

231815/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record. **Do not send the original**



A41VD78P

A21

23/02/2015

#62

COMPANIES HOUSE

1 Company details

Company number 0 2 5 7 2 9 4 7

Company name in full APCOA Parking (UK) Limited

000116

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 1 6 0 2 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Deutsche Bank Luxembourg S A as security trustee

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

None

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box

☒ Yes☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *White & Carter UP* X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Hayley Mitchinson

Company name White & Case LLP

Address 5 Old Broad Street

Post town

County/Region London

Postcode E C 2 N 1 D W

Country England

DX

Telephone +442075321339



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2572947

Charge code: 0257 2947 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th February 2015 and created by APCOA PARKING (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd February 2015.

Given at Companies House, Cardiff on 3rd March 2015

(P)



Companies House



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

THE PARTIES LISTED IN SCHEDULE 1
as Assignors

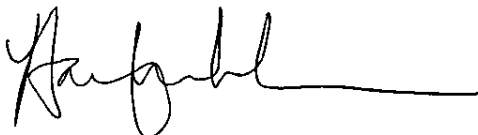
APCOA PARKING HOLDINGS GMBH
as Company

and

DEUTSCHE BANK LUXEMBOURG S.A.
as Security Trustee

**INTERCOMPANY LOAN RECEIVABLES ASSIGNMENT
AGREEMENT**
(Abtretung)

I certify that, save for material redacted pursuant to
s.859G of the Companies Act 2006, this copy instrument
is a correct copy of the original instrument
White & Case LLP



H MITCHINSON

Solicitor at White & Case LLP

23 February 2015

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This **INTERCOMPANY LOAN ASSIGNMENT AGREEMENT** (the "**Agreement**") is made on 16 February 2015

BETWEEN:

- (1) **THE PARTIES LISTED IN SCHEDULE 1** as assignors (each an "**Assignor**" and together the "**Assignors**"),
- (2) **APCOA PARKING HOLDINGS GMBH**, a limited liability company incorporated under the laws of the Federal Republic of Germany and registered with the local court of Stuttgart under HRB 726108 (the "**Company**"),
- (3) **DEUTSCHE BANK LUXEMBOURG S.A.**, in its capacity as security trustee for the Secured Parties (as defined below) under the Intercreditor Agreement (as defined below) (the "**Security Trustee**"), and
- (4) **DEUTSCHE BANK LUXEMBOURG S.A.**, in its capacity as agent for the Finance Parties (as defined below) under the Facilities Agreement (as defined below) (the "**Agent**")

WHEREAS:

- (A) Pursuant to a senior facilities agreement dated 12 December 2014 between, amongst others, APCOA Parking Holdings GmbH (the "**Company**") and certain other entities listed therein as original borrowers, the lenders thereunder and Deutsche Bank Luxembourg S A as agent and security trustee (the "**Facilities Agreement**"), the lenders will make available certain facilities to the borrowers thereunder and certain further entities which may accede to the Facilities Agreement as additional borrowers
- (B) The security created by or pursuant to this Agreement is to be held and administered by the Security Trustee for the Secured Parties (as defined below) pursuant to an intercreditor agreement dated 12 December 2014 between, among others, the Company as company and Deutsche Bank Luxembourg S A as agent and security trustee (the "**Intercreditor Agreement**")
- (C) The Assignors, the Security Trustee and others entered into an intercompany loan assignment dated 8 December 2014 and related to the Facilities Agreement (the "**First Security Assignment Agreement**")
- (D) This Agreement is entered into further to the First Security Assignment Agreement, as the First Security Assignment Agreement was not delivered to the Registrar of Companies (England and Wales) for registration at Companies House with respect to the charge created by the Assignors within the 21 day period required by English law (the "**Non-Registration**") In order to enable the registration with the Companies House the parties to this Agreement agree (i) to release the security created under the First Security Assignment Agreement with regards to the Assignors and subsequently (ii) to assign the Receivables
- (E) The parties (i) intend for Deutsche Bank to operate the general cash pool and DNB to operate the Nordic cash pool, and (ii) consequently, are currently considering to increase the Cash Management Cap
- (F) Each Assignor is aware of the requirements of the "Permitted Loan" definition in the Facilities Agreement in respect of intercompany loan agreements and understands that in case it should grant (or otherwise become the creditor under) an intercompany loan not governed by German law, it will have to enter into a separate new Transaction Security Document governed by the law that governs such new intercompany loan

NOW IT IS HEREBY AGREED as follows

1 DEFINITIONS AND LANGUAGE

1.1 Definitions

In this Agreement

"Ancillary Rights" means all present and future, actual and contingent rights and claims (including monetary claims for damages) arising out of the underlying contractual or other relationship under which the Intercompany Loan Receivables are created, including but not limited to, unilateral rights (*Gestaltungsrechte*)

"Authorisation" means the authorisation to collect the Receivables (*Einziehungsermächtigung*) granted by the Security Trustee to the Assignor pursuant to Clause 8 (Collection of Receivables by the Assignors) hereof

"Cash Management Cap" means EUR 48,000,000 (as such cap may be increased from time to time in particular as contemplated in recital (E) above by separate agreement in accordance with the Intercreditor Agreement)

"Cash-pool Related Receivables" means Intercompany Loan Receivables and Ancillary Rights arising under or in connection with the provision or operation of Cash Management Services

"Debtor" has the meaning given to such term in the Intercreditor Agreement

"Debt Documents" has the meaning given to such term in the Intercreditor Agreement

"Finance Parties" has the meaning given to it in the Facilities Agreement and **"Finance Party"** shall be construed accordingly

"Intercompany Loan Receivables" means, in relation to any Assignor, all present and future, actual and contingent receivables of that Assignor against any member of the Group arising under any intercompany loan agreement (or in respect of any other Financial Indebtedness) governed by German law, including but not limited to the receivables arising under the intercompany loans as at the date of this Agreement specified in relation to that Assignor in schedule 2 (List of Existing Intercompany Loans (other than Cash-pool Related Receivables))

"Liabilities" has the meaning given to such term in the Intercreditor Agreement

"Parallel Obligations" means the separate and independent obligations of each Debtor arising pursuant to clause 19.3 (Parallel Debt) of the Intercreditor Agreement to pay to the Security Trustee sums equal to, and in the currency of, any sums owing by the relevant Debtor to a Secured Party under any Debt Document (save for any sums owing by the relevant Debtor under Clause 19.3 of the Intercreditor Agreement).

