



**Registration of a Charge**

Company name: **TelecityGroup International Limited**

Company number: **00153088**



X548GFUZ

Received for Electronic Filing: **04/04/2016**

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**Details of Charge**

Date of creation: **23/03/2016**

Charge code: **0015 3088 0017**

Persons entitled: **EQUINIX, INC**

Brief description: **N/A**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MATTHEW HOULTON**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 153088

Charge code: 0015 3088 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd March 2016 and created by TelecityGroup International Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th April 2016 .

Given at Companies House, Cardiff on 5th April 2016

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

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**SHARE PLEDGE AGREEMENT**

by and among

**TELECITY GROUP INTERNATIONAL LIMITED**

as Pledgor

and

**EQUINIX, INC.**

as Lender and Pledgee

and

**TELECITYGROUP BULGARIA EAD**

as Issuer

Dated 23 March 2016

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**CERTIFIED TRUE COPY**

31.03.2016

by *Kaloyan Krumov*  
attorney-at-law

**DJINGOV, GOUBINSKI, KYUTCHUKOV & VELICHKOV**

ATTORNEYS AND COUNSELLORS AT LAW

10 TSAR OSVOBODITEL BLVD, 1000 SOFIA BULGARIA

*[Handwritten signature]*

SHARE PLEDGE AGREEMENT dated 23 March 2016 (the "Agreement") by and among:

- (1) TELECITYGROUP INTERNATIONAL LIMITED, a company incorporated in England and Wales under registered number 00153088, having its registered office at Masters House, 107 Hammersmith Road, London, W14 0QH, United Kingdom (herein below referred to as the "Pledgor");
- (2) EQUINIX, INC., a company incorporated under the laws of Delaware, United States of America, having its principal office at One Lagoon Drive, Fourth Floor, Redwood City, California 94065, United States of America and registered with the Secretary of State of Delaware under number 2911438 (herein below referred to as the "Lender" and the "Pledgee"); and
- (3) TELECITYGROUP BULGARIA EAD a sole shareholder joint stock company organized and established under the laws of Bulgaria, registered with the Bulgarian Commercial Registry under UIC 200346310, having its registered address at 10, 5030 Str., Iskar Region, Druzhba 1 Residential Complex, Sofia 1592, Bulgaria herein below referred to as the "Issuer")

each one of the persons above individually referred to as a "Party" and collectively as "Parties".

**WHEREAS:**

- (A) The Pledgee as Lender and EQUINIX (UK) ACQUISITION ENTERPRISES LIMITED (a company incorporated under the laws of England with registered number 09844761) as borrower (the "Borrower") are parties to an amendment, restatement and consolidation agreement dated 29 January 2016 (the "Amendment, Restatement and Consolidation Agreement") in relation to the amendment, restatement and consolidation of certain (direct and indirect) loans into one consolidated loan on the terms of one Amended Loan Agreement in the form set out in the schedule to the Amendment, Restatement and Consolidation Agreement (the "Amended Loan Agreement");
- (B) The Pledgor, being an affiliate of the Borrower and having regard to the significant commercial benefits for the Pledgor as well as the Borrower and their affiliates that are expected to result from the Amended Loan Agreement and this Agreement, wishes to enter into this Agreement for the purposes of creating a security over its going concern and certain specific assets for the due performance of the obligations of the Borrower under the Amended Loan Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Other Definitions**

Wherever used in this Agreement (including in the preamble), unless otherwise defined herein, or unless the context shall otherwise require, terms defined in the Amended Loan Agreement shall have the same meanings herein, and in addition:

"Civil Procedure Code" means the Bulgarian Civil Procedure Code [Граждански процесуален кодекс] promulgated on 20 July 2007 and effective as of 1 March 2008 as may be amended from time to time.

"Collateral" means the Pledged Shares.

