



**Registration of a Charge**

Company Name: **G4S CARE AND JUSTICE SERVICES (UK) LIMITED**

Company Number: **00390328**



XCDRB8FL

Received for filing in Electronic Format on the: **09/10/2023**

**Details of Charge**

Date of creation: **04/10/2023**

Charge code: **0039 0328 0012**

Persons entitled: **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (COLLATERAL AGENT)**

Brief description: **NOT APPLICABLE.**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**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: **JADE CARINE**



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

Company number: 390328

Charge code: 0039 0328 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th October 2023 and created by G4S CARE AND JUSTICE SERVICES (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th October 2023 .

Given at Companies House, Cardiff on 12th October 2023

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**

Date: 04 October 2023

**SUPPLEMENTAL DEBENTURE**

between

**THE CHARGORS LISTED HEREIN**

as Initial Chargors

and

**CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**

as Collateral Agent

This Supplemental Debenture is entered into subject to the terms of the Loan Documents (as defined below) and the Intercreditor Agreements.

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## Table of Contents

|    |                                                   | Page |
|----|---------------------------------------------------|------|
| 1  | Interpretation.....                               | 1    |
| 2  | Covenant to Pay.....                              | 7    |
| 3  | Charging Provisions.....                          | 7    |
| 4  | Protection of Security .....                      | 11   |
| 5  | Rights of Chargors .....                          | 14   |
| 6  | Continuing Security .....                         | 14   |
| 7  | Enforcement of Security .....                     | 15   |
| 8  | Receivers.....                                    | 16   |
| 9  | Application of Proceeds.....                      | 17   |
| 10 | Protection of Collateral Agent and Receiver ..... | 18   |
| 11 | Power of Attorney.....                            | 19   |
| 12 | Protection for Third Parties.....                 | 19   |
| 13 | Deferral of Chargor rights.....                   | 19   |
| 14 | Discharge Conditional .....                       | 20   |
| 15 | Covenant to Release.....                          | 20   |
| 16 | Ruling Off.....                                   | 20   |
| 17 | Redemption of Prior Charges.....                  | 20   |
| 18 | Changes to Parties.....                           | 20   |
| 19 | Miscellaneous .....                               | 21   |
| 20 | Notices .....                                     | 22   |
| 21 | Contractual recognition of Bail-In.....           | 22   |
| 22 | Governing Law and Jurisdiction.....               | 23   |
|    | SCHEDULE 1 Shares.....                            | 25   |
|    | SCHEDULE 2 Initial Chargors .....                 | 28   |
|    | SCHEDULE 3 Third Party Security Providers.....    | 29   |
|    | SCHEDULE 4 Form of Security Accession Deed .....  | 30   |

This Supplemental Debenture is made on 04 October 2023.

## PARTIES

- (1) The companies detailed in Schedule 2 (*Initial Chargors*) (each an *Initial Chargor* and together, the *Initial Chargors*);
- (2) The companies detailed in Schedule 3 (*Third Party Security Providers*) (each a *TPSP* and together, the *TPSPs*); and
- (3) **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH** as collateral agent for itself and the other Secured Parties (the *Collateral Agent*),  
  
(each, a *Party* and together, the *Parties*).

## Recitals

This deed is supplemental to the Original Debenture and the Existing Security Accession Deed (each as defined below).

It is agreed as follows:

### 1 Interpretation

#### 1.1 Definitions

In this Supplemental Debenture:

*ABL Intercreditor Agreement* means the *ABL Intercreditor Agreement* as defined in the Credit Agreement;

*Acceleration Event* means:

- (a) the Administrative Agent exercising any of its rights under sub-paragraphs (i) to (iii) of the penultimate paragraph of Section 7.01 of the Credit Agreement; or
- (b) the Secured Obligations under the Credit Agreement becoming automatically due and payable (without any exercise by the Administrative Agent) in accordance with applicable law or by operation of any automatic acceleration provisions of the Loan Documents.

*Additional Chargor* means any person which becomes a party to this Supplemental Debenture by executing a Security Accession Deed and grants Security over those of its assets specified in such Security Accession Deed;

*Administrative Agent* means Credit Suisse AG, Cayman Islands Branch;

*Agreed Security Principles* means the *Agreed Security Principles* as defined in the New Credit Agreement;

*Bank Accounts* means, in relation to a Chargor (other than, for the avoidance of doubt, Atlas Luxembourg 3 SCSp and each TPSP), all material current, deposit or other accounts opened or maintained by that Chargor in England and Wales from time to time, including the debt or debts represented thereby and all Related Rights.

*Charged Property* means all the assets and undertakings which from time to time are mortgaged, charged or assigned to, or subject to the security created or expressed to be created in favour of, the Collateral Agent by or pursuant to the Original Debenture, the Existing Security Accession Deed, this Supplemental Debenture and any other Security Accession Deeds;

**Chargor** means:

- (a) each Initial Chargor;
- (b) each TPSP; and
- (c) each Additional Chargor.

**Company** means G4S Limited;

**Credit Agreement** means the credit agreement originally dated 12 July 2019, between, amongst others, Allied Universal Topco LLC as initial holdings, Allied Universal Holdco LLC as borrower, the lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch as administrative agent and collateral agent, and the other parties thereto, as amended on 1 June 2023 and as further amended, restated, amended and restated extended, supplemented or otherwise modified from time to time;

**Customary Intercreditor Agreement** means *Customary Intercreditor Agreement* as defined in the Credit Agreement;

**Existing Security Accession Deed** means the English law governed security accession deed to the Original Debenture dated 20 October 2021 between the Initial Chargors (as defined therein) and Credit Suisse AG, Cayman Branch as Collateral Agent entered into in connection with the Secured Obligations (under and as defined in the Credit Agreement);

**Group** means the *Group* as defined in the New Credit Agreement;

**Intercreditor Agreements** means the ABL Intercreditor Agreement, Pari Passu Intercreditor Agreement and (if applicable) any Second Lien Intercreditor Agreement (as applicable).

**Intra-Group Debt Documents** means, in relation to a Chargor (other than, for the avoidance of doubt, Atlas Luxembourg 3 SCSp and each TPSP), all material, structural, long-term, documented intra-group loans (if any) entered into from time to time by that Chargor as lender and a Material Subsidiary or a Loan Party as borrower;

**Loan Documents** means *Loan Documents* as defined in the Credit Agreement;

**Loan Parties** means *Loan Parties* as defined in the Credit Agreement;

**Material Subsidiary** means *Material Subsidiary* as defined in the Agreed Security Principles;

**New Credit Agreement** means the credit agreement dated 8 April 2021, between, amongst others, Allied Universal Topco LLC as initial holdings, Allied Universal Holdco LLC as the parent borrower, Atlas LuxCo 4 S.à r.l. as the lux borrower, the lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch as administrative agent and collateral agent, and the other parties thereto, as amended on 14 May 2021, 23 November 2021, 11 May 2023, 15 August 2023 and as amended, restated, amended and restated extended, supplemented or otherwise modified from time to time;

**Original Debenture** means the English law governed debenture dated 8 April 2021 between the Initial Chargors and Credit Suisse AG, Cayman Islands Branch as Collateral Agent, entered into in connection with the Secured Obligations (under and as defined in the Credit Agreement);

**Other Security Agreements** means:

- (a) the Original Debenture and Existing Security Accession Deed;

- (b) the English law governed debenture dated 14 May 2021 between the Initial Chargors (as defined therein) and Wilmington Trust, National Association as Notes Collateral Agent, entered into in connection with the Secured Obligations (under and as defined in the indenture dated 12 July 2019, between, among others, Allied Universal Holdco LLC and Wilmington Trust, National Association as trustee and notes collateral agent);
- (c) the English law governed debenture dated 14 May 2021 between the Initial Chargors (as defined therein) and Wilmington Trust, National Association as Notes Collateral Agent, entered into in connection with the Secured Notes Obligations (under and as defined in the indenture dated 14 May 2021, between, among others, Allied Universal Holdco LLC and Wilmington Trust, National Association as trustee and notes collateral agent); and
- (d) the English law governed debenture dated 8 April 2021 (as supplemented pursuant to a first supplemental debenture dated 14 May 2021, a second supplemental debenture dated 21 April 2022, a third supplemental debenture dated 04 October 2023 and as further supplemented from time to time) between the Initial Chargors and Credit Suisse AG, Cayman Islands Branch as Collateral Agent, entered into in connection with the Secured Obligations (under and as defined in the New Credit Agreement) (the **2021 Credit Agreement Debenture**).

***Pari Passu Intercreditor Agreement*** means the *Pari Passu Intercreditor Agreement* as defined in the Credit Agreement;

***Receiver*** means a receiver appointed pursuant to this Supplemental Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Collateral Agent is permitted by law to appoint an administrative receiver, includes an administrative receiver;

***Related Rights*** means:

- (a) in relation to Shares:
  - (A) all dividends, distributions and other income paid or payable on a Share; and
  - (B) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share (whether by way of conversion, redemption, bonus, preference, option or otherwise); and
- (b) in relation to any other asset:
  - (A) the net proceeds of sale of any part of that asset;
  - (B) all rights and benefits under any licence, assignment, agreement for sale or agreement for lease in respect of that asset;
  - (C) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
  - (D) any moneys and proceeds received by or paid or payable in respect of that asset.

***Second Lien Intercreditor Agreement*** means the *Second Lien Intercreditor Agreement* as defined in the Credit Agreement;

***Secured Obligations*** means the *Secured Obligations* as defined in the Credit Agreement;

***Secured Parties*** means the *Secured Parties* as defined in the Credit Agreement;

***Security*** means any mortgage, charge (fixed or floating), pledge, lien or other security interest securing any obligation of any person and any other agreement entered into for the purpose and having the effect of conferring security or any arrangement having a similar effect;

**Security Accession Deed** means a deed executed by a member of the Group substantially in the form set out in Schedule 2 (*Form of Security Accession Deed*);

**Shares** means in relation to a Chargor, all shares owned by it from time to time in each Material Subsidiary and each Loan Party which is incorporated in England and Wales, including as specified in Schedule 1 (*Shares*) and as specified in Schedule 1 of any relevant Security Accession Deed; and

**This Security** means the Security constituted or expressed to be constituted in favour of the Collateral Agent by or pursuant to this Supplemental Debenture.

