

23 / 238296

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

# MR01

## Particulars of a charge



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

☒ **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 M

For further information, please  
refer to our guidance at  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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.  
It must be scanned and placed on the public record. Do not send the original.



LD6 16/12/2016 #93  
COMPANIES HOUSE

### 1 Company details

Company number 04073907

Company name in full BILFINGER EUROPA FACILITY MANAGEMENT LIMITED

3 For official use

→ 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 03/01/2016

### 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 AG, LONDON BRANCH (AS SECURITY AGENT)

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

<b>4</b>	<b>Brief description</b> 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	N/A	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
<b>5</b>	<b>Other charge or fixed security</b> 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes		
<b>7</b>	<b>Negative Pledge</b> 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>8</b>	<b>Trustee statement ①</b> 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 <input type="checkbox"/>		① This statement may be filed after the registration of the charge (use form MR06)
<b>9</b>	<b>Signature</b> Please sign the form here  Signature  X Allen & Overy LLP on behalf of the Chargee 15 December 2016 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 Tiffany Tam / Prue Criddle

Company name Allen & Overy LLP

Address One Bishops Square

Post town

County/Region London

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone +44 203 088 0000



### 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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

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

Company number: 4073907

Charge code: 0407 3907 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th November 2016 and created by BILFINGER EUROPA FACILITY MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th December 2016.

Given at Companies House, Cardiff on 21st December 2016



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

EXECUTION VERSION

## FIXED AND FLOATING SECURITY AGREEMENT

30 November 2016

Between

**TRIANGLE FM SERVICES TOPCO GMBH (TO BE RENAMED APLEONA GROUP GMBH)**  
as Parent

**BILFINGER EUROPA FACILITY MANAGEMENT LIMITED,  
GVA GRIMLEY LIMITED  
GVA GRIMLEY HOLDINGS LIMITED  
BILFINGER HSG INTERNATIONAL FACILITY MANAGEMENT GMBH**  
and  
**SECOND LONDON WALL PROJECT MANAGEMENT LIMITED**  
as Chargors

and

**DEUTSCHE BANK AG, LONDON BRANCH**  
as Security Agent

ALLEN & OVERY LLP  
ONE BISHOPS SQUARE  
LONDON E1 6AD  
www.allenoverly.com

EXCEPT FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES  
ACT 2006 I CERTIFY THAT THIS IS A CORRECT  
COPY OF THE ORIGINAL DOCUMENT

*Allen & Overy LLP*  
*15 December 2016*

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**THIS DEED** is dated 30 November 2016 and made **BETWEEN**

- (1) **TRIANGLE FM SERVICES TOPCO GMBH** (to be renamed Apleona Group GmbH on or about the date of this Deed) (registered in the commercial register of the local court of Frankfurt am Main under number HRB 104596 with its registered office at Frankfurt am Main) (the **Parent**),
- (2) **BILFINGER EUROPA FACILITY MANAGEMENT LIMITED** (registered number 04073907 with its registered office at England and Wales),
- (3) **GVA GRIMLEY LIMITED** (registered number 06382509 with its registered office at England and Wales),
- (4) **GVA GRIMLEY HOLDINGS LIMITED** (registered number 06434650 with its registered office at England and Wales),
- (5) **SECOND LONDON WALL PROJECT MANAGEMENT LIMITED** (registered number 02774669 with its registered office at England and Wales) (together with Bilfinger Europa Facility Management Limited, GVA Grimley Limited and GVA Grimley Holdings Limited, the **English Chargors**),
- (6) **BILFINGER HSG INTERNATIONAL FACILITY MANAGEMENT GMBH** (registered in the commercial register of the local court of Offenbach am Main under number HRB 43564 with its registered office at An der Gehespitz 50, 63263 Neu-Isenburg) (the **German Chargor** and together with the English Chargors, the **Chargors**), and
- (7) **DEUTSCHE BANK AG, LONDON BRANCH** as agent and trustee for the Senior Secured Parties (defined below) (the **Security Agent**)

## **BACKGROUND**

- (A) Each Chargor enters into this Deed in connection with the Intercreditor Agreement (as defined below)
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

**IT IS AGREED** as follows

## **1 INTERPRETATION**

### **1.1 Definitions**

In this Deed

**Acceleration Event** means a Senior Acceleration Event, a Senior Secured Notes Acceleration Event or a Second Lien Acceleration Event

**Account Bank** means, in relation to a Bank Account, the bank with which such Bank Account is maintained

**Act** means the Law of Property Act 1925

**Bank Accounts** of a Chargor means



- (a) all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest (including the accounts described in Part 2 of Schedule 1 (*Bank Accounts*)), and
- (b) (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts described in (a) above,

except for the Excluded Accounts

**Excluded Accounts** means all present and future bank accounts which are currently held or which will be opened in the future by, or maintained in the name of, a Chargor, that are located in England and Wales or that are governed by English law (in each case including related sub-accounts, renewals, replacements and re-designations thereof), where the relevant Chargor is able to demonstrate that all amounts credited to such accounts are held solely for the benefit of any of its customers (including for the avoidance of doubt any of its tenants and/or its customers' tenants)

**Insurances** means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Chargor in relation to the Security Assets or in which it is otherwise interested, excluding any professional indemnity, third party liability or public liability insurance

**Intellectual Property Rights** means, in relation to any Chargor

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right,
- (b) any copyright or other intellectual property monopoly right,
- (c) any interest (including by way of licence) in any of the above, or
- (d) any application for any of the above,

owned by it including, without limitation, any Intellectual Property Rights specified under its name in Part 5 of Schedule 1 (*Security Assets*)

- (i) excluding any right by way of any licence which cannot be secured under the terms of the relevant licensing agreement, and
- (ii) whether registered or not

**Intercreditor Agreement** means the intercreditor agreement dated 30 August 2016 between, among others, the Parent and the Security Agent

**Investments** means

- (a) the Shares, and
- (b) all other shares, stocks, debentures, bonds, warrants, coupons and other securities and investments,

which a Chargor purports to mortgage or charge under this Deed

**Liabilities** has the meaning given to it in the Intercreditor Agreement

**Party** means a party to this Deed

**Payment** means, in respect of any Liabilities (or any other liabilities or obligations), a payment, repayment, prepayment, redemption, repurchase, defeasance or discharge of those Liabilities (or other liabilities and obligations)

**Plant and Machinery** means in relation to any Chargor any plant, machinery, computers, office equipment or vehicles specified in Part 3 of Schedule 1 (*Security Assets*) opposite its name

**Related Rights** means, in relation to any asset

- (a) the proceeds of sale or rental of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset

**Relevant Contract** means

- (a) each document specified opposite its name in Part 4 of Schedule 1 (*Security Assets*) of this Deed,
- (b) any agreement which documents or evidences any Structural Intra-Group Loans, and
- (c) any other agreement to which a Chargor is a party and which the Security Agent and the Chargor have designated a Relevant Contract

**Secured Obligations** has the meaning given in paragraph (a) of the definition of "Secured Obligations" in clause 1.1 (*Definitions*) of the Intercreditor Agreement

**Security Assets** means

- (a) in respect of the German Chargor, the shares it holds in Bilfinger PPP Facility Management Limited as set out in Part 1 (*Shares*) of Schedule 1 (*Security Assets*), and
- (b) in respect of the English Chargors, all assets of each such English Chargor, in each case, the subject of this Security

**Security Period** means the period beginning on the date of this Deed and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full

**Senior Secured Parties** has the meaning given to it in the Intercreditor Agreement

**Shares** means all shares and Related Rights in any member of the Group the subject of this Security

**Structural Intra-Group Loans** means any loans made by the Parent to any member of the Group and any loans made by any member of the Group to the Parent

## **1.2 Construction**

- (a) Capitalised terms defined in the Intercreditor Agreement have, unless expressly defined in this Deed, the same meaning in this Deed

- (b) The provisions of clause 1.2 (*Construction*) of the Intercreditor Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Intercreditor Agreement will be construed as references to this Deed
- (c) The term **clearance system** means a person whose business is or includes the provision of clearance services or security accounts or any nominee or depository for that person (including, without limitation, CREST)
- (d) Any covenant of a Chargor under this Deed remains in force during the Security Period and is given for the benefit of each Senior Secured Party
- (e) The terms of the other Secured Debt Documents and of any side letters between any Parties in relation to any Secured Debt Document (as the case may be) are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (f) If the Security Agent considers that an amount paid to a Senior Secured Party under a Secured Debt Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- (g) Unless the context otherwise requires, a reference to a Security Asset includes
  - (i) any part of that Security Asset,
  - (ii) any proceeds of that Security Asset, and
  - (iii) any present and future assets of that type
- (h) A **Secured Debt Document** or any other agreement or instrument includes (without prejudice to any prohibition on amendments) any amendment to that Secured Debt Document or other agreement or instrument, including any change in the purpose of, any extension of or any increase in the amount of a facility or any additional facility
- (i) The term **this Security** means any Security created by this Deed

