



Registration of a Charge

Company name: **Telecity UK Limited**

Company number: **03490013**



X548GE83

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

Details of Charge

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

Charge code: **0349 0013 0030**

Persons entitled: **EQUINIX, INC.**

Brief description: **N/A**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **MATTHEW HOULTON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3490013

Charge code: 0349 0013 0030

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

Given at Companies House, Cardiff on 5th April 2016

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



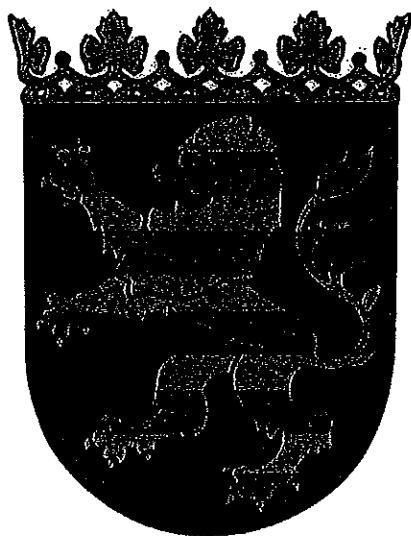
Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

*Certified to be a true copy of the original by Silke Fritz,
Associate, Baker McKenzie - Partnerschaft von Rechtsanwältinnen,
Vorbereitungsprüfer und Steuerberater mbB,
Bethmannstr. 50-54,
60311 Frankfurt,
Germany
31 March 2016*

Roll of Deeds No. 180/2016 SY



Recorded

at Frankfurt am Main, this 23rd day of March 2016.

Before me, the undersigning notary public

Dr. Philipp Syring

(the "Notary")

with official office in D-60316 Frankfurt am Main,
Friedberger Anlage 22,

appeared today in my office the following persons:

1. Ms. Silke Fritz, born on November 08th, 1979,
having her business address at Bethmannstrasse 50-54, 60311 Frankfurt am Main,
identified herself by presenting her official German identity card,
declaring to make the following declarations not in her own name but, excluding any
personal liability, for and on behalf of
Telecity UK Ltd, a company incorporated under the laws of England and Wales,
having its registered office at Masters House, 107 Hammersmith Road, London W14
0QH; GB,

presenting an original power of attorney dated March 7th, 2016,

2. Dr. Oliver Socher, born on January, 31st, 1972
having his business address at Bethmannstrasse 50-54, 60311 Frankfurt am Main,
identified himself by presenting his official German identity card,
declaring to make the following declarations not in his own name but, excluding any
personal liability, for and on behalf of
Equinix, Inc., a corporation having its principal office at One Lagoon Drive, 4th
Floor, Redwood City, CA 94065, USA;

presenting an original power of attorney dated March 7th, 2016,
3. Mr. Donald Badoux, born on April 18th, 1961,
declaring to make the following declarations not in his own name but, excluding any
personal liability, in his capacity as General Manager (Geschäftsführer) for and on
behalf of
TelecityGroup Germany GmbH, a limited liability company incorporated in
Germany, with its registered office at Gutleutstraße 310, 60327 Frankfurt am Main,
Germany, registered with the commercial register of the local court of Frankfurt am
Main with no. HRB 48864; he is authorized to represent the aforementioned company
individually (einzelnvertretungsberechtigt).

Neither the Notary nor the proxies assume any liability as to the validity and the scope of the powers of attorney presented.

The aforementioned original powers of attorney will be attached to this deed in copies which are herewith certified.

The persons appearing stated that the parties represented by them requested that this instrument be recorded in the English language. The Notary – himself in sufficient command of the English language - convinced himself that the persons appearing are in adequate command of the English language.

On being asked whether there had been any prior involvement by the notary in terms of Section 3 Clause 1 No. 7 German Notarisation Act (*Beurkundungsgesetz*) the provisions of which had been explained by the Notary, the persons appearing said that there had been no such prior involvement.

Requesting its notarisation, the persons appearing then declared the following

Share Pledge Agreement

THIS AGREEMENT ("Agreement") is dated on 23 March 2016 and made between:

- (1) Telecity UK Ltd, a company incorporated and existing under the laws of England and having its registered office at Masters House, 107 Hammersmith Road, London W14 0QH, as pledgor (the "Pledgor");
- (2) Equinix, Inc., a company incorporated under the laws of Delaware, United States of America, and registered with the Secretary of State of Delaware under no. 2911438 and having its principal office at One Lagoon Drive, Fourth Floor, Redwood City, California 94065, United States of America, as lender (the "Pledgee" or the "Lender"); and
- (3) TelecityGroup Germany GmbH, a limited liability company incorporated in Germany, with its registered office at Gutleutstraße 310, 60327 Frankfurt am Main, Germany, registered with the commercial register of the local court of Frankfurt am Main with no. HRB 48864 (the "Company").