"Receivables" means, in respect of any Assignor, such Assignor's Intercompany Loan Receivables and Ancillary Rights from time to time

"Secured Obligations" means all the Liabilities and all other present and future liabilities and obligations (including, but not limited to, the Parallel Obligations) at any time due, owing or incurred by any member of the Group and by each Debtor to the Security Trustee under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity. For the avoidance of doubt the Secured Obligations shall include any increase in the Liabilities in accordance with the terms of those Debt

Documents such as any increase in the Cash Management Cap in particular as contemplated in recital (E) above. The Secured Obligations include any obligation based on unjust enrichment (*ungerechtfertigte Bereicherung*) or tort (*Delikt*)

"**Secured Parties**" has the meaning given to it in the Intercreditor Agreement and "**Secured Party**" shall be construed accordingly

1 2 **Construction**

In this Agreement

- (a) terms used but not defined in this Agreement have the meanings ascribed thereto in the Intercreditor Agreement or, if not defined therein, the meanings ascribed thereto in the Facilities Agreement, and
- (b) any reference in this Agreement to a "**Clause**", a "**sub-Clause**" or a "**Schedule**" shall, subject to any contrary indication, be construed as a reference to a Clause, a sub-Clause or a Schedule in this Agreement

1 3 This Agreement is made in the English language. For the avoidance of doubt, the English language version of this Agreement shall prevail over any translation of this Agreement. However, where a German translation of a word or phrase appears in the text of this Agreement, the German translation of such word or phrase shall prevail.

1 4 A Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, supplemented, extended or restated from time to time.

1 5 **Conflicts Clause**

If there is a conflict between this Agreement and the Facilities Agreement or the Intercreditor Agreement, then the provisions of the Facilities Agreement or the Intercreditor Agreement (as the case may be) shall prevail over the provisions of this Agreement, in particular nothing in this Agreement shall prevent the Assignors from payments being made in accordance with clause 6.2 (Permitted Payments Intra-Group Liabilities) of the Intercreditor Agreement, and, for the avoidance of doubt, if there is a conflict between the provisions of the Facilities Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall prevail.

1 6 **Effectiveness**

This Agreement shall take effect from (and including) the date of this Agreement. The releases, reassignments, retransfers and waivers declared under Clause 2 (Release) shall become effective a legal second (*juristische Sekunde*) prior to the assignments or transfers pursuant to Clause 3 (Assignment) and Clause 4 (Transfer of Ancillary Rights).

2 **RELEASE**

2 1 The Security Trustee hereby irrevocably releases, reassigns and retransfers to each of the Assignors (i) the Receivables (as defined in the First Security Assignment Agreement) (including all accessory security rights (*akzessorische Sicherheiten*) and ancillary rights (*Neben-, Hilfs- und Vorzugsrechte*) pursuant to (including by way of analogy) Section 401 of the German Civil Code (*Bürgerliches Gesetzbuch*) in relation to such Receivables), (ii) Independent Ancillary Rights in relation to such Receivables and any other rights assigned and/or transferred in relation to such Receivables which, in each case have been assigned and/or transferred, by the Assignors to the Security Trustee. To the extent the relevant Assignor is not already in possession of any assets

so transferred, the Security Trustee hereby assigns its claim to demand delivery "*Herausgabeanspruch*" against the relevant third party to the relevant Assignor

- 2 2 The Security Trustee hereby irrevocably waives any other rights which it may have against the Assignors under the First Security Assignment Agreement and releases each Assignors from its obligations thereunder. The Security Trustee and the Assignors agree that the Assignors shall be hereby released from the First Security Assignment Agreement and shall no longer be a party to it.
- 2 3 The Agent (acting on behalf of any Finance Party) agrees that no Default, Event of Default or other acceleration right shall arise by virtue of such Non-Registration and the release and retake of security hereunder
- 2 4 Each Assignor hereby accepts the relevant releases, reassignments, retransfers and waivers declared to it under this Clause 2 (Release).
- 2 5 For the avoidance of doubt, the relevant releases, reassignments, retransfers and waivers declared under this Clause 2 (Release) exclusively refer to such assignments and transfers granted by the Assignors under the First Security Assignment Agreement Any other assignments, transfers or rights granted by other assignors under the First Security Assignment Agreement are not being released, retransferred or waived hereunder

3 **ASSIGNMENT**

- 3 1 Each Assignor hereby assigns to the Security Trustee its Receivables
- 3 2 The Security Trustee hereby accepts each such assignment of Receivables.
- 3 3 The existing Receivables shall pass over to the Security Trustee at the date of this Agreement, and any future Receivables shall pass over to the Security Trustee at the date such Receivables come into existence

4 **TRANSFER OF ANCILLARY RIGHTS**

The Receivables are assigned to the Security Trustee together with all accessory security rights (*akzessorische Sicherheiten*) and ancillary rights (*Neben-, Hilfs- und Vorzugsrechte*) pursuant to (including by way of analogy) Section 401 of the German Civil Code (*Bürgerliches Gesetzbuch*) In case of security rights and ancillary rights pertaining to the Receivables and which are not assigned and transferred to the Security Trustee by operation of law pursuant to Section 401 of the German Civil Code (the "**Independent Ancillary Rights**"), the Security Trustee may request at any time and at its sole discretion the assignment and/or transfer (as the case may be) of such Independent Ancillary Rights

5 **PURPOSE OF THE ASSIGNMENTS**

- 5 1 The assignments hereunder are constituted in order to secure the prompt and complete satisfaction of any and all Secured Obligations
- 5 2 The assignments shall also cover any future extension of the Secured Obligations and each Assignor herewith expressly agrees that the assignments shall secure the Secured Obligations as extended or increased from time to time

6 **LIST OF RECEIVABLES**

- 6 1 Within 10 (ten) business days after the end of each calendar quarter and at any time upon request of the Security Trustee, the Assignors (acting through APCOA Parking Holdings GmbH)

shall deliver to the Security Trustee a list of the Receivables (other than the Cash-pool Related Receivables) as of the end of the relevant calendar quarter. This list of the Receivables shall be on a computer disk or in other electronic form or in such other form as agreed between the Security Trustee and the Assignors. The Security Trustee may in its reasonable discretion request a computer printout in addition to any other form in which the list may be delivered.