### 1.3 Third Party Rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed

### 1.4 Priority

This Deed shall be subject to the terms of the Intercreditor Agreement. In the event of any inconsistency between this Deed and the Intercreditor Agreement, the Intercreditor Agreement shall prevail

## 2. CREATION OF SECURITY

### 2.1 General

- (a) All this Security
  - (i) is created in favour of the Security Agent,

- (ii) is created over present and future Security Assets of each Chargor,
  - (iii) is security for the payment, discharge and performance of all the Secured Obligations, and
  - (iv) is made, where relevant, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If a Chargor assigns an agreement or any rights with respect to an agreement under this Deed (or charges an agreement by way of a first fixed charge) and the assignment or charge breaches a term of that agreement under a document which is secured under this Deed
- (i) the Chargor must promptly notify the Security Agent,
  - (ii) this Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself,
  - (iii) unless the Security Agent otherwise requires, the Chargor must, and each other Chargor must ensure that the Chargor will, use reasonable endeavours to obtain the consent as soon as practicable,
  - (iv) the assignment or charge will take effect once that consent is obtained, and
  - (v) the Chargor must promptly supply to the Security Agent a copy of the consent obtained by it
- (c) Notwithstanding paragraph (b) above, no Chargor shall be required to seek consent if it would or is reasonably expected to materially adversely affect the commercial reputation or interest of the relevant Chargor or its ability to conduct its operations and business in the ordinary course as otherwise permitted by the Secured Debt Documents
- (d) The Security Agent holds the benefit of this Deed on trust for the Senior Secured Parties
- (e) The fact that no or incomplete details of any Security Asset are inserted in Schedule 1 (*Security Assets*) does not affect the validity or enforceability of this Security

## 2.2 Investments

- (a) Each English Chargor charges by way of a first fixed charge
- (i) all of its rights, title and interest from time to time in and to its Shares in any member of the Group owned by it or held by any nominee on its behalf, this includes any specified in Part 1 of Schedule 1 (*Security Assets*) opposite its name, and
  - (ii) all other shares, stocks, debentures, bonds, warrants, coupons or other securities and investments (including all cash equivalents) owned by it or held by any nominee on its behalf
- (b) The German Chargor charges by way of a first fixed charge all of its rights, title and interest from time to time in and to its Shares in Bilfinger PPP Facility Management Limited as set out in Part 1 (*Shares*) of Schedule 1 (*Security Assets*)
- (c) A reference in this Deed to any share (including the Shares), stock, debenture, bond, warrant, coupon or other security or investment includes
- (i) any dividend, interest or other distribution paid or payable,

- (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,
  - (iii) any right against any clearance system, and
  - (iv) any right under any custodian or other agreement,
- in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment

### **2.3 Plant and machinery**

Each English Chargor charges by way of a first fixed charge all of its rights, title and interest from time to time in and to Plant and Machinery and all Related Rights owned by it and its interest in any Plant and Machinery in its possession

### **2.4 Bank Accounts**

Each English Chargor charges by way of a first fixed charge all of its rights, title and interest in respect of each of its Bank Accounts and all Related Rights

### **2.5 Insurances**

- (a) Each English Chargor assigns absolutely, subject to a proviso for reassignment on redemption, all amounts payable to it under or in connection with each of its material Insurances and all Related Rights in connection with those amounts
- (b) To the extent that they are not effectively assigned under paragraph (a) above, each English Chargor charges by way of first fixed charge all amounts and rights described in paragraph (a) above
- (c) A reference in this Subclause to any amounts excludes all amounts received or receivable under or in connection with any third party liability Insurance and required to settle a liability of an English Chargor to a third party

### **2.6 Other contracts**

- (a) Each English Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights, title and interest in respect of
  - (i) its Relevant Contracts and Related Rights,
  - (ii) any letter of credit issued in its favour, and
  - (iii) any bill of exchange or other negotiable instrument held by it
- (b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right
- (c) To the extent that they do not fall within any other Subclause of this Clause and are not effectively assigned under paragraph (a) or (b) above, each English Chargor charges by way of first fixed charge all of its rights under each agreement and document to which it is a party

## **2.7 Intellectual property**

Each English Chargor charges by way of a first fixed charge all of its rights, title and interest from time to time in respect of any material Intellectual Property Rights and all Related Rights, this includes any specified in Part 5 of Schedule 1 (*Security Assets*) opposite its name

## **2.8 Fixed charge over goodwill**

Each English Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any goodwill, rights and claims in relation to the uncalled capital of that Chargor

## **2.9 Miscellaneous**

Each English Chargor charges by way of a first fixed charge

- (a) any beneficial interest, claim or entitlement it has to any assets of any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and
- (e) its uncalled capital

## **2.10 Floating charge**

- (a) Each English Chargor charges by way of a first floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under this Deed
- (b) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Deed into a fixed charge as regards any of that Chargor's assets specified in that notice, if
  - (i) an Acceleration Event has occurred,
  - (ii) the Security Agent (acting in good faith) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, or
  - (iii) that Chargor fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Security Agent, is likely to result in it failing to comply with its obligations under paragraph (a) of Clause 4 (*Restrictions on Dealings*)
- (c) The floating charge created under this Deed may not be converted into a fixed charge solely by reason of
  - (i) the obtaining of a moratorium, or
  - (ii) anything done with a view to obtaining a moratorium,under section 1A to the Insolvency Act 1986

- (d) The floating charge created under this Deed will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over such Chargor's assets
  - (i) if, in respect of that Chargor, an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator, or
  - (ii) on the convening of any meeting of the members of that Chargor to consider a resolution to wind that Chargor up (or not to wind that Chargor up)
- (e) Provided that no Acceleration Event has occurred, the fixed charge created pursuant to paragraph (d) above will automatically convert back to a floating charge if
  - (i) such appointment, or such notice of an intention to appoint an administrator is dismissed as frivolous or vexatious, or
  - (ii) an order to wind up the relevant Chargor is not passed
- (f) The floating charge created under this Deed is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986
- (g) The giving by the Security Agent of a notice under paragraph (b) above in relation to any asset of a Chargor will not be construed as a waiver or abandonment of the Security Agent's rights to give any other notice in respect of any other asset or of any other right of any other Senior Secured Party under this Deed or any other Secured Debt Document

### **3. REPRESENTATIONS AND WARRANTIES – GENERAL**

#### **3.1 Times for making representations and warranties**

- (a) The representations and warranties set out in this Deed are made by each Chargor on the date of this Deed
- (b) When a representation and warranty is deemed to be repeated, it is deemed to be made by reference to the circumstances existing at the time of repetition

### **4. RESTRICTIONS ON DEALINGS**

No Chargor may

- (a) create or allow to exist any Security on any of its assets, or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets,

unless permitted under the Secured Debt Documents

### **5. INVESTMENTS**

#### **5.1 Investments**

Each Chargor represents and warrants to each Senior Secured Party that

- (a) its Investments are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar right, and
- (b) it is the sole legal and beneficial owner of its Investments

## **5.2 Deposit**

- (a) Each Chargor must promptly
  - (i) deposit with the Security Agent, or as the Security Agent may direct, any bearer instrument, share certificate or other document of title or evidence of ownership in relation to its Shares in any member of the Group which is an Obligor or a Material Subsidiary (as each such term is defined in the Senior Facilities Agreement), and
  - (ii) take any action and execute and deliver to the Security Agent any share transfer or other document which may be requested by the Security Agent in order to enable the transferee to be registered as the owner or otherwise obtain a legal title to the Shares in any such Obligors or Material Subsidiaries, this includes
    - (A) delivering executed and (unless exempt from stamp duty), pre-stamped share transfers in favour of the Security Agent or any of its nominees as transferee or, if the Security Agent so directs, with the transferee left blank, and
    - (B) procuring that those share transfers are registered by the company in which the Shares in any such Obligors or Material Subsidiaries are held and that share certificates in the name of the transferee are delivered to the Security Agent
- (b) After this Security has become enforceable in accordance with Clause 10.1 (*Timing*), if requested to do so by the Security Agent, each Chargor shall promptly
  - (i) to the extent in its possession, deposit with the Security Agent, or as the Security Agent may direct, any bearer instrument, share certificate or other document of title or evidence of ownership it has in relation to its Investments, and
  - (ii) take any action and execute and deliver to the Security Agent any share transfer or other document which may be requested by the Security Agent in order to enable the transferee to be registered as the owner or otherwise obtain a legal title to that Investment, this includes
    - (A) delivering executed and (unless exempt from stamp duty), pre-stamped share transfers in favour of the Security Agent or any of its nominees as transferee or, if the Security Agent so directs, with the transferee left blank, and
    - (B) procuring that those share transfers are registered by the company in which the Investments are held and that share certificates in the name of the transferee are delivered to the Security Agent

## **5.3 Changes to rights**

No Chargor may (except to the extent permitted or otherwise not prohibited by the Secured Debt Documents) take or allow the taking of any action on its behalf which may result in the rights attaching to any of its Investments being altered or further Shares being issued