## 1.2 Construction

In this Supplemental Debenture, unless a contrary intention appears, a reference to:

- (a) an **agreement** includes any legally binding arrangement, concession, contract, deed or franchise (in each case whether oral or written);
- (b) an **amendment** includes any amendment, supplement, variation, novation, modification, replacement or restatement and **amend**, **amending** and **amended** shall be construed accordingly;
- (c) **assets** includes present and future properties, revenues and rights of every description;
- (d) this **Supplemental Debenture** includes, in respect of any Chargor (other than an Initial Chargor and TPSP), any Security Accession Deed hereto;
- (e) **including** means including without limitation and includes and included shall be construed accordingly;
- (f) **losses** includes losses, actions, damages, claims, proceedings, costs, demands, expenses (including fees) and liabilities and **loss** shall be construed accordingly;
- (g) **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality); and
- (h) a **Chargor** in relation to any Charged Property is, if that Chargor holds any right, title or interest in that Charged Property jointly with any other Chargor, a reference to those Chargors jointly.
- (i) **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

## 1.3 Limited Recourse

Notwithstanding any other provision of this Supplemental Debenture or any other Loan Document, it is expressly agreed and understood that:

- (a) the recourse of any Secured Party to each TPSP under this Supplemental Debenture shall at all times be limited to each TPSP's Charged Property and to the proceeds of sale or other realisation thereof and, subject to the foregoing, the Secured Parties shall not have recourse to each TPSP generally or to any other assets of each TPSP; and
- (b) each TPSP's liability to the Secured Parties pursuant to or otherwise in connection with this Supplemental Debenture shall be (A) limited in aggregate to an amount equal to that recovered as a result of enforcement of this Supplemental Debenture with respect to each



TPSP's Charged Property; and (B) satisfied only from the proceeds of sale or other disposal or realisation of each TPSP's Charged Property pursuant to this Supplemental Debenture.

#### 1.4 Other References and Interpretation

- (a) In this Supplemental Debenture, unless a contrary intention appears, a reference to:
  - (i) any Secured Party, Loan Party, Chargor, Collateral Agent, TPSP or any other person is, where relevant, deemed to be a reference to or to include, as appropriate, that person's (and any subsequent) successors in title, permitted assignees and transferees and, in the case of the Collateral Agent, any person for the time being appointed as Collateral Agent or Collateral Agents (and any subsequent successors) in accordance with the Loan Documents;
  - (ii) any Loan Document or other agreement or instrument is to be construed as a reference to that agreement or instrument as amended, novated, varied, released, supplemented, extended, restated or replaced (in each case, however fundamentally), including by way of increase of the facilities or other obligations or addition of new facilities or other obligations made available under them or accession or retirement of the parties to these agreements but excluding any amendment or novation made contrary to any provision of any Loan Document;
  - (iii) any clause or schedule is a reference to, respectively, a clause of, and schedule to, this Supplemental Debenture and any reference to this Supplemental Debenture includes its schedules;
  - (iv) an Acceleration Event is *continuing* if it has not been remedied or waived or otherwise ceases to be continuing in accordance with the terms of the relevant Loan Document; and
  - (v) a provision of law is a reference to that provision as amended or re-enacted.
- (b) The index to and the headings in this Supplemental Debenture are inserted for convenience only and are to be ignored in construing this Supplemental Debenture.
- (c) Words importing the plural shall include the singular and vice versa.
- (d) This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Collateral Agent has executed it under hand only.
- (e) Notwithstanding any other provision of this Supplemental Debenture, the Security constituted in relation to the trusts created by this Supplemental Debenture and the exercise of any right or remedy by the Collateral Agent hereunder shall be subject to the Intercreditor Agreements.
- (f) The obligations of each Chargor under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Debenture by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994.
- (g) Section 1 of the Trustee Act 2000 shall not apply to the duties of the Collateral Agent in relation to the trusts created by this Supplemental Debenture or any other Loan Document.

#### 1.5 Incorporation by Reference

Unless otherwise defined in this Supplemental Debenture, words and expressions defined in the Intercreditor Agreements or the Credit Agreement shall have the same meanings when used in this Supplemental Debenture. In the event of any conflict or inconsistency between the terms of this

Supplemental Debenture and the terms of the Loan Documents (including, if applicable, the Intercreditor Agreements and any Customary Intercreditor Agreement), the terms of the Loan Documents (including, if applicable, the Intercreditor Agreements and any Customary Intercreditor Agreement) will prevail.

#### 1.6 Third Party Rights

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

#### 1.7 Permitted Transactions

- (a) Notwithstanding anything to the contrary in this Supplemental Debenture (and without prejudice to the terms of the Intercreditor Agreements or any other Loan Document in relation to the requirement for the Collateral Agent to enter into documentation in relation to this Supplemental Debenture (including giving effect to any releases or re-assignments hereunder)), the terms of this Supplemental Debenture shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step (or a Chargor taking or entering into the same) or dealing in any manner whatsoever in relation to the Charged Property (including all rights, claims, benefits, proceeds and documentation, and contractual counterparties in relation thereto) the subject of (or expressed to be the subject of) this Supplemental Debenture if not prohibited by the Loan Documents and/or the Intercreditor Agreements or where the consent of the Required Lenders (as defined in the Credit Agreement) (*Required Creditor Consent*) has been obtained and the Collateral Agent shall promptly enter into such documentation and/or take such other action as is required by a Chargor (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, provided that any costs and expenses incurred by the Collateral Agent entering into such documentation and/or taking such other action at the request of such Chargor pursuant to this Clause 1.7 (*Permitted Transactions*) shall be for the account of such Chargor, subject to section 9.03 (*Expenses; Indemnity; Damage Waiver*) of the Credit Agreement.
- (b) Notwithstanding anything to the contrary in this Debenture, until the occurrence of an Acceleration Event which is continuing, each Chargor and TPSP shall continue to have the sole right to (without any notice to or consent of any Secured Party): (i) deal with, operate or transact business in relation to any Charged Property (including opening and closing any Bank Accounts); and (ii) amend, waive, terminate or allow to lapse any rights, benefits and/or obligations in respect of such Charged Property, in each case, other than to the extent agreed to be restricted pursuant to the other Loan Documents (save where Required Creditor Consent has been obtained).

#### 1.8 Other Security Agreements

- (a) Notwithstanding any other provision of this Supplemental Debenture:
  - (i) if a right or asset has been assigned by a Chargor under any Other Security Agreement and that Chargor purports to assign the same asset or right under this Supplemental Debenture, the assignment under this Supplemental Debenture will instead take effect as a charge over that Chargor's remaining rights in respect of the relevant asset or right while any Other Security Agreement remains valid, binding and enforceable; and
  - (ii) where this Supplemental Debenture purports to create a first fixed charge over any assets over which a Chargor granted a fixed charge under the Original Debenture and the Existing Security Accession Deed, that security interest will be a junior

ranking charge subject to the charge created by the Original Debenture and the Existing Security Accession Deed until such time as the security interest created by the Original Debenture and the Existing Security Accession Deed has no, or ceases to have effect;

and, for so long as any Other Security Agreement remains in force and effect, any reference in this Supplemental Debenture to an asset secured under any Other Security Agreement being assigned or the security over any asset secured under any Other Security Agreement being first ranking or secured with full title guarantee, shall be construed accordingly and no breach or default shall arise under this Supplemental Debenture or any other Loan Document as a result of the execution of or the existence of any security interest created (or purported to be created) under any Other Security Agreement or this Supplemental Debenture and the terms of the Other Security Agreements, this Supplemental Debenture and the other Loan Documents shall be construed accordingly so that there shall be no such breach or default.

- (b) Notwithstanding any other provision of this Supplemental Debenture, to the extent a Chargor has delivered and/or deposited any deeds, documents of title, certificates, evidence of ownership or related documentation (the Deliverables) to or with either the Applicable Collateral Agent (as defined in the Pari Passu Intercreditor Agreement) or the ABL Representative (as defined in the ABL Intercreditor Agreement) in each case in accordance with the Intercreditor Agreements (including pursuant to any Other Security Agreement) and, as a result of this, the Chargor is unable to also deliver and/or deposit such Deliverables to or with the Collateral Agent under this Supplemental Debenture, the Chargor will be deemed to have complied with the relevant obligations with respect to the delivering and/or depositing such Deliverables herein.

## **2 Covenant to Pay**

Subject to any limits on its liability specified in the Loan Documents and/or the Intercreditor Agreements, each Chargor covenants, as primary obligor and not only as surety, with the Collateral Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Collateral Agent).

## **3 Charging Provisions**

### **3.1 Security over Shares**

Subject to Clause 3.6 (*Excluded Assets*) (and on the basis that the priority of the charge constituted by this Clause 3.1 shall be subject to the Intercreditor Agreements), each Initial Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Collateral Agent with full title guarantee, by way of fixed charge all of its Shares and all corresponding Related Rights.

### **3.2 Security over Bank Accounts**

Subject to Clause 3.6 (*Excluded Assets*) (and on the basis that the priority of the charge constituted by this Clause 3.2 shall be subject to the Intercreditor Agreements), each Initial Chargor (other than Atlas Luxembourg 3 SCSp and each TPSP), as continuing security for the payment of the Secured Obligations, charges in favour of the Collateral Agent with full title guarantee the Bank Accounts and all corresponding Related Rights.