- 6 2 Unless otherwise agreed, the list of the Receivables referred to in sub-Clause 6 1 shall show the names and addresses of the debtors as well as any outstanding amounts and the due dates for payment.
- 6 3 Any list of Receivables referred to in sub-Clauses 6 1 and 6 2 above is provided for information purposes only and if for any reason whatsoever the relevant Receivables are not, or are incompletely, contained in the list presented, then the assignment of the Receivables shall not be affected thereby.
- 6 4 After an Event of Default has occurred and is continuing upon request of the Security Trustee, the Assignors (acting through APCOA Parking Holdings GmbH) shall deliver to the Security Trustee a list of the Cash-pool Related Receivables.
- 6 5 If an Assignor employs a third party for its bookkeeping and/or data processing, the relevant Assignor hereby authorises the Security Trustee to obtain any list of Receivables (other than the Cash-pool Related Receivables) directly from such third party at the relevant Assignor's expense.

7 NOTICE OF ASSIGNMENT

- 7 1 Each Assignor hereby notifies each other Assignor of the assignment of its Receivables hereunder. Each Assignor acknowledges each such notice and each other Assignor's authorisation under clause 8 (Collection of Receivables by the Assignors).
- 7 2 The Assignors (or the Company on their behalf) shall notify the existing members of the Group who are not party to this Agreement of the reassignments and assignments in the form set out in schedule 3 (Form of Bulk Notice of Assignment) within 5 Business Days after the date of this Agreement.
- 7 3 The Assignors (or the Company on their behalf) shall notify any future member of the Group which becomes a debtor of any Receivable and which is not a party to this Agreement as an Assignor and has not been previously notified pursuant to clauses 7 2 or 7 3 of the assignment of the Receivables constituted hereunder in the form set out in schedule 4 (Form of Notice for a Disclosed Assignment) within 15 (fifteen) business days of such Receivable arising. The Assignor shall send a copy of each dispatched notification letter together with the return receipt (*Ruckschein*) to the Security Trustee without undue delay (*unverzüglich*).
- 7 4 The Company shall use its best endeavours to procure that the relevant members of the Group acknowledge each notice of assignment given pursuant to clause 7 3 and accept the terms of the assignment as set out in schedule 4 (Form of Notice for a Disclosed Assignment) without undue delay. The Assignors shall provide evidence to the Security Trustee of any such acknowledgement.
- 7 5 Each Assignor hereby authorises "*bevollmachtigt*" the Company, under exemption from the restrictions of section 181 German Civil Code, to give or receive any notices under or pursuant to this Agreement in its name and on its behalf. Each Assignor hereby authorises "*bevollmachtigt*" the Security Trustee to give any notices of assignment to any debtor of such Assignor's Receivables, provided that the Security Trustee may exercise such authorisation only upon the occurrence of an Enforcement Event.

8 **COLLECTION OF RECEIVABLES BY THE ASSIGNORS**

- 8 1 Subject to sub-Clause 8 3 below, each Assignor is authorised by the Security Trustee to collect its Receivables (*ermächtigt zur Einziehung*) in its own name and for its own account and to exercise any rights and claims in relation to its Receivables (the "**Authorisation**")
- 8 2 Subject to sub-Clause 8 3 below, each Assignor is authorised by the Security Trustee to collect, to declare or agree any netting, set-off or current account relationship, and/or to dispose of its Cash-pool Related Receivables (*ermächtigt zur Einziehung, Ver- oder Aufrechnung (einschließlich eines Kontokorrents) und zur Verfügung*) in its own name and for its own account and to exercise any rights and claims in relation to its Cash-pool Related Receivables (the "**Cash-Pool Authorisation**")
- 8 3 The Security Trustee may revoke (*widerrufen*) the Authorisation and/or the Cash-Pool Authorisation at any time after the occurrence of an Enforcement Event as set out in sub-Clause 9 1 below and in case of a revocation of the Cash-Pool Authorisation provided that such revocation is made in connection with the Security Trustee enforcing its rights under this Agreement by arranging for the collection and/or the sale of the Receivables in accordance with Clause 9 (Enforcement) below
- 8 4 Each Assignor undertakes to exercise the Authorisation and the Cash-Pool Authorisation only in the ordinary course of business (or as otherwise permitted under the Finance Documents) and acting with the care of a prudent businessman (*Sorgfalt eines ordentlichen Kaufmanns*)

