



**Registration of a Charge**

Company Name: **ADVANCED PERSONNEL MANAGEMENT (UK) LIMITED**

Company Number: **05903292**



Received for filing in Electronic Format on the: **06/07/2021**

XA86UXNV

**Details of Charge**

Date of creation: **02/07/2021**

Charge code: **0590 3292 0007**

Persons entitled: **BANK OF AMERICA, N.A.**

Brief description: **N/A**

**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: **CAHILL GORDON & REINDEL (UK) LLP**



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

Company number: 5903292

Charge code: 0590 3292 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd July 2021 and created by ADVANCED PERSONNEL MANAGEMENT (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th July 2021 .

Given at Companies House, Cardiff on 8th July 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**

# **ENGLISH CONFIRMATORY SECURITY AGREEMENT**

2 July 2021

**THE COMPANIES LISTED IN SCHEDULE 1**  
as Chargors

and

**BANK OF AMERICA, N.A.**  
as Security Trustee

relating to  
an English law debenture dated 24 September 2020

This Deed is entered into subject to  
the terms of the Intercreditor Agreements

**Cahill**

Cahill Gordon & Reindel (UK) LLP

## CONTENTS

Clause	Page
1. INTERPRETATION.....	1
2. CREATION OF SECURITY.....	2
3. INCORPORATION.....	7
4. CONFIRMATION.....	7
5. GOVERNING LAW.....	7
6. JURISDICTION .....	7
<b>SCHEDULE 1 CHARGORS .....</b>	<b>9</b>
<b>SCHEDULE 2 SECURITY ASSETS .....</b>	<b>10</b>
Signatories .....	17

**THIS DEED** is dated 2 July 2021 and is made

**BETWEEN:**

- (1) **THE COMPANIES LISTED IN SCHEDULE 1** (each a “**Chargor**” and together, the “**Chargors**”); and
- (2) **BANK OF AMERICA, N.A.** (the “**Security Trustee**”) as security trustee for itself and the other Secured Parties.

**BACKGROUND:**

- (A) We refer to the first lien syndicated credit agreement dated 30 June 2020, between, Holdings Guarantor, Parent Borrower, the other Guarantors party thereto from time to time, Bank of America, N.A. as Administrative Agent, Swing Line Lender and L/C Issuer and the Lenders and other parties from time to time party thereto (the “**First Lien Syndicated Facilities Agreement**”).
- (B) Pursuant to an English law debenture dated 24 September 2020 between, among others, the chargors as defined therein and listed in Schedule 1 beneath the heading “The Initial Chargors” (the “**Original Chargors**”) and the Security Trustee (the “**Original Security Agreement**”), each Original Chargor created Security over certain of its respective assets as security for, among other things, payment of all the Obligations.
- (C) On or about the date of this Deed, an amendment no.1 to first lien syndicated facility agreement governed by the laws of New South Wales, Australia (the “**Amendment Agreement (No.1)**”) in respect of the First Lien Syndicated Facilities Agreement (as amended by the Amendment Agreement (No.1), the “**Amended First Lien Syndicated Facilities Agreement**”) has been entered into between, among others, APM Global Holdings Pty Ltd as parent borrower, each person identified therein as an Additional Term B-2 Lender and Bank of America, N.A. as administrative agent and security trustee in connection with, amongst other things, the refinancing in full of the Term B-1 Loans and the Term B-2 Loans outstanding immediately prior to the Amendment No. 1 Effective Date (as defined in the Amendment Agreement (No.1)) with new Term Loans pursuant to the terms of the First Lien Syndicated Facilities Agreement.
- (D) The Chargors and the Security Trustee consider that the Security created by the Chargors under the Original Security Agreement secures payment of the Obligations (as defined below), but enter into this Deed in case they do not.
- (E) This Deed is supplemental to the Original Security Agreement.
- (F) 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**

- (a) In this Deed, “**Obligations**” has the meaning given to the term “Obligations” in the First Lien Syndicated Facilities Agreement, including those obligations and liabilities arising under and in relation to the Additional Term Loans (as defined in Amendment Agreement (No. 1)).
- (b) Capitalised terms defined in or incorporated by reference to the Original Security Agreement (whether directly or by reference to the First Lien Syndicated Facilities Agreement) have, unless expressly defined in this Deed, the same meaning in this

Deed.