### **3.3 Security Assignment**

Subject to Clause 3.6 (*Excluded Assets*) (and on the basis that the priority of the assignment constituted by this Clause 3.3 shall be subject to the Intercreditor Agreements), and as continuing

security for the payment of the Secured Obligations, each Chargor (other than Atlas Luxembourg 3 SCSp and each TPSP) assigns absolutely by way of security with full title guarantee to the Collateral Agent all its rights, title and interest from time to time in and to the Intra-Group Debt Documents and all Related Rights, provided that on payment and discharge in full of the Secured Obligations the Collateral Agent will promptly re-assign the relevant Intra-Group Debt Documents to the relevant Chargor (or as such Chargor shall direct).

### 3.4 Floating Charge

- (a) Subject to Clause 3.6 (*Excluded Assets*) (and on the basis that the priority of the charge constituted by this Clause 3.4 shall be subject to the Intercreditor Agreements), as further continuing security for the full payment of the Secured Obligations, each Initial Chargor (other than Atlas Luxembourg 3 SCSp and each TPSP) charges with full title guarantee in favour of the Collateral Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to this Clause 3.4.

### 3.5 Conversion of a Floating Charge

- (a) The Collateral Agent may, by prior written notice to the relevant Chargor, convert the floating charge created under this Supplemental Debenture into a fixed charge with immediate effect as regards those assets which it specifies in the notice, if:
  - (i) an Acceleration Event has occurred and is continuing; or
  - (ii) it is necessary to do so in order to protect the priority of the Security created in favour of the Collateral Agent under this Supplemental Debenture over any assets, where the relevant Chargor creates or purports to create Security over such assets, save where such Chargor is not prohibited from creating such Security under the Loan Documents or where the Collateral Agent has given prior written consent.
- (b) The floating charge created under this Supplemental Debenture will automatically (without notice) and immediately be converted into a fixed charge over any asset charged under the floating charge created under this Supplemental Debenture if:
  - (i) the relevant Chargor creates (or purports to create) any Security over such asset, other than to the extent not prohibited by the Loan Documents or where Required Creditor Consent has been obtained or with the prior consent of the Collateral Agent; or
  - (ii) the relevant Chargor is or is deemed to be or is declared for the purposes of any applicable law to be, unable to or admits its inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors generally or any class of them (other than the Secured Parties) for the rescheduling any of its financial indebtedness.
- (c) The obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing any floating charge created by this Supplemental Debenture to crystallise or causing restrictions which would not otherwise apply to be imposed as the disposal or property by the relevant Chargor or a ground for the appointment of the Receiver.

### 3.6 Excluded Assets

- (a) Unless otherwise expressly agreed in writing between the relevant Chargor and the Collateral Agent after the date on which it becomes a party to this Supplemental Debenture, there shall be excluded from the Security created by Clause 3 (*Charging Provisions*), from the other provisions of this Supplemental Debenture and from the operation of any further assurance provisions contained in the Loan Documents:
- (i) any asset or undertaking which a Chargor is at any time prohibited (whether conditionally or unconditionally) from creating Security on or over by reason of any legal requirement, contract, licence, lease, instrument, regulatory constraint (including any agreement with any government or regulatory body) or other arrangement with a third party which may prevent or condition the asset from being charged, secured or being subject to this Supplemental Debenture (including any asset or undertaking which a Chargor is precluded from creating Security on or over without the prior consent of a third party, supervisory board or works council (or equivalent)) in each case to the extent of that prohibition and for so long as such prohibition is in existence or until consent has been received from the third party;
  - (ii) any asset or undertaking which, if subject to any such Security or the provisions of this Supplemental Debenture, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of any member of the Group in respect of that asset or undertaking or require the relevant Chargor and/or any member of the Group to take any action materially adverse to the interests of the Group or any member thereof, in each case to the extent of that prohibition and for so long as such prohibition is in existence or until consent has been received from the third party;
  - (iii) any asset or undertaking situated outside England and Wales;
  - (iv) any real property;
  - (v) any shares, ownership interests or investments in a joint venture or similar arrangement (or other minority interest investment), or any member of the Group that is not a Wholly Owned Subsidiary (as defined in the Credit Agreement) of another member of the Group, or any member of the Group which is an Excluded Subsidiary (as defined in the Credit Agreement);
  - (vi) any asset or undertaking subject to security in favour of a third party or any cash, cash equivalent investments or other assets constituting (or segregated as): (x) regulatory and/or restricted capital; and/or (y), customer cash;
  - (vii) any bank account:
    - (A) in which securities or other non-cash assets are or become held or are to be held;
    - (B) which is or becomes subject to any cash pooling or similar arrangement;
    - (C) which is designated at any time or to be designated as a collections or similar account in respect of any factoring or receivables financing arrangement;
    - (D) which is designated at any time as a cash collateral or similar account in respect of any indebtedness; or

- (E) over which a Permitted Lien is or becomes granted or is to be granted, in connection with any indebtedness (other than Permitted Indebtedness under the Loan Documents),

provided that if Security has been granted over any Bank Account which later falls into one or more of the categories set out at (vii)(A) to (vii)(E) above, such Security will be immediately released; and

- (viii) any loan or other *obligation* (within the meaning of Treasury regulation section 1.956-2(d)(2)) of any member of the Group that is a “*United States person*” within the meaning of Section 7701(a)(30) of the Internal Revenue Code, as amended (a *US Person*) under any Loan Document, which shall not be, directly or indirectly:
  - (A) guaranteed by (i) a *controlled foreign corporation* (as defined in Section 957(a) of the Internal Revenue Code) that is owned (within the meaning of Section 958(a) of the Internal Revenue Code) by a member of the Group that is a *United States shareholder* (as defined in Section 951(b) of the Internal Revenue Code) (a *CFC*); or (ii) by an entity substantially all the assets of which consist of equity interests (or equity interests and indebtedness) of one or more CFCs or other FSHCOs (a *FSHCO*), or guaranteed by a subsidiary of a CFC or FSHCO;
  - (B) secured by any assets of a CFC, FSHCO or a subsidiary of a CFC or a FSHCO (including any equity interests held directly or indirectly by a CFC or FSHCO);
  - (C) secured by a pledge or other security interest in excess of 65% of the voting equity interests (and 100% of the non-voting equity interests) of a CFC or FSHCO; or
  - (D) guaranteed by any subsidiary or secured by a pledge of or security interest in any subsidiary or other asset (which, in respect of this sub-paragraph (D) only, only if it would result in material adverse US tax consequences to a member of the Group as reasonably determined by the Chargors and/relevant member of the Group and the Administrative Agent (in its sole discretion),

*provided that*, in the case of paragraphs (i) and (ii), (A) each relevant Chargor shall, upon the written request of the Collateral Agent, use reasonable endeavours (for a period of not more than twenty (20) Business Days and without incurring material costs or taking any action which adversely impacts relationships with third parties) to obtain consent to charging any such material asset or undertaking (where otherwise prohibited) if the Collateral Agent specifies prior to the date of this Supplemental Debenture or, as the case may be, the date of such Chargor’s execution of a Security Accession Deed, that such asset or undertaking is material and the Parent Borrower (as defined in the New Credit Agreement) is satisfied that such endeavours will not involve placing relationships with third parties in jeopardy, and (B) if such prohibition or right to terminate is irrevocably and unconditionally waived or otherwise ceases to apply, the Chargor agrees to take all steps required pursuant to any further assurance clause found in the Loan Documents such that the relevant asset is thereafter included in the Security created by this Clause 3, but otherwise continuing to be subject to this Clause 3.6 (*Excluded Assets*); and *further provided that*, in the case of paragraph (viii), the provisions of such paragraph (viii) shall not apply to Non-U.S. Restricted Subsidiaries (as defined in the New Credit Agreement) which are: (A) incorporated in England and Wales or the Grand Duchy of Luxembourg; and (B) whose shares, to the extent beneficially owned by the *United States shareholders* described in paragraph (viii)(A) above (or equivalent ownership interests in its share capital), are held (directly and indirectly) solely by persons incorporated or organized (as

applicable) in either (x) England and Wales; or (y) the Grand Duchy of Luxembourg; or (z) the United States of America.

- (b) If at any time a Chargor notifies the Collateral Agent that an asset being subject to the Security created by this Clause 3 (*Charging Provisions*) or any other provision of this Supplemental Debenture has a material adverse effect on the ability of the relevant member of the Group to conduct its operations and business in the ordinary course as otherwise permitted by the Loan Documents (including dealing with the Charged Property and all contractual counterparties or amending, waiving or terminating (or allowing to lapse) any rights, benefits or obligations, in each case prior to the occurrence of an Acceleration Event which is continuing) or as otherwise excluded by virtue of this Clause 3.6 (*Excluded Assets*), the Collateral Agent shall promptly enter into such documentation as is required by that Chargor in order to release that asset from the Security created by this Clause 3 (*Charging Provisions*) and the other provisions of this Supplemental Debenture, provided that any costs and expenses reasonably and properly incurred by the Collateral Agent entering into such documentation at the request of such Chargor pursuant to this Clause 3.6 (*Excluded Assets*) shall be for the account of such Chargor (subject to section 9.03 (*Expenses; Indemnity; Damage Waiver*) of the Credit Agreement). The Collateral Agent is entitled to rely absolutely and without any further investigation on any such notification from a Chargor and is irrevocably authorized by each Secured Party to enter into such documentation.

## **4 Protection of Security**

### **4.1 Bank Accounts**

- (a) If requested by the Collateral Agent at any time following the occurrence of an Acceleration Event which is continuing, each relevant Chargor (other than, for the avoidance of doubt, Atlas Luxembourg 3 SCSp and each TPSP) shall, in each case, promptly, upon prior written request by the Collateral Agent, deliver to the Collateral Agent details of any material operating Bank Account maintained by it with any bank or financial institution (other than with the Collateral Agent) as at the date of such request.
- (b) Each applicable Chargor shall, prior to the occurrence of an Acceleration Event which is continuing, be entitled to receive, withdraw or otherwise deal with or transfer any credit balance from time to time on any Bank Account (including the opening and closing of Bank Accounts) and shall be entitled to deal with such Bank Account in any manner not prohibited by the Loan Documents and/or the Intercreditor Agreements including where Required Creditor Consent has been obtained.
- (c) Following the occurrence of an Acceleration Event which is continuing, at any time when there are Secured Obligations outstanding, no applicable Chargor shall be entitled to receive, withdraw or otherwise deal with or transfer any credit balance from time to time on any Bank Account except with the prior consent of the Collateral Agent.
- (d) The Collateral Agent shall, following the occurrence of an Acceleration Event which is continuing, at any time when there are Secured Obligations outstanding, be entitled without notice to apply, transfer or set-off any or all of the credit balances from time to time on any Bank Account charged pursuant to this Supplemental Debenture in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 9 (*Application of Proceeds*).

