



**Registration of a Charge**

Company Name: **G4S LIMITED**

Company Number: **04992207**



Received for filing in Electronic Format on the: **20/10/2021**

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**Details of Charge**

Date of creation: **08/10/2021**

Charge code: **0499 2207 0001**

Persons entitled: **STANDARD CHARTERED BANK**

Brief description: **THE CHARGOR ASSIGNED ABSOLUTELY ALL OF ITS RIGHTS IN RESPECT OF ANY MONEY MARKET DEPOSIT TRANSACTION ENTERED INTO OR TO BE ENTERED INTO FROM TIME TO TIME BETWEEN STANDARD CHARTERED BANK (AS THE PARTY RECEIVING THE DEPOSIT) AND THE CHARGOR (AS THE PARTY PLACING THE DEPOSIT) (AS MAY BE AMENDED FROM TIME TO TIME).**

**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: **WE 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 CHARGING INSTRUMENT.**

Certified by: **DENTONS UK AND MIDDLE EAST LLP**



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

Company number: 4992207

Charge code: 0499 2207 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th October 2021 and created by G4S LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th October 2021 .

Given at Companies House, Cardiff on 21st October 2021

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



**Companies House**



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

DATED

*October 8*

2021

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**G4S LIMITED**

- and -

**STANDARD CHARTERED BANK**

**SECURITY AGREEMENT**

**ASSIGNMENT OF CONTRACTS**

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THIS DEED is dated

October 8

2021

**BETWEEN:**

- (1) **G4S LIMITED** (Company registration no. 4992207) (the "**Chargor**"); and
- (2) **Standard Chartered Bank** (the "**Bank**") as lender under the Facility Letter (as defined below).

**BACKGROUND:**

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

**IT IS AGREED as follows:****1. INTERPRETATION****1.1 Definitions**

In this Deed:

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

"**Assigned Rights**" means the rights assigned to the Bank under Clause 2.2 (*Assignment*).

"**Contract**" means each document listed in Schedule 1.

"**Counterparty**" means any person who has entered, or will enter, into a Contract with the Chargor.

"**Facility Letter**" means the supplemental facility letter reference 10825124 dated 07 October 2021 between G4S Secure Solutions L.L.C and the Bank and the Global Master Credit Terms.

"**Receiver**" means a receiver and manager appointed under Clause 14 (*Appointment of a Receiver*) and (where the context requires or permits) includes any substituted receiver and manager.

"**Secured Liabilities**" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to the Bank under the AED 15,000,000 Structured Funding Revolving Term Loan as detailed in the Facility Letter.

"**Security**" means the Security Interest created by this Deed.

"**Security Interest**" means a mortgage, charge, pledge, lien, security assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

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

**1.2 Construction**

- (a) Terms defined in the Facility Letter have the same meaning in this Deed unless expressly defined in this Deed.

- (b) The provisions of clause 1.2 (*Construction*) of the Facility Letter apply to this Deed as though they were set out in full in this Deed except that references to the Facility Letter are to be construed as references to this Deed.
- (c) A reference to the Facility Letter or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to the Facility Letter or such other document, including any amendment providing for any increase in the amount of a facility, further advances or any additional facility;
- (d) A reference to any asset includes any present and future assets, unless the context otherwise requires.
- (e) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (f) If the Bank considers that an amount paid to it under the Facility Letter is capable of being avoided or set aside on the liquidation or otherwise, or administration of the payer, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) A reference to an Assigned Right includes the proceeds of sale of that Assigned Right, unless the context otherwise requires.

## 2. CREATION OF SECURITY

### 2.1 General

The Security:

- (a) is created in favour of the Bank;
- (b) is created over present and future assets of the Chargor (being the Chargor's rights in respect to the Contracts as defined in Schedule 1);
- (c) is continuing security for the payment and satisfaction of all the Secured Liabilities; and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

### 2.2 Assignment

The Chargor assigns absolutely to the Bank, subject to a proviso for re-assignment on redemption, all of its rights in respect of the Contracts.