9 **ENFORCEMENT**

- 9 1 If any of the Secured Obligations has become due and payable and an Event of Default has occurred which is continuing and the occurrence of which has been notified to the relevant Assignor (an "**Enforcement Event**"), the Security Trustee shall be entitled to revoke (*widerrufen*) the Authorisation and the Cash-Pool Authorisation to the relevant Assignor, notify the debtors of the relevant Assignor, enforce all or any part its rights under this Agreement and arrange for the collection of the Receivables of the relevant Assignor in its own name and for its own account and/or for the sale of the Receivables of the relevant Assignor, subject to the provisions of the Facilities Agreement and the Intercreditor Agreement
- 9 2 The Security Trustee will notify the relevant Assignor in writing at least 5 (five) business days prior to the enforcement of any assignment pursuant hereto. No such notice shall be required if (i) the relevant Assignor has generally ceased to make payments, (ii) an application for the institution of insolvency proceedings is filed by or against the relevant Assignor or (iii) the Security Trustee has reasonable grounds to believe that observance of the notice period would adversely affect the legitimate interests (*berechtigte Interessen*) of the Security Trustee
- 9 3 To the extent that the Authorisation is revoked, the Security Trustee may request that all documents relating to the Receivables of the relevant Assignor be handed over to it and the relevant Assignor hereby agrees to promptly comply with any such request. In the case of checks and bills of exchange, the relevant Assignor hereby further agrees to endorse such documents in blank and to deliver them to the Security Trustee as soon as reasonably practicable and in any event upon request by the Security Trustee
- 9 4 On becoming entitled to enforce the security interest created hereunder in accordance with Clause 9 (Enforcement) the Security Trustee may collect the Receivables of the relevant Assignor in total or in part to the extent necessary to satisfy any outstanding Secured Obligations, it being understood that the Security Trustee shall apply the proceeds of such realisation towards the Secured Obligations in accordance with the Intercreditor Agreement

- 9 5 The Security Trustee may request each Assignor to collect the Receivables for and on behalf of the Security Trustee and in accordance with the Security Trustee's instruction. Each Assignor shall promptly comply with such request.
- 9 6 If the Security Trustee collects any Receivables pursuant to sub-Clause 9 1 hereof, it may take all measures and enter into all agreements with such debtors which it considers to be expedient. In particular, the Security Trustee may grant discounts or indulgence to any debtors and/or enter into settlement agreements in relation to existing Receivables at any time.
- 9 7 Notwithstanding sub-Clause 9 1, the Security Trustee may, in its sole discretion, determine which of several security interests (created under this or other security agreements) shall be used to satisfy the Secured Obligations.
- 9 8 Given the non-accessory nature of this security, each Assignor has no defences of revocation and set-off and no defences based on defences any Debtor might have against the Secured Obligations. The Security Trustee is not required to proceed against or enforce any other rights or security before enforcing the security created hereunder.
- 9 9 No Assignor shall at any time before, on or after an enforcement of the security created hereunder and as a result of an Assignor entering into this Agreement, be entitled to demand indemnification or compensation from any other Debtor or to assign any of these claims.
- 10 **LIMITATION OF ENFORCEMENT**
- No Security granted by an Assignor will secure any Secured Obligations if to do so would be unlawful financial assistance in respect of the acquisition of shares in itself or its Holding Company or any equivalent and applicable provisions under the laws of England and Wales.
11. **BOOKKEEPING AND DATA-PROCESSING**
- 11 1 Each Assignor hereby assigns to the Security Trustee, who accepts such assignment, any right it has against any third party (in particular any bookkeeping firm or tax consultant) in respect of the return of any proof or documents which the relevant Assignor has handed over to such third party and which are necessary to identify the Receivables. Each Assignor undertakes to instruct such third party, upon the occurrence of an Enforcement Event, to provide the Security Trustee upon demand with such information, proof and documents which are necessary to check, assess or enforce the Receivables.
- 11 2 Upon the occurrence of an Enforcement Event, each Assignor shall allow the Security Trustee access to any electronic data-processing system, including peripheral equipment, in which data concerning the Receivables or any part thereof have been stored. Moreover, each Assignor shall provide any assistance required to the Security Trustee (including by making software operators available). Each Assignor hereby assigns to the Security Trustee, who accepts such assignment, all its rights against any third party which handles the electronic processing of data concerning the Receivables and undertakes to instruct such third party, upon a respective demand of the Security Trustee following the occurrence of an Enforcement Event, to handle the processing of data for the Security Trustee as it did for the relevant Assignor provided that the relevant Assignor shall continue to be given access to any data it requires in its ordinary course of business.
- 11 3 The Security Trustee authorises each Assignor to exercise the rights assigned by such Assignor to the Security Trustee pursuant to sub-Clause 11 1 and 11 2 above at all times prior to the occurrence of an Enforcement Event.

12 REPRESENTATIONS AND WARRANTIES

Each Assignor represents and warrants to the Security Trustee by way of an independent guarantee (*selbständiges Garantieverprechen*) that

- 12 1 subject to Clause 2 (Release) it is the sole unrestricted owner of its Receivables and no other person is entitled to any of its Receivables as joint creditor (*Gesamtgläubiger*) or co-creditor (*Mitgläubiger*),
- 12 2 subject to Clause 2 (Release) its Receivables are unencumbered,
- 12 3 its intra-group loan agreements are governed by German law,
- 12 4 subject to Clause 2 (Release) its Receivables are assignable (*abtretbar*) and can be freely assigned by it,
- 12 5 it has the corporate power and authority to enter into this Agreement, in particular all necessary corporate authorisations to enable or entitle it to enter into this Agreement have been obtained and are in full force and effect and will remain in full force and effect at all times during the subsistence of the security hereby construed, and
- 12 6 this Agreement constitutes its legal, valid, binding and enforceable obligations and creates the security interests it purports to create, which security interests are valid and effective

13 UNDERTAKINGS OF THE ASSIGNORS

During the term of this Agreement each Assignor undertakes to the Security Trustee, unless otherwise agreed or permitted under the Finance Documents

