



Registration of a Charge

Company Name: **G4S CASH SOLUTIONS (UK) LIMITED**

Company Number: **00354883**



Received for filing in Electronic Format on the: **27/10/2021**

XAFZHIVD

Details of Charge

Date of creation: **20/10/2021**

Charge code: **0035 4883 0009**

Persons entitled: **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH (AS COLLATERAL AGENT FOR ITSELF AND THE OTHER SECURED PARTIES)**

Brief description: **NOT APPLICABLE**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **TESSA MALLIA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 354883

Charge code: 0035 4883 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th October 2021 and created by G4S CASH SOLUTIONS (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th October 2021 .

Given at Companies House, Cardiff on 28th 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**

I certify that, save for material redacted pursuant to s.859G of the CA 2006, the enclosed copy of the security instrument delivered as part of this application for registration in accordance with s.859A of the CA 2006, is a correct copy of the original security instrument.

Signature: Tessa Mallia
Name: Tessa Mallia
Title: Solicitor
Date: 26 October 2021

EXECUTION VERSION

SECURITY ACCESSION DEED

This Security Accession Deed is made on 20 October 2021.

Between:

- (1) The companies listed in Schedule 2 (*Third Party Security Providers*) (each, a *TPSP* and together, the *TPSPs*);
 - (2) The companies listed in Schedule 3 (*New Chargors*) (each, a *New Chargor* and together, the *New Chargors*, and collectively with the TPSPs, the *Additional Chargors*);
 - (3) **ALLIED UNIVERSAL HOLDCO LLC** for itself and as agent for and on behalf of each of the existing Chargors (the *Company*); and
 - (4) **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*).

Recital:

This deed is supplemental to a supplemental debenture dated 14 May 2021 between, amongst others, the Initial Chargors named therein and the Collateral Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the *Debenture*).

Now this deed witnesses as follows:

1 Interpretation

1.1 Definitions

Terms defined in the 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 Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the Debenture were references to this deed.

1.3 Limited recourse

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

- (a) the recourse of any Secured Party to each TPSP under this 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 the TPSPs; and
- (b) each TPSP's liability to the Secured Parties pursuant to or otherwise in connection with this deed or the Debenture shall be (A) limited in aggregate to an amount equal to that recovered as a result of enforcement of this deed 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 deed or the Debenture.

2 Accession of Additional Chargors

2.1 Accession

Each Additional Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the 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 and/or the Intercreditor Agreements, each Additional 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 Clause 3.6 (*Excluded Assets*) of the Debenture (and on the basis that the priority of the charge constituted by this Clause 2.3 shall be subject to the Intercreditor Agreements), each Additional 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.

2.4 Security over Bank Accounts

Subject to Clause 3.6 (*Excluded Assets*) of the Debenture (and on the basis that the priority of the charge constituted by this Clause 2.4 shall be subject to the Intercreditor Agreements), each 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.

2.5 Security Assignment

Subject to Clause 3.6 (*Excluded Assets*) of the Debenture (and on the basis that the priority of the assignment constituted by this Clause 2.5 shall be subject to the Intercreditor Agreements), 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 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 New Chargor (or as such New Chargor shall direct).

2.6 Floating Charge

- (a) Subject to Clause 3.6 (*Excluded Assets*) of the Debenture (and on the basis that the priority of the charge constituted by this Clause 2.6 shall be subject to the Intercreditor Agreements), 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.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to this Clause 2.6.

3 Representations

PSC Representation

On the date of this deed, each Additional 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 deed 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 deed; 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 TPSP to issue any such notice.

4 Negative pledge

Each Additional Chargor 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.

5 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 Debenture.

6 Construction of Debenture

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

7 Contractual recognition of Bail-In

7.1 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.

7.2 For the purposes of this Clause 7 (*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 and 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.

8 Governing Law and Jurisdiction

8.1 Governing Law

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

8.2 Jurisdiction

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

8.3 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.

8.4 Exclusive Jurisdiction

This Clause 8 (*Governing Law and Jurisdiction*) is for the benefit of the Collateral Agent only. As a result and notwithstanding Clause 8.2 (*Jurisdiction*) and Clause 8.3 (*Convenient Forum*), it does not prevent the Collateral Agent from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Collateral Agent may take concurrent proceedings in any number of jurisdictions.