- (c) The provisions of clause 1 (*Interpretation*) of the Original Security Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Original Security Agreement will be construed as references to this Deed and references therein and in this Deed to the First Lien Syndicated Facilities Agreement shall be deemed to be references to the Amended First Lien Syndicated Facilities Agreement.

## **1.2 Third party rights**

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

## **1.3 Permitted Transactions**

- (a) Notwithstanding anything to the contrary in this Deed, the terms of this Deed shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Loan Documents or where Required Creditor Consent has been obtained and the Security Trustee 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 Security Trustee entering into such documentation and/or taking such other action at the request of such Chargor pursuant to this Clause 1.3 (Permitted Transactions) shall be for the account of such Chargor, subject to section 9.13 (Indemnification by the Lenders) of the First Lien Syndicated Facilities Agreement.
- (b) Notwithstanding anything to the contrary set out in this Deed, until the occurrence of an Acceleration Event which is continuing (or such later date as provided by this Debenture), the Chargor shall continue to have the sole right to: (i) deal with Charged Property and all contractual counterparts in respect thereof, (ii) amend, waive, terminate or allow to lapse any rights, benefits and/or obligations in respect of such Charged Property, in each case without reference to any Secured Party, other than to the extent agreed to be restricted pursuant to the Loan Documents (save where Required Creditor Consent has been obtained), and (iii) operate and transact business in relation to any Charged Property other than to the extent agreed to be restricted pursuant to the Loan Documents (save where Required Creditor Consent has been obtained).

## **2. CREATION OF SECURITY**

### **2.1 General**

- (a) All the security created under this Deed:
  - (i) is created in favour of the Security Trustee;
  - (ii) is created over present and future assets of each Chargor;
  - (iii) is security for the payment of all the Obligations; and
  - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Security Trustee holds the benefit of this Deed on trust for the Secured Parties.
- (c) All the security created under this Deed:

- (i) is created in case the security created by the Original Security Agreement does not secure all of the Obligations; and
  - (ii) is created in addition to and does not affect the security created by the Original Security Agreement.
- (d) Where this Deed purports to create a first fixed Security, that Security will be a second ranking Security ranking subject to the equivalent Security created by the Original Security Agreement until such time as the Security created by the Original Security Agreement ceases to have effect.
- (e) Where a right or asset has been assigned (subject to a proviso for re-assignment on redemption) under the Original Security Agreement and the same asset or right is purported to be assigned (subject to a proviso for re-assignment on redemption) again under this Deed, that second assignment will take effect as a fixed charge over that right or asset and will only take effect as an assignment if the relevant Security created by the Original Security Agreement ceases to have effect at a time when this Deed still has effect.
- (f) It is agreed and acknowledged that the security created or purported to be created pursuant to this Deed shall be supplemental and without prejudice to the security created or purported to be created pursuant to the Original Security Agreement and accordingly such security created or purported to be created pursuant to the Original Security Agreement shall remain in full force and effect.
- (g) Notwithstanding any other provisions of this Deed, the terms, rights, obligations and security interests created or purported to be created pursuant to this Deed shall at all times be subject to the terms and security interests created by the Original Security Agreement until such time as the security interests created by or pursuant to the Original Security Agreement have no, or cease to have, effect and no default or event of default (howsoever defined) under the Loan Documents shall result solely from the execution of this Deed or from the existence of the Deed at the same time as the Original Security Agreement and such terms of this Deed shall be construed accordingly.
- (h) Where in circumstances where the security interests constituted by the Original Security Agreement remains in full force and effect, any reference in this Deed to an asset secured under the Original Security Agreement being assigned or the security over any asset secured under the Original Security Agreement being first ranking or secured with full title guarantee, shall be construed accordingly.
- (i) If the Chargor is in compliance with the terms of the Original Security Agreement (including without limitation, any obligation to deliver or deposit any deeds document of title, certificates, evidence of ownership or related documentation) then to the extent that the terms of this Deed are the same and apply in respect of the same assets, then the Chargor will be deemed to have complied with the respective terms of this Deed.
- (j) Notwithstanding that the Security created by this Deed will be second ranking Security subject to the Security created by the Original Security Agreement until such time as the Security created by the Original Security Agreement ceases to have effect, all amounts received or recovered by the Security Trustee or any Receiver pursuant to this Deed shall (subject to the claims of any person having prior rights thereto) be applied in the order and manner specified by section 7.03 of the First Lien Syndicated Facilities Agreement notwithstanding any purported appropriation by any Chargor.