- 13 1 not to take, or participate in, any action which results or might result in a sale, transfer, encumbrance or other disposal of its Receivables or permit to subsist, create or agree to create any security interest or third party right in or over its Receivables other than as expressly permitted under the terms of this Agreement,
- 13.2 to refrain from any acts or omissions, the purpose or effect of which is or would be the dilution of the value of its Receivables or its Receivables ceasing to be assignable or subjecting any of its Receivables to any law other than German law,
- 13 3 to procure that all proceeds and any other sums collected in connection with its Receivables are paid into a bank account that is subject to Transaction Security for the benefit of the Secured Parties,
- 13 4 to inform the Security Trustee without undue delay in writing of any attachment (*Pfandung*) over any of its Receivables or part thereof and any third parties bringing claims in respect of any of its Receivables or part thereof or any other measures which might impair or jeopardize the Security Trustee's rights relating to any of its Receivables or materially impair its value, such notice to be accompanied by any documents the Security Trustee might need to defend itself against any claim by a third party. In the event of an attachment, the relevant Assignor undertakes to forward to the Security Trustee without undue delay a copy of the attachment order (*Pfandungsbeschuß*), any transfer order (*Überweisungsbeschuß*) and all other documents necessary or expedient for a defence against such attachment. The relevant Assignor shall inform the attaching creditor of the Security Trustee's security interests without undue delay,
- 13 5 to take, at its own cost and expense, all such action as is available to it as may be necessary for the purpose of the creation, perfection, protection or maintenance of the security rights created

or intended to be created by or pursuant to this Agreement or to facilitate the realisation of the Receivables, and

- 13 6 upon the Security Trustee's request, to allow the Security Trustee (and/or accountants and/or other professional advisors and contractors of the Security Trustee) for the purpose of inspecting and checking any of the Receivables to examine, audit and inspect its books, accounts and other documents wherever located at all times and on reasonable notice at the risk and cost of the Assignors during normal business hours, and to make and take away copies of any and all of such books, accounts and other documents

14 **POWER OF ATTORNEY**

Each Assignor, by way of security for its obligations under this Agreement, irrevocably appoints the Security Trustee to be its attorney (*Stellvertreter*) to do anything which such Assignor is required to do under this Agreement but has failed to do (and the Security Trustee may delegate that power on such terms as it sees fit) For this purpose, each Assignor relieves the Security Trustee from the restrictions set out in Section 181 of the German Civil Code

15 **INDEMNITY**

- 15 1 The Security Trustee shall not be liable for any loss or damage suffered by any Assignor save in respect of such loss or damage which is suffered as a result of the wilful misconduct or gross negligence of the Security Trustee
- 15 2 Subject to the provisions of the Facilities Agreement and the Intercreditor Agreement, the Company will indemnify the Security Trustee and keep the Security Trustee indemnified against any and all costs, loss and liability which may be incurred by or made against the Security Trustee for anything done or omitted in the exercise or purported exercise of the powers contained herein or occasioned by any breach of any Assignor of any of its obligations or undertakings contained herein other than to the extent that such costs, loss and liability are incurred by or made against the Security Trustee as a result of the gross negligence or wilful misconduct of the Security Trustee.

16 **DURATION AND INDEPENDENCE**

- 16 1 This Agreement shall create a continuing security and no change, amendment, or supplement whatsoever in the Debt Documents or in any document or agreement relating to any of the Debt Documents shall affect the validity or the scope of this Agreement nor the obligations which are imposed on any Assignor pursuant to it
- 16 2 This Agreement is independent from any other security or guarantee which may have been or will be given to the Secured Parties or the Security Trustee None of such other security shall prejudice, or shall be prejudiced by, or shall be merged in any way with this Agreement.
- 16 3 Waiving Section 418 of the German Civil Code (applied by analogy), each Assignor hereby agrees that the security created hereunder shall not be affected by any transfer or assumption of the Secured Obligations to, or by, any third party

17 **RELEASE OF SECURITY (SICHERHEITENFREIGABE)**

- 17 1 Upon complete and irrevocable satisfaction of all Secured Obligations, the Security Trustee will as soon as reasonably practicable, at the cost and expense of the Company, reassign to the each Assignor the Receivables and surrender the excess proceeds, if any, resulting from any realisation thereof The Security Trustee will, however, transfer any Receivable or excess proceeds to a third person if so required by law

- 17 2 At any time when the total value of the aggregate security granted by the Assignors and the other Debtors to secure the Secured Obligations (the "**Security**") which can be expected to be realised in the event of an enforcement of the Security (*realisierbarer Wert*) more than temporarily exceeds 110% of the Secured Obligations (the "**Limit**"), the Security Trustee shall on demand of an Assignor release such part of the Security (*Sicherheitenfreigabe*) as the Security Trustee may in its reasonable discretion determine so as to reduce the realisable value of the Security to the Limit
- 17 3 Notwithstanding the authorisation to collect the Receivables pursuant to clause 8 (Collection of Receivables by the Assignors), upon request of an Assignor (or the Company on its behalf) substantially in the form of schedule 5 Part 1 (Form of reassignment request) by letter, fax or electronic mail (or as an electronic photocopy to electronic mail) (the "**Reassignment Request**"), the Security Trustee shall reassign any Receivable (including, but not limited to, any Receivable under or in connection with the intercompany loans listed in schedule 5 Part 2 (Intercompany loans and Cash-pool Related Receivables to be reassigned)) which is subject to (or the re-assignment of which is required to implement) any Permitted Disposal or Permitted Transaction (including, but not limited to, any set-off pursuant to any step set out in the Structure Memorandum) to the relevant Assignor by executing the reassignment letter in substantially the form attached as the Annex (Reassignment letter) to the Reassignment Request and returning the dated and executed letter (the "**Reassignment Letter**") to the relevant Assignor within five Business Days after the receipt of the Reassignment Request. The relevant Assignor hereby accepts the reassignment pursuant to the Reassignment Letter in advance and such reassignment shall become effective upon the Security Trustee signing the Reassignment Letter

18 **COSTS AND EXPENSES**

Subject to the provisions of the Facilities Agreement and Intercreditor Agreement (as applicable), all costs, charges, fees and expenses triggered by this Agreement or reasonably incurred in connection with its preparation, execution (both as agreed separately), amendments and enforcement (in case of preparation, execution (both as agreed separately) and amendment, including legal fees up to an agreed cap and in case of enforcement, including legal fees) shall be borne by the Company

19 **PARTIAL INVALIDITY; WAIVER**

- 19 1 If at any time, any one or more of the provisions hereof is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent necessary without affecting or impairing the validity, legality and enforceability of the remaining provisions hereof or of such provisions in any other jurisdiction. The invalid, illegal, or unenforceable provision shall be deemed replaced with a valid, legal or enforceable provision which comes as close as possible to the original intent of the parties and the invalid, illegal or unenforceable provision. Should a gap (*Regelungslücke*) become evident in this Agreement, such gap shall, without affecting or impairing the validity, legality and enforceability of the remaining provisions hereof, be deemed to be filled with such provision as comes as close as possible to the original intent of the parties
- 19 2 No failure to exercise, nor any delay in exercising, on the part of the Security Trustee, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies provided hereunder are cumulative and not exclusive of any rights or remedies provided by law.