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

**Schedule 1
Shares**

Name of Chargor holding Shares	Name of New Chargor issuing Shares	Number and class of Shares
Atlas UK Bidco Limited	G4S Limited	1,562,715,442 Ordinary shares of 25 pence
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
		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 Care and Justice Services (UK) Limited	G4S Monitoring Technologies Limited	51,727,419 Ordinary shares of 10 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
		50,000,000 Ordinary shares of £1
		80,300,000 Redeemable shares of £1
G4S Risk Management Limited	G4S Ordnance Management Limited	1 Ordinary share of £1
		15,333,208 Ordinary shares of \$1
G4S Regional Management (UK & I) Limited	G4S Health Services (UK) Limited	1100 A Ordinary shares of 10 pence
		100 B Ordinary shares of £1
G4S UK Holdings Limited	G4S Cash Solutions (UK) Limited	116,000,000 Ordinary shares of £1
G4S International Holdings Limited	G4S Secure Solutions (Iraq) Limited	43,466,029 Ordinary shares of \$1
G4S Worldwide Holdings Limited		1 Ordinary share of £1
G4S Government and	G4S Investigation Solutions	70,000 A Ordinary shares of £1

Outsourcing Services (UK) Limited	(UK) Limited	30,000 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

Schedule 2
Third Party Security Providers

#	Third Party Security Providers	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 3
New Chargors

#	New Chargor	Jurisdiction	Company number
1.	G4S Limited	England & Wales	04992207
2.	G4S Care and Justice Services (UK) Limited	England & Wales	00390328
3.	G4S Facilities Management (UK) Limited	England & Wales	03333860
4.	G4S Technology Limited	England & Wales	02382338
5.	G4S Secure Solutions (UK) Limited	England & Wales	01046019
6.	G4S Monitoring Technologies Limited	England & Wales	02626613
7.	G4S Cash Centres (UK) Limited	England & Wales	01485104
8.	G4S Regional Management (UK & I) Limited	England & Wales	03189802
9.	G4S Ordnance Management Limited	England & Wales	07068855
10.	G4S Health Services (UK) Limited	England & Wales	05121608
11.	G4S Cash Solutions (UK) Limited	England & Wales	00354883
12.	G4S Secure Solutions (Iraq) Limited	England & Wales	05128617
13.	G4S Investigation Solutions (UK) Limited	England & Wales	03749819
14.	G4S Government and Outsourcing Services (UK) Limited	England & Wales	03175173

Signatories to Security Accession Deed

The New Chargors

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

DocuSigned by:
REDACTED
7E9020609B5D4ED...
Name: Timothy Brandt
Title: Director

Name: David Buckman
Title: Director

Signatories to Security Accession Deed

The New Chargors

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

Name: Timothy Brandt
Title: Director

DocuSigned by:
REDACTED
1838FFE1721B4AB
Name: David Buckman
Title: Director

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

DocuSigned by:
REDACTED
4F7CFDAB56FE473...
Name: Oliver Keck
Title: Director

Name: Graham Levinsohn
Title: Director

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

Name: Oliver Keck
Title: Director

DocuSigned by:
 **REDACTED**
139F99A7280A465...
Name: Graham Levinsohn
Title: Director

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

DocuSigned by:
REDACTED
4F7CFDAB56FE473...
Name: Oliver Keck
Title: Director

Name: Graham Levinsohn
Title: Director

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

Name: Oliver Keck
Title: Director

DocuSigned by:
 **REDACTED**
139F99A7280A465...
Name: Graham Levinsohn
Title: Director

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

DocuSigned by:
REDACTED
FFBF9AEEC182463...
Name: Howard Johnson
Title: Director

Name: Steven Jones
Title: Director

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

Name: Howard Johnson
Title: Director

DocuSigned by:
 **REDACTED**
EA0F17A1442D4D1...
Name: Steven Jones
Title: Director

)
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)
)