## **2.2 Covenant to Pay**

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

## **2.3 Fixed Security**

Subject to Clause 2.7 (*Excluded Assets*), each Chargor, as continuing security for the full payment of the Obligations, charges in favour of the Security Trustee with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest by way of first fixed charge:

- (a) the Shares and all corresponding Related Rights;
- (b) the Bank Accounts and all Related Rights; and
- (c) if not effectively assigned by Clause 2.4 (*Security Assignment*), all of its rights, title and interest in (and claims under) the Assigned Agreements.

## **2.4 Security Assignment**

Subject to Clause 2.7 (*Excluded Assets*) and as continuing security for the full payment of the Obligations, each Chargor assigns absolutely by way of security with full title guarantee to the Security Trustee all its right, title and interest from time to time in and to the Assigned Agreements and all Related Rights, provided that: (i) on payment and discharge in full of the Obligations; or (ii) with respect to a Chargor, such Chargor being released in accordance with Section 11.09 (*Release of Guarantors*) of the First Lien Syndicated Facilities Agreement, the Security Trustee will promptly re-assign the relevant Assigned Agreements to that Chargor (or as it shall direct).

## **2.5 Floating Charge**

- (a) Subject to Clause 2.7 (*Excluded Assets*), as further continuing security for the full payment of the Obligations, each Chargor charges with full title guarantee in favour of the Security Trustee (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 including those not effectively charged under Clause 2.3 (*Fixed Security*) or assigned under Clause 2.4 (*Security Assignment*).
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to this Clause 2.5 (*Floating Charge*).

## **2.6 Conversion of a Floating Charge**

- (a) The Security Trustee may, by prior written notice to the relevant Chargor, convert the floating charge created under this Deed 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 Security Trustee under this Deed over any assets, where a Chargor creates or purports to create Security over such assets, save where the relevant Chargor is not prohibited from creating such Security under the Loan



Documents or where the Security Trustee has given prior written consent.

- (b) The floating charge created under this Deed will automatically (without notice) and immediately be converted into a fixed charge over any asset charged under the floating charge created under this Deed if:
  - (i) any 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 Security Trustee); or
  - (ii) a 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 Deed to crystallise or causing restrictions which would not otherwise apply to be imposed as the disposal or property by any Chargor or a ground for the appointment of the Receiver.

## **2.7 Excluded Assets**

- (a) Unless otherwise expressly agreed in writing between the relevant Chargor and the Security Trustee after the date on which it becomes a party to this Deed, there shall be excluded from the Security created by this Clause 2 (*Creation of Security*), from the other provisions of this Deed and from the operation of any further assurance provisions contained in the Loan Documents:
  - (i) any assets of a Chargor excluded from the Charged Property pursuant to the Agreed Security Principles;
  - (ii) any assets of the type described in paragraph 11(j) of the Agreed Security Principles;
  - (iii) 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 contract, licence, lease, instrument or other arrangement with a third party (including any asset or undertaking which a Chargor is precluded from creating Security on or over without the prior consent of a third party) 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;
  - (iv) any asset or undertaking which, if subject to any such Security or the provisions of this Deed, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations (in each case prior to an Acceleration Event which is continuing) of any member of the Group in respect of that asset or undertaking or require 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;
  - (v) any asset or undertaking situated outside England and Wales;