"Dividends" means each of:

- (i) any and all present or future cash receivables of the Pledgor against the Issuer on account of distribution of profits or distributable cash reserves with respect to the Pledged Shares; and
- (ii) any other present or future cash receivables of the Pledgor against the Issuer related to the Pledged Shares, including without limitation liquidation quota rights, proceeds from redemption or repurchase of shares and capital decrease.

"Enforcement Event" means an Event of Default that has occurred under the Amended Loan Agreement in respect of which an Enforcement Notice pursuant to Clause 9 of the Amended Loan Agreement has been sent to the Borrower.

"Law on Commerce" means the Bulgarian Law on Commerce [Търговски закон], effective as of 01 July 1991, as may be amended from time to time.

"Lien" means any pledge or other security interest or preferential right; an attachment of property or a judicial dispute, including a claim for reinstatement of title; as well as any other right of a third party which limits the full and undisturbed exercise of the right of ownership, inclusive of a legally binding commitment or a preliminary agreement for the granting of such right.

"LRP" means the Bulgarian Law on Registered Pledges [Закон за особените залози], effective as of 01 April 1997, as amended from time to time.

"Perfection" means the perfection of the security interest in the Collateral created pursuant to this Agreement by way of:

- (i) the delivery of a notary certified copy with authenticated date of this Agreement to the Lender;
- (ii) endorsement in pledge of the Share Certificates using the form of endorsement specified in Schedule #1 to this Agreement and delivery of the Share Certificates so endorsed to the Lender;
- (iii) recording the endorsement in pledge of the Pledged Shares in the Issuer's shareholders' registry;
- (iv) procurement of a notary certified copy of each of the so endorsed Share Certificates;
- (v) procurement of a notary certified copy of the Issuer's shareholders' registry which contains the record and details of the registration of the security interest hereby created and delivery of such copy to the Lenders (or their nominee).

"Pledged Shares" means collectively:

- (i) all currently issued and outstanding shares of the Issuer owned by the Pledgor, namely 170,000 (one hundred and seventy thousand) common registered materialised voting shares with nominal value of BGN 1 (one Bulgarian lev) each, representing 100% of the share capital of the Issuer (the "Existing Shares"); and
- (ii) any future shares in the capital of the Issuer, or warrants, or options, or other convertible securities entitling the Pledgor to acquire shares in the capital of the Issuer in addition to the Existing Shares, in each case issued by the Issuer and acquired or subscribed to by the Pledgor at any time or from time to time after the date hereof (the "New Shares").

"Secured Obligations" means all present and future obligations and liabilities of the Borrower to the Lender under or pursuant to the Amended Loan Agreement including, but not limited, to the following:

- (i) any payments due in respect of repayment of principal under the Consolidated Loan Facility in the amount of USD 3,287,878,009.30 (three billion two hundred eighty-seven million, eight hundred seventy-eight thousand nine US dollars and thirty cents);

- (ii) any payments in respect of interest due on any disbursed and outstanding amounts from time to time under the Consolidated Loan Facility at a rate equal to the Borrowing Rate of 3.45 % (three point forty-five percent) per annum or any lower applicable rate as confirmed by the Lender;
- (iii) any payments in respect of default interest on any overdue amount under the Amended Loan Agreement at the rate of 2 (two) percent per annum above the Borrowing Rate specified pursuant to the item (ii) herein above.

"Share Certificate" means each of:

- (i) an interim share certificate issued by the Issuer pursuant to Art. 167 of the Law on Commerce and evidencing the Pledgor's title to Pledged Shares; and/or
- (ii) a permanent share certificate issued by the Issuer pursuant to Art. 183 of the Bulgarian Law on Commerce and evidencing the Pledgor's title to Pledged Shares.

"TSSPC" means the Bulgarian Tax and Social Security Procedure Code [Данъчно-осигурителен процесуален кодекс], effective as of 01 January 2006, as may be amended from time to time.