## **5.4 Calls**

- (a) Each Chargor must pay all calls and other payments due and payable in respect of any of its Investments
- (b) If a Chargor fails to do so, the Security Agent may pay those calls or other payments on behalf of that Chargor. That Chargor must immediately on request reimburse the Security Agent for any



payment made by the Security Agent under this Subclause and, pending reimbursement, that payment will constitute part of the Secured Obligations

#### **5.5 Obligations in respect of Investments**

- (a) Each Chargor must comply with all conditions and obligations assumed by it in respect of any of its Investments except to the extent permitted by the Secured Debt Documents
- (b) No Senior Secured Party will be required in any manner to
  - (i) perform or fulfil any obligation of a Chargor,
  - (ii) make any payment,
  - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor, or
  - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount,

in respect of any Investment

#### **5.6 Voting rights**

- (a) Before this Security becomes enforceable, each Chargor may continue to exercise the voting rights, powers and other rights in respect of its Investments
- (b) Before this Security becomes enforceable, if the relevant Investments have been registered in the name of the Security Agent or its nominee, the Security Agent (or that nominee) must exercise the voting rights, powers and other rights in respect of the Investments in any manner which the relevant Chargor may direct in writing and, for these purposes, and notwithstanding any term of any other Secured Debt Document to the contrary, each other Senior Secured Party in approving the terms of and instructing the Security Agent to enter into this Deed consents to the Security Agent acting as the Chargor may so direct in such circumstances. The Security Agent (or that nominee) will execute any form of proxy or other document which the relevant Chargor may reasonably require for this purpose
- (c) Before this Security becomes enforceable, all dividends or other income or distributions paid or payable in relation to any Investments must be paid to the relevant Chargor. To achieve this
  - (i) the Security Agent or its nominee will promptly execute any dividend mandate necessary to ensure that payment is made direct to the relevant Chargor, or
  - (ii) if payment is made directly to the Security Agent (or its nominee) before this Security becomes enforceable, the Security Agent (or that nominee) will promptly pay that amount to the relevant Chargor
- (d) Before this Security becomes enforceable, the Security Agent shall use its reasonable endeavours to promptly forward to the relevant Chargor all material notices, correspondence and/or other communication it receives in relation to the Investments
- (e) After this Security has become enforceable, the Security Agent or its nominee may exercise or refrain from exercising
  - (i) any voting rights, and

- (ii) any other powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise,

in each case, in the name of the relevant Chargor, the registered holder or otherwise and without any further consent or authority on the part of the relevant Chargor and irrespective of any direction given by any Chargor

- (f) To the extent that the Investments remain registered in the names of the Chargors, each Chargor irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of those Investments at any time after this Security has become enforceable

## **5.7 Clearance systems**

- (a) After this Security has become enforceable, each Chargor must, if so requested by the Security Agent
  - (i) instruct any clearance system to transfer any Investment held by it for that Chargor or its nominee to an account of the Security Agent or its nominee with that clearance system, and
  - (ii) take whatever action the Security Agent may request for the dematerialisation or rematerialisation of any Investments held in a clearance system
- (b) Without prejudice to the rest of this Subclause the Security Agent may, at the expense of the relevant Chargor, take whatever action is required for the dematerialisation or rematerialisation of the Investments as necessary

## **5.8 Custodian arrangements**

Each Chargor must

- (a) promptly give notice of this Deed to any custodian of any Investment in any form which the Security Agent may reasonably require, and
- (b) use reasonable endeavours to ensure that the custodian acknowledges that notice in any form which the Security Agent may reasonably require within 20 Business Days of the date of service of that notice (provided that if such acknowledgment has not been obtained within the relevant 20 Business Day period then the relevant Chargor's obligation to obtain such acknowledgment shall cease on the expiry of that 20 Business Day period)

## **6 INTELLECTUAL PROPERTY**

After the occurrence of an Acceleration Event, each English Chargor must promptly, if requested to do so by the Security Agent (acting reasonably), sign or procure the signature of, and comply with all instructions of the Security Agent in respect of, any document required to make entries in any public register of Intellectual Property Rights (including the United Kingdom Trade Marks Register) which either record the existence of this Deed or the restrictions on disposal imposed by this Deed

## **7. ACCOUNTS**

### **7.1 Change of Account Bank**

- (a) If there is a change of Account Bank, the net amount (if any) standing to the credit of the Bank Accounts maintained with the old Account Bank will be transferred to the corresponding Bank Accounts maintained with the new Account Bank immediately upon the appointment taking effect

and each English Chargor hereby irrevocably gives all authorisations and instructions necessary for any such transfer to be made

(b) Each English Chargor

- (i) must take any action which the Security Agent may reasonably require to facilitate a change of Account Bank and any transfer of credit balances (including the execution of bank mandate forms), and
- (ii) irrevocably appoints the Security Agent as its attorney to take any such action after the occurrence of an Acceleration Event or if that Chargor should fail to do so within 10 Business Days of being notified of that failure by the Security Agent

**7.2 Withdrawals**

(a) No English Chargor shall make any withdrawal from any Bank Account except

- (i) prior to the occurrence of an Acceleration Event, in the ordinary course of trade from any operating or current Bank Account, or
- (ii) after the occurrence of an Acceleration Event, with the prior consent of the Security Agent

(b) If an amount is withdrawn from a Bank Account as permitted by this Clause 7.2, that amount shall be automatically released from the fixed charge on that Bank Account on that withdrawal being made. However, if all or part of that amount is paid into another Bank Account which is in credit or becomes in credit as a result, it shall automatically become subject to the fixed charge on that Bank Account

**7.3 Notices of charge**

Each English Chargor shall within 10 Business Days of the date of this Deed notify the bank or financial institution at which its Bank Accounts are held of the Charges in Clause 2.4 (*Bank Accounts*) substantially in the form set out in Schedule 2 (*Form of Notice/Acknowledgement of Charge of Bank Account*) (or such other form as may be agreed between the English Chargors and the Security Agent (acting reasonably)) and shall for a period of not longer than 20 Business Days from the date of such notice use its reasonable endeavours to procure that each recipient of any such notice signs and returns as soon as reasonably practicable an acknowledgment of receipt of such notice substantially in the form set out in Schedule 2 (*Form of Notice/Acknowledgement of Charge of Bank Account*)

**8 RELEVANT CONTRACTS**

**8.1 Rights**

- (a) Subject to the rights of the Security Agent under paragraph (b) below, each English Chargor must (in accordance with, or as required by, the terms of the Secured Debt Documents) diligently pursue its rights under each of its Relevant Contracts, but only if and to the extent that the exercise of those rights in the manner proposed would not result in a Default under the terms of the Secured Debt Documents
- (b) After this Security has become enforceable, the Security Agent may exercise (without any further consent or authority on the part of the relevant Chargor and irrespective of any direction given by the Chargor) any of that Chargor's rights under its Relevant Contracts

## **8.2 Notice**

After the occurrence of an Acceleration Event, the Parent on behalf of each English Chargor must

- (a) immediately give notice of this Deed to each of the other parties to each of the Relevant Contracts by sending a notice substantially in the form of Part 1 of Schedule 4 (*Form of Letter for Relevant Contracts*), and
- (b) use its reasonable endeavours to procure that each such other party delivers a letter of undertaking to the Security Agent substantially in the form of Part 2 of Schedule 4 (*Form of Letter for Relevant Contracts*)

## **9. INSURANCES**

### **9.1 Rights**

- (a) Subject to the rights of the Security Agent under paragraph (b) below, each English Chargor must (in accordance with, or as required by, the terms of the Secured Debt Documents) diligently pursue its rights under each of its Insurances, but only if and to the extent that the exercise of those rights in the manner proposed would not result in a Default under the terms of the Secured Debt Documents
- (b) After this Security has become enforceable
  - (i) the Security Agent may exercise (without any further consent or authority on the part of any Chargor and irrespective of any direction given by any Chargor) any of the rights of any Chargor in connection with any amounts payable to it under any of its Insurances,
  - (ii) each English Chargor must take such steps (at its own cost) as the Security Agent may require to enforce those rights, this includes initiating and pursuing legal or arbitration proceedings in the name of that Chargor, and
  - (iii) each English Chargor must hold any payment received by it under any of its Insurances on trust for the Security Agent

### **9.2 Notice**

After the occurrence of an Acceleration Event, the Parent on behalf of each English Chargor must

- (a) immediately give notice of this Deed to each of the other parties to each of the Insurances by sending a notice substantially in the form of Part 1 of Schedule 3 (*Insurances*), and
- (b) use its reasonable endeavours to procure that each such other party delivers a letter of undertaking to the Security Agent substantially in the form of Part 2 of Schedule 3 (*Insurances*)

## **10. WHEN SECURITY BECOMES ENFORCEABLE**

### **10.1 Timing**

This Security will become immediately enforceable if an Acceleration Event occurs

### **10.2 Enforcement**

After this Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Majority Lenders direct

