



**Registration of a Charge**

Company Name: **EEIP II FRANCE HOLDCO LIMITED**

Company Number: **13345637**



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**Details of Charge**

Date of creation: **15/09/2021**

Charge code: **1334 5637 0002**

Persons entitled: **CBRE LOAN SERVICES LIMITED**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALLEN & OVERY LLP**



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

Company number: 13345637

Charge code: 1334 5637 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th September 2021 and created by EEIP II FRANCE HOLDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st October 2021 .

Given at Companies House, Cardiff on 4th October 2021

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**

**RECEIVABLES PLEDGE AGREEMENT**  
***(CONTRAT DE NANTISSEMENT DE CRÉANCES)***

**15 SEPTEMBER 2021**

Between

**EEIP II FRANCE HOLDCO LIMITED**  
**EEIP II HOLDCO 2 LIMITED**  
as Security Providers

**EEIP II FRANCE 1**  
as Debtor

and

**CBRE LOAN SERVICES LIMITED**  
as Security Agent

and

**THE ORIGINAL BENEFICIARIES**  
(as defined in this Agreement)

**ALLEN & OVERY**

Avocats à la Cour

Allen & Overy LLP

0090900-0000027 PA:20096672

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**THIS RECEIVABLES PLEDGE AGREEMENT** is made **BETWEEN**:

- (1) **THE ENTITIES** listed in Schedule 1 (Security Providers) hereto as security providers (each a **Security Provider**) ;
- (2) **FEIP II FRANCE 1**, a *société civile immobilière* incorporated under French law, whose registered office is at s 37 avenue Pierre 1er de Serbie, 75008 Paris, France registered with the *Registre du Commerce et des Sociétés* of Paris under sole identification number (*numéro d'identification unique*) 898 840 046 as debtor (the **Debtor**);
- (3) **CBRE LOAN SERVICES LIMITED**, as security agent, acting for and on behalf of the Beneficiaries (as defined below) (the **Security Agent**);
- (4) **THE ENTITIES** listed in Schedule 2 (Original Beneficiaries), as beneficiaries (the **Original Beneficiaries**), represented by the Security Agent in accordance with the Common Terms Agreement (as defined below).

**BACKGROUND:**

- (A) Each Security Provider enters into this Agreement (as defined below) in connection with the Common Terms Agreement (as defined below), under which the Initial Lender (as defined in the Common Terms Agreement) has agreed to make available a facility in a total maximum amount of 161,216,000 Euros.
- (B) Under the Common Terms Agreement (as defined below), it is a requirement that each Security Provider enters into this receivables pledge agreement.

**NOW IT IS AGREED**, as follows:

**1. INTERPRETATION**

**1.1 Definitions**

In this Agreement:

**Agreement** means this receivable pledge agreement, together with the Schedules.

**Beneficiaries** means:

- (a) the Original Beneficiaries; and
- (b) any of their successors in title, permitted transferees or permitted assignees and any of their subsequent successors in title, permitted transferees or permitted assignees.

**Civil Code** means the French *Code civil*.

**Commercial Code** means the French *Code de commerce*.

**Common Terms Agreement** means the common terms agreement dated 13 September 2021 governed by French law entered into by, amongst others, the Debtor as Borrower, Société Générale as Lead Arranger, Underwriter, Bookrunner and Initial Lender and CBRE Loan Services Limited as Facility Agent and Security Agent (as each of these terms is defined therein).

**Declared Default** has the meaning given to that term in the Common Terms Agreement.

**Enforcement Event** means the occurrence of a Declared Default.

**Party** means a party to this Agreement.

**Pledge** means each pledge (*nantissement*) created under each this Agreement in accordance with this Agreement.

**Pledge Notice** means a notice issued by the Security Agent substantially in the form of Part 1 of Schedule 3 (Form of Pledge Notice).

**Pledged Receivables** means the Receivables pledged in favour of the Beneficiaries under this Agreement.

**Receivable** means, in respect to a Security Provider, any present and/or future receivables owed by the Debtor to a Security Provider under any Underlying Agreement.