WHEREAS:

- (A) The Pledgee is the parent company of Equinix (UK) Acquisition Enterprises Limited ("UK Bidco") which has acquired all of the shares in Telecity Group Limited (formerly Telecity Group plc), the parent company of the Pledgor by way of a scheme of arrangement (the "Acquisition").
- (B) On or around 20 January 2016 and 22 January 2016, various intra-group loan agreements were entered into between certain members of the Pledgee's and UK Bidco's collective group in order to facilitate the funding of the Acquisition (the "Acquisition Loan Agreements"). A number of novations of the Acquisition Loan Agreements occurred, in order to achieve the result that the lender under such loan agreements is now the Pledgee and the borrower under such loan agreements is now UK Bidco.
- (C) On 29 January 2016, the Pledgee and UK Bidco entered into an amendment, restatement and consolidation agreement pursuant to which various amendments were made to the Acquisition Loan Agreements (the "Amendment, Restatement and Consolidation Agreement"). Pursuant to the Amendment, Restatement and Consolidation Agreement, the Acquisition Loan Agreements were consolidated into one loan agreement in the form set out in the schedule to the Amendment, Restatement and Consolidation Agreement (the "Amended Loan Agreement").
- (D) The effect of the Amendment, Restatement and Consolidation Agreement is to consolidate the amounts the Pledgee made available (directly or indirectly) to (or at the direction of) UK Bidco into one single loan from the Pledgee to UK Bidco on the terms of the Amended Loan Agreement.

- (E) The Pledgor has agreed to provide security to the Pledgee to secure the payment and discharge of the Secured Obligations.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised terms used and not otherwise defined herein shall have the meaning as defined in the Amended Loan Agreement. In addition in this Agreement (including the preamble):

"Ancillary Rights" means all present and future rights to receive dividends payable on the Shares, liquidation proceeds, consideration for redemption (*Einziehungsentgelt*), repaid capital in case of a capital decrease, any compensation in case of termination (*Kündigung*) and/or withdrawal (*Austritt*) of a shareholder of the Company, the surplus in case of surrender (*Preisgabe*), any repayment claim for any additional capital contributions (*Nachschüsse*) and all other monetary claims and all other rights pertaining to the Shares (other than voting rights), including without limitation any subscription rights in respect of newly issued shares and all other rights and benefits attributable to the Shares (including without limitation all present and future pecuniary claims of the Pledgor against the Company arising under or in connection with any profit transfer agreement (*Gewinnabführungsvertrag*) or partial profit transfer agreement (*Teilgewinnabführungsvertrag*) which has been or may be entered into between the Pledgor and the Company).

"Borrower" means UK Bidco.

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the state of California, United States of America, or a day on which banking institutions in such state or country are authorised by law or executive order to close.

"Declared Default" means an Event of Default which has occurred under the Amended Loan Agreement in respect of which an enforcement notice has been served on the Borrower, informing the Borrower of an acceleration of the Amended Loan Agreement.

"Event of Default" means any event or circumstance specified as such in the Amended Loan Agreement.

"EUR", "Euro" or "€" means the single currency of Participating Member States.

"Existing Shares" means all shares with a nominal participation in the Company's registered share capital of EUR 25,000.

"Finance Documents" means this Agreement, the Amended Loan Agreement and any other document creating security in order to secure the Secured Obligations.

"Future Shares" means all future shares in the registered capital of the Company, arising from a capital increase, split of shares or otherwise.

"GBP" means the lawful currency of the United Kingdom.

"Party" means a party to this Agreement and "Parties" shall be construed accordingly.

"Participating Member State" means any member state which has adopted or adopts the euro unit as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

"Pledged Shares" means the Shares and all Ancillary Rights pertaining thereto.

"Secured Obligations" means all present and future obligations and liabilities of the Borrower to the Lender under or pursuant to the Amended Loan Agreement, including any liabilities in respect of any further advances made under the Amended Loan Agreement after the date of this Agreement.

"Security Period" means the period beginning on the date of this Agreement and ending on the date on which all Secured Obligations (other than any inchoate indemnity obligations or other obligations that specifically survive termination) have been paid in full.

"Share Pledges" means the pledges over the Pledged Shares pursuant to Clause 2 (*Pledge of Shares*) hereof.

"Shares" means all Existing Shares and all Future Shares.

1.2 Successors, Assigns and Transferees

The expressions "Pledgor" and "Pledgee" shall, where the context permits, include all of their respective direct and indirect successors, assigns and transferees (by way of assignment, novation, subrogation, substitution or otherwise).

1.3 Construction

In this Agreement, unless the context requires otherwise:

- (a) references to provisions of any law or regulation shall be construed as references to those provisions as amended, modified, re-enacted or replaced from time to time;
- (b) references to this Agreement and any document or agreement defined herein shall be construed as references to this Agreement or such document or agreement as the same may be amended, supplemented, restated or novated from time to time;
- (c) save where the contrary is indicated, the singular of any defined term includes the plural, and vice versa; and

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

2. PLEDGE OF SHARES

- 2.1 The Pledgor herewith grants a pledge over the Pledged Shares to the Pledgee.
- 2.2 The Pledgee hereby accepts such pledges.
- 2.3 The Pledgor, in its capacity as the sole shareholder of the Company upon the transfer of legal interest in the Pledged Shares to the Pledgor, waiving all legal requirements pursuant to Paragraph 7 of the Company's articles of association hereby holds a shareholder meeting and formally consents to the respective Share Pledges as constituted herein.
- 2.4 The Company hereby formally consents to the respective Share Pledges as constituted herein.