## 3. REPRESENTATIONS AND WARRANTIES

The Chargor makes the following representations and warranties to the Bank on, from and after the date of this Deed and the representations and warranties are deemed to be repeated at all times (having regard to the circumstances existing at the time of repetition) for so long as any Secured Liabilities remain outstanding.

### 3.1 Status

It is a corporation, duly constituted and validly existing under the laws of its jurisdiction of incorporation and it has the power to own its assets and carry on its business as it is being conducted.

**3.2 Binding obligations**

The obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations.

**3.3 Non-conflict**

The entry into and performance of this Deed by it and the transactions contemplated by this Deed do not and will not conflict with:

- (a) any law or regulation or any official or judicial order applicable to it; or
- (b) its constitutional documents; or
- (c) any document or instrument binding upon it or any of its assets.

**3.4 Powers and authority**

It has the power to enter into and perform, and has taken all necessary action to authorise the entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.

**3.5 Validity and admissibility in evidence**

All authorisations required or desirable:

- (a) to enable it to lawfully enter into, exercise its rights and comply with its obligations in this Deed; and
  - (b) to make this Deed admissible in evidence in its jurisdiction of incorporation,
- have been obtained or effected and are in full force and effect.

**3.6 Governing law and enforcement**

- (a) The choice of English law as the governing law of this Deed;
- (b) the Chargor's irrevocable submission under this Deed to the jurisdiction of the Courts of England;
- (c) its agreement not to claim immunity to which it or its assets may be entitled; and
- (d) any judgment obtained in England in relation to this Deed,

will each be recognised and enforced in the Chargor's jurisdiction of incorporation.

**3.7 Nature of Security**

The Security Interests created under this Deed are, subject to completion of all registrations required by law, legal, valid, binding and enforceable first ranking assignments of the Assigned Rights.

**3.8 No Encumbrance or disposals**

- (a) There is no Security Interest affecting any of the Assigned Rights save as constituted by this Deed.
- (b) It has not sold, transferred or otherwise disposed of any of the Assigned Rights, nor has it agreed to do so, save as constituted by this Deed.

**3.9 No filing or stamp taxes**

It is not necessary that this Deed be filed, recorded or enrolled with any court or other Authority in any jurisdiction or that any stamp, registration or similar tax be paid on or in relation to this Deed or the transactions contemplated by this Deed.

**3.10 No default**

- (a) No Default is outstanding or will result from the entry into of, or the performance of any transaction contemplated by this Deed.
- (b) No [other] event is outstanding which constitutes a default under any document which is binding on it or to which its assets are subject.

**3.11 Litigation**

Except as previously disclosed in writing before the date of this Deed, no litigation, arbitration or administrative proceedings are current or, to its knowledge, pending or threatened which, if adversely determined, in the Bank's opinion is likely to have a material adverse effect on the Chargor's business, operations, assets, financial condition or prospects or its ability to perform its obligations under this Deed.

**3.12 Immunity**

- (a) Its entry into this Deed, and the exercise by it of its rights and performance of its obligations under this Deed will constitute, private and commercial acts performed for private and commercial purposes.
- (b) It will not be entitled to claim immunity from suit, execution, attachment or other legal process in any proceedings taken in its jurisdiction of incorporation in relation to this Deed.

**3.13 Contracts**

- (a) No payments to it under any Contract are subject to any right of set-off or similar right;
- (b) Each Contract is its legally binding, valid, and enforceable obligation;
- (c) It is not in default of any of its obligations under any Contract;
- (d) There is no prohibition on assignment in any Contract; and
- (e) Its entry into and performance of this Deed will not conflict with any term of any Contract.

**3.14 No adverse consequences**

- (a) It is not necessary under the laws of its jurisdiction of incorporation:
  - (i) in order to enable the Bank to enforce its rights under this Deed; or
  - (ii) by reason of the entry into the Facility Letter or the performance by it of its obligations under this Deed,

that the Bank should be licensed, qualified or otherwise entitled to carry on business in its jurisdiction of incorporation.