### **4.2 Intra-Group Debt Documents**

- (a) Each relevant Chargor (other than, for the avoidance of doubt, Atlas Luxembourg 3 SCSp and each TPSP) shall remain liable to perform all its obligations under each Intra-Group Debt Document to which it is a party. Neither the Collateral Agent, any Receiver nor any

delegate appointed by them under this Supplemental Debenture shall be under any obligation or liability to any Chargor or any other person under or in respect of an Intra-Group Debt Document.

- (b) If requested by the Collateral Agent at any time following the occurrence of an Acceleration Event which is continuing, each relevant Chargor (other than, for the avoidance of doubt, Atlas Luxembourg 3 SCSp and each TPSP) shall promptly upon prior written request by the Collateral Agent deliver to the Collateral Agent, and the Collateral Agent shall be entitled to hold, executed copies of each Intra-Group Debt Document to which that applicable Chargor is a party at the date of such request and such other documents relating to the Intra-Group Debt Documents as the Collateral Agent requires.

#### 4.3 Voting and Distribution Rights

- (a) Prior to the occurrence of an Acceleration Event which is continuing:
  - (i) each relevant Chargor shall be entitled to receive and retain all dividends, distributions and other monies paid or payable on or derived from the Shares it owns; and
  - (ii) each relevant Chargor shall be entitled to take all steps and exercise (or refrain from exercising) all rights, powers and discretion (including voting rights) attaching to the Shares it owns and to deal with, receive, own and retain all assets and proceeds in relation thereto without restriction or condition.
- (b) Subject to paragraph (c) below, the Collateral Agent may, at its discretion, following the occurrence of an Acceleration Event which is continuing, (in the name of the relevant Chargor or otherwise and without any further consent or authority from that Chargor):
  - (i) exercise (or refrain from exercising) any voting rights in respect of any Shares (unless the Collateral Agent has notified that Chargor in writing that it wishes to give up this right);
  - (ii) apply all Shares and Related Rights in accordance with Clause 9 (*Application of Proceeds*);
  - (iii) transfer any Shares and Related Rights into the name of such nominee(s) of the Collateral Agent as it shall require; and
  - (iv) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of any Shares (unless the Collateral Agent has notified that Chargor in writing that it wishes to give up this right),

in such manner and on such terms as is consistent with the Loan Documents and the Intercreditor Agreements, and the proceeds of any such action shall form part of the Charged Property.

- (c) If the exercise of rights by the Collateral Agent under paragraph (b) above gives rise to a notifiable acquisition under section 6 of the National Security and Investment Act 2021 (NSIA), the Collateral Agent shall not exercise those rights until it has received the necessary approvals under section 13(2) of the NSIA, and the exercise of those rights will not breach the terms of a final order, if any, made under section 26(3) of the NSIA. For the avoidance of doubt, this paragraph (c) is for the benefit of the Collateral Agent only and the Collateral Agent shall be entitled to exercise rights under paragraph (b) above without obtaining any approvals under the NSIA, if it determines that it is not necessary or advisable to obtain the same.



- (d) Each relevant Chargor will as soon as reasonably practicable after the date of this Supplemental Debenture (or as the case may be, the date of its execution of a Security Accession Deed) (taking into account any stamping requirements in respect of any stock transfer forms of the relevant shares), deposit with the Collateral Agent (or as it shall direct) all share certificates relating to the applicable Shares together with stock transfer forms executed in blank and left undated on the basis that the Collateral Agent shall be able to hold such certificates and stock transfer forms until the Secured Obligations have been paid in full and shall be entitled, at any time following the occurrence of an Acceleration Event which is continuing, to complete, under its power of attorney given in this Supplemental Debenture, the stock transfer forms on behalf of the relevant Chargor in favour of itself or such other person as it shall select, provided that the Collateral Agent shall, at any time prior to the occurrence of an Acceleration Event which is continuing, be obliged to return such share certificates on request of the relevant Chargor if required to effect a transaction, matter or other step not prohibited by the Loan Documents and/or the Intercreditor Agreements or in respect of which Required Creditor Consent has been obtained.

#### 4.4 Acknowledgement of Intra-Group Debt Documents

By virtue of them being a party of this Supplemental Debenture (whether as an Initial Chargor or by way of executing a Security Accession Deed), each Chargor shall be deemed to have notice of, and to have acknowledged, any assignment or other Security created under this Supplemental Debenture (or any Security Accession Deed) over any Intra-Group Debt Documents pursuant to which any amounts or other obligations are owed to them by another Chargor.

#### 4.5 PSC Representation

On the date of this Supplemental Debenture, each Chargor represents and warrants to the Collateral Agent that:

- (a) it has complied with any notice it has received from the relevant member of the Group pursuant to this Supplemental Debenture pursuant to Part 21A of the Companies Act 2006 (including any timeframe specified in such notice) in respect of which it holds shares charged pursuant to this Supplemental Debenture; and
- (b) if its shares constitute Charged Property, it has not issued any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 and no circumstances exist which entitle such Chargor to issue any such notice.

#### 4.6 PSC Register

- (a) Each Chargor whose shares constitute Charged Property shall promptly upon prior written request by the Collateral Agent following the occurrence of an Acceleration Event which is continuing:
  - (i) notify the Collateral Agent if it has issued any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of its Shares which constitute Charged Property which has not been withdrawn; and
  - (ii) (if applicable) provide to the Collateral Agent a copy of any such warning notice or restrictions notice.
- (b) Each Chargor whose shares constitute Charged Property shall promptly following the occurrence of an Acceleration Event which is continuing:
  - (i) notify the Collateral Agent of its intention to issue any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006 in respect of its shares which constitute Charged Property; and

- (ii) provide to the Collateral Agent a copy of any such warning notice or restrictions notice.
- (c) For the purposes of withdrawing any restrictions notice or for any application (or similar) to the court under Schedule 1B of the Companies Act 2006, in each case, in connection with an enforcement of Security under and in accordance with this Supplemental Debenture, each Chargor shall provide such assistance as the Collateral Agent may request in respect of any Shares which constitute Charged Property and provide the Collateral Agent with all information, documents and evidence that it may request in connection with the same.
- (d) Each Chargor shall comply with any notice served on it from any member of the Group pursuant to Part 21A of the Companies Act 2006 (including any timeframe specified in such notice) in respect of which it holds Shares charged pursuant to this Supplemental Debenture.

## **5 Rights of Chargors**

Notwithstanding anything to the contrary set out in this Supplemental Debenture, until the occurrence of an Acceleration Event which is continuing (or such later date as provided by this Supplemental Debenture), each Chargor shall continue to:

- (a) have the sole right (i) to deal with, operate and transact business in relation to any Charged Property (including making any disposal of or in relation thereto) and all contractual counterparties in respect thereof, and (ii) to amend, waive, terminate or allow to lapse (including agreeing to surrender or terminate any lease) any rights, benefits and/or obligations in respect of such Charged Property, (including the taking up of any (or any offer of any) stocks, shares, rights, moneys or other property paid, distributed, accruing or offered at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise on or in respect of or in substitution for any Shares) in each case without reference to any Secured Party, other than to the extent agreed to be restricted pursuant to the Loan Documents and/or the Intercreditor Agreements (save where Required Creditor Consent has been obtained); and
- (b) have the sole right to operate and transact business in relation to any Charged Property, including making withdrawals from and effecting closures of the Bank Accounts, in each case other than to the extent agreed to be restricted pursuant to the Loan Documents and/or the Intercreditor Agreements (save where Required Creditor Consent has been obtained).

## **6 Continuing Security**

### **6.1 Continuing Security**

This Security constituted by this Supplemental Debenture shall remain in full force and effect as a continuing security for the Secured Obligations notwithstanding any intermediate payment, discharge, satisfaction or settlement of all or any part of the Secured Obligations or any other act, matter or thing.

### **6.2 Other Security**

This Security constituted by this Supplemental Debenture is to be cumulative, in addition to and independent of, and shall neither be merged into nor in any way exclude or prejudice or be affected by, any other Security or other right which the Collateral Agent and/or any other Secured Party may now or after the date of this Supplemental Debenture or the date of a Security Accession Deed hold for any of the Secured Obligations and This Security may be enforced against each Chargor without first having recourse to any other rights of the Collateral Agent or any other Secured Party.

### 6.3 Negative Pledge

Each Chargor which is incorporated in England and Wales undertakes that it will not create or agree to create or permit to subsist any Security on its Charged Property except for the creation of Security and other transactions permitted or not prohibited under the Loan Documents and/or the Intercreditor Agreements or in respect of which Required Creditor Consent has been obtained.

## 7 Enforcement of Security

### 7.1 Enforcement Powers

For the purpose of all rights and powers implied or granted by statute, the Secured Obligations are deemed to have fallen due, in respect of the Initial Chargors and TPSPs, on the date of this Supplemental Debenture, and, in respect of other Chargors, on the date of execution of the Security Accession Deed (the **Relevant Date**). The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 and all other enforcement powers conferred by this Supplemental Debenture shall arise on the Relevant Date and shall be immediately exercisable at any time after the occurrence of an Acceleration Event which is continuing when the Collateral Agent may, without notice to the relevant Chargor or prior authorisation from any court, in its absolute discretion, but at all times in accordance with the terms of the Loan Documents and the Intercreditor Agreements, enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Property.