3. PURPOSE OF THE PLEDGES

- 3.1 The Share Pledges shall serve as security for the due and punctual performance of the Secured Obligations. The Share Pledges shall also cover any future extension of the Secured Obligations and the Pledgor herewith expressly agrees that the provision of Section 1210 paragraph 1 sentence 2 of the German Civil Code (*Bürgerliches Gesetzbuch*) shall not apply to this Agreement.
- 3.2 The Pledgor herewith explicitly consents that any assignment or transfer of the Secured Obligations to any third party by way of an assumption of debt, shall not affect the Pledges. Section 418 paragraph 1, sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) shall not apply.

4. RIGHTS OF THE PLEDGOR

- 4.1 Unless the Pledgee is entitled to proceed with a realisation of the Pledged Shares pursuant to Clause 7 (*Right of Realisation*), the Pledgor shall have the right to (i) receive all dividends and all other payments in respect of the Pledged Shares and (ii) receive, retain and exercise all other Ancillary Rights.
- 4.2 The voting rights pertaining to the Shares remain with the Pledgor subject, however, to the provisions of Clause 6(c) (*Exercise of voting rights*) below.

5. REPRESENTATIONS AND WARRANTIES

The Pledgor hereby represents and warrants to the Pledgee that:

- (a) it is duly incorporated as a limited liability company (*Gesellschaft mit beschränkter Haftung*), validly existing, and no resolution has been adopted concerning the filing of a request for its bankruptcy or for a suspension of payments nor that it is subject to any insolvency proceedings or any other similar proceedings under any other applicable jurisdiction and that no petition for the commencement of insolvency proceedings has been filed against it;
- (b) it will, upon the transfer of legal interest in the Pledged Shares to the Pledgor, be the sole legal and beneficial owner of the Pledged Shares and it has obtained all necessary authorisations (including all corporate power and resolutions, such as shareholders' resolution and/or a management board resolution approving the terms of this Agreement, each if necessary) to enter into and perform the obligations under this Agreement;
- (c) this Agreement constitutes legal, valid and binding obligations and creates legally valid security interests and the security interests created under this Agreement are enforceable without an enforceable judgment or other instrument (*vollstreckbarer Titel*);
- (d) the pledgeability of the Pledged Shares is not restricted in any way (other than by operation of mandatory law);
- (e) no litigation, arbitration or administrative proceedings are presently in progress which threaten to restrain the Pledgor in respect of the entry into, performance of or compliance with any of its obligations under this Agreement;
- (f) the Pledgor's execution of this Agreement and its exercise of its rights and performance of its obligations hereunder will not violate any provision of the law governing the relevant Shares or the articles of associations (*Gesellschaftsvertrag*) of the Pledgor or any decree of a court or arbitrator or any contractual undertaking to which the Pledgor is a party or which is binding upon the Pledgor or any of its assets;
- (g) the place from which the Company is in fact administered and where all material managerial decisions are taken (*tatsächlicher Verwaltungssitz*) is situated in the Federal Republic of Germany;
- (h) the Existing Shares are fully paid in;
- (i) the Pledgor will, upon the transfer of legal interest in the Pledged Shares to the Pledgor, be the sole true and lawful holder of legal title to the Pledged Shares and no third party has any right, claim, title, interest, pledge, lien or other encumbrance or charge whatsoever in or to the Pledged Shares or the rights to receive dividends thereon;
- (j) there are no silent partnership agreements or similar arrangements by which a third party is entitled to a participation in the profits or revenue of the Company;

- (k) the share capital of the Company has not been repaid in any way, no facts capable of being entered into the commercial register have occurred, and, in particular, no shareholders' resolutions regarding changes to the articles of association of the Company have been passed, which are not entered into the commercial register of the Company;
- (l) except as explicitly set forth in this Agreement, the Pledgor and the Company are not subject to any restriction of any kind, or any consent requirement with regard to the transfer of, or the granting of a pledge in, or any other disposal of, the Pledged Shares, or in respect of the right to receive dividends thereon; and
- (m) the Share Pledges have first ranking priority.

6. UNDERTAKINGS OF THE PLEDGOR

Until the Secured Obligations (other than any inchoate indemnity obligations or other obligations that specifically survive termination) have been paid in full, the Pledgor undertakes towards the Pledgee:

- (a) to notify the Pledgee, by notification in writing to the Pledgee, of any shareholders' meeting at which a shareholders' resolution is intended to be adopted which would be reasonably likely to have an adverse effect on the Share Pledges or any change in the ownership of the Pledged Shares;
- (b) to keep at its business address all its records concerning the Pledged Shares, which records shall be of such a character as will enable the Pledgee to determine at any time the status thereof and to grant to the Pledgee upon reasonable request and at reasonable time upon reasonable notice access to such information records and to inspect, audit and make copies of and extracts from all records and all other papers in the possession of the Pledgor and shall upon reasonable request of the Pledgee, deliver to the Pledgee copies of all of such records and papers;
- (c) to act, in exercising its voting rights pertaining to the Shares, in good faith to use all reasonable efforts to ensure that the existence or validity of the Share Pledges or the value of the Pledged Shares is not in any way materially adversely affected, and in particular not to adopt without the prior written consent of the Pledgee any resolutions regarding amendments to the articles of association of the Company which could be reasonably expected to materially adversely affect the value of the Pledged Shares or, in any other way, the security position of the Pledgee;
- (d) the Pledgor shall allow, following the occurrence of any of the circumstances which permit the Pledgee to enforce the Pledged Shares constituted hereunder in accordance with Clause 7 (*Right of Realisation*), the Pledgee or, as the case may be, their proxy or any other person designated by the Pledgee, to participate in all such shareholders' meetings of the Company as attendants

without power to vote. Subject to the provision contained in Clause 11.1, the Pledgee' right to attend the shareholders' meeting shall lapse immediately upon complete satisfaction and discharge of the Secured Obligations;