**Secured Liabilities** means each liability and obligation specified in Clause 2 (Secured Liabilities).

**Security Agent's Account** means a bank account opened in the name of the Security Agent for the purposes of receiving any payment of any Pledged Receivable under this Agreement to be held on trust for and on behalf of the Beneficiaries, the details of which will be set out in a Pledge Notice.

**Security Period** means the period beginning on the Signing Date and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no commitment of the Beneficiaries is outstanding.

**Signing Date** means the date on which each Party signs this Agreement.

**Subordination Agreement** has the meaning given to that term in the Common Terms Agreement.

**Underlying Agreement** means:

- (a) on the Signing Date, the EUR 63,757,805.72 shareholder loan agreement dated 12 July 2021 entered into between EEIP II France Holdco Limited as lender and the Debtor as borrower; and
- (b) any other loans or advances entered or to be entered by the Debtor with the relevant Security Provider.

## 1.2 Construction

- (a) Capitalised terms defined in the Common Terms Agreement have, unless expressly defined in this Agreement, the same meaning in this Agreement.
- (b) The provisions of clauses 1.2 (Construction) and 1.4 (French terms) of the Common Terms Agreement apply to this Agreement as though they were set out in full in this Agreement, except that references to the Common Terms Agreement will be construed as references to this Agreement.
- (c) In this Agreement unless a contrary intention appears, a reference to:
  - (i) a Clause or a Schedule is a reference to a clause of, or a schedule to, this Agreement;
  - (ii) a party or any other person includes its successors in title, permitted assigns and permitted transferees;

- (iii) a Finance Document or another document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document including any amendment providing for an increase in the amount of a facility or any additional facility; and
  - (iv) the **Security Agent** is a reference to the Security Agent acting for and on behalf of the Beneficiaries in accordance with the Finance Documents.
- (d) Each Schedule forms an integral part of this Agreement.
  - (e) Words importing the plural include the singular and vice versa.
  - (f) The headings in this Agreement do not affect its interpretation.

## **2. SECURED LIABILITIES**

### **2.1 Secured Liabilities**

This Agreement is entered into for the purpose of securing all present and future payment obligations and liabilities (whether actual or contingent and whether owed jointly, severally or in any other capacity whatsoever, of the Debtor under the Finance Documents to any of the Beneficiaries under the Finance Documents (the **Secured Liabilities**)).

## **3. SECURITY**

### **3.1 Creation of the Pledge**

In accordance with article L. 521-1 of the French Commercial Code and articles 2355 *et seq.* of the French Civil Code, as security for the payment and discharge in full of the Secured Liabilities, each Security Provider irrevocably and unconditionally pledges to the Beneficiaries the Receivables owned by it with no further formality.

### **3.2 General**

Each Pledge is:

- (a) continuing security for the payment and discharge of the Secured Liabilities and will extend to the ultimate balance of all sums due under the Finance Documents regardless of any intermediate payment or discharge in whole or in part;
- (b) in addition to, and not in any way prejudiced by, any other security now or subsequently held by or benefiting to any Beneficiary; and
- (c) effective throughout the Security Period.

## **4. PERFECTION**

- (a) In accordance with article 2361 of the Civil Code, the Pledge is binding on the Parties and enforceable (*opposable*) against third parties, with no further formality on the Signing Date.
- (b) In accordance with article 2362 of the Civil Code, the Pledge is enforceable against the Debtor by virtue of it being a Party to this Agreement.

## 5. PAYMENT OF THE PLEDGED RECEIVABLES

- (a) After a Declared Default occurs and while it is outstanding, the Security Agent, acting for and on behalf of the Beneficiaries, may send a Pledge Notice to the Debtor.
- (b) Until the Security Agent sends a Pledge Notice to the Debtor, the relevant Security Provider will, subject to the terms of this Agreement and the other Finance Documents :
  - (i) receive all collections and proceeds in respect of such Pledged Receivables (including any damages, penalties or otherwise in connection with such Pledged Receivables); and
  - (ii) be permitted to exercise its rights with respect to such Pledged Receivable and use any amount received in relation to such Pledged Receivable, in accordance with the terms of the Finance Documents.
- (c) After the Debtor receives a Pledge Notice, the Debtor must, in accordance with article 2363 of the Civil Code, make any payment due under the relevant Pledged Receivable directly to the Security Agent to the Security Agent's Account.
- (d) If, notwithstanding paragraph (b) above, the Debtor makes any payment due under the relevant Pledged Receivable to the relevant Security Provider, such relevant Security Provider must transfer that amount immediately upon receipt to the Security Agent's Account.
- (e) After the Security Agent sends a Pledge Notice to the Debtor, it must:
  - (i) apply any amount that it receives to the Security Agent's Account in or towards the payment of any Secured Liability then due and payable; and
  - (ii) if any amount that it receives to the Security Agent's Account exceeds the amount of the Secured Liabilities then due and payable, keep that amount credited to the Security Agent's Account until the Pledge is enforced,