### 7.2 Statutory Powers

The powers conferred on mortgagees, receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the Security created under this Supplemental Debenture, unless they are expressly or impliedly excluded. If there is ambiguity or conflict between the powers contained in those Acts and those contained in this Supplemental Debenture, those contained in this Supplemental Debenture shall prevail.

### 7.3 Powers of Leasing

Following the occurrence of an Acceleration Event which is continuing, the Collateral Agent may lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it thinks fit, without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

### 7.4 Exercise of Powers

All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Supplemental Debenture and all or any of the rights and powers conferred by this Supplemental Debenture on a Receiver (whether expressly or impliedly), may be exercised by the Collateral Agent without further notice to any Chargor at any time after the occurrence of an Acceleration Event which is continuing, irrespective of whether the Collateral Agent has taken possession or appointed a Receiver of the Charged Property.

### 7.5 Disapplication of Statutory Restrictions

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the Law of Property Act 1925 shall not apply to the Security constituted by this Supplemental Debenture.

### 7.6 Right of Appropriation

- (a) To the extent that any of the Charged Property constitutes financial collateral and this Supplemental Debenture and the obligations of the Chargors hereunder constitute a security

financial collateral arrangement (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the Regulations)), the Collateral Agent shall upon giving prior written notice to the relevant Chargor at any time following the occurrence of an Acceleration Event which is continuing have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations.

- (b) For this purpose, the parties agree that the value of such financial collateral so appropriated shall be (a) in the case of cash, the amount standing to the credit of each of the Bank Accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised; (b) in the case of Shares, the market price of such Shares determined by the Collateral Agent (acting reasonably) by reference to a public index or by a fair valuation opinion provided by an independent reputable, internationally recognised third party firm of professional advisors; and (c) in the case of any other asset, the market value of such financial collateral as determined by the Collateral Agent (acting reasonably), including by way of an independent valuation. In each case, the parties agree that the method of valuation provided for in this Supplemental Debenture shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.
- (c) Where the Collateral Agent exercises its rights of appropriation and the value of the financial collateral appropriated in accordance with this Clause 7.6 differs from the amount of the Secured Obligations, either (i) the Collateral Agent must account to the relevant Chargor promptly upon the determination of such value for the amount by which the value of the appropriated financial collateral exceeds the Secured Obligations, or (ii) the relevant Chargor will remain liable to the Secured Parties for any amount by which the value of the appropriate financial collateral is less than the Secured Obligations.

## **8 Receivers**

### **8.1 Appointment of Receiver or Administrator**

- (a) Subject to paragraph (d) below, at any time after an Acceleration Event has occurred and is continuing, or if so requested by the relevant Chargor, the Collateral Agent may by writing under hand signed by any officer or manager of the Collateral Agent, appoint:
  - (i) any person (or persons) to be a Receiver of all or any part of the Charged Property;
  - (ii) appoint two or more Receivers of separate parts of the Charged Property;
  - (iii) remove (so far as it is lawfully able) any Receiver so appointed;
  - (iv) appoint another person(s) as an additional or replacement Receiver(s); or
  - (v) appoint one or more persons to be an administrator of the relevant Chargor.
- (b) Section 109(1) of the Law of Property Act 1925 shall not apply to this Supplemental Debenture.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Supplemental Debenture.
- (d) At any time after an Acceleration Event has occurred and is continuing, the Collateral Agent shall be entitled to appoint a Receiver save to the extent prohibited by section 72A of the Insolvency Act 1986.

## 8.2 Powers of Receiver

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of any Chargor) have and be entitled to exercise, in relation to the Charged Property (and any assets of any Chargor which, when got in, would be Charged Property) in respect of which he was appointed, and as varied and extended by the provisions of this Supplemental Debenture (in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of that Chargor):

- (a) all the powers conferred by the Law of Property Act 1925 on mortgagors and on mortgagees in possession and on receivers appointed under that Act;
- (b) all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all the powers and rights of an absolute owner and power to do or omit to do anything which the relevant Chargor itself could do or omit to do; and
- (d) the power to do all things (including bringing or defending proceedings in the name or on behalf of the relevant Chargor) which seem to the Receiver to be incidental or conducive to (i) any of the functions, powers, authorities or discretions conferred on or vested in him or (ii) the exercise of all rights, powers and remedies of the Collateral Agent under this Supplemental Debenture (including realisation of all or any part of the Charged Property) or (iii) bringing to his hands any assets of the relevant Chargor forming part of, or which when obtained would be, Charged Property.

## 8.3 Receiver as Agent

Each Receiver appointed under this Supplemental Debenture shall be the agent of the relevant Chargor, which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Collateral Agent will not be responsible for any misconduct, negligence or default of a Receiver.

## 8.4 Removal of Receiver

The Collateral Agent may by prior written notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason.

## 8.5 Remuneration of Receiver

The Collateral Agent may from time to time fix the remuneration of any Receiver appointed by it.

## 8.6 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Supplemental Debenture (unless the document appointing such Receiver states otherwise).

# 9 Application of Proceeds

## 9.1 Order of Application

All amounts received or recovered by the Collateral Agent or any Receiver pursuant to this Supplemental Debenture shall (subject to the claims of any person having prior rights thereto) be

applied in the order and manner specified by the Intercreditor Agreements notwithstanding any purported appropriation by any Chargor.

9.2 Section 109 Law of Property Act 1925

Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Supplemental Debenture.

9.3 Application against Secured Obligations

Subject to Clause 9.1 (*Order of Application*) above, any moneys or other value received or realised by the Collateral Agent from a Chargor or a Receiver under this Supplemental Debenture may be applied by the Collateral Agent to any item of account or liability or transaction forming part of the Secured Obligations to which they may be applicable in any order or manner which the Collateral Agent may determine.

**10 Protection of Collateral Agent and Receiver**

10.1 No Liability

Neither the Collateral Agent nor any Receiver shall be liable in respect of any of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless caused by its or his fraud, gross negligence or wilful misconduct.

10.2 Insurance Proceeds

If an Acceleration Event has occurred and is continuing, all moneys received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the Collateral Agent (or, if not paid by the insurers directly to the Collateral Agent, shall be held on trust for the Collateral Agent) and shall, at the option of the Collateral Agent, be applied in replacing or reinstating the assets destroyed, damaged or lost or (except in the case of leasehold premises) in reduction of the Secured Obligations.

10.3 Possession of Charged Property

Without prejudice to Clause 10.1 (*No Liability*) above, if the Collateral Agent or the Receiver enters into possession of the Charged Property, it will not be liable to account as mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Property to which a mortgagee or mortgagee in possession might otherwise be liable and may at any time at its discretion go out of such possession and shall not be obliged to take steps to sell or lease the Charged Property.

10.4 Delegation

Without prejudice to delegation by the Collateral Agent permitted under the Loan Documents and the Intercreditor Agreements, following an Acceleration Event which has occurred and is continuing and subject to the terms of the Loan Documents and the Intercreditor Agreements, the Collateral Agent may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by it under this Supplemental Debenture to any person or persons upon such terms and conditions (including the power to sub delegate) as it may reasonably and in good faith think fit and the Collateral Agent may, subject to the terms of the Loan Documents and Intercreditor Agreements, pass confidential information to any such delegate. The Collateral Agent will not be liable or responsible to any Chargor or any other person for any losses arising from any act, default, omission or misconduct on the part of any delegate.

## 10.5 Cumulative Powers

The powers which this Supplemental Debenture confers on the Collateral Agent, the other Secured Parties and any Receiver appointed under this Supplemental Debenture are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Collateral Agent, the other Secured Parties or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Collateral Agent, the other Secured Parties and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

## 11 Power of Attorney

Each Chargor, by way of security, on the date of this Supplemental Debenture (or, as the case may be, the date of its execution of a Security Accession Deed), irrevocably and severally appoints the Collateral Agent, each Receiver and any person nominated for the purpose by the Collateral Agent or any Receiver under this Supplemental Debenture as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed at any time after the occurrence of an Acceleration Event which is continuing to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which is expressly required to execute and do under the terms of this Supplemental Debenture, and which it has not done within a reasonable period of time or which may be required to enable the exercise of any rights or powers conferred on the Collateral Agent or any Receiver under this Supplemental Debenture or by law or otherwise for any of the purposes of this Supplemental Debenture, and each Chargor covenants with the Collateral Agent and each Receiver to ratify and confirm all such acts or things made, done or executed (or purported to be made, done or executed) by that attorney, provided that the Collateral Agent shall not use this power of attorney prior to the occurrence of an Acceleration Event which is continuing.

## 12 Protection for Third Parties

### 12.1 No Obligation to Enquire

No purchaser from, or other person dealing with, the Collateral Agent or any Receiver (or their agents) shall be obliged or concerned to enquire whether:

- (a) the right of the Collateral Agent or any Receiver to exercise any of the powers conferred by this Supplemental Debenture has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such powers; or
- (b) any of the Secured Obligations remain outstanding and/or are due and payable or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

### 12.2 Receipt Conclusive

The receipt of the Collateral Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Collateral Agent or any Receiver.

## 13 Deferral of Chargor rights

Until such time as the Secured Obligations have been discharged in full, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Supplemental Debenture:

- (a) to be indemnified by any Loan Party;

- (b) to claim any contribution from any guarantor of any Loan Party's obligations under this Supplemental Debenture; and/or
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Intercreditor Agreements or of any other guarantee or Security taken pursuant to, or in connection with, this Supplemental Debenture by any Secured Parties.

#### **14 Discharge Conditional**

If any settlement, discharge or release is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Supplemental Debenture will continue or be reinstated as if the settlement, discharge or release had not occurred and any Security the subject of the discharge will continue or be reinstated as if that settlement, discharge or release had not occurred.