- (e) to keep the place from which the Company is in fact administered and where all material managerial decisions are taken (*tatsächlicher Verwaltungssitz*) inside the Federal Republic of Germany;
- (f) to fully pay in all Future Shares;
- (g) not to arrange for silent partnership agreements or similar arrangements by which a third party is entitled to a participation in the profits or revenue of the Company;
- (h) to notify the Pledgee promptly if any of the Pledged Shares is affected by or subject to attachment proceedings or other similar measures. In the event of an attachment (*Pfändung*), the Pledgor shall provide the Pledgee with a copy of the attachment and execution order (*Pfändungs- und Überweisungsbeschluss*) as well as with all other documentation necessary to lodge protest against the execution and shall immediately inform the execution creditor in writing of the Pledgee's security interests hereunder;
- (i) to ensure that the Share Pledges will always have first ranking priority;
- (j) not to sell, transfer or otherwise dispose of all or part of the Pledged Shares other than with the prior written consent of the Pledgee;
- (k) not to encumber, create or agree to create, or permit to subsist, any encumbrance, other security interest or third party right in or over the Pledged Shares, to the extent that such encumbrance, creation or permission to subsist is within the control of the Pledgor; and
- (l) to refrain from any acts and omissions the purpose or effect of which is or would be that the Pledged Shares cease to exist or are encumbered in any way other than envisaged in this agreement.

7. RIGHT OF REALISATION

7.1 Time and Scope of Realisation

- (a) Upon the occurrence of a Declared Default and after the prerequisites with regard to an enforcement of pledges (*Pfandreife*) under section 1273, 1204 *et seq.* of the German Civil Code (*Bürgerliches Gesetzbuch*) are met, the Pledgee shall be entitled to proceed with a realisation of the Pledged Shares.
- (b) The Pledgee shall realise their interest in the Pledged Shares only to the extent necessary to satisfy the Secured Obligations which are then due. The Pledgee may, in their sole discretion, decide which of the Pledged Shares or other

security rights granted for the Secured Obligations, if any, shall be realised to satisfy the Secured Obligations.

- (c) The Pledgee shall give the Pledgor at least five (5) Business Days' prior written notice of its intention to realise the Account Pledges, unless the Pledgor has ceased generally to pay its debts when due or when an application has been made for the institution of insolvency proceedings in respect of the assets of the Pledgor by the Pledgor or any third party, and, in the latter case, it is not without delay established to the satisfaction of the Pledgee that the application is without merit.
- (d) The Pledgor shall, at his own expense, render all assistance in order to facilitate the realisation of the Pledgee' security interests in the Pledged Shares.
- (e) Following the realisation of the Pledged Shares, the Pledgee shall use the proceeds therefrom to satisfy the Secured Obligations.

7.2 Realisation of Pledged Shares

- (a) The Pledgee shall be entitled to seek realisation from, and shall have the right to exercise the power to sell or dispose of, the Pledged Shares by means of a public auction. Notwithstanding Section 1277 of the German Civil Code, the Pledgee shall not be required to obtain a prior court ruling or to present any other executory title or document justifying execution (*vollstreckbarer Titel*). The public auction may be held at any place in the Federal Republic of Germany which will be determined by the Pledgee.
- (b) The Pledgee shall be entitled to notify the Company of the realisation of the Share Pledges and following such notification, all payments on, and performance of, any Ancillary Right shall be due to the Pledgee and any proceeds therefrom shall be applied towards the satisfaction of the Secured Obligations.
- (c) Even if the requirements for enforcement referred to under Clause 7.2(a) above are met, the Pledgee shall not, whether as proxy or otherwise, be entitled to exercise the voting rights attached to the Shares. However, the Pledgor shall, upon occurrence of an event which allows the Pledgee to enforce the Pledged Shares, have the obligations and the Pledgee shall have the rights set forth in Clause 6(d) above regardless of which resolutions are intended to be adopted.
- (d) The Pledgee may decide in its own reasonable discretion how any proceeds from the realisation of the Pledged Accounts shall be used for the satisfaction of the Secured Obligations.

8. RELEASE (PFANDFREIGABE)

- 8.1 Upon complete and irrevocable satisfaction of the Secured Obligations, the Pledgee will without undue delay (*unverzüglich*) declare the release of the Pledges

(*Pfandfreigabe*) to the Pledgor as a matter of record. For the avoidance of doubt, the parties are aware that upon full and complete satisfaction of the Secured Obligations the Pledges, due to their accessory nature (*Akzessorität*) cease to exist by operation of German law.