20 **AMENDMENTS**

Changes and amendments to this Agreement including this Clause 20 shall be made in writing

21 **NOTICES AND THEIR LANGUAGE**

- 21 1 All notices and communications under or in connection with this Agreement shall be in writing and shall be delivered by letter, posted or delivered by hand, fax or electronic mail (or as an electronic photocopy to electronic mail) Each notice or communication shall be given to the relevant party at the address, fax number or other electronic communication address and marked for the attention of the person(s) or department from time to time specified in writing by that party to the other The initial address, fax number, electronic mail address and person(s) or department so specified by each party are set out below

For each Assignor (as Obligors' Agent)

APCOA Parking Holdings GmbH
Attn Johannes Schaeffer
Flughafenstr 34
70629 Stuttgart

Fax +49 711 94791-859
Email Johannes.Schaeffer@apcoa.de

For the Security Trustee

Deutsche Bank Luxembourg S A
International Loans & Agency Services
Attn Inge Palzer / Sabine Lehnert
2, Boulevard Konrad Adenauer
L-1115 Luxembourg
Luxembourg

Tel (+352) 4 21 22 - 329 / 933
Fax (+352) 4 21 22 95 771
Email inge.palzer@db.com / sabine.lehnert@db.com

- 21 2 Proof of posting or dispatch of any notice or communication to any Assignor shall be deemed (*widerlegbare Vermutung*) to be proof of receipt (i) in case of a letter, on the second business day in the country of receipt after posting, (ii) in case of a fax transmission, on the business day in the country of receipt immediately following the date of its dispatch, and (iii) in case of email, when actually received in readable form and in the case of any electronic communication made by a party to the Security Trustee only if it is addressed in such a manner as the Security Trustee shall specify for this purpose, and any electronic communication which becomes so effective after 5 00 p.m. in the place of receipt shall be deemed only to become effective on the following day
- 21 3 Any notice or other communication under or in connection with this Agreement shall be in the English language or, if in any other language, accompanied by a translation into English In the event of any conflict between the English text and the text in any other language, the English text shall prevail

22 **APPLICABLE LAW; JURISDICTION**

22 1 This Agreement (and any non-contractual obligation "*außervertragliches Schuldverhältnis*" arising out of or in connection with this Agreement) shall be governed by and construed in accordance with the laws of the Federal Republic of Germany

22 2 If a party incorporated under the laws of the Netherlands is represented by an attorney in connection with the signing and/or execution of this Agreement or any other deed, agreement or document referred to in this Agreement or made pursuant to this Agreement, it is hereby expressly acknowledged and accepted by each other party that the existence and extent of the attorney's authority and the effects of the attorney's exercise or purported exercise of his authority shall be governed by the laws of the Netherlands

22 3 The place of jurisdiction for any and all disputes arising under or in connection with this agreement shall be the district court (*Landgericht*) in Frankfurt am Main. The Security Trustee, however, shall also be entitled to take action against any Assignor in any other court of competent jurisdiction. Further, the taking of proceedings against any Assignor in any one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law

22 4 Without prejudice to any other mode of service allowed under any relevant law, each Assignor (other than the Company) (unless incorporated in the Federal Republic of Germany)

- (a) irrevocably appoints the Company as its agent for service of process in relation to any proceedings before the German courts in connection with this Agreement,
- (b) agrees that failure by a process agent to notify the relevant Assignor of the process will not invalidate the proceedings concerned, and
- (c) hereby releases the Company in its capacity as process agent from any restriction for double representation and self-dealing under any applicable law and in particular from the restrictions of Section 181 of the German Civil Code (*BGB*),

and the Company by its execution of this Agreement accepts that appointment

23 **CONCLUSION OF THE AGREEMENT (*VERTRAGSSCHLUSS*)**

23 1 The parties to this Agreement may choose to conclude this Agreement by an exchange of signed signature page(s), transmitted by means of telecommunication (*telekommunikative Übermittlung*), by fax or attached as an electronic photocopy (pdf , tif , etc) to an e-mail

23 2 If the parties to this Agreement choose to conclude this Agreement pursuant to Clause 23 1 above, they will transmit the signed signature page(s) of this Agreement to Ashurst LLP, Ludwigstraße 8, 80539 Munich, Sebastian Schoon (Sebastian.Schoon@ashurst.com), Carsten Endres (Carsten.Endres@ashurst.com), Dr Thomas Freund (Thomas.Freund@ashurst.com) and/or Susanne Kasnitz (Susanne.Kasnitz@ashurst.com) (each a "**Recipient**") The Agreement will be considered concluded once one Recipient has actually received the signed signature page(s) (*Zugang der Unterschriftsseite(n)*) from all parties to this Agreement and at the time of the receipt of the last outstanding signature page(s)

23 3 For the purposes of this Clause 23 only, the parties to this Agreement appoint the Recipient as their attorney (*Empfangsvertreter*) and expressly allow (*gestatten*) the Recipient to collect the signed signature page(s) from all and for all parties to this Agreement. For the avoidance of doubt, no Recipient will have further duties connected with its position as Recipient. In particular, each Recipient may assume the conformity to the authentic original(s) of the

signature page(s) transmitted to it by means of telecommunication, the genuineness of all signatures on the original signature page(s) and the signing authority of the signatories