in each case, in accordance with article 2364 of the Civil Code and Clause 8 (Enforcement of security) below.

- (f) If the Security Agent notifies the Debtor that relevant Declared Default has been remedied or waived to the Beneficiaries' satisfaction, the relevant Security Provider may receive all collections and proceeds in respect of the relevant Pledged Receivables and use any amount received in relation to any relevant Pledged Receivable in accordance with paragraph (a) of this Clause 5 (Payment of the Pledged Receivables).

## 6. REPRESENTATIONS AND WARRANTIES

### 6.1 General

Each Security Provider makes the representations set out in this Clause to the Beneficiaries.

### 6.2 Nature of security

- (a) Each Pledge constitutes a first ranking pledge (*nantissement de premier rang*) over the relevant Receivables.
- (b) It has full and exclusive title to the Receivables, free of any Security Interest (except for the Permitted Security) and other right or interest in favour of any person.



- (c) No claims or proceedings are pending or, to its knowledge threatened, before courts or arbitration tribunals in France, or in any other jurisdiction, in connection with the Receivables.
- (d) There is no agreement currently in effect requiring it to create a Security Interest in respect of, or otherwise dispose of or transfer the Receivables to any other person.
- (e) No person contests the existence of any Receivable
- (f) Each Underlying Agreement is a valid and enforceable obligation of the relevant Security Provider in accordance with its terms.

### **6.3 Time for making representations and warranties**

- (a) The representations and warranties set out in this Agreement (including in this Clause) are made on the Signing Date.
- (b) Unless a representation is expressed to be given at a specific date, each representation under this Agreement is deemed to be repeated by each Security Provider on each date on which any representations and warranties are deemed to be repeated under clause 19.26 (Repetition) of the Common Terms Agreement.
- (c) When a representation is deemed to be repeated, it is applied to the circumstances existing at the time of repetition.

## **7. UNDERTAKINGS**

### **7.1 General**

Each Security Provider agrees to be bound during the Security Period by the undertakings set out in this Clause relating to it.

### **7.2 Restrictions on dealings**

Each Security Provider must not:

- (a) create or permit to subsist any Security Interest on, or in respect of, the Receivables; or
- (b) sell, transfer or otherwise dispose of, the Receivables,

except as expressly allowed under the Common Terms Agreement or this Agreement or the Subordination Agreement.

### **7.3 General undertakings relating to the Pledged Receivables**

- (a) Subject to the provisions of the Common Terms Agreement and the Subordination Agreement, no Security Provider must:
  - (i) amend, supplement, restrict or waive any right arising out of or in relation to its Pledged Receivables, other than any payment delay, discount or rebate agreed in the Security Provider's ordinary course of business;
  - (ii) vary, release or neglect to perfect or enforce any right, remedy or security against a Debtor or any other person in relation to a Pledged Receivable; or
  - (iii) take any action which might jeopardise the existence or enforceability of any Receivable.

- (b) Each Security Provider must duly and promptly perform its obligations, and diligently pursue its rights, in respect of its Pledge Receivables.

## 8. ENFORCEMENT OF SECURITY

### 8.1 General

After an Enforcement Event occurs, the Beneficiaries, represented by the Security Agent, may immediately and in their absolute discretion, exercise any right under:

- (a) applicable law; or
- (b) Clauses 8.2 (Procedure for enforcement) and 8.3 (Partial enforcement) of this Agreement, to enforce all or any part of any relevant Pledge in any manner they see fit.