- (b) The Bank is not or will not be deemed to be resident, domiciled or carrying on business in its jurisdiction of incorporation by reason only of the entry into, performance and/or enforcement of this Deed.

#### 4. RESTRICTIONS ON DEALINGS

The Chargor must not:

- (a) create or agree or attempt to create or allow to subsist any Security Interest (other than this Deed) on any Assigned Right; or
- (b) sell, transfer, assign, licence, lease or otherwise dispose of any Assigned Right other than as contemplated by this Deed.

#### 5. CONTRACTS

##### 5.1 Preservation

The Chargor may not, without the prior consent of the Bank:

- (a) amend or waive any term of, or terminate, any Contract;
- (b) take any action which might jeopardise the existence or enforceability of any Contract; or
- (c)
  - (i) amend, supplement, vary, waive or modify or concur in the amendment, supplement, variation, waiver or modification of any Contract;
  - (ii) cancel, terminate, rescind, suspend or surrender or exercise any right to cancel, terminate, rescind, suspend or surrender any Contract or any term of any Contract;
  - (iii) release any Counterparty from any obligation under any Contract; or
  - (iv) waive any breach by any Counterparty to a Contract or consent to any act or consent to any act or omission which would otherwise constitute such a breach,

except, in each case,

- (1) with the prior consent of the Bank; or
- (2) as to operational matters which do not materially affect the interests of the Bank.

##### 5.2 Other undertakings

The Chargor must:

- (a) duly and promptly perform its obligations, and diligently pursue its rights, under each Contract;
- (b) promptly supply the Bank and any Receiver with copies of each Contract, invoices that are the subject of Assigned Rights and any information and documentation relating to any Contract requested by the Bank or any Receiver;
- (c) promptly and diligently take all steps (including, without limitation, the registration, filing or recording of the Bank's interests under this Deed with any relevant governmental authority) and execute all documents required by the Bank to

preserve the Bank's interest in the Contracts, or for the purpose of enforcing the Bank's rights under this Deed, or otherwise to give full effect to this Deed;

- (d) ensure that any monies due under each Contract are collected and paid into account number [REDACTED] held with the Bank (or any other account specified by the Bank) immediately upon receipt;
- (e) in the event of any sum payable in respect of any Contract not being paid, take such action as the Bank may reasonably require to enforce payment of such sums; and
- (f) refrain from any action which does or might in any way prejudice or limit all or any of the Bank's rights in any of the Contracts.

### 5.3 Notice of assignment

The Chargor must:

- (a) immediately serve a notice of assignment, substantially in the form of part 1 of Schedule 2 (Notice of Assignment), on each Counterparty; and
- (b) use its reasonable endeavours to procure that each Counterparty acknowledges that notice, substantially in the form of part 2 of Schedule 2 (Acknowledgment of Assignment).

## 6. WHEN SECURITY BECOMES ENFORCEABLE

### 6.1 Enforcement

This Security will be immediately enforceable at any time after the occurrence of an Event of Default which is continuing.

### 6.2 Discretion

After this Security has become enforceable, the Bank may in its absolute discretion enforce all or any part of this Security in any manner it sees fit.

### 6.3 Statutory powers

Any power of sale or other powers conferred by Section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

### 6.4 Right to appoint an agent

The Bank may appoint any person as its agent for the purpose of selling or otherwise disposing of any Assigned Rights at any time after this security becomes enforceable on such terms as the Bank thinks fit.

## 7. ENFORCEMENT OF SECURITY

### 7.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

### 7.2 No liability as mortgagee in possession

Neither the Bank nor any Receiver will be liable to account

- (a) for any loss or realisation; or
- (b) for any default or omission,

in enforcing all or any part of the Assigned Rights. Neither the Bank or Receiver will be liable to account as mortgagee in possession for any of the Contracts.

### 7.3 Privileges

Each Receiver and the Bank is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that Section 103 of the Act does not apply.