## **11. ENFORCEMENT OF SECURITY**

### **11.1 General**

- (a) The power of sale and any other power conferred on a mortgagee by law (including under section 101 of the Act) as varied or amended by this Deed will be immediately exercisable at any time after this Security has become enforceable
- (b) For the purposes of all powers implied by law, the Secured Obligations are deemed to have become due and payable on the date of this Deed
- (c) Any restriction imposed by law on the power of sale (including under section 103 of the Act) or the right of a mortgagee to consolidate mortgages (including under section 93 of the Act) does not apply to this Security
- (d) Any powers of leasing conferred on the Security Agent by law are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any restrictions conferred by law (including under section 99 or 100 of the Act)

### **11.2 No liability as mortgagee in possession**

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset

- (a) to account as mortgagee in possession or for any loss on realisation, or
- (b) for any default or omission for which a mortgagee in possession might be liable

### **11.3 Privileges**

Each Receiver and the Security Agent is entitled to all the rights, powers, privileges and immunities conferred by law (including the Act) on mortgagees and receivers duly appointed under any law (including the Act)

### **11.4 Protection of third parties**

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents will be concerned to enquire

- (a) whether the Secured Obligations have become payable,
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised,
- (c) whether any money remains due under the Secured Debt Documents, or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied

### **11.5 Redemption of prior mortgages**

- (a) At any time after this Security has become enforceable, the Security Agent may
  - (i) redeem any prior Security against any Security Asset, and/or
  - (ii) procure the transfer of that Security to itself, and/or

- (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer, any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor
- (b) Each Chargor must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest

#### 11.6 Contingencies

If this Security is enforced at a time when no amount is due under the Secured Debt Documents but at a time when amounts may or will become due, the Security Agent (or the Receiver) may pay the proceeds of any recoveries effected by it into such number of suspense accounts as it considers appropriate

### 12. MAINTENANCE OF LIABLE CAPITAL

- (a) If and as long as a Chargor is incorporated in Germany in the legal form of a limited liability company (*GmbH*) or a limited partnership with a limited liability company as general partner (*GmbH & Co KG*) (the **German Chargor**), the following paragraphs shall apply
- (b) The Security Agent shall be entitled to enforce the Security created under this Deed and to apply any amounts realised by way of enforcement of the Security created under this Deed (the **Enforcement Proceeds**) towards the discharge of the Secured Obligations in each case without limitation in an aggregate amount equal to
  - (i) all and any amounts which are owed under the Secured Debt Documents by the German Chargor itself or by any of its Subsidiaries (and, in the case of a *GmbH & Co KG*, amounts owed by its general partner or any of its Subsidiaries), and
  - (ii) all and any amounts which correspond to
    - (A) funds that have been borrowed under the Secured Debt Documents and on-lent to the German Chargor or any of its Subsidiaries (or, in the case of a *GmbH & Co KG*, to the German Chargor, its general partner or any of its Subsidiaries), or
    - (B) letters of credit or bonding facility guarantees issued under a Senior Facilities Agreement or documentary credits issued under any Ancillary Facility for the benefit of any creditor of the German Chargor or its Subsidiaries (or, in the case of a *GmbH & Co KG*, for the benefit of the German Chargor, for the benefit of its general partner or any of its Subsidiaries or any of their creditors),

and in each case not repaid and outstanding from time to time (in aggregate, the **Unlimited Enforcement Amount**), provided that, if paragraph (b)(ii) applies, and the relevant primary Debtor has a due and payable claim for repayment of such on-lent amounts or for payment of a counter-indemnity in respect of such letters of credit or bank guarantees, the Security Agent waives with binding effect any restrictions in respect of the German Chargor's recourse claim (if any) arising as a result of the enforcement of the Security created under this Deed and the application of the Enforcement Proceeds towards the discharge of the Secured Obligations so that it shall be permitted for the German Chargor to (1) set off its recourse claim (if any) against the loan obligation in respect of the amounts on-lent to it or (2) otherwise use its recourse claim (if any) to settle or discharge the relevant loan obligation

- (c) The Security Agent will in any event be entitled to enforce the Security created under this Deed in its entirety but shall, if and to the extent the Enforcement Proceeds exceed the Unlimited Enforcement Amount, not be entitled to (*gebühren* within the meaning of sentence 1 of section 1247 of the German Civil Code) subject to paragraph (h) below (if applicable) the Enforcement Proceeds in the excess of the Unlimited Enforcement Amount if and to the extent that
- (i) the Security created under this Deed secures the obligations of a Debtor which is a shareholder of the German Chargor (and/or, in the case of a GmbH & Co KG, of its general partner) or an affiliated company (*verbundenes Unternehmen*) of such shareholder within the meaning of section 16, 17 or 18 of the German Stock Corporation Act (*Aktiengesetz (AktG)*) (other than the German Chargor and its Subsidiaries and, in the case of a GmbH & Co KG, the general partner and its Subsidiaries), and
  - (ii) the application of the Enforcement Proceeds towards the discharge of the Secured Obligations would otherwise have the effect of reducing the German Chargor's (or, in the case of a GmbH & Co KG, its general partner's) net assets (*Reinvermögen*) (the **Net Assets**) to an amount that is lower than the amount of its registered capital (*Stammkapital*) or, if the amount of the Net Assets is already lower than the amount of its registered capital, cause the Net Assets to be further reduced and provided that the amount of the registered capital to be taken into consideration shall be the amount registered in the commercial register at the date hereof, and any increase registered after the date hereof shall only be taken into account if such increase has been effected with the prior written consent of the Senior Agent
- (d) The Net Assets shall be calculated as an amount equal to the sum of the amounts of the German Chargor's (or, in the case of a GmbH & Co KG, its general partner's) assets (consisting of all assets which correspond to the items set forth in section 266 paragraph (2) A, B, C, D and E of the German Commercial Code (*Handelsgesetzbuch (HGB)*) but deducting amounts not available for distribution pursuant section 268(8) HGB) less the aggregate amount of the German Chargor's (or, in the case of a GmbH & Co KG, its general partner's) liabilities (consisting of all liabilities and liability reserves (*Rückstellungen*) which correspond to the items set forth in section 266 paragraph (3) B, C (but disregarding, for the avoidance of doubt, any liability reserves in respect of any guarantee issued by the German Chargor in connection with any Secured Debt Document (other than a Senior Facilities Agreement) or for any other Liabilities subordinated pursuant to the terms of the Intercreditor Agreement), D and E HGB), save that
- (i) any debt owing by the German Chargor (and, in the case of a GmbH & Co KG, any debt owing by its general partner) to any member of the Group or any other Affiliate shall not be taken into account as liability to the extent such debt would in an insolvency be subordinated by law or by contract at least to the claims of the unsubordinated creditors of the German Chargor (or as the case may be, its general partner) (unless a waiver of such debt would result in a violation by the relevant creditor of applicable mandatory law (including section 30 GmbHG) or the Intercreditor Agreement or any other Senior Secured Finance Document), and
  - (ii) obligations under loans or other contractual liabilities incurred by the German Chargor (and, in the case of a GmbH & Co KG, liabilities incurred by its general partner) in violation of the provisions of the Senior Secured Finance Documents shall not be taken into account as liabilities
- (e) The Net Assets shall be determined in accordance with the generally accepted accounting principles applicable from time to time in Germany (*Grundsätze ordnungsmaßiger Buchführung*) and be based on the same principles that were applied by the German Chargor (or, in the case of a GmbH & Co KG, its general partner) in the preparation of its most recent annual balance sheet (*Jahresbilanz*)

- (f) If the German Chargor intends to demonstrate that the application of the Enforcement Proceeds towards the discharge of the Secured Obligations in an amount exceeding the Unlimited Enforcement Amount would have the effect referred to in paragraph (c)(ii) of this Clause 12, then such German Chargor (or, in the case of a GmbH & Co KG, its general partner) shall realise, at the request of the Security Agent, at market value any of its assets that is shown in its balance sheet with a book value (*Buchwert*) that is significantly lower than the market value, if such asset is not necessary for its business (*nicht betriebsnotwendig*) and to the extent necessary to satisfy the amounts secured by the Security created under this Deed
- (g) The limitations set out in paragraph (c) of this Clause 12 shall only apply if, within 15 (fifteen) Business Days after the Security Agent notified the German Chargor of its intention to enforce the Security created under this Deed, the managing director(s) (*Geschäftsführer*) of the German Chargor (or, in the case of a GmbH & Co KG, its general partner) confirm to the Security Agent in writing on behalf of the German Chargor (and, in the case of a GmbH & Co KG, its general partner) if and to what extent application of the Enforcement Proceeds towards the discharge of the Secured Obligations in excess of the Unlimited Enforcement Amount would have the effects referred to in paragraph (c)(ii) of this Clause 12, and such confirmation (the **Management Confirmation**) is supported by evidence reasonably satisfactory to the Security Agent. The Security Agent is entitled to apply the Enforcement Proceeds towards the discharge of the Secured Obligations immediately up to such amount exceeding the Unlimited Enforcement Amount which according to the Management Confirmation can be enforced without causing the effects referred to in paragraph (c)(ii) of this Clause 12
- (h) If the Senior Agent disagrees with the Management Confirmation, it may within 25 (twenty-five) Business Days of its receipt request the German Chargor to appoint at its own cost and expense a firm of auditors of international standing and reputation to determine the amount (if any) of the Enforcement Proceeds exceeding the Unlimited Enforcement Amount which may be applied towards the discharge of the Secured Obligations in accordance with paragraph (c) of this Clause 12 (the **Auditor's Determination**). The Auditor's Determination shall include an up-to-date balance sheet of the German Chargor (and, in the case of a GmbH & Co KG, its general partner), which shall be prepared in accordance with the principles set out in paragraph (d) of this Clause 12 and shall contain further information (in reasonable detail) relating to the items to be adjusted pursuant thereto. If the German Chargor fails to deliver such Auditor's Determination within 25 (twenty-five) Business Days from the date of the Security Agent's request, the Security Agent is entitled to apply the Enforcement Proceeds towards the discharge of the Secured Obligations irrespective of the limitations set out in paragraph (c) of this Clause 12