### 8.2 Procedure for enforcement

- (a) Subject to Clause 8.1 (General), the Security Agent, acting for and on behalf of the Beneficiaries, may:
  - (i) apply any amount credited to the Security Agent's Account under Clause 5 (Payment of the Pledged Receivables) in or towards payment of the Secured Liabilities, in accordance with article 2364 of the Civil Code;
  - (ii) foreclose (*se fait attribuer*) on each Pledged Receivable under article 2365 of the Civil Code and in accordance with paragraph (b) below; or
  - (iii) wait for the due date of each Receivable and apply each Pledged Receivable, as it becomes due and payable, in or towards payment of the Secured Liabilities, in accordance with article 2365 of the Civil Code.
- (b) If the Beneficiaries elect to enforce any relevant Pledge under article 2365 of the Civil Code, the foreclosure (*attribution*) of the Pledged Receivables will:
  - (i) take place three calendar days following a notice (*mise en demeure*) in writing from the Security Agent to any relevant Security Provider and the Debtor; and
  - (ii) be:
    - (A) for the nominal value of the relevant Receivable referred to in the corresponding Underlying Agreement less any set-off, discount and rebate granted by the Security Provider in relation to that Pledged Receivable; or
    - (B) if the Security Agent determines that the value of a Pledged Receivable is less than its face value, the value of that Pledged Receivable as at the date on which the foreclosure takes place pursuant to paragraph (i) above, as determined by an expert appointed by the Beneficiaries as described below (the **Enforcement Value**):
      - I. the expert will be an internationally renowned independent auditing firm;
      - II. if that firm refuses, or is not in a position, to complete the relevant review within sixty (60) calendar days of its appointment, the expert for this purpose will be any other firm specialising in the valuation of receivables appointed by the Security Agent and the Security Provider;

- III. if the Security Agent and the Security Provider fail to agree on an alternative expert within fifteen (15) calendar days, the Security Agent and the Security Provider, or either of them, will request the President of the Paris Commercial Court (*Tribunal de commerce de Paris*) acting by way of summary proceedings (*référé*) to appoint an expert among international and independent auditing firms. The decision of the President of the Paris Commercial Court will be final;
  - IV. the expert may carry out all diligences which it considers necessary in order to fulfil its mission and may in particular obtain from the relevant Security Provider any documents and any information;
  - V. the Enforcement Value determined by the expert will be final and binding on the Parties, in the absence of manifest error (*erreur grossière*) acknowledged by the President of the Commercial Court of Paris (*Président du Tribunal de Commerce de Paris*); and
  - VI. in the event of a manifest error (*erreur grossière*) in the determination of the value of the foreclosed relevant Receivables, such error being acknowledged by the President of the Commercial Court of Paris (*Président du Tribunal de Commerce de Paris*), a new expert shall be appointed in accordance with the same terms and conditions as referred to in this paragraph (b).
- (iii) In accordance with article 2366 of the Civil Code, any amount received by the Beneficiaries under this Clause in excess of the then outstanding amount of the Secured Liabilities must be returned to the relevant Security Provider on the date and in the manner set forth in the Subordination Agreement.

### 8.3 Partial enforcement

Following the enforcement of any Pledge in accordance with Clause 8.2 (Procedure for enforcement) and until the expiry of the Security Period, the Beneficiaries may enforce any Pledge and exercise their rights set out in this Clause 8 (Enforcement of security) in respect of any future Pledged Receivable.

## 9. APPLICATION OF PROCEEDS

Any moneys received by the Security Agent under this Agreement must be applied by the Security Agent in or towards the payment of the Secured Liabilities in accordance with the Common Terms Agreement and/or the Subordination Agreement.

## 10. DELEGATION

### 10.1 Power of attorney

To the extent permitted by law, upon the occurrence of a Declared Default, the Security Agent and any other Beneficiary may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under or in connection with this Agreement.

### 10.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the relevant Beneficiary may think fit.

## **11. CHANGES TO THE PARTIES**

### **11.1 General**

Any right, privilege, power and action of the Beneficiaries will inure to the benefit of their respective successors and assigns as contemplated in this Clause and in accordance with the Finance Documents.

### **11.2 Security Provider**

No Security Provider may assign, transfer or novate any of its rights or obligations under this Agreement without the consent of the Beneficiaries.