SCHEDULE 1

List of Assignors

Name	Jurisdiction of incorporation	Registration number (or equivalent, if any)
APCOA Parking Holdings (UK) Limited	England	05163792
APCOA Parking (UK) Limited	England	02572947

SCHEDULE 2

List of Existing Intercompany Loans (other than Cash-pool Related Receivables)

No.	Lender	Borrower	Date of agreement	Initial loan amount	Currency	German law
1	N /A	N /A	N /A	N /A	N /A	N /A

SCHEDULE 3

Form of Bulk Notice of Assignment

[To be printed off on letterhead of the Company]

From *[include list of all Assignors]*

To *[include list of all members of the Group who are not Assignors]*

[insert date and place]

[Datum und Ort einfügen]

Dear Sirs,

Sehr geehrte Damen und Herren,

We refer to the assignment agreement (the "**First Assignment Agreement**") dated 8 December 2014 and the notice of assignment dated [●] December 2014. Each of us Assignors hereby gives you notice that pursuant to an assignment agreement entered into by each of us in favour of Deutsche Bank Luxembourg S A, 2, Boulevard Konrad Adenauer, L-1115 Luxembourg (the "**Security Trustee**") dated _____ 2015 (the "**Assignment Agreement**"), each of us has assigned again by way of assignment (*Abtretung*) to the Security Trustee all its present and future Receivables and Cash-pool Related Receivables (as defined in the Assignment Agreement) against you together with all ancillary rights pertaining to them after the Security Trustee having re-assigned them to the relevant Assignor pursuant to the Assignment Agreement. Each of us is still authorised by the Security Trustee to collect its assigned receivables in its own name and for its own account and to exercise any rights and claims in the ordinary course of business until and unless you receive a notification from the Security Trustee to the contrary. Please see attached as Annex a copy of the assignment agreement.

Wir beziehen uns auf den Abtretungsvertrag (der "**Erste Abtretungsvertrag**") vom 8. Dezember 2014 und die Abtretungsanzeige vom [●] Dezember 2014. Jeder Sicherungsgeber teilt Ihnen hierdurch mit, dass er mit Abtretungsvertrag vom _____ 2015 (der "**Abtretungsvertrag**") sämtliche seine bestehenden und künftigen Forderungen und Cash-pool Forderungen (Receivables and Cash-pool Related Receivables (wie im Abtretungsvertrag definiert) mit allen dazugehörenden Rechten gegen Sie wieder an Deutsche Bank Luxembourg S A, 2, Boulevard Konrad Adenauer, L-1115 Luxembourg (der "**Sicherheitentreuhänder**") im Wege der Zession abgetreten hat, nachdem der Sicherheitentreuhänder diese zunächst an den jeweiligen Sicherungsgeber gemäß dem Abtretungsvertrag zurückabgetreten hatte. Jeder Sicherungsgeber ist weiterhin vom Sicherheitentreuhänder ermächtigt, alle Zahlungen betreffend seine abgetretenen Forderungen im eigenen Namen und für eigene Rechnung einzuziehen und entgegenzunehmen und seine Rechte im Rahmen des gewöhnlichen Geschäftsbetriebs auszuüben, wenn und soweit sie keine anderslautende Mitteilung des Sicherheitentreuhänders erhalten. Als Anlage erhalten Sie eine Kopie des Abtretungsvertrages.

Yours faithfully,

APCOA Parking Holdings GmbH
acting for itself and in the name and on behalf of

[include list of all Assignors]

By

Name
Title

Mit freundlichen Grüßen

APCOA Parking Holdings GmbH,
handelnd im eigenen Namen sowie im Namen von

[Namen aller Sicherungsgeber einfügen]

Name
Titel

SCHEDULE 4

Form of Notice for a Disclosed Assignment

[To be printed off on letterhead of the Assignor]

[Name and address of debtor]

[insert date and place]

Dear Sirs,

We hereby give you notice that pursuant to an assignment agreement entered into by us in favour of Deutsche Bank Luxembourg S A , 2, Boulevard Konrad Adenauer, L-1115 Luxembourg (the "**Security Trustee**") dated _____ 2015 (the "**Assignment Agreement**"), we have assigned by way of assignment (*Abtretung*) to the Security Trustee all our present and future Receivables and Cash-pool Related Receivables (as defined in the Assignment Agreement) against you together with all ancillary rights pertaining to them including those set out in Annex 1 hereto. We are authorised by the Security Trustee to collect the assigned receivables in our own name and for our own account and to exercise any rights and claims in the ordinary course of business until and unless you receive a notification from the Security Trustee to the contrary. Please see attached as Annex 2 a copy of the assignment agreement.

Please acknowledge receipt of this notice and your agreement with the terms hereof by counter-signing this letter and returning the same to us.

Yours faithfully,

[insert full name of the Assignor]

By _____

Name
Titel

[Datum und Ort einfügen]

Sehr geehrte Damen und Herren,

Wir teilen Ihnen hierdurch mit, dass wir mit Abtretungsvertrag vom _____ 2015 (der "**Abtretungsvertrag**") sämtliche bestehenden und künftigen Forderungen und Cash-pool Forderungen (Receivables and Cash-pool Related Receivables (wie im Abtretungsvertrag definiert) mit allen dazugehörenden Rechten gegen Sie an Deutsche Bank Luxembourg S A , 2, Boulevard Konrad Adenauer, L-1115 Luxembourg (der "**Sicherheitentreuhandler**") im Wege der Zession abgetreten haben, einschließlich der in Anlage 1 genannten. Wir sind vom Sicherheitentreuhandler ermächtigt, alle Zahlungen betreffend die abgetretenen Forderungen im eigenen Namen und für eigene Rechnung einzuziehen und entgegenzunehmen und unsere Rechte im Rahmen des gewöhnlichen Geschäftsbetriebs auszuüben, wenn und soweit sie keine anderslautende Mitteilung des Sicherheitentreuhänders erhalten. Als Anlage 2 erhalten Sie eine Kopie des Abtretungsvertrages.