#### **15 Covenant to Release**

Once all the Secured Obligations have been irrevocably paid in full and none of the Collateral Agent nor any other Secured Party has any actual or contingent liability to advance further monies to or incur any liability on behalf of any Chargor or any other Loan Party under the Loan Documents and/or the Intercreditor Agreements, the Collateral Agent shall, at the request and cost of any Chargor, promptly take any action including preparing and delivering all documents and instruments (including any termination or release letter or deed), revoking any powers of attorney and performing all acts or deeds (including returning title documents, share certificates, related stock transfer forms and any other document belonging to the Chargors) which are, in each case, necessary or otherwise requested by the Chargors (acting reasonably) to release or re-assign the Charged Property from the Security constituted by this Supplemental Debenture.

#### **16 Ruling Off**

If the Collateral Agent or any other Secured Party receives notice or is deemed to have received notice of any subsequent Security or other interest affecting all or any part of the Charged Property or any assignment or transfer of the Charged Property (in each case, except as permitted by the Loan Documents and/or the Intercreditor Agreements or where Required Creditor Consent has been obtained) it may open a new account for the relevant Chargor in its books. If it does not do so then (unless it gives express notice in writing to the contrary to the relevant Chargor), as from the time it receives that notice, all payments made by or on behalf of the relevant Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the relevant Chargor and not as having been applied in reduction of the Secured Obligations as at the time the relevant notice was received or deemed to have been received.

#### **17 Redemption of Prior Charges**

The Collateral Agent may, at any time after an Acceleration Event has occurred and is continuing, redeem any prior Security on or relating to any of the Charged Property or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor. The relevant Chargor will, upon a demand made in writing to it, pay to the Collateral Agent all principal monies and interest and all losses incidental to any such redemption or transfer.

#### **18 Changes to Parties**

##### **18.1 Assignment by the Collateral Agent**



The Collateral Agent may at any time assign or otherwise transfer all or any part of its rights and obligations under this Supplemental Debenture in accordance with the Loan Documents and the Intercreditor Agreements. Subject to the Loan Documents and the Intercreditor Agreements, the Collateral Agent shall be entitled to disclose such information concerning each Chargor and this Supplemental Debenture as the Collateral Agent considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law. None of the rights and obligations of any Chargor under this Supplemental Debenture shall be capable of being assigned or transferred.

#### 18.2 Changes to Parties

Each Chargor authorises and agrees to changes to parties under section 8.06 (*Resignation of Administrative Agent*) of the Credit Agreement and authorises the Collateral Agent to execute on its behalf any document required to effect the necessary transfer of rights or obligations contemplated by those provisions.

#### 18.3 Consent of Chargors

Each Chargor consents to other members of the Group becoming Chargors by way of execution of a Security Accession Deed and irrevocably appoints Atlas UK Intermediate Limited as its agent for the purpose of executing any Security Accession Deed on its behalf.

### 19 Miscellaneous

#### 19.1 Certificates Conclusive

A certificate or determination of the Collateral Agent as to any amount payable under this Supplemental Debenture will be conclusive and binding on each Chargor, except in the case of manifest error.

#### 19.2 Counterparts

This Supplemental Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Debenture.

#### 19.3 Invalidity of any Provision

If any provision of this Supplemental Debenture is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

#### 19.4 Failure to execute

Failure by one or more parties (*Non Signatories*) to execute this Supplemental Debenture on the date hereof or the date of the Security Accession Deed will not invalidate the provisions of this Supplemental Debenture as between the other parties who do execute this Supplemental Debenture. Such Non Signatories may execute this Supplemental Debenture on a subsequent date and will thereupon become bound by its provisions.

#### 19.5 The Original Debenture and Existing Security Accession Deed

The Original Debenture and Existing Security Accession Deed shall remain in full force and effect as supplemented by this Supplemental Debenture.

## 20 Notices

All notices with respect to this Supplemental Debenture shall be delivered in accordance with section 9.01 (*Notices*) of the Credit Agreement.

## 21 Contractual recognition of Bail-In

21.1 Notwithstanding any other term of any Loan Document or any other agreement, arrangement or understanding between the Parties, each Party acknowledges and accepts that any liability of any Party to any other Party under or in connection with the Loan Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

- (a) any Bail-In Action in relation to any such liability, including (without limitation):
  - (i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;
  - (ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it; and
  - (iii) a cancellation of any such liability; and
- (b) a variation of any term of any Loan Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

21.2 For the purposes of this Clause 21 (*Contractual recognition of Bail-In*):

**Article 55 BRRD** means Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

**Bail-In Action** means the exercise of any Write-down and Conversion Powers.

**Bail-In Legislation** means:

- (a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 BRRD, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time;
- (b) in relation to any state other than such an EEA Member Country the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation; and
- (c) in relation to the United Kingdom, the UK Bail-in Legislation.

**EEA Member Country** means any member state of the European Union, Iceland, Liechtenstein and Norway.

**EU Bail-In Legislation Schedule** means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

**Resolution Authority** means any body which has authority to exercise any Write-down and Conversion Powers.

**UK Bail-In Legislation** means Part I of the United Kingdom Banking Act 2009 and any other law or regulation applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

***Write-down and Conversion Powers*** means:

- (a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule;
- (b) in relation to any other applicable Bail-In Legislation other than the UK Bail-In Legislation:
  - (i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and
  - (ii) any similar or analogous powers under that Bail-In Legislation; and
- (c) in relation to the UK Bail-In Legislation, any powers under that UK Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that UK Bail-In Legislation that are related to or ancillary to any of those powers.

## **22 Governing Law and Jurisdiction**

### **22.1 Governing Law**

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

### **22.2 Jurisdiction**

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or the consequences of its nullity or any non-contractual obligation arising out of or in connection with this Supplemental Debenture (a *Dispute*)).

### **22.3 Convenient Forum**

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

In witness whereof this Supplemental Debenture has been duly executed as a deed on the date first above written.

**SCHEDULE 1**  
**Shares**

| <b>Name of Chargor which holds the shares</b> | <b>Name of Chargor issuing shares</b>      | <b>Number and class</b>                                                                                           |
|-----------------------------------------------|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Atlas Luxembourg 3 SCSp                       | Atlas UK Intermediate Limited              | 3,926,517,687 ordinary shares of £1.00                                                                            |
| Atlas UK Intermediate Limited                 | Atlas UK Parent Limited                    | 664,622,037 ordinary shares of £1.00                                                                              |
| Atlas UK Intermediate Limited                 | Atlas UK-EUR Limited                       | 2,594,501,521 ordinary shares of €1.00                                                                            |
| Atlas UK Intermediate Limited                 | Atlas UK-USD Limited                       | 1,399,139,559 ordinary shares of \$1.00                                                                           |
| Atlas UK Parent Limited                       | Atlas UK Bidco Limited                     | 1,024,916,155 ordinary shares of £1.00                                                                            |
| Atlas UK-EUR Limited                          | Atlas UK Bidco Limited                     | 4,013,118,724 ordinary shares of €1.00                                                                            |
| Atlas UK-USD Limited                          | Atlas UK Bidco Limited                     | 2,154,764,559 ordinary shares of \$1.00                                                                           |
| Atlas UK Bidco Limited                        | G4S Limited                                | 2,755,143,522 Ordinary shares of 25 pence                                                                         |
| G4S UK Holdings Limited                       | G4S Cash Centres (UK) Limited              | 10,000 Ordinary shares of £1                                                                                      |
| G4S UK Holdings Limited                       | G4S Regional Management (UK & I) Limited   | 3,143 Ordinary shares of 0.000999 pence<br>50,000,000 Ordinary shares of £1<br>80,300,000 Redeemable shares of £1 |
| G4S UK Holdings Limited                       | G4S Cash Solutions (UK) Limited            | 116,000,000 Ordinary shares of £1                                                                                 |
| G4S Regional Management (UK & I) Limited      | G4S Care and Justice Services (UK) Limited | 51,538,395 Ordinary shares of £1                                                                                  |
| G4S Regional Management (UK & I) Limited      | G4S Facilities Management (UK) Limited     | 2 Ordinary shares of £1<br>4,150,000 Redeemable Preference shares of £1                                           |
| G4S Regional Management (UK & I) Limited      | G4S Technology Limited                     | 1,983,000 Ordinary shares of £1                                                                                   |
| G4S Regional Management (UK & I) Limited      | G4S Secure Solutions (UK) Limited          | 181,998,000 Ordinary shares of £1                                                                                 |

|                                                      |                                                      |                                                                   |
|------------------------------------------------------|------------------------------------------------------|-------------------------------------------------------------------|
| G4S Regional Management (UK & I) Limited             | G4S Health Services (UK) Limited                     | 1100 A Ordinary shares of 10 pence<br>100 B Ordinary shares of £1 |
| G4S Regional Management (UK & I) Limited             | G4S Government and Outsourcing Services (UK) Limited | 11,529,103 Ordinary shares of £1                                  |
| G4S Care and Justice Services (UK) Limited           | G4S Monitoring Technologies Limited                  | 51,727,419 Ordinary shares of 10 pence                            |
| G4S Risk Management Limited                          | G4S Ordnance Management Limited                      | 1 Ordinary share of £1<br>15,333,208 Ordinary shares of \$1       |
| G4S International Holdings Limited                   | G4S Secure Solutions (Iraq) Limited                  | 43,466,029 Ordinary shares of \$1                                 |
| G4S Worldwide Holdings Limited                       | G4S Secure Solutions (Iraq) Limited                  | 1 Ordinary share of £1                                            |
| G4S Government and Outsourcing Services (UK) Limited | G4S Investigation Solutions (UK) Limited             | 70,000 A Ordinary shares of £1<br>30,000 B Ordinary shares of £1  |