## 1.2 Interpretation

- (a) In this Agreement, the **Lender** shall be construed so as to include its successors in title, permitted assigns and permitted transferees.
- (b) In this Agreement, unless the context otherwise requires, words denoting the singular include the plural and vice versa, words denoting persons include individuals, corporations, partnerships and other legal persons and references to a person include its successors and permitted assigns.
- (c) In this Agreement, a reference to an agreement shall be construed as a reference to such agreement as it may be amended, varied, supplemented, novated or assigned from time to time.
- (d) In this Agreement, the headings are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.
- (e) In this Agreement, "including" and "include" shall be deemed to be followed by "without limitation" where not so followed.

## 2. REPRESENTATIONS AND WARRANTIES

### 2.1 Representations and Warranties

- (a) The Pledgor hereby represents and warrants that:
  - (i) it has received a copy of, is familiar with the terms of the Amended Loan Agreement;
  - (ii) it is the legal and beneficial owner of the Pledged Shares which represent 100% of the share capital of the Issuer and has full title to such Pledged Shares free and clear of any Liens, restrictions or covenants, which might limit or prejudice the exercise of the Lender's rights hereunder;
  - (iii) it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation;
  - (iv) it has the power and capacity to enter into and perform this Agreement and this Agreement has been duly authorised and executed by its relevant corporate bodies and constitutes a

valid, legally binding and enforceable obligation, which, subject to Perfection, shall rank senior to any other Lien on the Collateral;

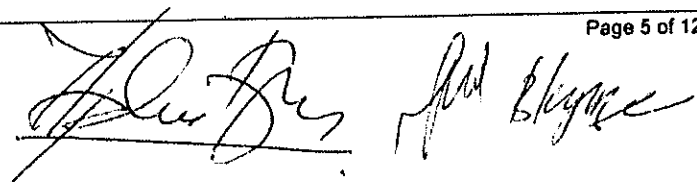
- (v) neither the Pledgor nor the Collateral enjoys any right of immunity from set-off, suit or execution in respect of its assets or its obligations under this Agreement;
- (vi) the execution, delivery and performance by it of, and the transactions contemplated by, this Agreement do not or will not violate or conflict with (x) any law, rule or regulation or governmental approval or judicial order to which it is subject, (y) its constitutional documents, or (z) any document which is binding upon it; and
- (vii) it does not have any past due public obligations, as defined by the TSSPC, there are no pending inspections of the Bulgarian revenues authorities against the Pledgor and there are no deeds issued by Bulgarian revenues authorities establishing public obligations of the Pledgor that would render invalid with respect to the State or a municipality the security interest created pursuant to this Agreement, as provided for in Article 264 and Article 216 of the TSSPC.

(b) the Issuer represents and warrants that:

- (i) it has received a copy of, is familiar with and has acknowledged the terms of the Amended Loan Agreement;
- (ii) it is duly incorporated and validly existing under the laws of Bulgaria;
- (iii) it has a registered capital as of the date hereof of BGN 170,000 (one hundred and seventy thousand Bulgarian leva) divided into 170,000 (one hundred and seventy thousand) common registered materialised voting shares with nominal value of BGN 1 (one Bulgarian lev) each and 100% of its registered capital has been fully paid-in as of the date hereof;
- (iv) the Pledged Shares represent 100% of its registered capital and 100% of the voting power in the general meeting of shareholders of the Issuer and are effectively owned by the Pledgor and duly registered with the Issuer's shareholders register;
- (v) it has the power and capacity to enter into and perform this Agreement and this Agreement has been duly authorised and executed by its relevant corporate bodies and constitutes a valid, legally binding and enforceable obligation, which, subject to Perfection, shall rank senior to any other Lien on the Collateral;
- (vi) its constitutional documents do not and would not restrict or inhibit in any manner any transfer of any current or future shares of the Issuer which are expressed to be (or are required by this Agreement to be or become) pledged hereunder;
- (vii) the execution, delivery and performance by it of, and the transactions contemplated by, this Agreement do not or will not violate or conflict with (x) any law, rule or regulation or governmental approval or judicial order to which it is subject, (y) its constitutional documents, or (z) any document which is binding upon it.