- 8.2 At any time when the total value of the aggregate security granted by the Pledgor to secure the Secured Obligations (the "**Total Security**") which can be expected to be realised in the event of an enforcement of the Total Security (*realisierbarer Wert*) exceeds the Secured Obligations by more than 10% (the "**Limit**") not only temporarily, the Pledgee shall on demand of the Pledgor release such part of the Total Security (*Sicherheitenfreigabe*) as the Pledgee may in its reasonable discretion determine so as to reduce the realisable value of the Total Security to the Limit.

9. SECURITY FOR THIRD PARTIES' OBLIGATIONS GRANTED BY PLEDGOR

- 9.1 If and to the extent the Secured Obligations are not only owed by the Pledgor but also by third parties, and if and to the extent the Pledgor satisfies (including by enforcement of the Share Pledges) the Secured Obligations in full or in part, the provisions of this Clause 9 (*Security for third parties' obligations granted by Pledgor*) shall apply.
- 9.2 Until satisfaction of the Secured Obligations in full, the legal subrogation (*gesetzlicher Forderungsübergang*) pursuant to Section 1225 (or any other applicable provision) of the German Civil Code (*Bürgerliches Gesetzbuch*) or under any other applicable law shall not apply. For the avoidance of doubt, the claim for indemnity (*Aufwandersatzanspruch*) shall not be affected thereby.
- 9.3 The Pledgor may request the transfer to it of non-accessory security rights (*nicht-akzessorische Sicherungsrechte*) which have not been provided by the Pledgor only upon satisfaction of the Secured Obligations in full and only if and to the extent the respective security provider has approved the transfer to the Pledgor.
- 9.4 For the avoidance of doubt, the provisions of this Clause 9 shall not affect any claims of the Pledgor for compensation and transfer of security rights against other parties granting security rights.
- 9.5 The Pledgor hereby expressly waives all defenses of avoidance (*Anfechtbarkeit*) and set-off (*Aufrechnungbarkeit*) pursuant to Sections 770, 1211 of the German Civil Code.
- 9.6 The Pledgor hereby expressly waives its defenses based on defenses the Borrower might have against any of the Secured Obligations (*Einreden des Hauptschuldners*) pursuant to Section 1211 paragraph 1 sentence 1 alternative 1 of the German Civil Code (*Bürgerliches Gesetzbuch*).

10. INDEMNITY

The Pledgee shall not be liable for any loss or damage suffered by the Pledgor save in respect of such loss or damage which is suffered as a result of the wilful misconduct (*Vorsatz*) or gross negligence (*grobe Fahrlässigkeit*) of the Pledgee.

11. DURATION AND INDEPENDENCE

- 11.1 This Agreement shall remain in full force and effect until complete satisfaction of the Secured Obligations (other than any inchoate indemnity obligations or other obligations that specifically survive termination).
- 11.2 This Agreement shall create a continuing security and no change, amendment, or supplement whatsoever in the Amended Loan Agreement or in any other Finance Document shall affect the validity or the scope of this Agreement nor the obligations which are imposed on the Pledgor pursuant to it.
- 11.3 This Agreement is independent from any other security or guarantee which may have been or will be given to the Pledgee. None of such other security shall prejudice, or shall be prejudiced by, or shall be merged in any way with this Agreement.
- 11.4 Waiving section 418 of the German Civil Code (*Bürgerliches Gesetzbuch*), the Pledgor hereby agrees that the security created hereunder shall not be affected by any transfer or assumption of the Secured Obligations to, or by, any third party, other than permitted under the Finance Documents.

12. WAIVER OF DEFENCES AND SUBROGATION RIGHTS

- 12.1 Until all amounts which may be or may become payable by the Borrower under or in connection with the Finance Documents have been irrevocably paid in full the Parties hereby agree that no rights and claims shall pass to or otherwise arise for the benefit of the Pledgor by subrogation (*gesetzlicher Übergang von Forderungen und Rechten*) or otherwise, including any recourse claims, indemnification claims, claims arising from unjust enrichment (*ungerechtfertigte Bereicherung*) and any right to demand the assignment and/or transfer of any Secured Obligation and/or security, against the Borrower, grantor of security or the Lender (as the case may be) which it may (but for this Clause 12) acquire as a result of:
- (a) a payment or repayment by the Pledgor of any debt of the Borrower under any of the Finance Documents; or
- (b) in case of enforcement of the security constituted pursuant to this Agreement.
- 12.2 The Pledgor furthermore undertakes not to exercise (*pactum de non petendo*), and not to purport to exercise, any such rights and claims which may pass to it or otherwise arise for its benefit notwithstanding this Clause 12 or would pass to it or otherwise arise for its benefit but for this Clause 12.

13. ASSIGNMENT

- 13.1 The Pledgor shall not be permitted to assign its rights and claims under this Agreement.

- 13.2 The Pledgee shall at all times be permitted to assign its rights and claims, in total or part, under this Agreement. The Pledgor covenants to undertake any action as required by the Pledgee to effect the assignment.