### 7.4 Protection of third parties

No person (including a purchaser) dealing with the Bank or Receiver or any of their agents will be required to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Bank or Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Facility Letter; or
- (d) how any money paid to the Bank or to that Receiver is to be applied.

The receipt of the Bank 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 money paid to or at the direction of the Bank.

### 7.5 Contingencies

If this Security is enforced at a time when no amount is due under the Facility Letter/Finance Documents but at a time when amounts may or will become due, the Bank or a Receiver may pay the proceeds of any recoveries effected by it into a suspense account without any obligation to apply that money in or towards the discharge of the Secured Liabilities.

## 8. APPLICATION OF PROCEEDS

Any moneys received or realised by the Bank or any Receiver after this Security has become enforceable must be applied in the following order of priority:

- (a) in or towards payment of or provision for all costs and expenses incurred by the Bank or any Receiver under or in connection with this Deed;
- (b) in or towards payment of or provision for the Secured Liabilities; and
- (c) in payment of the surplus (if any) to the Chargor or other person entitled to it.

This clause does not prejudice the right of the Bank to recover any shortfall from the Chargor.

## 9. EXPENSES AND INDEMNITY

The Chargor must:

- (a) immediately on demand by the Bank, pay all costs and expenses (including legal fees and any applicable Taxes) incurred in connection with this Deed by the Bank or any Receiver, attorney, manager, agent or other person appointed by the Bank

under this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and

- (b) keep each of the persons referred to in paragraph (a) above indemnified against any failure or delay in paying those costs or expenses.

## 10. DELEGATION

### 10.1 Power of attorney

The Bank may delegate (and sub-delegate) upon any terms which the Bank may think fit by power of attorney or in any other manner to any person, any right, power or discretion exercisable by it under this Deed.

### 10.2 Liability

Neither the Bank nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

## 11. FURTHER ASSURANCES

The Chargor must, at its own expense, take whatever action the Bank or a Receiver may require for:

- (a) creating, perfecting or protecting any security intended to be created by this Deed including without limitation, executing and delivering to the Bank any transfer, renunciation, proxy, mandate, legal or other charge, mortgage, assignment, deed or other document and effect any transfer as the Bank may require at any time to constitute or perfect:
  - (i) an equitable mortgage; or
  - (ii) (at the Bank's option), a legal mortgage over the Contracts; or
- (b) facilitating the realisation of any Assigned Right, or the exercise of any right, power or discretion exercisable, by the Bank, any Receiver or any of its delegates or sub-delegates in respect of any Assigned Right, including:
  - (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Bank or its nominee;
  - (ii) the giving of any notice, order or direction and the making of any registration; or
  - (iii) vesting or enabling the Bank to vest any Assigned Rights in itself or in any purchaser or facilitating the sale or other disposal of any of the Assigned Rights,

which, in any such case, the Bank may think expedient.

## 12. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Bank, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause.

**13. PRESERVATION OF SECURITY****13.1 Continuing security**

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of:

- (a) any intermediate payment, settlement of account or discharge in whole or in part; or
- (b) any variation, increase, extension or addition of or to the the Facility Letter and/or any facility or amount made available thereunder (however fundamental and for whatever purpose) and including (without limitation) any fees, costs and/or expenses associated with any of the foregoing.

**13.2 Reinstatement**

- (a) If any discharge (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation, administration or otherwise without limitation, the liability of the Chargor under this Deed will continue or be reinstated as if the discharge or arrangement had not occurred.
- (b) The Bank may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

**13.3 Waiver of defences**

The obligations of the Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (whether or not known to the Chargor or the Bank). This includes:

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

**13.4 Immediate recourse**

- (a) The Chargor waives any right it may have of first requiring the Bank (or any trustee or agent on its behalf) to:

- (i) proceed against any person; or
  - (ii) enforce any other rights or security; or
  - (iii) claim payment from any person,
- before claiming from the Chargor under this Deed.