## 2.2 Reliance and Accuracy

- (a) Each of the Pledgor and the Issuer acknowledges that it makes the respective representations and warranties in Clause 2.1 with the intention of inducing the Lender to enter into this Agreement, and



that the Lender has entered into this Agreement on the basis of, and in full reliance on, each of such representations and warranties.

- (b) Each of the Pledgor and the Issuer warrants to the Lender that each of the representations and warranties in Clause 2.1 is true and accurate as of the date of this Agreement and as of the date of its Perfection and that none of them omits any matter which makes any of such representations misleading.

### **3. OBLIGATIONS SECURED AND SECURITY INTEREST**

#### **3.1 Obligations Secured under the Agreement**

This Agreement is made in order to secure, and secures, the payment in full of the Secured Obligations.

#### **3.2 Security Interest**

To secure the payment of the Secured Obligations, the Pledgor hereby grants a security interest in the Collateral in favour of the Pledgee and undertakes to complete its Perfection as a first ranking security interest in the Collateral.

#### **3.3 Possession and Control over Collateral**

The Share Certificates (duly endorsed in pledge to the Pledgee) shall at all times during the term of this Agreement remain in the possession and custody of the Pledgee (or its nominee).

#### **3.4 Rights over Pledged Shares**

Until a notice of an Enforcement Event is served or deemed to be served to the Pledgor under this Agreement, the Pledgor shall be entitled to exercise the rights attaching to the Pledged Shares subject to the provisions of Clause 3.3, Clause 4.1 and Clause 5.2 hereof.

#### **3.5 Dividends**

- (a) Until the occurrence of an Enforcement Event the Pledgor shall be entitled to receive and retain all Dividends distributed in respect of the Pledged Shares.
- (b) The Parties hereby agree and acknowledge that upon the occurrence of an Enforcement Event which is continuing, the Lender shall be deemed to have objected to any distribution of Dividends, which is to be made following the date on which the Issuer has received or is deemed to have received a notice for the occurrence of the respective Enforcement Event.

#### **3.6 Continuity of Security Interest**

The security interest in the Collateral created pursuant to this Agreement shall continue until the Lender is satisfied that the Secured Obligations have been irrevocably paid in full and that the obligations of the Lender to make disbursements under any of the Loans have terminated.

### **4 PLEDGOR'S AND ISSUER'S OBLIGATIONS**

#### **4.1 General Undertakings**

- (a) The Pledgor hereby undertakes, in exercising the voting rights pertaining to the Pledged Shares, to act in good faith and in compliance with the terms and provisions of this Agreement so as to ensure



that the existence, validity and enforceability of the security interest hereby created is not adversely affected.

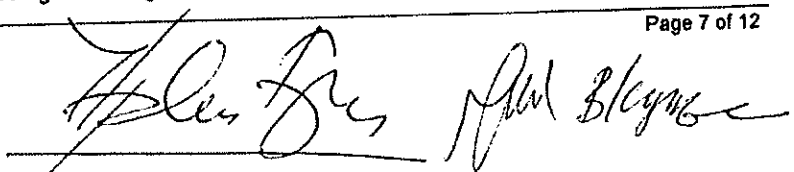
- (b) The Pledgor hereby agrees that it shall not, except with Pledgee's consent, sell, alienate, transfer, encumber, pledge or otherwise dispose of, in whole or in part, any of the Pledged Shares or any Dividends, or replace, cancel or invalidate any Share Certificates.
- (c) The Issuer agrees that it shall not register with its shareholders' registry any transfer, assignment, pledge, encumbrance or other restriction with respect to the rights attached to the Pledged Shares unless permitted by the Pledgee.
- (d) The Pledgor and the Issuer hereby agree and undertake that none of them will effect, cause or permit any act that may result in dilution of the Pledgor's share in the capital of the Issuer.
- (e) Nothing in this Agreement in general and this Clause 4.1 in particular shall be construed so as to limit or revoke any other undertaking the Issuer and/or the Pledgor may have under any applicable law.