If and to the extent the Net Assets available for application of the Enforcement Proceeds towards the discharge of the Secured Obligations as determined by the Auditor's Determination are lower than the amount applied in accordance with the Management Determination, the Security Agent shall without undue delay repay to the relevant German Chargor upon written demand of such German Chargor the amount equal to the difference between the amount applied and the amount that can be applied pursuant to the Auditor's Determination, provided that such demand for repayment is made to the Security Agent within 3 (three) months from the date the Security created under this Deed is enforced

- (i) If the Security Agent disagrees with the Auditor's Determination, it shall be entitled to apply the Enforcement Proceeds towards the discharge of the Secured Obligations up to the amount, which on the basis of the Auditor's Determination can be applied in compliance with the limitations set out in paragraph (c) of this Clause 12. In relation to any additional amounts secured by the Security created under this Deed, the Security Agent shall be entitled to further pursue its claims (if any) in court and the German Chargor shall be entitled to prove in such proceedings that such amounts are necessary to maintain its (or, in the case of a GmbH & Co KG, its general partner's) registered capital (calculated as of the date the Security created under this Deed is enforced)



- (j) The limitation in this Clause 12 shall not apply
- (i) if and for as long as a domination and/or a profit and loss transfer agreement in accordance with section 291 of the AktG between the German Chargor (or in case of a GmbH & Co KG, its general partner) and the relevant primary Debtor (either directly or through a chain of domination and/or profit and loss pooling agreements) is in existence at the time of any enforcement of the Security created under this Deed other than to the extent the existence of such domination and/or profit and loss transfer agreement does not result in the restrictions imposed by section 30 paragraph 1 sentence 1 of the German Limited Liability Companies Act ceasing to apply,
  - (ii) if a domination and/or profit and loss pooling agreement between the German Chargor (or in case of a GmbH & Co KG, its general partner) and the relevant primary Debtor (either directly or indirectly through a chain of domination and or loss pooling agreements) has been terminated without the prior written consent of the Senior Agent (except where such termination was legally required in order to protect the management of the German Chargor from personal liability or where the existence of such domination and/or profit and loss transfer agreement would not have resulted in the restrictions imposed by section 30 paragraph 1 sentence 1 of the German Limited Liability Companies Act ceasing to apply),
  - (iii) if and to the extent the German Chargor (or in case of a GmbH & Co KG, its general partner) holds on the date of enforcement of the Security created under this Deed a fully recoverable indemnity or claim for refund (*vollwertiger Gegenleistungs- oder Rückgewähranspruch*) against its shareholder, or
  - (iv) if and to the extent that such limitation is not necessary for the purpose of protecting the relevant German Chargor's (or in case of a GmbH & Co KG its general partner's) managing directors from the risk of personal liability pursuant to sections 43, 30 GmbH
- (k) No reduction of the amount of the Enforcement Proceeds that can be applied towards the discharge of the Secured Obligations pursuant to this Clause 12 will prejudice the right of the Security Agent to continue to apply the Enforcement Proceeds towards the discharge of the Secured Obligations (subject always to the operation of the limitations set out above at the time of such enforcement) until full satisfaction of the claims secured by the Security created under this Deed

### **13. RECEIVER**

#### **13.1 Appointment of Receiver**

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if
  - (i) this Security has become enforceable, or
  - (ii) a Chargor so requests the Security Agent in writing at any time
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A to the Insolvency Act 1986

- (e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies

### **13.2 Removal**

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

### **13.3 Remuneration**

The Security Agent may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under section 109(6) of the Act) will not apply

### **13.4 Agent of each Chargor**

- (a) A Receiver will be deemed to be the agent of the relevant Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The relevant Chargor is solely responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver
- (b) No Senior Secured Party will incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

### **13.5 Relationship with Security Agent**

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver

## **14. POWERS OF RECEIVER**

### **14.1 General**

- (a) A Receiver has all the rights, powers and discretions set out below in this Clause 14 in addition to those conferred on it by any law. This includes
  - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986, and
  - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver

### **14.2 Possession**

A Receiver may take immediate possession of, get in and collect any Security Asset

#### **14.3 Carry on business**

A Receiver may carry on any business of any Chargor in any manner he thinks fit

#### **14.4 Employees**

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit
- (b) A Receiver may discharge any person appointed by any Chargor

#### **14.5 Borrow money**

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit

#### **14.6 Sale of assets**

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit

#### **14.7 Leases**

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender)

#### **14.8 Compromise**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Security Asset

#### **14.9 Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit

#### **14.10 Receipts**

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset

#### **14.11 Subsidiaries**

A Receiver may form a Subsidiary of any Chargor and transfer to that Subsidiary any Security Asset

#### **14.12 Delegation**

A Receiver may delegate his powers in accordance with this Deed

#### **14.13 Lending**

A Receiver may lend money or advance credit to any customer of any Chargor

#### **14.14 Protection of assets**

A Receiver may

- (a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset,
- (b) commence and/or complete any building operation, and
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he thinks fit

#### **14.15 Other powers**

A Receiver may

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or by law,
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset, and
- (c) use the name of any Chargor for any of the above purposes

### **15. APPLICATION OF PROCEEDS**

Unless otherwise determined by the Security Agent or a Receiver, any moneys received by the Security Agent or that Receiver after this Security has become enforceable must be applied by the Security Agent in the order of priority set out in clause 17 (*Application of Proceeds*) of the Intercreditor Agreement

This Clause is subject to the payment of any claims having priority over this Security This Clause does not prejudice the right of any Senior Secured Party to recover any shortfall from any Chargor

### **16. DELEGATION**

#### **16.1 Power of Attorney**

The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed

#### **16.2 Terms**

Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Agent or any Receiver may think fit

### **16.3 Liability**

Neither the Security Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate unless caused by its gross negligence or wilful misconduct

### **17. FURTHER ASSURANCES**

Each Chargor shall promptly, at its own expense, take whatever action the Security Agent or a Receiver may require for

- (a) creating, perfecting or protecting any security intended to be created by or pursuant to this Deed,
- (b) facilitating the realisation of any Security Asset,
- (c) facilitating the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset, or
- (d) creating and perfecting security in favour of the Security Agent (equivalent to the security intended to be created by this Deed) over any assets of any Chargor located in any jurisdiction outside England and Wales

This includes

- (i) the re-execution of this Deed,
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient

### **18. POWER OF ATTORNEY**

Each Chargor and the Parent, by way of security, irrevocably and severally appoint the Security Agent, each Receiver and each of their respective delegates and sub-delegates to be its attorney to

- (a) take any action which that Chargor and/or the Parent is obliged to take under this Deed which
  - (i) prior to the occurrence of an Acceleration Event, that Chargor and/or the Parent has failed to take following receipt of a notice from the Security Agent, and
  - (ii) on or after the occurrence of an Acceleration Event, that Chargor and/or the Parent has failed to take, and
- (b) (after the occurrence of an Acceleration Event) to take any action which the Security Agent thinks fit in connection with the exercise of its rights, powers or discretions under this Deed

Each Chargor and the Parent ratify and confirm whatever any attorney does or purports to do under its appointment under this Clause

For this purpose each Chargor and the Parent release the Security Agent to the fullest extent possible from the restrictions of Section 181 of the German Civil Code (*Bürgerliches Gesetzbuch*)

## **19. PRESERVATION OF SECURITY**

### **19.1 Continuing security**

This Security is a continuing security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part

### **19.2 Reinstatement**

If any payment by a Debtor or any discharge given by a Senior Secured Party (whether in respect of the obligations of any Debtor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event

- (a) the liability of each Debtor will continue as if the payment, discharge, avoidance or reduction had not occurred, and
- (b) each Senior Secured Party will be entitled to recover the value or amount of that security or payment from each Debtor, as if the payment, discharge, avoidance or reduction had not occurred

### **19.3 Waiver of defences**

The obligations of each Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (whether or not known to it or any Senior Secured Party) This includes