14. MISCELLANEOUS

- 14.1 Changes to and amendments of this Agreement, including this Clause 14.1, must be made in writing and, to the extent required by law, in notarial form.
- 14.2 If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision under the law of any other jurisdiction will in any way be affected or impaired and, if any part of the security intended to be created by or pursuant to this Agreement is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of that security.
- 14.3 The notarial costs of this instrument shall be borne by the Pledgor irregardless the joint and several liability of the Parties for the notarial fees where about the Parties were advised by the acting Notary. All other expenses and duties in connection with enforcement measures taken under this Agreement shall be borne by the Pledgor. The Pledgor shall reimburse the Pledgee within ten (10) Business Days following the Pledgee's request thereto and this reimbursement obligation shall be part of the Secured Obligations.
- 14.4 No failure or delay by the Pledgee to exercise any right, power or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise or waiver of any right, power or remedy. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.
- 14.5 All notices, requests, demands or other communications to or upon the respective parties hereto shall be given or made by letter, fax or telephone (later to be confirmed in writing by mail) or by mail to the party to which such notice, request, demand or other communication is required or permitted to be given or made under this Agreement addressed at such address as either party hereto may specify to the other in writing from time to time. Any communication or document to be made or delivered to the Pledgee will be effective only when actually received by the Pledgee.

15. GOVERNING LAW AND JURISDICTION

- 15.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Germany.
- 15.2 The Regional Court (*Landgericht*) of Frankfurt am Main, Germany has non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement).

16. PROCESS AGENT'S AND COMPANY'S CONSENT

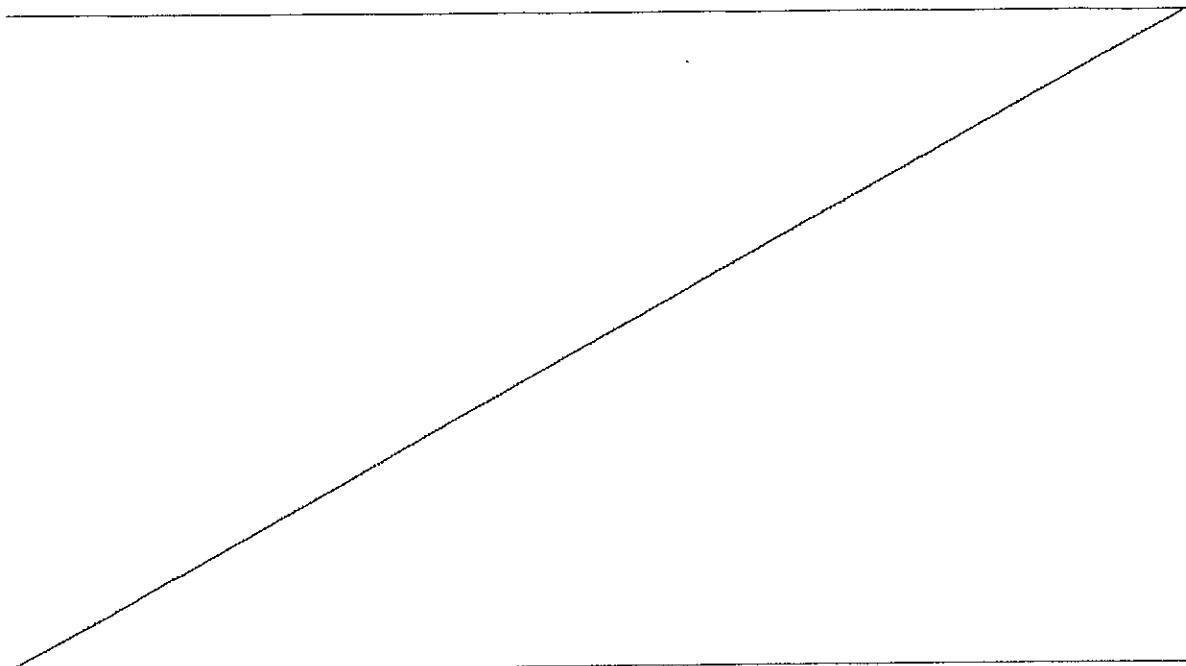
16.1 Without prejudice to any other mode of service allowed under any relevant law, the Pledgor:

- (a) irrevocably appoints the Company as its agent for service of process in relation to any proceedings before the German courts in connection with this agreement; and
- (b) agrees that failure by a process agent to notify the Pledgor of the process will not invalidate the proceedings concerned; and
- (c) if the Company or any person appointed as process agent is unable for any reason to act as agent for service of process, the Company must within 10 (ten) Business Days of such event taking place appoint another agent on terms acceptable to the Pledgee. Failing this, the Pledgee may appoint another agent for this purpose.

16.2 The Company expressly agrees and consents to its appointment as a process agent according to Clause 16.1(a) and the provisions of Clause 15 (*Governing law and Jurisdiction*) and of Clause 7 (*Right of Realisation*).

17. NOTIFICATION OF PLEDGE

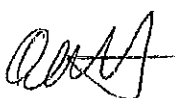
The Company is hereby notified of the Share Pledges in accordance with Section 1280 of the German Civil Code. The Company hereby confirms receipt of such notification. The Notary is hereby instructed to forward a certified copy of this Agreement to the Company by registered mail (return receipt requested).