#### 4.2 Obligations Related to Perfection

- (a) Within five (5) business days as of the date of this Agreement the Pledgor shall at its own expense accomplish the Perfection of the security interest hereby created, as a first ranking pledge in the Collateral.
- (b) The Pledgor shall ensure that until the Secured Obligations have been irrevocably paid in full, the security interest in the Collateral created hereby shall remain and be maintained without interruption a first ranking security interest.
- (c) The Issuer hereby undertakes to do any and all such things within its control as may be required for the performance of the Pledgor's obligations under paragraphs 4.2 (a) and 4.2 (b).
- (d) In case of issuance of New Shares the Pledgor shall procure the Perfection of the security interest created under this Agreement with respect to all such New Shares as soon as practicable but not later than five (5) business days as of the registration with the Commercial Registry of an increase of the registered capital of the Issuer with the subscription of New Shares.
- (e) The Pledgor shall be deemed to have duly performed its obligations under this Clause 4.2 to the extent the Pledgee has been satisfied that the Perfection constitutes a first ranking pledge on the Collateral.
- (f) By signing this Agreement, the Issuer acknowledges the security interest in the Pledged Shares hereby created and undertakes to enter forthwith the said security interest in the name of the Pledgee in its shareholders registry.

#### 4.3 Notification Obligations

- (a) The Pledgor and the Issuer shall notify the Pledgee of the occurrence of any of the events listed herein below as soon as reasonably practicable after the Pledgor or the Issuer, as the case may be, becoming aware thereof, regardless of whether such events have occurred due to a violation by the Pledgor or the Issuer of any of their respective obligations under this Agreement and/or applicable law:
  - (i) any loss, assignment or encumbrance, of Pledgor's interest in the Collateral; or
  - (ii) any legal proceedings affecting all or any part of the Collateral; or



- (iii) the calling of any meeting of shareholders of the Issuer.
- (b) Should any third party rights in the Collateral occur for any reason, the Issuer and/or the Pledgor shall, as soon as reasonably practicable after becoming aware thereof, notify in writing the Pledgee of such third party rights and furnish the Pledgee with copies of the documents establishing such rights which are in the possession of the Pledgor and/or Issuer or which the Pledgor and/or Issuer can obtain.

#### 4.4 Further Assurance

Each of the Pledgor and the Issuer shall, at its own expense, execute and do all such assurances, acts and things as the Pledgee may reasonably require for perfecting, maintaining in force or protecting the security interest created and/or expressed to be created hereunder. Upon the request of the Pledgee, the Pledgor or the Issuer, as the case may be, shall perform any action and execute any document required under the law or this Agreement, in order to enable or facilitate foreclosure on the Collateral.

#### 4.5 Document Taxes

The Pledgor shall pay all taxes (including stamp taxes if any), duties, fees (including notarisation fees) or other charges payable in connection with this Agreement.