- (a) any time or waiver granted to, or composition with, any person,
- (b) any release of any person under the terms of any composition or arrangement,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person,
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security,
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person,
- (f) any amendment of a Secured Debt Document or any other document or security,
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under a Secured Debt Document or any other document or security or the failure by any member of the Group to enter into or be bound by any Secured Debt Document, or
- (h) any insolvency or similar proceedings

### **19.4 Immediate recourse**

- (a) Each Chargor waives any right it may have of first requiring any Senior Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up or

liquidation proceedings relative to any other Debtor or any other person before claiming from that Chargor under this Deed

- (b) This waiver applies irrespective of any law or any provision of a Secured Debt Document to the contrary

#### **19.5 Appropriations**

Until all amounts which may be or become payable by the Debtors under or in connection with the Secured Debt Documents have been irrevocably paid in full, each Senior Secured Party (or any trustee or agent on its behalf) may without affecting the liability of any Chargor under this Deed

- (a)
  - (i) refrain from applying or enforcing any other moneys, security or rights held or received by that Senior Secured Party (or any trustee or agent on its behalf) against those amounts, or
  - (ii) apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise), and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of that Chargor's liability under this Deed

#### **19.6 Non-competition**

Unless

- (a) all amounts which may be or become payable by the Debtors under or in connection with the Secured Debt Documents have been irrevocably paid in full, or
- (b) the Security Agent otherwise directs,

no Chargor will, after a claim has been made or by virtue of any payment or performance by it under this Deed

- (i) be subrogated to any rights, security or moneys held, received or receivable by any Senior Secured Party (or any trustee or agent on its behalf),
- (ii) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of that Chargor's liability under this Clause,
- (iii) claim, rank, prove or vote as a creditor of any Debtor or its estate in competition with any Senior Secured Party (or any trustee or agent on its behalf), or
- (iv) receive, claim or have the benefit of any payment, distribution or security from or on account of any Debtor, or exercise any right of set-off as against any Debtor

Each Chargor must hold in trust for and must immediately pay or transfer to the Security Agent for the Senior Secured Parties any payment or distribution or benefit of security received by it contrary to this Clause or in accordance with any directions given by the Security Agent under this Clause

#### **19.7 Release of Chargors' right of contribution**

If any Chargor ceases to be a Chargor in accordance with the terms of the Secured Debt Documents for the purpose of any sale or other disposal of that Chargor

- (a) that Chargor will be released by each other Chargor from any liability whatsoever to make a contribution to any other Chargor arising by reason of the performance by any other Chargor of its obligations under the Secured Debt Documents, and
- (b) each other Chargor will waive any rights it may have by reason of the performance of its obligations under the Secured Debt Documents to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of any Senior Secured Party under any Secured Debt Document or of any other security taken under, or in connection with, any Secured Debt Document where the rights or security are granted by or in relation to the aspects of the retiring Chargor

#### **19.8 Additional security**

- (a) This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by any Senior Secured Party
- (b) No prior security held by any Senior Secured Party (in its capacity as such or otherwise) over any Security Asset will merge into this Security

#### **19.9 Security held by Chargor**

No Chargor may, without the prior consent of the Security Agent, hold any security from any other Debtor in respect of that Chargor's liability under this Deed. Each Chargor will hold any security held by it in breach of this provision on trust for the Security Agent.

### **20 MISCELLANEOUS**

#### **20.1 Covenant to pay**

Each Chargor must pay or discharge the Secured Obligations in the manner provided for in the Secured Debt Documents.

#### **20.2 Transaction expenses**

Each Chargor shall, promptly on demand on or after the date of this Deed, pay the Security Agent the amount of all costs and expenses (including legal fees) reasonably incurred by any of them (and, in the case of the Security Agent, by any Receiver or Delegate) in connection with the negotiation, preparation, printing, execution, syndication and perfection of this Deed and any other documents referred to in this Deed.

#### **20.3 Enforcement and preservation costs**

Each Chargor shall, within seven Business Days of demand, pay to each Senior Secured Party the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under this Deed and the Transaction Security and any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Transaction Security or enforcing these rights.

#### **20.4 Tacking**

Each Lender must perform its obligations under the Secured Debt Documents (including any obligation to make available further advances).



## **20.5 New Accounts**

- (a) If any subsequent charge or other interest affects any Security Asset, any Senior Secured Party may open a new account with any Chargor
- (b) If a Senior Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest
- (c) As from that time all payments made to that Senior Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Obligation

## **20.6 Time deposits**

Without prejudice to any right of set-off any Senior Secured Party may have under any Secured Debt Document or otherwise, if any time deposit matures on any account a Chargor has with any Senior Secured Party within the Security Period when

- (a) this Security has become enforceable, and
- (b) no Secured Obligation is due and payable,

that time deposit will automatically be renewed for any further maturity which that Senior Secured Party in its absolute discretion considers appropriate unless that Senior Secured Party otherwise agrees in writing

## **20.7 Notice of assignment**

This Deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any other member of the Group and contained in any other Transaction Security Document

## **20.8 Financial collateral**

- (a) To the extent that the assets mortgaged or charged under this Deed constitute "financial collateral" and this Deed and the obligations of the Chargors under this Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226)) the Security Agent shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations
- (b) For the purpose of paragraph (a) above, the value of the financial collateral appropriated shall be determined by reference to the amount that could reasonably be expected to have been obtained as a result of a sale of such financial collateral at a fair market price having regard to the then prevailing market conditions, assuming a reasonably prompt and expeditious sale and taking into account all circumstances which would be relevant in the context of such a sale

## **21. RELEASE**

At the end of the Security Period, the Security Agent must, at the request and cost of the Parent, take whatever action is reasonably necessary to release the Security Assets from this Security

**22. COUNTERPARTS**

This Deed may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument

**23. GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

**24. ENFORCEMENT**

**24.1 Jurisdiction of English courts**

- (a) The courts of England have exclusive jurisdiction to settle any dispute including a dispute relating to non-contractual obligations arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a **Dispute**)
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary
- (c) This Subclause is for the benefit of the Senior Secured Parties only. As a result, no Senior Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Senior Secured Parties may take concurrent proceedings in any number of jurisdictions

**THIS DEED** has been executed and delivered as a deed on the date stated at the beginning of this Deed

**SCHEDULE 1**  
**SECURITY ASSETS**

**PART 1**

**SHARES**

<b>Chargor</b>	<b>Name of company in which shares are held</b>	<b>Name of nominee (if any) by whom shares are held</b>	<b>Class of shares held</b>	<b>Number of shares held</b>
Bilfinger Europa Facility Management Limited	N/A	N/A	N/A	N/A
GVA Grimley Limited	Second London Wall Project Management Limited	N/A	Ordinary shares of £1	90 Ordinary shares
GVA Grimley Holdings Limited	GVA Grimley Limited	N/A	Ordinary shares of £1	854516 Ordinary shares
Second London Wall Project Management Limited	N/A	N/A	N/A	N/A
Bilfinger HSG International Facility Management GmbH	Bilfinger PPP Facility Management Limited	N/A	Ordinary shares of £1	10,000 Ordinary shares

**PART 2**  
**BANK ACCOUNTS**

**Bank Accounts of Bilfinger Europa Facility Management Limited**

Bank Deutsche Bank AG

Bank Code 40 50 81

Account number [REDACTED UNDER  
S859G OF THE COMPANIES ACT 2006] 50 00

IBAN [REDACTED UNDER S859G OF  
THE COMPANIES ACT 2006]

Swift/BIC [REDACTED UNDER S859G OF  
THE COMPANIES ACT 2006]

Bank HSBC Bank PLC

Bank Code 40 05 15

Account number [REDACTED UNDER  
S859G OF THE COMPANIES ACT 2006] 23 29

IBAN [REDACTED UNDER S859G OF  
THE COMPANIES ACT 2006]

Swift/BIC [REDACTED UNDER S859G OF  
THE COMPANIES ACT 2006]

Bank HSBC Bank PLC

Bank Code 40 20 80

Account number [REDACTED UNDER  
S859G OF THE COMPANIES ACT 2006] 67 08

IBAN [REDACTED UNDER S859G OF  
THE COMPANIES ACT 2006]

Swift/BIC [REDACTED UNDER S859G OF  
THE COMPANIES ACT 2006]

Bank HSBC Bank PLC

Bank Code 40 20 80

Account number [REDACTED UNDER  
S859G OF THE COMPANIES ACT 2006] 67 24

IBAN [REDACTED UNDER S859G OF  
THE COMPANIES ACT 2006]

Swift/BIC [REDACTED UNDER S859G OF  
THE COMPANIES ACT 2006]

Bank HSBC Bank PLC

Bank Code 40 20 80

Account number [REDACTED UNDER  
S859G OF THE COMPANIES ACT 2006] 66 94

IBAN [REDACTED UNDER S859G OF  
THE COMPANIES ACT 2006]

Swift/BIC [REDACTED UNDER S859G OF  
THE COMPANIES ACT 2006]