**SCHEDULE 2**  
**Initial Chargers**

| #   | Chargor                                              | Jurisdiction    | Company number |
|-----|------------------------------------------------------|-----------------|----------------|
| 1.  | Atlas Luxembourg 3 SCSp                              | Luxembourg      | B251580        |
| 2.  | Atlas UK Intermediate Limited                        | England & Wales | 13029405       |
| 3.  | Atlas UK Parent Limited                              | England & Wales | 13034689       |
| 4.  | Atlas UK-EUR Limited                                 | England & Wales | 13142218       |
| 5.  | Atlas UK-USD Limited                                 | England & Wales | 13142212       |
| 6.  | Atlas UK Bidco Limited                               | England & Wales | 13035494       |
| 7.  | G4S Limited                                          | England & Wales | 04992207       |
| 8.  | G4S Care and Justice Services (UK) Limited           | England & Wales | 00390328       |
| 9.  | G4S Facilities Management (UK) Limited               | England & Wales | 03333860       |
| 10. | G4S Technology Limited                               | England & Wales | 02382338       |
| 11. | G4S Secure Solutions (UK) Limited                    | England & Wales | 01046019       |
| 12. | G4S Monitoring Technologies Limited                  | England & Wales | 02626613       |
| 13. | G4S Cash Centres (UK) Limited                        | England & Wales | 01485104       |
| 14. | G4S Regional Management (UK & I) Limited             | England & Wales | 03189802       |
| 15. | G4S Ordnance Management Limited                      | England & Wales | 07068855       |
| 16. | G4S Health Services (UK) Limited                     | England & Wales | 05121608       |
| 17. | G4S Cash Solutions (UK) Limited                      | England & Wales | 00354883       |
| 18. | G4S Secure Solutions (Iraq) Limited                  | England & Wales | 05128617       |
| 19. | G4S Investigation Solutions (UK) Limited             | England & Wales | 03749819       |
| 20. | G4S Government and Outsourcing Services (UK) Limited | England & Wales | 03175173       |

**SCHEDULE 3**  
**Third Party Security Providers**

| #  | Third Party Security Provider      | Jurisdiction    | Company Number |
|----|------------------------------------|-----------------|----------------|
| 1. | G4S UK Holdings Limited            | England & Wales | 03892780       |
| 2. | G4S Risk Management Limited        | England & Wales | 01540857       |
| 3. | G4S International Holdings Limited | England & Wales | 05447863       |
| 4. | G4S Worldwide Holdings Limited     | England & Wales | 03302926       |

## SCHEDULE 4

### Form of Security Accession Deed

This Security Accession Deed is made on [●]

#### **Between:**

- (1) [●], a company incorporated in England and Wales with registered number [●] (the *New Chargor*);
- (2) [●] for itself and as agent for and on behalf of each of the existing Chargors (the *Company*); and
- (3) [●] as security trustee for itself and the other Secured Parties (the *Collateral Agent*).

#### **Recital:**

This deed is supplemental to a Supplemental Debenture dated [●] 2021 between, amongst others, the Chargors named therein and the Collateral Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the *Supplemental Debenture*).

Now this deed witnesses as follows:

#### **1. Interpretation**

##### **1.1 Definitions**

Terms defined in the Supplemental Debenture shall have the same meanings when used in this deed.

##### **1.2 Construction**

Clauses 1.2 (*Construction*) and 1.3 (*Other References and Interpretation*) of the Supplemental Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Supplemental Debenture were references to this deed.

##### **1.3 [Limited recourse]**

Notwithstanding any other provision of this deed, the Supplemental Debenture or any other Loan Document, it is expressly agreed and understood that:

- (a) the recourse of any Secured Party to the New Chargor under this deed shall at all times be limited to the New Chargor's Charged Property and to the proceeds of sale or other realisation thereof and, subject to the foregoing, the Secured Parties shall not have recourse to the New Chargor generally or to any other assets of the New Chargor; and
- (b) the New Chargor's liability to the Secured Parties pursuant to or otherwise in connection with this deed or the Supplemental Debenture shall be (A) limited in aggregate to an amount equal to that recovered as a result of enforcement of this deed or the Supplemental Debenture with respect to the New Chargor's Charged Property; and (B) satisfied only from the proceeds of sale or other disposal or realisation of the New Chargor's Charged Property pursuant to this deed or the Supplemental Debenture.]<sup>1</sup>

#### **2. Accession of New Chargor**

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<sup>1</sup> *Note:* To include in respect of third party security providers.



## 2.1 Accession

The New Chargor agrees to be a Chargor for the purposes of the Supplemental Debenture with immediate effect and agrees to be bound by all of the terms of the Supplemental Debenture as if it had originally been a party to it as a Chargor, in each case in respect of those of its assets specified herein.

## 2.2 Covenant to pay

Subject to any limits on its liability specified in the Loan Documents, the New Chargor covenants, as primary obligor and not only as surety, with the Collateral Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Collateral Agent).

## 2.3 [Security over Shares

Subject to the Intercreditor Agreements and Clause 3.6 (*Excluded Assets*) of the Supplemental Debenture, the New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Collateral Agent with full title guarantee, by way of first fixed charge all of its Shares and all corresponding Related Rights.]<sup>2</sup>

## 2.4 [Security over Bank Accounts

Subject to the Intercreditor Agreements and Clause 3.6 (*Excluded Assets*) of the Supplemental Debenture, the New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Collateral Agent with full title guarantee the Bank Accounts and all corresponding Related Rights.]]<sup>3</sup>

## 2.5 [Security Assignment

Subject to the Intercreditor Agreements and Clause 3.6 (*Excluded Assets*) of the Supplemental Debenture, and as continuing security for the payment of the Secured Obligations, each New Chargor assigns absolutely by way of security with full title guarantee to the Collateral Agent all its right, title and interest from time to time in and to the Intra-Group Debt Documents and all Related Rights, provided that on payment and discharge in full of the Secured Obligations the Collateral Agent will promptly re-assign the relevant Intra-Group Debt Documents to that Chargor (or as it shall direct).]]<sup>4</sup>

## 2.6 [Floating Charge

Subject to the Intercreditor Agreements and Clause 3.6 (*Excluded Assets*) of the Supplemental Debenture, as further continuing security for the full payment of the Secured Obligations, each New Chargor charges with full title guarantee in favour of the Collateral Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights not effectively charged by way of fixed charge under [[Clause 2.3 (*Security*

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<sup>2</sup> **Note:** To include to the extent applicable.

<sup>3</sup> **Note:** To include to the extent applicable.

<sup>4</sup> **Note:** To include to the extent applicable.

*over Shares*) and] [Clause 2.4 (*Security over Bank Accounts*)]<sup>5</sup> or assigned under Clause 2.5 (*Security Assignment*).]<sup>6</sup>

### **3. Negative pledge**

Each Chargor which is incorporated in England and Wales undertakes that it will not create or agree to create or permit to subsist any Security on its Charged Property except for the creation of Security and other transactions permitted or not prohibited under the Loan Documents and/or the Intercreditor Agreements or in respect of which Required Creditor Consent has been obtained.

### **4. Consent of Existing Chargors**

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Supplemental Debenture.

### **5. Construction of Supplemental Debenture**

The Supplemental Debenture and this deed shall be read together as one instrument on the basis that references in the Supplemental Debenture to this *deed* or this *Supplemental Debenture* will be deemed to include this deed.

### **6. Governing Law and Jurisdiction**

This deed and any non-contractual obligations arising out of or in connection with it are governed English law and the parties agree that the courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with it).

In witness whereof this deed has been duly executed on the date first above written.

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<sup>5</sup> *Note:* To delete as applicable.

<sup>6</sup> *Note:* To include to the extent applicable.

**Schedule to Security Accession Deed  
Shares**

| Name of Chargor which holds<br>the shares | Name of Chargor issuing<br>shares | Number and class |
|-------------------------------------------|-----------------------------------|------------------|
| [●]                                       | [●]                               | [●]              |

**Signatories to Security Accession Deed**

**The New Chargor**

**EXECUTED** as a **DEED** by )  
[Name of New Chargor] )  
acting by )

\_\_\_\_\_  
[[●] as Director]

\_\_\_\_\_  
[Witness]  
Name:  
Address:  
Occupation:

**EXECUTED** as a **DEED** by )  
[Name of the Company] )  
acting by )

\_\_\_\_\_  
[[●] as Director]

\_\_\_\_\_  
Witness  
Name:  
Address:  
Occupation:

**The Collateral Agent**

SIGNED by )  
[Name of Collateral Agent] )  
acting by: )

\_\_\_\_\_  
[●] as Authorised Signatory

**Signatories to Supplemental Debenture**

**The Chargors**

**EXECUTED** as a **DEED** by

**Atlas Luxembourg 3 SCSp**  
represented by its general partner  
Atlas GP 3 S.à r.l.

**REDACTED**

By: \_ \_\_\_\_\_

**Atlas Luxembourg 3 SCSp**  
represented by its general partner  
Atlas GP 3 S.à r.l.

**REDACTED**

By: \_ \_\_\_\_\_

Name: David Buckman

Name: Smain Bouchareb

Title: Class A Manager

Title: Class B Manager

**EXECUTED** as a **DEED** by  
**ATLAS UK INTERMEDIATE LIMITED**  
and signed on its behalf by:

)  
)  
)  
)

**REDACTED**

\_\_\_\_\_  
Name: David Buckman  
Title: Director

\_\_\_\_\_  
Name: Steven Jones  
Title: Director

**EXECUTED** as a **DEED** by )  
**ATLAS UK INTERMEDIATE LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: David Buckman  
Title: Director

**REDACTED**

\_\_\_\_\_  
Name: Steven Jones  
Title: Director

**EXECUTED** as a **DEED** by )  
**ATLAS UK PARENT LIMITED** )  
and signed on its behalf by: )  
)

**REDACTED**

\_\_\_\_\_  
Name: Steven Jones  
Title: Director

\_\_\_\_\_  
Name: David Buckman  
Title: Director



**EXECUTED** as a **DEED** by )  
**ATLAS UK PARENT LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: Steven Jones  
Title: Director

**REDACTED**

\_\_\_\_\_  
Name: David Buckman  
Title: Director

**EXECUTED** as a **DEED** by )  
**ATLAS UK-EUR LIMITED** )  
and signed on its behalf by: )  
)

**REDACTED**

\_\_\_\_\_  
Name: Steven Jones  
Title: Director

\_\_\_\_\_  
Name: David Buckman  
Title: Director

**EXECUTED** as a **DEED** by )  
**ATLAS UK-EUR LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: Steven Jones  
Title: Director