### 5. FORECLOSURE

#### 5.1 Right to Foreclosure

- (a) Upon occurrence of an Enforcement Event, the Pledgee may exercise its rights under applicable law and this Agreement and shall be entitled to commence foreclosure on the Collateral (including, for the avoidance of doubt, by way of direct recourse to any Dividends) and receive foreclosure proceeds as payment in respect of the Secured Obligations in accordance with any procedure prescribed by the laws of Bulgaria, including, but not limited to:
  - (i) the out-of-court foreclosure procedure provided for by articles 32 through 51 and other relevant provisions of the LRP, without any requirement for obtaining a final court judgment or arbitral award against the Pledgor and/or the Issuer, as the case may be, or obtaining a writ of execution or other court documents incorporating its right to foreclosure, or following any foreclosure procedures applying to the forcible collection of monetary obligations other than those pursuant to LRP;
  - (ii) the foreclosure procedures provided for by the Civil Procedure Code and the Law on Commerce (Chapter IV, Bankruptcy);
  - (iii) the foreclosure procedures (whether judicial or not) pursuant to any other law that might be presently existing or enacted in future times, to which the Pledgee may be entitled pursuant to such other law, including Article 311 of the Law on Commerce.
- (b) To the fullest extent allowed by applicable law the Pledgor waives any right it may have of first requiring the Pledgee to proceed against or claim payment from any person or entity or enforce any guarantee or security granted by any other person or entity before enforcing this Agreement and/or its rights hereunder or pursuant hereto.

## **5.2 Duty of Care**

Without prejudice to any rights of the Pledgee granted by the law or this Agreement, upon foreclosure pursuant to the procedure provided in the LRP, the Pledgee shall be entitled to sell on its own and on the account of the Pledgor the Pledged Shares in a manner chosen in its own discretion. The Pledgor hereby expressly agrees and acknowledges that the Pledgee shall not be required to organize any form of public tender, bidding procedure or other form of public solicitation for the purposes of foreclosing on the Pledged Shares and the absence of public tender, bidding procedure or any other form of public solicitation shall not be considered as breach by the Pledgee of the duty of care under this Agreement and Article 37, paragraph (3) of the LRP.

## **6 MISCELLANEOUS PROVISIONS**

### **6.1 Limitations on Liability**

The Pledgee shall not be liable to the Pledgor and/or the issuer, or any other person, for any costs, charges, losses, damages, liabilities or expense related to the foreclosure of the security interest in the Collateral created under this Agreement or from any act by, or failure to act, of the Pledgee or any of its respective officers, employees or agents in relation to such security interest or in connection with this Agreement, except to the extent caused by the gross negligence or wilful misconduct of the Pledgee or its respective officers, employees or agents.

### **6.2 Term of Agreement**

This Agreement shall take effect on the date it is signed and shall remain in full force and effect until the Secured Obligations have been irrevocably paid in full. Upon the lapse of the term of this Agreement the Pledgee shall, at the request and cost of the Pledgor, release the Collateral from the security interest hereby created by executing such documents and instruments as may reasonably be required by the Pledgor.

### **6.3 Governing Law**

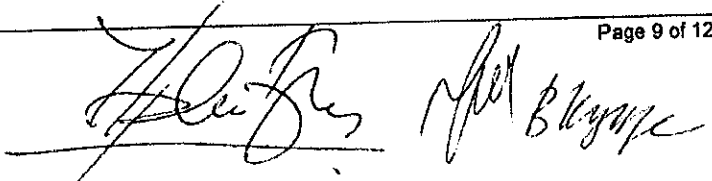
The Agreement shall be governed and construed in accordance with the provisions of the applicable Bulgarian law save for matters related to the Secured Obligations and the Amended Loan Agreement, including existence, validity or termination of the Amended Loan Agreement or the consequences of its nullity, which are governed and construed in accordance with the laws of England pursuant to the Amended Loan Agreement.

### **6.4 Severability**

If any provision of this Agreement is declared void or unenforceable by a court, an arbitrator or any other competent authority, the other provisions of the Agreement and the rights and obligations of the Parties hereto created by them shall remain in full force and effect. The void or unenforceable provision shall be deemed to be deleted from this Agreement and shall be substituted by the parties hereto in good faith by a valid, enforceable and mutually acceptable provision which comes as close as possible to the economic result of the void or unenforceable provision.