### **11.3 Beneficiaries**

- (a) Each Beneficiary may assign, transfer or novate any of its rights and obligations under this Agreement in the manner permitted under the Common Terms Agreement.
- (b) If a Beneficiary transfers by way of a novation all or part of its rights and obligations under the Finance Documents, the Parties expressly agree that all security interest, rights, powers, privileges and actions of that Beneficiary under this Agreement and under the Pledge will be reserved in favour of its successors, in accordance with the provisions of paragraph 2 of article 1334 of the Civil Code.

## **12. MISCELLANEOUS**

### **12.1 Amendments**

Unless otherwise agreed in the Finance Documents and subject to any formality required by law, any term of this Agreement may be amended by an agreement in writing between the Parties.

### **12.2 No amendment of the Common Terms Agreement and/or the French Individual Loan Agreement**

This Agreement has the sole objective of establishing any Pledge for the benefit of the Beneficiaries and does not have the objective or effect of modifying the rights or obligations set out in the Common Terms Agreement and/or the French Individual Loan Agreement.

### **12.3 Waivers and remedies cumulative**

- (a) The rights and remedies of the Beneficiaries under this Agreement:
  - (i) may be exercised as often as necessary;
  - (ii) are cumulative and not exclusive of its rights under the general law; and
  - (iii) may be waived only in writing and specifically.
- (b) Delay in exercising or non-exercise of any right or remedy is not a waiver of that right or remedy.
- (c) Single or partial exercise of any right or remedy will not prevent any further or other exercise of that right or remedy or the exercise of any other right or remedy.

**12.4 No responsibility or waiver of responsibility**

- (a) To the fullest extent permitted by law, the Beneficiaries will not be liable to any Security Provider, any other Beneficiary or any other person for any cost, expense, loss or liability arising from:
- (i) the exercise of a right or privilege under this Agreement; or
  - (ii) any act, default, omission or misconduct on the part of any Beneficiary or any of its delegate or sub-delegate, in relation to the exercise of its rights under this Agreement,
- unless directly caused by its gross negligence (*faute lourde*) or wilful misconduct (*dol*).

**12.5 Prevailing agreement**

To the extent permitted by law, where there is any inconsistency or conflict between the terms of this Agreement and the terms of the Common Terms Agreement or, as applicable, the Subordination Agreement, the terms of the Common Terms Agreement or, as applicable, of the Subordination Agreement shall prevail.

**12.6 No hardship**

Each Party hereby acknowledges that the provisions of article 1195 of the Civil Code shall not apply to it with respect to its obligations under the Finance Documents and that it shall not be entitled to make any claim under article 1195 of the Civil Code.

**13. SEVERABILITY**

If a term or a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term or provision of this Agreement; or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other term or provision of this Agreement.

**14. RELEASE**

At the end of the Security Period or earlier if expressly authorised under the Finance Documents, the Security Agent, acting for and on behalf of the Beneficiaries, must, at the request and cost of a Security Provider, take whatever action is necessary to release the relevant Pledge.

**15. NOTICES****15.1 In writing and effectiveness**

Any communication in connection with this Agreement must be made, and will be effective, in the manner set out in clause 20 (Notices) of the Subordination Agreement.

**15.2 Contact details**

The contact details of each Party for all communications in connection with this Agreement are those set out in clause 20 (Notices) of the Subordination Agreement.

## 16. SECURITY AGENT

- (a) The Security Agent executes this Agreement as security agent in the exercise of the powers and authority conferred and vested in it under the Common Terms Agreement and any other Finance Document for and on behalf of the Finance Parties for whom it acts. It will exercise its powers and authority under this Agreement in the manner provided for in the Common Terms Agreement and, in so acting, the Security Agent shall have the protections, immunities, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Common Terms Agreement and the other Finance Documents.
- (b) The Security Agent shall not owe any fiduciary duties to any party to this Agreement or any of their directors, employees, agents, or affiliates.
- (c) Notwithstanding any other provision of this Agreement, in acting under and in accordance with this Agreement the Security Agent is entitled to seek instructions from the Finance Parties in accordance with the provisions of the Common Terms Agreement and at any time, and where it so acts or refrains from acting on the instructions of a Finance Party or Finance Parties entitled to give it instructions, the Security Agent shall not incur any liability to any person for so acting or refraining from acting.