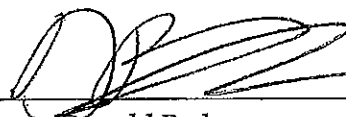
This instrument was read aloud to the persons appeared, was approved by them and signed by them and the notary in their own hand as follows:



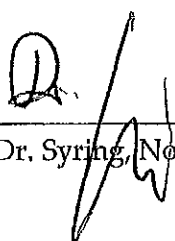
Silke Fritz



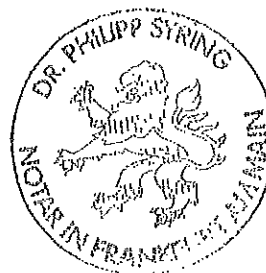
Dr. Oliver Socher



Donald Badoux



Dr. Syring, Notary



IMISON & CO

NOTARIES

Salisbury House
London Wall
London
EC2M 5QQ

Telephone: +44 (0) 20 7448 4860
Facsimile: +44 (0) 20 7448 4861

www.imisonnotaries.com
mail@imisonnotaries.com

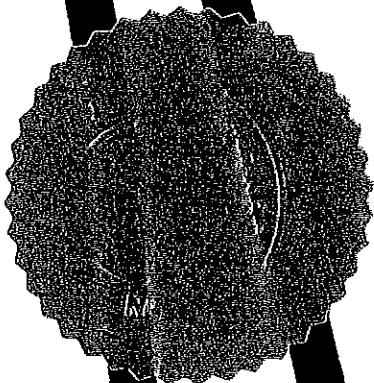
Ella Imison

Thomas Barker

TO ALL TO WHOM THESE PRESENTS SHALL COME, I ELLA ELIZABETH IMISON of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn DO HEREBY CERTIFY the genuineness of the signature of DAVID CROWTHER subscribed at foot of the **power of attorney** hereunto annexed, such signature having been this day subscribed thereto in my presence by the said David Crowther, whose identity and authority I attest, a director of TELECITYGROUP HOLDINGS LIMITED, a company duly organised and existing in accordance with the laws of England and Wales, registered with the Registrar of Companies for England and Wales under company registration number 00153088 and having its registered office at Master's House, 107 Hammersmith Road, London, W14 0QH, England;

AND I DO FURTHER CERTIFY that the said power of attorney being so signed and witnessed is duly executed as a deed by the Company in accordance with the provisions of English law.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office at London aforesaid this seventh day of March two thousand and sixteen.



APOSTILLE (Convention de La Haye du 5 octobre 1961)	
1. Country: Pays/Pais	United Kingdom of Great Britain and Northern Ireland
This public document Le présent acte public / El presente documento público	
2. Has been signed by a été signé par ha sido firmado por	Ella Elizabeth Imison
3. Acting in the capacity of agissant en qualité de quien actúa en calidad de	Notary Public
4. Bears the seal/stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de	The Said Notary Public
Certified Attesté / Certificado	
5. at à / en	London
6. the le / el día	08 March 2016
7. by par / por	Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs
8. Number sous no / bajo el número	K894087
9. Seal / stamp: Sceau / timbre: Sello / timbre:	10. Signature: A I. Khan Signature: Firma: <i>A I. Khan</i>



This Apostille is not to be used in the UK and only confirms the authenticity of the signature, seal or stamp on the attached UK public document. It does not confirm the authenticity of the underlying document. Apostilles attached to documents that have been photocopied and certified in the UK confirm the signature of the UK public official who conducted the certification only. It does not authenticate either the signature on the original document or the contents of the original document in any way.

If this document is to be used in a country which is not party to the Hague Convention of 5th October 1961, it should be presented to the consular section of the mission representing that country.

To verify this apostille go to www.verifyapostille.service.gov.uk

Germany

POWER OF ATTORNEY

The undersigned

Telecity UK Ltd.
(the "Company")

a company incorporated and existing under the laws of England and having its registered office at
Masters House, 107 Hammersmith Road, London W14 0QH
registered at Companies House under registration number 03490013

represented by its director

David Crowther

hereby authorizes

Sahra Demirbilek
Silke Fritz
Dr. Martin Kaiser
Stephan Lehnen
Dr. Oliver Socher
Sandra Wittinghofer
Anouschka Zagorski

having their business address at/geschäftsansässig

Bethmannstrasse 50-54
60311 Frankfurt am Main
Germany/Deutschland

(the "Attorneys-in-fact" and each an "Attorney-in-fact") each of them individually to represent the Company and act in its name for and on behalf of the Company in any way whatsoever in connection with a German law notarial share pledge agreement in relation to shares in TelecityGroup Germany GmbH between the Company as pledgor, TelecityGroup Germany GmbH as company and Equinix, Inc. as pledgee (the "Share Pledge Agreement").

In particular, the following agreements and documents and measures are to be subject of this power of attorney:

- (1) the Share Pledge Agreement; and

- (ii) furthermore, all acts and measures in the name and on behalf of the Company which shall in the sole discretion of each Attorney-in-fact be necessary or beneficial for the above purposes and in connection with the Share Pledge Agreement, especially making and accepting all declarations, the execution of all required documents and notes and the filing of any applications with competent authorities.

The Company undertakes to indemnify the Attorneys-in-fact against all costs, claims, expenses and liabilities which may be incurred by the Attorneys-in-fact in connection with the exercise of rights conferred to the Attorneys-in-fact by this power of attorney. All measures within the scope of this power of attorney previously effected by the Attorneys-in-fact are hereby approved.

The Attorneys-in-fact are fully exempted from the restrictions on self-dealing imposed by Section 181 German Civil Code or any other applicable law and may delegate this power of attorney, including said exemption.