- (b) This waiver applies irrespective of any law or provision of the Facility Letter to the contrary.

### 13.5 Appropriations

The Bank (or any trustee or agent on its behalf) may at any time during the Security Period without affecting the liability of the Chargor under this Deed:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Bank (or any trustee or agent on its behalf) against those amounts;
- (b) apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise); and
- (c) hold in a suspense account any moneys received from the Chargor or on account of the liability of the Chargor under this Deed.

### 13.6 Non-competition

Unless:

- (a) the Security Period has expired; or
- (b) the Bank otherwise requests,

the Chargor must not, after a claim has been made under this Deed or by virtue of any payment or performance by it under this Deed:

- (i) be subrogated to any rights, security or moneys held, received or receivable by the Bank (or any trustee or agent on its behalf); or
- (ii) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Chargor's liability under this Deed.

The Chargor must hold in trust for and immediately pay or transfer to the Bank any payment or distribution or benefit of security received by it contrary to this clause or in accordance with any directions given by the Bank under this clause.

### 13.7 Additional security

This Security is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Bank.

## 14. APPOINTMENT OF A RECEIVER

### 14.1 Appointment

At any time after this security has become enforceable or, if so requested by the Chargor at any time, the Bank may appoint in writing any person or persons to be a Receiver and manager or Receivers and managers of all or any part of the Assigned Rights, as the Bank may choose in its entire discretion.

**14.2 Power to act separately**

Where more than one Receiver is appointed, the appointees shall have power to act separately unless the Bank shall specify to the contrary.

**14.3 Receiver's remuneration**

The Bank may from time to time determine the remuneration of a Receiver.

**14.4 Removal of Receiver**

The Bank may (subject to section 45 of the Insolvency Act 1986) remove a Receiver from all or any of the Assigned Rights of which he is the Receiver.

**14.5 Further appointments of a Receiver**

Such an appointment of a Receiver shall not preclude:

- (a) the Bank from making any subsequent appointment of a Receiver over all or any Assigned Rights over which a Receiver has not previously been appointed or has ceased to act; or
- (b) the appointment of an additional Receiver to act while the first Receiver continues to act.

**14.6 Receiver's agency**

The Receiver shall be the agent of the Chargor (which shall be solely liable for his acts, defaults and remuneration) unless and until the Chargor goes into liquidation, after which time he shall act as principal and shall not become the agent of the Bank.

**15. POWERS OF A RECEIVER**

The Receiver may exercise all the powers, rights and discretions set out in Schedules 1 and 2 to the Insolvency Act 1986 to the extent applicable to the Assigned Rights and in particular, by way of addition to and without limiting such powers, the Receiver may, with or without the concurrence of others:

- (a) exercise all voting and other rights attaching to the Assigned Rights;
- (b) make any arrangement or compromise with the Bank or others as he shall think fit;
- (c) appoint managers, officers and agents for the above purposes at such remuneration as the Receiver may determine;
- (d) redeem any prior encumbrance and settle and pass the accounts of the encumbrancer and any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed an expense properly incurred by the Receiver;
- (e) pay the proper administrative charges of the Bank in respect of time spent by its agents and employees in dealing with matters raised by the Receiver or relating to the receivership of the Chargor; and
- (f) do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the Assigned Rights.

**16. OTHER POWERS EXERCISABLE BY THE BANK**

All powers of the Receiver conferred by this Deed may be exercised by the Bank after this Deed has become enforceable. In that event, clause 15 (*Powers of a Receiver*) shall be read and construed as if the words "be charged on the Assigned Rights" were substituted for the words "be deemed an expense properly incurred by the Receiver".

**17. CHANGES TO THE PARTIES****17.1 Assignments and transfers by the Chargor**

The Chargor is not entitled to assign or transfer any of its rights and obligations under this Deed without the Bank's prior consent.

**17.2 Assignments and transfers by the Bank**

The Bank may at any time assign or transfer any of its rights and obligations under this Deed to any other person or change its lending office without the prior consent of the Chargor.