## 17. LANGUAGE

- (a) This Agreement is executed in the English language.
- (b) Notwithstanding paragraph (a) above, the Pledge Notice will be signed in the French language only. Only the French version of these notices will be binding.

## 18. ELECTRONIC SIGNATURE

This Agreement is entered into on the date stated at the beginning of this Agreement. The Parties agreed to sign electronically this Agreement in accordance with the provisions of articles 1366 et seq. of the French Code civil through the DocuSign® platform ([www.docusign.com](http://www.docusign.com)). As such, the Parties acknowledge that, in accordance with the provisions of article 1366 of the French Code civil, the electronic signature has the same value as a handwritten signature and undertake not to dispute the content, integrity or evidential value of this letter on the sole ground that it has been regularized on an electronic platform and not on paper.

This process enables each Party to have a copy on a durable material or to have access to it, in accordance with the provisions of article 1375 of the French Code civil.

## 19. GOVERNING LAW

This Agreement is governed by French law.

## 20. JURISDICTION

The Commercial Court of Paris (*Tribunal de commerce de Paris*) has exclusive jurisdiction to settle any dispute in connection with this Agreement or any documents or instruments delivered pursuant to it.

## 21. ELECTION OF DOMICILE

Each Security Provider irrevocably elect domicile at the registered office of the Debtor for the service of process in any proceedings before the Commercial Court of Paris (*Tribunal de commerce de Paris*).

## **SCHEDULE 1**

### **SECURITY PROVIDERS**

**EEIP II FRANCE HOLDCO LIMITED**, an English law limited liability company whose registered office is at Lynton House 7-12 Tavistok Square WC1H 9BQ London, registered with the Company House under number 13345637 (**EEIP II France Holdco Limited**).

**EEIP II HOLDCO 2 LIMITED**, an English law limited liability company whose registered office is at Lynton House 7-12 Tavistok Square WC1H 9BQ London, registered with the Company House under number 13340788.

## **SCHEDULE 2**

### **ORIGINAL BENEFICIARIES**

**(a) The Lead Arranger**

**SOCIETE GENERALE**, a *société anonyme* incorporated under the laws of France, having its registered office at 29, boulevard Haussmann in Paris (75009) and registered under the Registry of Commerce and Companies of Paris under sole identification number 552 120 222.

**(b) The Facility Agent**

**CBRE LOAN SERVICES LIMITED**, a limited liability company incorporated in England and Wales (company number 5469838) whose registered office is at St Martins Court, 10 Paternoster Row, London, EC4M 7HP.

**(c) The Security Agent**

**CBRE LOAN SERVICES LIMITED**, a limited liability company incorporated in England and Wales (company number 5469838) whose registered office is at St Martins Court, 10 Paternoster Row, London, EC4M 7HP.

**(d) The Initial Lender**

**SOCIETE GENERALE**, a *société anonyme* incorporated under the laws of France, having its registered office at 29, boulevard Haussmann in Paris (75009) and registered under the Registry of Commerce and Companies of Paris under sole identification number 552 120 222.



### SCHEDULE 3

#### FORM OF PLEDGE NOTICE

#### PART 1

#### FORM OF PLEDGE NOTICE (FRENCH)

#### NOTIFICATION DE NANTISSEMENT

A : [Nom du débiteur de la créance nantie]  
[Adresse]

A l'attention de : [●]

#### LETTRE RECOMMANDÉE AVEC AVIS DE RÉCEPTION

[Date]

**Objet : Notification de nantissement**

Messieurs,

1. Nous vous notifions qu'aux termes d'un contrat de nantissement de créances (le **Contrat de Nantissement**) conclu le [●] entre, notamment, la société EEIP II FRANCE HOLDCO LIMITED et EEIP II HOLDCO 2 LIMITED en qualité de Constituants (*Security Providers*) (les **Constituants**) et CBRE Loan Services Limited en qualité d'Agent des Sûretés (*Security Agent*) (l'**Agent des Sûretés**), les Constituants ont consenti un nantissement conformément aux articles 2355 et suivants du Code civil et à l'article L. 521-1 du Code de commerce (le **Nantissement**) sur les créances dont vous êtes débiteur à son égard au titre de [décrire le ou les contrats donnant naissance aux créances nanties] (les **Créances Nanties**). Une copie du Contrat de Nantissement est jointe en annexe de cette notification pour votre référence.
2. Conformément aux dispositions de l'article 2363 du Code civil, et à compter de la réception par vous de cette notification, seul l'Agent des Sûretés, agissant au nom et pour le compte des créanciers bénéficiant du Nantissement, peut valablement recevoir paiement des Créances Nanties.