Bank HSBC Bank PLC

Bank Code 40 20 80

Account number [REDACTED UNDER  
S859G OF THE COMPANIES ACT 2006] 67 16

IBAN [REDACTED UNDER S859G OF  
THE COMPANIES ACT 2006]

Swift/BIC [REDACTED UNDER S859G OF  
THE COMPANIES ACT 2006]

Bank HSBC Bank PLC

Bank Code 40 20 80

Account number [REDACTED UNDER  
S859G OF THE COMPANIES ACT 2006] 11 67

IBAN [REDACTED UNDER S859G OF  
THE COMPANIES ACT 2006]

Swift/BIC [REDACTED UNDER S859G OF  
THE COMPANIES ACT 2006]

Bank HSBC Bank PLC

Bank Code 40 20 80

Account number [REDACTED UNDER  
S859G OF THE COMPANIES ACT 2006] 67 32

IBAN [REDACTED UNDER S859G OF  
THE COMPANIES ACT 2006]

Swift/BIC [REDACTED UNDER S859G OF  
THE COMPANIES ACT 2006]

Bank HSBC Bank PLC

Bank Code 40 20 80

Account number [REDACTED UNDER  
S859G OF THE COMPANIES ACT 2006] 67 59

IBAN [REDACTED UNDER S859G OF  
THE COMPANIES ACT 2006]

Swift/BIC [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Bank HSBC Bank PLC

Bank Code 40 20 80

Account number [REDACTED UNDER S859G OF THE COMPANIES ACT 2006] 67 40

IBAN [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Swift/BIC [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Bank HSBC Bank PLC

Bank Code 40 05 15

Account number [REDACTED UNDER S859G OF THE COMPANIES ACT 2006] 62 35

IBAN [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Swift/BIC [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Bank HSBC Bank PLC

Bank Code 40 01 06

Account number [REDACTED UNDER S859G OF THE COMPANIES ACT 2006] 02 62

IBAN [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Swift/BIC [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

#### Bank Accounts of GVA Grimley Limited

Bank Deutsche Bank AG

Bank Code 23 10 48

Account number [REDACTED UNDER S859G OF THE COMPANIES ACT 2006] 56 00

IBAN [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Swift/BIC [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Bank Natwest Bank Plc

Bank Code 60 72 01  
Account number [REDACTED UNDER S859G OF THE COMPANIES ACT 2006] 17 13  
IBAN [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]  
Swift/BIC [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Bank Natwest Bank Plc  
Bank Code 60 02 35  
Account number [REDACTED UNDER S859G OF THE COMPANIES ACT 2006] 72 26  
IBAN [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]  
Swift/BIC [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Bank Natwest Bank Plc  
Bank Code 60 02 35  
Account number [REDACTED UNDER S859G OF THE COMPANIES ACT 2006] 76 40  
IBAN [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]  
Swift/BIC [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Bank Natwest Bank Plc  
Bank Code 60 02 35  
Account number [REDACTED UNDER S859G OF THE COMPANIES ACT 2006] 30 46  
IBAN [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]  
Swift/BIC [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Bank Natwest Bank Plc  
Bank Code 60 02 35  
Account number [REDACTED UNDER S859G OF THE COMPANIES ACT 2006] 30 54  
IBAN [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]  
Swift/BIC [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

### Bank Accounts of GVA Grimley Holdings Limited

Bank Natwest Bank Plc

Bank Code 60 02 35

Account number [REDACTED UNDER S859G OF THE COMPANIES ACT 2006] 72 60

IBAN [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Swift/BIC [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

### Bank Accounts of Second London Wall Project Management Limited

Bank Deutsche Bank AG

Bank Code 23 10 48

Account number [REDACTED UNDER S859G OF THE COMPANIES ACT 2006] 65 00

IBAN [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Swift/BIC [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Bank Natwest Bank Plc

Bank Code 60 02 35

Account number [REDACTED UNDER S859G OF THE COMPANIES ACT 2006] 71 60

IBAN [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Swift/BIC [REDACTED UNDER S859G OF THE COMPANIES ACT 2006]



**PART 3**

**SPECIFIC PLANT AND MACHINERY**

<b>Chargor</b>	<b>Description</b>
None	N/A

## **PART 4**

### **RELEVANT CONTRACTS**

<b>Chargor</b>	<b>Description</b>
Bilfinger Europa Facility Management Limited	Contract commencing April 2014 with Eisai Europa Limited for the provision of facility management services
	Contract commencing October 2015 with Lend Lease Europe GP Limited for the provision of facility management services
	Contract commencing January 2010 with Surrey County Council for the provision of mobile technical services
GVA Grimley Limited	Contract with the Secretary of State for Justice dated 18 May 2011 for the provision of estates management and surveying services

**PART 5**

**SPECIFIC INTELLECTUAL PROPERTY RIGHTS**

<b>Chargor</b>	<b>Description</b>
None	N/A

## SCHEDULE 2

### FORM OF NOTICE/ACKNOWLEDGEMENT OF CHARGE OF BANK ACCOUNT

To [Institution where Bank Account is held]

[Address]

[Date]

Dear Sirs

Deutsche Bank AG, London Branch (the **Security Agent**) and [●] (the **Chargor**) give notice that, by a charge contained in a Fixed and Floating Security Agreement dated [●] 2016 between, inter alios, the Chargor and the Security Agent, the Chargor charged to the Security Agent all its present and future right, title and interest in and to accounts with you listed below (the **Charged Accounts**), including all moneys which may at any time be standing to the credit of any Charged Account

**Name of Charged Account**

**Account number**

[●]

[●]

You are authorised and instructed, without requiring further approval from the Security Agent that, despite the charge over the Charged Accounts referred to above or the making of any payment by you to the Security Agent under or in connection with it, that

- (a) the Chargor shall remain entitled to exercise all its rights, power and discretions under the Charged Accounts, and
- (b) you should continue to apply any amounts standing to the credit of the Charged Account or release any monies from the Charged Accounts as directed by the Chargor,

in each case unless and until you receive written notice from the Security Agent to the contrary which states the security under the Fixed and Floating Security Agreement detailed above has become enforceable, in which event all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Agent or as it directs

You agree that, following notice from the Security Agent which states that the security under the Fixed and Floating Security Agreement above has become enforceable, you will

- (a) disclose to the Security Agent if it so requests (without any reference to or further authority from the Chargor and without any enquiry by you as to the justification for such disclosure) such information relating to any Charged Account as the Security Agent may from time to time request,
- (b) comply with the terms of any written notice or instruction relating to the Charged Account received by you from the Security Agent,
- (c) hold all sums standing to the credit of the Charged Account to the order of the Security Agent,
- (d) pay or release any sum standing to the credit of the Charged Account in accordance with the written instructions of the Security Agent, and

- (e) pay all sums received by you for the account of the Chargor to the credit of the Charged Account of the Chargor with you

This authority and instruction is irrevocable without the prior written consent of the Security Agent

This Notice of Charge and any non-contractual obligations arising out of or in connection therewith are governed by English law

Please acknowledge receipt of this Notice of Charge, and confirm that you will comply with the provisions of this Notice of Charge, by signing the acknowledgement on the attached copy of this Notice of Charge and returning that copy to the Security Agent at Winchester House, 1 Great Winchester Street, London, EC2N 2DB, United Kingdom, marked for the attention of Paul Gaines

Yours faithfully

For and on behalf of

Deutsche Bank AG, London Branch

as Security Agent

[On duplicate]

For and on behalf of

[NAME OF CHARGOR]

as Chargor

We acknowledge receipt of the Notice of Charge of which this is a copy, confirm each of the matters referred to in the Notice of Charge and agree to comply with its terms

We confirm that we have not received any other notice of charge or notice that any other person claims any rights or has any interest in respect of any Charged Account

This Acknowledgement of Charge and any non-contractual obligations arising out of or in connection therewith are governed by English law

Yours faithfully

For and on behalf of

*[Institution where Charged Account is held]*

Date

cc [Chargor]

**SCHEDULE 3**  
**FORMS OF LETTER FOR INSURANCES**

**PART 1**

**FORM OF NOTICE OF ASSIGNMENT**  
**(for attachment by way of endorsement to the insurance policies)**

To [Insurer]

Copy Deutsche Bank AG, London Branch

[Date]

Dear Sirs,

**Security agreement dated [●] between Triangle FM Services TopCo GmbH (the Parent) and others  
and Deutsche Bank AG, London Branch (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement, each of the companies listed at the end of this notice as chargors (together the **Chargors**) has assigned in favour of Deutsche Bank AG, London Branch as agent and trustee for the Senior Secured Parties referred to in the Security Agreement (the **Security Agent**) as first priority assignee all amounts payable to it under or in connection with any contract of insurance taken out with you by or on behalf of it or under which it has a right to claim and all of its rights in connection with those amounts

A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of a Chargor to a third party

On behalf of each of the Chargors, we confirm that

- (a) the relevant Chargor will remain liable under each such contract of insurance to perform all the obligations assumed by it under that contract of insurance, and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of any such contract of insurance