**18. RELEASE OF SECURITY**

Subject to Clause 13.2 (*Reinstatement*), at the end of the Security Period the Bank must, at the request and cost of the Chargor, take whatever action is necessary to release the Assigned Rights from this Security.

**19. RE-ASSIGNMENT**

Subject to clause 13.2 (*Reinstatement*), at the end of the Security Period the Bank must, at the request and cost of the Chargor, take whatever action is necessary to re-assign the contracts to the Chargor.

**20. DISCLOSURE OF INFORMATION**

The Bank will keep information provided by, or relating to, the Chargor confidential except that the Bank may disclose such information:

- (a) to any of the Bank's Affiliates;
- (b) to any of the Bank's or the Bank's Affiliates' service providers or professional advisers, who is under a duty of confidentiality to the discloser to keep such information confidential;
- (c) to any actual or potential participant, sub-participant or transferee of the Bank's rights or obligations under any transaction between the parties (or any of its agents or professional advisers) and any other person in connection with a transaction or potential transaction between the parties;
- (d) to any rating agency, insurer or insurance broker, or direct or indirect provider of credit protection; or
- (e) as required by any law or Authority.

**21. NOTICES****21.1 In writing**

Any communication made in connection with this Deed, including any demand must be in English and in writing and may be made by email, fax or letter.



**21.2 Contact details**

The address and fax number of each Party for any notice, communication or document to be made or delivered under or in connection with this Deed will be as stated in Schedule 3 (*Contact details*) or as otherwise notified to the other Party by not less than five (5) Banking Days' notice.

**21.3 Effectiveness**

- (a) Any communication or document made or delivered to an Obligor in connection with this Deed will only be effective:
  - (i) if by way of fax, at the time shown on the transmission report as being successfully sent;
  - (ii) if delivered personally, at the time of delivery;
  - (iii) if sent by post, three (3) Banking Days after posting; and
  - (iv) if sent by email, at the time sent by the Bank.
- (b) Any communication or document given to the Bank will be effective only when actually received by the Bank and if a particular department or officer is specified as part of its address details provided under clause 21.2 (*Contact details*), if addressed to that department or officer.

**21.4 Language**

Any notice given in connection with this Deed must be in English.

**22. PARTIAL INVALIDITY**

If any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

**23. AMENDMENTS AND WAIVERS****23.1 Procedure**

No term of this Deed may be waived or amended except in writing by the Parties.

**23.2 Waivers and remedies cumulative**

The Bank's or Receiver's failure to exercise, or delay in exercising, any right or remedy under this Deed will not operate as a waiver, nor will any single or partial exercise of any right or remedy by such a party prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

**24. MISCELLANEOUS****24.1 Covenant to pay**

The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Facility Letter.

**24.2 Tacking**

The Bank must perform its obligations under the Facility Letter (including any obligation to make available further advances).

**24.3 New accounts**

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

**24.4 Time deposits**

Without prejudice to any right of set-off the Bank may have under the Facility Letter or otherwise, if any time deposit matures on any account the Chargor has with the Bank within the Security Period when:

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

that time deposit will automatically be renewed for any further maturity which the Bank considers appropriate.

**25. SEVERABILITY**

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

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

**26. RIGHTS OF THIRD PARTIES****26.1 Directly enforceable rights**

Pursuant to the Contracts (Rights of Third Parties) Act 1999:

- (a) the provisions of clause 14 (*Appointment of a Receiver*) shall be directly enforceable by any Receiver;
- (b) clause 7.2 (*No liability as mortgagee in possession*) shall be directly enforceable by any Receiver; and
- (c) the provisions of clause 7.4 (*Protection of third parties*) shall be directly enforceable by any purchaser.

**26.2 Exclusion of Contracts (Rights of Third Parties) Act 1999**

Save as otherwise expressly provided in clause 26.1 (*Directly enforceable rights*) or otherwise in this Deed:

- (a) a person who is not a Party has no right to enjoy or enforce any benefit under it; and
- (b) the consent of any person who is not a Party is not required to amend this Deed.