REDACTED

Title: Director

Title: Director

Title: Director

Title: Director

Name:	David Byrne
Title:	Director

Title: Director

Title: Director

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

DocuSigned by:
REDACTED
Name: John Apthorpe
Title: Director

Name: Jodie France
Title: Director

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

Name: John Apthorpe
Title: Director

 DocuSigned by:
REDACTED
F75290902A00424...
Name: Jodie France
Title: Director

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

DocuSigned by:
REDACTED
4F7CFDAB56FE473...
Name: Oliver Keck
Title: Director

Name: Graham Levinsohn
Title: Director

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

Name: Oliver Keck
Title: Director

DocuSigned by:
 **REDACTED**
139F99A7280A465...
Name: Graham Levinsohn
Title: Director

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

DocuSigned by:
REDACTED
Name: Charles Burbridge
Title: Director

Name: Liam Kelly
Title: Director

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

Name: Charles Burbridge
Title: Director

DocuSigned by:
 **REDACTED**
811FC712902F433...
Name: Liam Kelly
Title: Director

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

DocuSigned by:
REDACTED
4F7CFDAB66FE473
Name: Oliver Keck
Title: Director

Name: Phillip Dove
Title: Director

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

Name: Oliver Keck
Title: Director

DocuSigned by:
 **REDACTED**
D6E79E798FF645D
Name: Phillip Dove
Title: Director

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

DocuSigned by:
REDACTED
BF4AE88437754B3...
Name: John Apthorpe
Title: Director

Name: Jodie France
Title: Director

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

Name: John Apthorpe
Title: Director

DocuSigned by:
 **REDACTED**
F75290902A00424
Name: Jodie France
Title: Director

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

DocuSigned by:
REDACTED
...4689B0F9E6924A0...
Name: Charles Burbridge
Title: Director

Name: Liam Kelly
Title: Director

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

Name: Charles Burbridge
Title: Director

DocuSigned by:
 **REDACTED**
811FC712902F433...
Name: Liam Kelly
Title: Director

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

DocuSigned by:
REDACTED
17203D35D7064A0...
Name: Matthew Cantle
Title: Director

Name: Andrew Cocks
Title: Director

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

Name: Matthew Cattle
Title: Director

DocuSigned by:
REDACTED
5C6AC018A1CF445...
Name: Andrew Cocks
Title: Director

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

DocuSigned by:
REDACTED
4F7CFDAB56FE473...
Name: Oliver Keck
Title: Director

Name: Graham Levinsohn
Title: Director

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

Name: Oliver Keck
Title: Director

DocuSigned by:
 **REDACTED**
139F99A7280A465...
Name: Graham Levinsohn
Title: Director

The Third Party Security Providers

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

DocuSigned by:
REDACTED
4F7CFDAB56FE473...
Name: Oliver Keck
Title: Director

Name: Graham Levinsohn
Title: Director

The Third Party Security Providers

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

Name: Oliver Keck
Title: Director

DocuSigned by:
 **REDACTED**
139F99A7280A465...
Name: Graham Levinsohn
Title: Director

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

DocuSigned by:
REDACTED
4B89B0F9E6924A0...
Name: Charlie Burbridge
Title: Director

Name: Liam Kelly
Title: Director

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

Name: Charlie Burbridge
Title: Director

DocuSigned by:
REDACTED
811FC712902F433
Name: Liam Kelly
Title: Director


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

DocuSigned by:
REDACTED
308D6725CCE0423
Name: Charles Baillieu
Title: Director

Name: Celine Barroche
Title: Director

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

Name: Charles Baillieu
Title: Director

DocuSigned by:
 **REDACTED**
791FA77244AE48E...
Name: Celine Barroche
Title: Director

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

DocuSigned by:
REDACTED
30BD672FCCE0423...
Name: Charles Baillieu
Title: Director

Name: Celine Barroche
Title: Director

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


Name: Charles Baillieu
Title: Director

DocuSigned by:
REDACTED
791FA77244AE48E
Name: Celine Barroche
Title: Director

The Company

EXECUTED as a **DEED** by)
ALLIED UNIVERSAL HOLDCO LLC)
and signed on its behalf by:)

REDACTED

Name:  Steven S. Jones
Title: Chief Executive Officer

The Collateral Agent

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

)
)
)
)

REDACTED

Name: Whitney Gaston

Title: Authorised Signatory

REDACTED

Name: Christopher Zybrick

Title: Authorised Signatory