shall be deemed a standard of due care for the obligation pursuant to § 14.3 lit. b) of this Group Separation Agreement.

The Group Companies, associated companies, employees, advisors, independent auditors as well as funding sources (including their advisors) of a Business Division shall not be deemed to be outside the Business Division or to be a third person, to the extent they need the Confidential Information for their activities for the Business Division.

- 14.4 Each Party shall ensure that its Group Companies adhere to the provisions of § 14.3 of this Group Separation Agreement.
- 14.5 If a Party or one of its Group Companies is required to disclose this information by law, on the basis of a statutory regulation, stock exchange regulations or any other government regulations or any contractual obligation agreed prior to the conclusion of this Agreement, or if it is required to disclose this information by the authorities in a way that is not evidently unlawful, the Party or the respective Group Company may disclose Confidential Information to this extent to the authorised recipients.

§ 15

Fulfilment of Claims

- 15.1 This Agreement inures to the benefit of and obliges only the Parties. Claims and liabilities arising under this Agreement shall only be asserted and fulfilled between the Parties.
- 15.2 Each Party guarantees that its Group Companies will adhere to the provisions of this Agreement and in particular shall not assert any claims against Group Companies of the other Party, to the extent this violates the provisions of this Group Separation Agreement.
- 15.3 Claims arising under this Agreement may only be transferred, except to Group Companies of one of the Parties, with the consent of the other Party.

Annex 5.2.a)
Calculated transaction taxes

Ser. no.	Structuring step	Calculated transaction taxes	Amount
1.	Sale and transfer of logistics real property in Hamm by METRO LOGISTICS Germany GmbH to GKF Vermögensverwaltungsgesellschaft mbH & Co. Objekt Hamm KG	Real estate transfer tax	EUR 236,340
2.	Sale and transfer of all operational company interests by METRO Groß- und Lebensmitteleinzelhandel Holding GmbH to MWFS AG	Real estate transfer tax	EUR 679,000
		Stamp duty in Hongkong	EUR 98,000
3.	Implementation of the spin-off	Real estate transfer tax	EUR 200,000
	Total amount of calculated transaction taxes		EUR 1,213,340