- (vi) any unregistered Real Property which, if subject to any such Security, would be required to be registered under the Land Registration Act 2002 (provided that such Real Property shall only be excluded for so long as it remains unregistered) or is a leaseholder property that has 25 years or less to run on the lease or has a rack rent payable in respect thereof;
- (vii) any investment in a joint venture (or other minority interest investment); or any member of the Group which is not wholly owned by another member of the Group; or any member of the Group which is not a Restricted Subsidiary or a Loan Party;
- (viii) any asset or undertaking subject to security in favour of a third party or any cash constituting regulatory capital or customer cash; and
- (ix) any asset or undertaking representing more than 65 per cent. of the total combined voting power of all classes of shares entitled to vote of (i) any "controlled foreign corporation" (as defined under Section 957(a) of the Internal Revenue Code of 1986, as amended) (a "CFC") that is directly owned for US federal income tax purposes by a US Person owned by a Chargor, or (ii) any (A) US entity or (B) non-US entity that is treated as a disregarded entity for US federal income tax purposes, in each case that is owned by a US person owned by a Chargor and has no material assets other than equity interests (or equity interests and indebtedness) of one or more CFCs,

provided that:

- (A) in the case of paragraphs (iii) and (iv), the relevant Chargor shall use reasonable endeavours (without incurring material costs or taking any action which adversely impacts relationships with third parties) to obtain consent to charging any such asset or undertaking (where otherwise prohibited) if the Security Trustee (acting on the instructions of the Secured Parties) specifies prior to the date of this Deed or, as the case may be, the date of such Chargor's execution of a Security Accession that such asset or undertaking is material; and
  - (B) if such prohibition or right to terminate is irrevocably and unconditionally waived or otherwise ceases to apply, the relevant Chargor agrees, upon the written request of the Security Trustee, to take all steps required pursuant to section 6.13 (*Further Assurance*) of the First Lien Syndicated Facilities Agreement such that the relevant asset is thereafter included in the Security created by this Clause 2, but otherwise continuing to be subject to this Clause 2.7 (*Excluded Assets*).
- (b) If at any time a Chargor notifies the Security Trustee that an asset being subject to the Security created by this Clause 2 (*Creation of Security*) or any other provision of this Deed 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 and as permitted by the First Lien Syndicated Facilities Agreement then to the extent applicable in accordance with the terms of, and as permitted by, section 10.01 (*Amendments, Etc*) of the First Lien Syndicated Facilities Agreement or as otherwise excluded by virtue of this Clause 2.7 (*Excluded Assets*), the Security Trustee 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 2 (*Creation of Security*) and the other provisions of this Deed, provided that any costs and expenses incurred by the Security Trustee entering into such documentation at the request of such Chargor pursuant to this Clause 2.7 (*Excluded Assets*) shall be for the account of such Chargor (subject to section 10.04

(*Attorney Costs and Expenses*) of the First Lien Syndicated Facilities Agreement). The Security Trustee is entitled to rely absolutely and without any further investigation on any such notification from a Chargor and is irrevocably authorised by each Secured Party to enter into such documentation.

## **2.8 Ranking**

The floating charges created pursuant to Clause 2.5 (*Floating Charge*) shall, subject to s.464(2) of the Companies Act 1985, rank in accordance with Section 2 (*Ranking*) of the Intercreditor Agreements.

## **3. INCORPORATION**

- (a) The provisions of clause 4 (*Representations and Warranties*) to clause 20 (*Miscellaneous*) (inclusive) of the Original Security Agreement are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed (including references to the Original Security Agreement shall be deemed to be references to this Deed and references to the First Lien Syndicated Facilities Agreement shall be deemed to be references to the Amended First Lien Syndicated Facilities Agreement).
- (b) Each Chargor shall procure that each member of the Group which accedes the Original Security Agreement shall, substantially simultaneously with any such accession, also accede to this Deed by delivering a duly executed and completed deed of accession to the Security Trustee substantially in the form set out in schedule 2 (Form of Security Accession Deed) to the Original Security Agreement.