En conséquence, nous vous demandons, à compter de cette notification de paiement direct et jusqu'à la réception par vous d'une notification contraire de notre part, de :

- (a) cesser tout paiement des Créances Nanties entre les mains du Constituant ; et
- (b) vous acquitter des Créances Nanties, dès qu'elles seront dues, entre les mains de [Nom de l'Agent des Sûretés], par virement au crédit du compte bancaire dont les références sont les suivantes :

IBAN (International Bank Account Number) : [IBAN]

BIC (Bank Identification Code) : [BIC].

Nous vous prions de croire, Messieurs, en l'assurance de notre considération distinguée.

---

**[AGENT DES SÛRETÉS]**

En qualité d'Agent des Sûretés (*Security Agent*) aux termes du Contrat de Nantissement et du Contrat-Cadre

**ANNEXE A LA NOTIFICATION DE NANTISSEMENT**  
**CONTRAT DE NANTISSEMENT**

PART 2

FORM OF PLEDGE NOTICE (ENGLISH)

[TRANSLATION FOR INFORMATION PURPOSES ONLY]

PLEDGE NOTICE

To: [Name of Debtor]  
[Address]

Attention : [●]

[Date]

REGISTERED MAIL WITH ACKNOWLEDGMENT OF RECEIPT

Notice of pledge

Dear Sirs,

1. We notify you that, under a master receivable pledge agreement dated [●] (the Pledge Agreement) made between among others EEIP II FRANCE HOLDCO LIMITED and EEIP II HOLDCO 2 LIMITED as Security Providers and CBRE Loan Services Limited as Security Agent, the Security Providers granted a pledge over the receivables which you owe to it under [*describe Underlying Agreement[s]*] (the Pledged Receivables) in accordance with article L. 521-1 of the French Commercial Code and articles 2355 *et seq.* of the French Civil Code (the Pledge). A copy of the Pledge Agreement is attached to this notice for your reference.
2. In accordance with article 2363 of the Civil Code and upon receipt by you of this notice, only the Security Agent, acting for and on behalf of the creditors benefiting from the Pledge may receive payment of the Pledged Receivables.

Therefore, we instruct you, upon receipt of this notice and until you receive a notice in writing from us revoking it, to:

- (a) stop paying the Pledged Receivables to the Security Provider; and
- (b) make any payment due under the Pledged Receivable directly to CBRE Loan Services Limited by transfer to the bank account referred to below:

IBAN: [●]

BIC: [●].

Yours sincerely,

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[SECURITY AGENT]  
As Security Agent under the Pledge Agreement

**SCHEDULE TO THE PLEDGE NOTICE**  
**PLEDGE AGREEMENT**

## SIGNATORIES

Signed by DocuSign (advance level) on 15 September 2021

### Security Providers

#### EEIP II FRANCE HOLDCO LIMITED

Signature: [REDACTED]  
Name: John Peter LLOYD  
Title: authorised signatory

Signature: [REDACTED]  
Name: James Peter Stuart GOLUNSKI  
Title: authorised signatory

#### EEIP II HOLDCO 2 LIMITED

Signature: [REDACTED]  
By: John Peter LLOYD  
Title: authorised signatory

Signature: [REDACTED]  
By: James Peter Stuart GOLUNSKI  
Title: authorised signatory

### Debtor

#### EEIP II FRANCE 1

Signature: [REDACTED]  
By: Steeve SIMONETTI  
Title: manager (*gérant*)

**The Security Agent**

**CBRE LOAN SERVICES LIMITED**

Signature: [REDACTED]  
By: Moynul ISLAM  
Title: authorised signatory

**The Original Beneficiaries**

**Represented by the Security Agent**

Signature: [REDACTED]  
By: Moynul ISLAM  
Title: authorised signatory