The relevant Chargor will also remain entitled to exercise all of its rights under each such contract of insurance and you should continue to give notices under each such contract of insurance to the relevant Chargor, unless and until you receive notice from the Security Agent to the contrary stating that the security has become enforceable. In this event, unless the Security Agent otherwise agrees in writing

- (a) all amounts payable to the relevant Chargor under each such contract of insurance must be paid to the Security Agent, and
- (b) any rights of the relevant Chargor in connection with those amounts will be exercisable by, and notices must be given to, the Security Agent or as it directs

Please note that each of the Chargors has agreed that it will not amend or waive any term of or terminate any such contract of insurance without the prior consent of the Security Agent

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent

We acknowledge that you may comply with the instructions in this letter without any further permission from us or any other Chargor and without any enquiry by you as to the justification for or validity of any request, notice or instruction

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully,

For the Parent  
for itself and as agent for  
each of the other Chargors named below

**CHARGORS**

Bilfinger Europa Facility Management Limited  
GVA Grimley Limited  
GVA Grimley Holdings Limited  
Second London Wall Project Management Limited

## PART 2

### FORM OF LETTER OF UNDERTAKING

To [●]

Copy Deutsche Bank AG, London Branch

[Date]

Dear Sirs,

**Security agreement dated [●] 2016 between Triangle FM Services TopCo GmbH (the Parent) and others and Deutsche Bank AG, London Branch (the Security Agreement)**

We confirm receipt from the Parent on behalf of certain chargors (the **Chargors**) of a notice dated [●] of an assignment by each Chargor upon the terms of the Security Agreement of all amounts payable to it under or in connection with any contract of insurance taken out with us by or on behalf of it or under which it has a right to claim and all of its rights in connection with those amounts

A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of a Chargor to a third party

In consideration of your agreeing to the Chargors or any of them continuing their insurance arrangements with us we

- 1 accept the instructions contained in the notice and agree to comply with the notice,
- 2 confirm that we have not received notice of the interest of any third party in those amounts and rights,
- 3 undertake to disclose to you without any reference to or further authority from the Parent or any of the other Chargors any information relating to those contracts which you may at any time request,
- 4 undertake to notify you of any breach by any Chargor of any of those contracts and to allow you or any of the other Senior Secured Parties (as defined in the Security Agreement) to remedy that breach, and
- 5 undertake not to amend or waive any term of or terminate any of those contracts on request by the Parent or any of the other Chargors without your prior written consent

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully,

For [Insurer]



**SCHEDULE 4**  
**FORM OF LETTER FOR RELEVANT CONTRACTS**  
**PART 1**  
**NOTICE TO COUNTERPARTY**

To [Counterparty]

Copy Deutsche Bank AG, London Branch

[Date]

Dear Sirs,

**Security agreement dated [ ] between Triangle FM Services TopCo GmbH and others  
and Deutsche Bank AG, London Branch (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement, each of the companies listed at the end of this notice as chargors (together the **Chargors**) has assigned in favour of Deutsche Bank AG, London Branch as agent and trustee for the Senior Secured Parties referred to in the Security Agreement (the **Security Agent**) as first priority assignee all of its rights in respect of [insert details of Relevant Contract(s)] (the **Relevant Contract[s]**)

On behalf of each of the Chargors, we confirm that

- (a) the relevant Chargor will remain liable under each Relevant Contract to perform all the obligations assumed by it under that Relevant Contract, and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of any Relevant Contract

The relevant Chargor will also remain entitled to exercise all of its rights under each Relevant Contract and you should continue to give notice under each Relevant Contract to the relevant Chargor, unless and until you receive notice from the Security Agent to the contrary stating that the security has become enforceable. In this event, all of its rights will be exercisable by, and notices must be given to, the Security Agent or as it directs

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent

Please send to the Security Agent at Winchester House, 1 Great Winchester Street, London, EC2N 2DB, United Kingdom with a copy to ourselves the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement

We acknowledge that you may comply with the instructions in this letter without any further permission from us or any other Chargor and without any enquiry by you as to the justification for or validity of any request, notice or instruction

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully,

(Authorised signatory)

**For Triangle FM Services TopCo GmbH**  
for itself and as agent  
for each of the other Chargors named below

**CHARGORS**

Bilfinger Europa Facility Management Limited  
GVA Grimley Limited  
GVA Grimley Holdings Limited  
Second London Wall Project Management Limited

**PART 2**

**ACKNOWLEDGEMENT OF COUNTERPARTY**

To Deutsche Bank AG, London Branch

Copy Triangle FM Services TopCo GmbH

[Date]

Dear Sirs,

**Security agreement dated [ ] between Triangle FM Services TopCo GmbH and others  
and Deutsche Bank AG, London Branch (the Security Agreement)**

We confirm receipt from Triangle FM Services TopCo GmbH (the **Parent**) on behalf of certain chargors (the **Chargors**) of a notice dated [ ] of an assignment on the terms of the Security Agreement of all of each Chargor's rights in respect of [insert details of the Relevant Contract(s)] (the **Relevant Contract[s]**)

We confirm that we

- 1 accept the instructions contained in the notice and agree to comply with the notice,
- 2 have not received notice of the interest of any third party in any of the Relevant Contract[s],
- 3 undertake to disclose to you without any reference to or further authority from the Parent or any of the other Chargors any information relating to any of the Relevant Contract[s] which you may at any time request, and
- 4 undertake to notify you of any breach by any Chargor of any of the Relevant Contract[s] and to allow you or any of the other Senior Secured Parties referred to in the Security Agreement) to remedy that breach

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law

Yours faithfully,

(Authorised signatory)

[Counterparty]

## SIGNATORIES

### The Parent

Executed as a deed and delivered by )  
Triangle FM Services TopCo GmbH for itself )

[REDACTED UNDER S859G  
OF THE COMPANIES ACT 2006]

acting by Dr Jochen Keysberg )

Managing Director / Authorised Signatory

and Dr Daniel Haeussermann

[REDACTED UNDER S859G  
OF THE COMPANIES ACT 2006]

Managing Director / Authorised Signatory

### The Chargors

Executed as a deed by  
Bilfinger Europa Facility Management Limited

acting by ) Director  
and )

In the presence of

Witness's Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

## SIGNATORIES

### The Parent

Executed as a deed and delivered by )  
Triangle FM Services TopCo GmbH for itself )

acting by \_\_\_\_\_ ) \_\_\_\_\_  
Managing Director / Authorised Signatory

and \_\_\_\_\_  
Managing Director / Authorised Signatory

### The Chargors

Executed as a deed by  
Bilfinger Europa Facility Management Limited

acting by Dirk van Bleda ) Director  
and Jeff Smith ) Director

[REDACTED UNDER S859G  
OF THE COMPANIES ACT 2006]

In the presence of

Witness's Signature

[REDACTED UNDER S859G  
OF THE COMPANIES ACT 2006]

Name

FIONA FRATER

Address

[REDACTED UNDER S859G  
OF THE COMPANIES ACT 2006]

Executed as a deed by  
**GVA Grimley Limited**

acting by [REDACTED UNDER S859G OF THE COMPANIES ACT 2006] ) Director  
and [REDACTED UNDER S859G OF THE COMPANIES ACT 2006] )

In the presence of

Witness's Signature

[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Name

PATRICK THOMPSON

Address

[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Executed as a deed by  
**GVA Grimley Holdings Limited**

acting by [REDACTED UNDER S859G OF THE COMPANIES ACT 2006] ) Director  
and [REDACTED UNDER S859G OF THE COMPANIES ACT 2006] )

In the presence of

Witness's Signature

[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Name

[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Address

PATRICK THOMPSON

Executed as a deed by  
**Second London Wall Project Management Limited**

acting by [REDACTED UNDER S859G OF THE COMPANIES ACT 2006] ) Director  
and [REDACTED UNDER S859G OF THE COMPANIES ACT 2006] )

In the presence of

Witness's Signature

[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Name.

PATRICK THOMPSON

Address

[REDACTED UNDER S859G OF THE COMPANIES ACT 2006]

Executed as a deed and delivered by  
**Bilfinger HSG International Facility  
Management GmbH** for itself

acting by Dr. (UNC) Eckhart Morré

and Dr. Ramon Knollmann

)

[REDACTED UNDER S859G OF  
THE COMPANIES ACT 2006]

)

)

Managing Director / Authorised Signatory

[REDACTED UNDER S859G OF  
THE COMPANIES ACT 2006]

Managing Director / Authorised Signatory

The Security Agent

**Deutsche Bank AG, London Branch**

By [REDACTED UNDER S859G OF  
THE COMPANIES ACT 2006]

Notice details for the Security Agent

Name Paul Gaines

Email [REDACTED UNDER S859G  
OF THE COMPANIES ACT 2006]

Fax [REDACTED UNDER S859G  
OF THE COMPANIES ACT 2006]

Address [REDACTED UNDER S859G  
OF THE COMPANIES ACT 2006]