### **6.5 Disputes and Jurisdiction**

The courts of Republic of Bulgaria shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement, except in relation to disputes arising out of or in connection with the Secured Obligations and the Amended Loan Agreement, which are governed by the laws of England and any disputes related to the Secured Obligations and the Amended Loan Agreement, including a dispute regarding the



existence, validity or termination of the Amended Loan Agreement or the consequences of its nullity, shall be remitted to and settled by the courts of England, pursuant to the Amended Loan Agreement.

#### 6.6 Notices

Each party chooses the address set out opposite its name below as its *domicilium citandi et executandi* at which all notices and other communications must be delivered for the purposes of this Agreement:

- (a) the Pledgee: Equinix, Inc.  
One Lagoon Drive, Fourth Floor  
Redwood City, California 94065  
United States of America
- (b) the Pledgor: TelecityGroup International Limited  
Masters House  
107 Hammersmith Road  
London, W14 0QH, United Kingdom
- (c) the Issuer: TelecityGroup Bulgaria EAD  
10, 5030 Str., Iskar Region  
Druzhba 1 Residential Complex  
Sofia 1592, Bulgaria

#### 6.7 Amendments

Any amendment of any provision of this Agreement shall be in writing with and signed by each of the parties then entitled under this Agreement.

#### 6.8 Remedies, Waivers and Consents

No single or partial exercise of any right or remedy of any of the Pledgee shall preclude any other or further exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of each other or of any rights or remedies provided by law.

#### 6.9 Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

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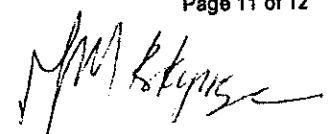
**Schedule #1**  
**FORM OF ENDORSEMENT IN PLEDGE**

On this date [\*\*\*], **TELECITY GROUP INTERNATIONAL LIMITED** acting through [*name of the respective registered signatory / proxy holder*], in his capacity of [*registered signatory / proxy holder under a power of attorney dated [\*\*\*]*], hereby endorses in pledge to **EQUINIX, INC.** this interim share certificate # [\*\*\*] together with all rights incorporated therein, including without limitation all 170,000 (one hundred and seventy thousand) common registered materialised voting shares in the capital of **TELECITYGROUP BULGARIA EAD** and all rights attaching to such shares, as a security pursuant to the Share Pledge Agreement dated [\*\*\*] by and among **TELECITY GROUP INTERNATIONAL LIMITED** (as pledgor), **EQUINIX, INC.** (as pledgee) and **TELECITYGROUP BULGARIA EAD** (as issuer) in relation to an amendment, restatement and consolidation agreement between **EQUINIX, INC.** (as lender) and **EQUINIX (UK) ACQUISITION ENTERPRISES LIMITED**, a company incorporated under the laws of England with registered number 09844761 (as borrower) dated 29 January 2016 (the "**Amendment, Restatement and Consolidation Agreement**") in relation to the amendment, restatement and consolidation of certain (direct and indirect) loans into one consolidated loan on the terms of one Amended Loan Agreement in the form set out in the schedule to the Amendment, Restatement and Consolidation Agreement, as may be subsequently amended and restated from time to time..

**For TELECIDTY GROUP INTERNATIONAL LIMITED**

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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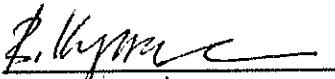
IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as of the date first above written.

For TELECITY GROUP INTERNATIONAL LIMITED (as pledgor)

By:

Name:

Title:


  
Violetta Petkova Kunze  
Proxy

For EQUINIX, INC. (as pledgee)

By:

Name:

Title:

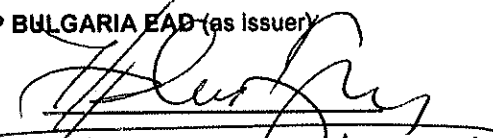
  
Kaloyan Lyndimov  
proxy

For TELECITYGROUP BULGARIA EAD (as issuer)

By:

Name:

Title:

  
Zdravko Nislov  
Managing Director