**REDACTED**

\_\_\_\_\_  
Name: David Buckman  
Title: Director

**EXECUTED** as a **DEED** by )  
**ATLAS UK-USD LIMITED** )  
and signed on its behalf by: )  
)

**REDACTED**

\_\_\_\_\_  
Name: David Buckman  
Title: Director

\_\_\_\_\_  
Name: Steven Jones  
Title: Director

**EXECUTED** as a **DEED** by )  
**ATLAS UK-USD LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: David Buckman  
Title: Director

**REDACTED**

\_\_\_\_\_  
Name: Steven Jones  
Title: Director

**EXECUTED** as a **DEED** by  
**ATLAS UK BIDCO LIMITED**  
and signed on its behalf by: )  
)  
)  
)

**REDACTED**

\_\_\_\_\_  
Name: Steven Jones  
Title: Director

\_\_\_\_\_  
Name: David Buckman  
Title: Director

**EXECUTED** as a **DEED** by )  
**ATLAS UK BIDCO LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: Steven Jones  
Title: Director

**REDACTED**

\_\_\_\_\_  
Name: David Buckman  
Title: Director

**EXECUTED** as a **DEED** by  
**G4S LIMITED**  
and signed on its behalf by: )  
)  
)  
)

**REDACTED**

\_\_\_\_\_  
Name: Timothy Brandt  
Title: Director

\_\_\_\_\_  
Name: David Buckman  
Title: Director



**EXECUTED** as a **DEED** by )  
**G4S LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: Timothy Brandt  
Title: Director

**REDACTED**

\_\_\_\_\_  
Name: David Buckman  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S CARE AND JUSTICE SERVICES** )  
**(UK) LIMITED** )  
and signed on its behalf by: )  
)

**REDACTED**

\_\_\_\_\_  
Name: Gordon Brockington  
Title: Director

\_\_\_\_\_  
Name: Oliver Keck  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S CARE AND JUSTICE SERVICES** )  
**(UK) LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: Gordon Brockington  
Title: Director

**REDACTED**

\_\_\_\_\_  
Name: Oliver Keck  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S FACILITIES MANAGEMENT** )  
**(UK) LIMITED** )  
and signed on its behalf by: )  
)

REDACTED

\_\_\_\_\_  
Name: Philip Dove  
Title: Director

\_\_\_\_\_  
Name: Oliver Keck  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S FACILITIES MANAGEMENT** )  
**(UK) LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: Philip Dove  
Title: Director

**REDACTED**

\_\_\_\_\_  
Name: Oliver Keck  
Title: Director

**EXECUTED** as a **DEED** by  
**G4S TECHNOLOGY LIMITED**  
and signed on its behalf by: )  
)  
)  
)

**REDACTED**

\_\_\_\_\_  
Name: David Sullivan  
Title: Director

\_\_\_\_\_  
Name: Steven Jones  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S TECHNOLOGY LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: David Sullivan  
Title: Director

REDACTED

\_\_\_\_\_  
Name: Steven Jones  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S SECURE SOLUTIONS (UK) LIMITED** )  
and signed on its behalf by: )  
)

REDACTED

\_\_\_\_\_  
ne  
Title: Director

\_\_\_\_\_  
Name: Fiona Walters  
Title: Director



**EXECUTED** as a **DEED** by )  
**G4S SECURE SOLUTIONS (UK) LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: Andrew Lane  
Title: Director

REDACTED

\_\_\_\_\_  
Name: Fiona Walters  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S MONITORING TECHNOLOGIES** )  
**LIMITED** )  
and signed on its behalf by: )  
)

REDACTED

\_\_\_\_\_  
Name: David Byrne  
Title: Director

\_\_\_\_\_  
Name: Ridwaan Bartlett  
Title: Secretary

**EXECUTED** as a **DEED** by )  
**G4S MONITORING TECHNOLOGIES** )  
**LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: David Byrne  
Title: Director

REDACTED

\_\_\_\_\_  
Name: Ridwaan Bartlett  
Title: Secretary

**EXECUTED** as a **DEED** by )  
**G4S CASH CENTRES (UK) LIMITED** )  
and signed on its behalf by: )  
)

**REDACTED**

\_\_\_\_\_  
her Kipps  
Title: Director

\_\_\_\_\_  
Name: John Apthorpe  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S CASH CENTRES (UK) LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: Christopher Kipps  
Title: Director

REDACTED

\_\_\_\_\_  
Name: John Apthorpe  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S REGIONAL MANAGEMENT** )  
**(UK & I) LIMITED** )  
and signed on its behalf by: )  
)

REDACTED

Name: Matthew Ingham \_\_\_\_\_  
Title: Director

\_\_\_\_\_  
Name: Oliver Keck  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S REGIONAL MANAGEMENT** )  
**(UK & I) LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: Matthew Ingham  
Title: Director

REDACTED

\_\_\_\_\_  
Name: Oliver Keck  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S ORDNANCE MANAGEMENT** )  
**LIMITED** )  
and signed on its behalf by: )  
)

REDACTED

\_\_\_\_\_  
Name: Jonathan Allen  
Title: Director

\_\_\_\_\_  
Name: Liam Kelly  
Title: Director



**EXECUTED** as a **DEED** by )  
**G4S ORDNANCE MANAGEMENT** )  
**LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: Jonathan Allen  
Title: Director

**REDACTED**

\_\_\_\_\_  
Name: Liam Kelly  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S HEALTH SERVICES (UK) LIMITED** )  
and signed on its behalf by: )  
)

**REDACTED**

\_\_\_\_\_  
Name: Philip Dove  
Title: Director

\_\_\_\_\_  
Name: Oliver Keck  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S HEALTH SERVICES (UK) LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: Philip Dove  
Title: Director

**REDACTED**

\_\_\_\_\_  
Name: Oliver Keck  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S CASH SOLUTIONS (UK) LIMITED** )  
and signed on its behalf by: )  
)

**REDACTED**

\_\_\_\_\_  
Name: Christopher Kipps  
Title: Director

\_\_\_\_\_  
Name: John Apthorpe  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S CASH SOLUTIONS (UK) LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: Christopher Kipps  
Title: Director

**REDACTED**

\_\_\_\_\_  
Name: John Apthorpe  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S SECURE SOLUTIONS** )  
**(IRAQ) LIMITED** )  
and signed on its behalf by: )  
)

**REDACTED**

Title: Director

Name: Jonathan Allen  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S SECURE SOLUTIONS** )  
**(IRAQ) LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: Liam Kelly  
Title: Director

**REDACTED**

\_\_\_\_\_  
Name: Jonathan Allen  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S INVESTIGATION SOLUTIONS** )  
**(UK) LIMITED** )  
and signed on its behalf by: )  
)

**REDACTED**

\_\_\_\_\_  
cks  
Title: Director

\_\_\_\_\_  
Name: Matthew Cantle  
Title: Director



**EXECUTED** as a **DEED** by )  
**G4S INVESTIGATION SOLUTIONS** )  
**(UK) LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: Andrew Cocks  
Title: Director

**REDACTED**

\_\_\_\_\_  
Name: Matthew Cantle  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S GOVERNMENT AND** )  
**OUTSOURCING SERVICES** )  
**(UK) LIMITED** )  
and signed on its behalf by: )  
)

REDACTED

\_\_\_\_\_  
Name: Philip Dove  
Title: Director

\_\_\_\_\_  
Name: Oliver Keck  
Title: Director

**EXECUTED as a DEED by** )  
**G4S GOVERNMENT AND** )  
**OUTSOURCING SERVICES** )  
**(UK) LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: Philip Dove  
Title: Director

REDACTED

\_\_\_\_\_  
Name: Oliver Keck  
Title: Director

**EXECUTED** as a **DEED** by  
**G4S UK HOLDINGS LIMITED**  
and signed on its behalf by: )  
)  
)  
)

**REDACTED**

Name: Matthew Ingham \_\_\_\_\_  
Title: Director

\_\_\_\_\_  
Name: Oliver Keck  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S UK HOLDINGS LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: Matthew Ingham  
Title: Director

**REDACTED**

\_\_\_\_\_  
Name: Oliver Keck  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S RISK MANAGEMENT LIMITED** )  
and signed on its behalf by: )  
)

REDACTED

Name: Liam Kelly \_\_\_\_\_  
Title: Director

\_\_\_\_\_  
Name: Jonathan Allen  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S RISK MANAGEMENT LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: Liam Kelly  
Title: Director

**REDACTED**

\_\_\_\_\_  
Name: Jonathan Allen  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S INTERNATIONAL HOLDINGS** )  
**LIMITED** )  
and signed on its behalf by: )  
)

**REDACTED**

\_\_\_\_\_  
Name: Celine Barroche  
Title: Director

\_\_\_\_\_  
Name: Charles Baillieu  
Title: Director



**EXECUTED** as a **DEED** by )  
**G4S INTERNATIONAL HOLDINGS** )  
**LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: Celine Barroche  
Title: Director

**REDACTED**

\_\_\_\_\_  
Name: Charles Baillieu  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S WORLDWIDE HOLDINGS LIMITED** )  
and signed on its behalf by: )  
)

**REDACTED**

\_\_\_\_\_  
Name: Celine Barroche  
Title: Director

\_\_\_\_\_  
Name: Charles Baillieu  
Title: Director

**EXECUTED** as a **DEED** by )  
**G4S WORLDWIDE HOLDINGS LIMITED** )  
and signed on its behalf by: )  
)

\_\_\_\_\_  
Name: Celine Barroche  
Title: Director

REDACTED

\_\_\_\_\_  
Name: Charles Baillieu  
Title: Director

**The Collateral Agent**

**SIGNED** by )  
**CREDIT SUISSE AG,** )  
**CAYMAN ISLANDS BRANCH** )  
acting by: )

**REDACTED**

Name: Mikhail Faybusovich

Title: Authorised Signatory

**REDACTED**

Name: John Basilici

Title: Authorised Signatory