**27. COUNTERPARTS**

This Deed 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 Deed.

**28. GOVERNING LAW**

**28.1 Governing law and jurisdiction**

This Deed and all non-contractual obligations arising in any way out of or in connection with this Deed are governed by English law and the Chargor irrevocably submits to the non-exclusive jurisdiction of the English courts.

This Deed has been entered into as a deed on the date stated at the beginning of this Deed.

**SCHEDULE 1**

**Contracts**

1. Any money market deposit transaction entered into or to be entered into from time to time between Standard Chartered Bank (as the party receiving the deposit) and the Chargor (as the party placing the deposit) (as may be amended from time to time).

## SCHEDULE 2

## Forms of letters

## Part 1

## Notice of assignment

To: [\*] [(the Counterparty)]

[Insert date]

Security agreement dated [ ] between Chargor and Standard Chartered Bank (the Security Agreement)

Dear Sirs,

We refer to the *[insert details of Contract]* dated [ ] (the Contract).

This letter constitutes notice to you that we have assigned to Standard Chartered Bank (the Bank) all our rights in respect of the Contract (the **Assigned Rights**).

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Bank, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices under the Contract to us, unless and until you receive notice from the Bank to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Bank or as it directs.

Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior consent of the Bank.

We have not assigned to the Bank any of our obligations relating to the Assigned Rights and we confirm that we remain liable to you for the performance of such obligations.

We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions which we may have given you to the contrary) to[:

- (a) pay to the Bank to the account to be specified by the Bank all monies otherwise due from you to us in respect of the Assigned Rights; and
- (b) provide the Bank with such information relating to the Contract as it may from time to time request and to send copies of all notices issued by you under the Contract to the Bank as well as to us.

The instructions and authorisations which are contained in this letter shall remain in full force and effect until we and the Bank together give you notice in writing revoking them.

Please acknowledge receipt of this notice by signing and returning to the Bank the enclosed acknowledgement.

This letter shall be governed by the laws of England.

Yours faithfully,

For and on behalf of

**[Chargor]**

**SCHEDULE 2**

**Forms of letter**

**Part 2**

**Acknowledgement of assignment**

To: **Standard Chartered Bank**

With a copy to: **[Chargor]**

[Insert date]

Dear Sirs,

We confirm receipt from (the **Chargor**) of a notice dated [ ] of an assignment on the terms of the Security Agreement dated [ ] of all the Chargor's rights in respect of money market transaction deposit, reference number [XX](the **Contract**).

[Insert details of invoices in respect of which notice is given.]

We confirm that we will pay all sums due, and give notices, under the Contract as directed in that notice.

We also confirm that the Bank is not liable for the performance of any of the obligations of the Chargor in respect of the Assigned Rights.

The expressions defined in the attached notice shall have the same respective meanings in this letter.

This letter shall be governed by and construed in accordance with English law.

Yours faithfully

For and on behalf of

Standard Chartered Bank

**SCHEDULE 3**

**Contact details**

**Standard Chartered Bank:**

Address:

[REDACTED]

Telephone No.:

[REDACTED]

Relevant Contact (Officer/Department):

[REDACTED]

**Chargor:**

Address:

[REDACTED]

Telephone No.:

[REDACTED]

Relevant Contact (Officer/Department):

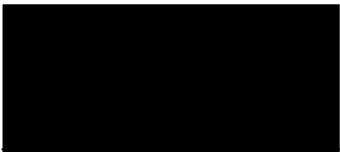
[REDACTED]



SIGNATORIES

THE CHARGOR  
EXECUTED as a deed by  
  
G4S Limited

Authorised Signatory:



Nigel Roberts

Authorised Signatory /Secretary



Samantha Allen

THE BANK  
  
STANDARD CHARTERED BANK

By:



Joshi Kaustubh

By:



Ritu Maloo

(WITNESS)