Bitte bestätigen Sie den Erhalt dieser Benachrichtigung und Ihr Einverständnis mit den herein enthaltenen Bestimmungen durch Gegenzeichnung dieser Benachrichtigung und Rücksendung an uns.

Mit freundlichen Grüßen

[Namen des Sicherungsgebers einfügen]

Name
Titel

Acknowledgement of the debtor

We acknowledge receipt of this notification letter and confirm our agreement with the terms thereof

[insert full name of the debtor]

By

Name
Title
Date

Bestätigung des Drittschuldners

Wir bestätigen den Erhalt der Benachrichtigung und erklären unser Einverständnis mit den darin enthaltenen Bestimmungen

[den vollständigen Namen des Drittschuldners einfügen]

Name
Titel
Datum

SCHEDULE 5

Part 1 – Form of reassignment request

From [Assignor/Company]

To Deutsche Bank Luxembourg S A
International Loans & Agency Services
Attn Inge Palzer / Sabine Lehnert
2, Boulevard Konrad Adenauer
L-1115 Luxembourg
Luxembourg
Tel (+352) 4 21 22 - 329 / 933
Fax (+352) 4 21 22 95 771
Email inge.palzer@db.com / sabine.lehnert@db.com

Date

Request for Reassignment of Receivables under or in connection with Intercompany Loan

Dear Sirs,

Pursuant to an assignment agreement dated _____ 2015 (the "**Intercompany Loan Receivables Assignment Agreement**") we have assigned to you as Security Trustee, inter alia, all our Receivables under or in connection with [*include description, for example, "the intercompany loan agreement dated [●] between [Assignor] as lender and [Group member] as borrower"*] (the "**Relevant Receivables**")

We refer to clause 17.3 (Release of Security (*Sicherheitenfreigabe*)) of the Intercompany Loan Receivables Assignment Agreement

[**choose appropriate** The Relevant Receivables are subject to a Permitted [Disposal/Transaction]/The reassignment of the Relevant Receivables is required to implement a Permitted [Disposal/Transaction]]

We hereby ask you to reassign the Relevant Receivables to us by executing the reassignment letter attached as the Annex (*Reassignment letter*) to this request and returning this letter to us within five Business Days after the receipt of this request

Capitalised terms used herein and not otherwise defined shall have the meaning assigned to them in the Intercompany Loan Receivables Assignment Agreement.

Yours sincerely,

[Please insert name of Assignor or Company]

**Annex
Reassignment letter**

From Deutsche Bank Luxembourg S A
International Loans & Agency Services
Attn Inge Palzer / Sabine Lehnert
2, Boulevard Konrad Adenauer
L-1115 Luxembourg
Luxembourg
Tel (+352) 4 21 22 - 329 / 933
Fax (+352) 4 21 22 95 771
Email inge.palzer@db.com / sabine.lehnert@db.com

To [Assignor]

Date

Reassignment of Receivables

Dear Sirs,

We refer to the reassignment request dated [●] and hereby reassign the Relevant Receivables (as defined therein) to you

This letter is governed by the laws of the Federal Republic of Germany

Place, Date

Deutsche Bank Luxembourg S A

Part 2 - Intercompany loans and Cash-pool Related Receivables to be reassigned

1 Intercompany loan receivables to be reassigned

#	Lender	Borrower	Estimated Amount per October 2014 as described in the Structure Memorandum (for information purposes only)	Restructuring step according to Structure Memorandum	Action envisaged under Structure Memorandum
<u>1</u>	n/a	n/a	n/a	n/a	n/a

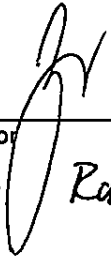
2. Cash-pool receivables to be reassigned

#	Creditor	Debtor	Estimated Amount per October 2014 as described in the Structure Memorandum (for information purposes only)	Restructuring step according to Structure Memorandum	Action envisaged under Structure Memorandum
<u>1</u>	n/a	n/a	n/a	n/a	n/a

SIGNATURE PAGE

THIS AGREEMENT has been entered into on the date stated at the beginning by

APCOA Parking Holdings GmbH as Company



Director
Name: *Ralf Bender*

APCOA Parking Holdings (UK) Limited as Assignor

Director
Name.

Director/ Company Secretary
Name.

SIGNATURE PAGE

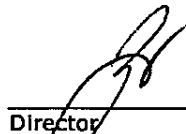
THIS AGREEMENT has been entered into on the date stated at the beginning by.

APCOA Parking Holdings GmbH as Company

Director

Name:

APCOA Parking Holdings (UK) Limited as Assignor



Director

Name: *Ralf Bender*

Director/ Company Secretary

Name.

SIGNATURE PAGE

THIS AGREEMENT has been entered into on the date stated at the beginning by

APCOA Parking Holdings GmbH as Company


Director

Name

APCOA Parking Holdings (UK) Limited as Assignor

Director

Name



~~Director~~ / Company Secretary

Name *DAVID CARRUTHERS*

APCOA Parking (UK) Limited as Assignor



Director

Name *HENK DE BRUIJN*



~~Director~~ / Company Secretary

Name: *DAVID CARRUTHERS*

Deutsche Bank Luxembourg S.A. as Security Trustee

Director

Name

Director/ Company Secretary

Name

APCOA Parking (UK) Limited as Assignor

Director

Name


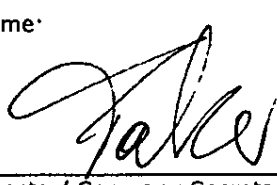
Director/ Company Secretary

Name:

Deutsche Bank Luxembourg S.A. as Security Trustee

Director

Name:



~~Director/ Company Secretary~~

Name.

PALZER

C. KOCH

Deutsche Bank Luxembourg S.A. as Agent

Director

Name:

~~Director/ Company Secretary~~

Name. C. KUCH

PALZER