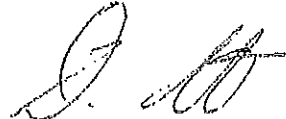
Any changes to and/or incorrectness of the parties and/or amounts and/or dates relating to the agreements referred to above shall not affect the power of attorney granted herewith.

In case of doubt, this power of attorney shall be construed broadly.

This power of attorney is governed by the laws of the Federal Republic of Germany and shall be construed in accordance with the laws of the Federal Republic of Germany.

Executed and delivered as a deed in Exchange Tower, 4th Floor, 2 Harbour Exchange Square, London, E14 9GE, United Kingdom on 7th 2016.

Executed as a deed by
TELECITY UK LIMITED:



Name:

David Crowther

Title:

Director

In the presence of:

Signature of witness:



Name of witness:

F. SCALLETT

Address:

2 HARBOUR EXCHANGE SQUARE

EXCHANGE TOWER 4th FLOOR

E14 9GE

POWER OF ATTORNEY

The undersigned

Equinix, Inc.
(the "Company")

with the company address One Lagoon Drive, 4th Floor, Redwood City, CA 94065, USA

represented by

Eric Schwartz

hereby authorizes

Sahra Demirbilek
Sebastian Dietz
Silke Fritz
Dr. Martin Kaiser
Stephan Lehnen
Dr. Oliver Socher
Sandra Wittinghofer
Anouschka Zagorski

having their business address at/geschäftsausässig

Bethmannstrasse 50-54
60311 Frankfurt am Main
Germany/Deutschland

(the "Attorneys-in-fact" and each an "Attorney-in-fact") each of them individually to represent the Company and act in its name for and on behalf of the Company in any way whatsoever in connection with security agreements and other documents regarding:

1. the acquisition of shares by Equinix (UK) Acquisition Enterprises Limited, a subsidiary of the Company (the "Purchaser") in Telecity Group Ltd (formerly Telecity Group plc) (the "Acquisition"); and

2. loans under which the Company has lent (directly or indirectly) to the Purchaser cash and shares (in the Company) to finance the consideration for the Acquisition, and which have been amended and restated, and consolidated into one loan agreement, in the form set out in the schedule to an amendment, restatement and consolidation agreement (the "Amended Loan Agreement").

Capitalised terms shall, unless otherwise defined herein, have the same meaning as defined in the Amended Loan Agreement.

In particular, the following agreements and documents and measures are to be subject of this power of attorney:

- (i) certain agreements on the assignment of leases and amendment agreements to lease agreements between, amongst others, TelecityGroup Germany GmbH as tenant, the Company and each relevant landlord in particular in respect of lease agreements regarding the data centers in Gutleutstraße 310, Frankfurt am Main and Lyoner Straße 28, Frankfurt am Main;
- (ii) a security transfer agreement between TelecityGroup Germany GmbH as transferor and the Company as transferee;
- (iii) a security assignment agreement between TelecityGroup Germany GmbH as assignor and the Company as assignee;
- (iv) an account pledge agreement between TelecityGroup Germany GmbH as pledgor and the Company as pledgee;
- (v) a notarial share pledge agreement in relation to the shares in TelecityGroup Germany GmbH between Telecity UK Limited as pledgor, TelecityGroup Germany GmbH as pledged company and the Company as pledgee;
- (vi) any other contract, agreement or document (creating security or otherwise) in connection with the Amended Loan Agreement and/or the Acquisition;
- (vii) all ancillary agreements and documents contemplated by or referred to in the agreements named in items (i) – (vi) above, to be entered into or issued by the Company in connection with the above agreements named in items (i) – (vi), further any and all agreements, declarations, documents, notices or certificates which shall in the sole discretion of each Attorney-in-fact be necessary or beneficial in connection with the foregoing documents including the agreement of the terms of, and any amendments to the aforementioned documents, whether in private written form or in notarial form; and
- (viii) furthermore, all acts and measures in the name and on behalf of the Company which shall in the sole discretion of each Attorney-in-fact be necessary or beneficial for the above purposes and in connection with the Amended Loan Agreement and/or the Acquisition, especially making and accepting all declarations, the execution of all required documents and notes and the filing of any applications with competent authorities.

The Company undertakes to indemnify the Attorneys-in-fact against all costs, claims, expenses and liabilities which may be incurred by the Attorneys-in-fact in connection with the exercise of

rights conferred to the Attorneys-in-fact by this power of attorney. All measures within the scope of this power of attorney previously effected by the Attorneys-in-fact are hereby approved.

The Attorneys-in-fact are fully exempted from the restrictions on self-dealing imposed by Section 181 German Civil Code or any other applicable law and may delegate this power of attorney, including said exemption.

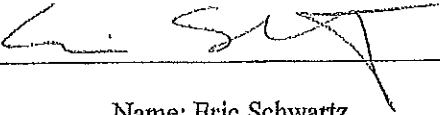
Any changes to and/or incorrectness of the parties and/or amounts and/or dates relating to the agreements referred to above shall not affect the power of attorney granted herewith.

In case of doubt, this power of attorney shall be construed broadly.

This power of attorney is governed by the laws of the Federal Republic of Germany and shall be construed in accordance with the laws of the Federal Republic of Germany.

EQUINIX, INC.

Amsterdam, 7 March 2016
Place, Date



Name: Eric Schwartz

Title: President, EMBA