## **4. CONFIRMATION**

Each Chargor acknowledges and agrees:

- (a) that the Original Security Agreement secured the payment, discharge and performance of the Obligations including, without limitation, under the First Lien Syndicated Facility Agreement as amended, varied, novated, supplemented, extended, restated (however fundamental and whether or not more onerous) or replaced including, without limitation, any change in the purpose of, any extension of, or increase in any facility or the addition of any any new facility under any Loan Document or Original Security Document or other document or security from time to time; and
- (b) that the Original Security Agreement continues to have full force and effect in accordance with its terms and to secure the payment, discharge and performance of the Obligations including, without limitation, under the First Lien Syndicated Facility Agreement in favour of the Secured Parties on the terms set out therein.

## **5. GOVERNING LAW**

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

## **6. JURISDICTION**

- (a) 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 obligations arising out of or in connection with this Deed (a “**Dispute**”).
- (b) The Parties agree that the courts of England are the most appropriate and convenient

courts to settle Disputes and accordingly no Party will argue to the contrary.

- (c) This Clause 6 is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

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

## SCHEDULE 1

### CHARGORS

Name of Chargor	Registration Number	Jurisdiction
Ability Insight Limited	05897040	5th Floor 18 Mansell Street, London, England, E1 8AA
Advanced Personnel Management (UK) Limited	05903292	5th Floor 18 Mansell Street, London, England, E1 8AA
Advanced Personnel Management Group (UK) Limited	04881405	5th Floor 18 Mansell Street, London, England, E1 8AA
Advanced Personnel Management Holdings (UK) Limited	06508998	5th Floor 18 Mansell Street, London, England, E1 8AA
APM UK Holdings Limited	10745701	5th Floor 18 Mansell Street, London, England, E1 8AA
Ingeus Europe Limited	04320866	5th Floor 18 Mansell Street, London, England, E1 8AA
Ingeus UK Limited	04320853	5th Floor 18 Mansell Street, London, England, E1 8AA
Invisage Limited	09456243	5th Floor 18 Mansell Street, London, England, E1 8AA
ITL Training Limited	03265839	5th Floor 18 Mansell Street, London, England, E1 8AA
The Reducing Reoffending Partnership Limited	08884609	5th Floor 18 Mansell Street, London, England, E1 8AA
The Derbyshire, Leicestershire, Nottinghamshire and Rutland Community Rehabilitation Company Limited	08802532	Ground Floor Centre City, 5-7 Hill Street, Birmingham, England, B5 4UA
The Staffordshire and West Midlands Community Rehabilitation Company Limited	08802529	Ground Floor Centre City, 5-7 Hill Street, Birmingham, England, B5 4UA

**SCHEDULE 2****SECURITY ASSETS****SHARES**

<b>Name of Chargor which holds the shares</b>	<b>Name of company issuing shares</b>	<b>Number and class of shares</b>
Advanced Personnel Management Holdings (UK) Limited	Advanced Personnel Management (UK) Limited	1 Ordinary share
Advanced Personnel Management Holdings (UK) Limited	Advanced Personnel Management Group (UK) Limited	822,000 A Shares 856,412 B Shares 2,100,882 Ordinary shares
APM UK Holdings Limited	Ingeus Europe Limited	21,923,671 Ordinary shares
Ingeus Europe Limited	Ingeus UK Limited	4 Ordinary shares
Ingeus UK Limited	Ability Insight Limited	1 Ordinary share
Ingeus UK Limited	Invisage Limited	2 Ordinary shares
Ingeus UK limited	ITL Training Limited	27,500 Ordinary A shares
Ingeus UK Limited	The Reducing Reoffending Partnership Limited	100 Ordinary shares
The Reducing Reoffending Partnership Limited	The Derbyshire, Leicestershire, Nottinghamshire and Rutland Community Rehabilitation Company Limited	10 Ordinary shares
The Reducing Reoffending Partnership Limited	The Staffordshire and West Midlands Community Rehabilitation Company Limited	10 Ordinary shares

## SIGNATORIES

### The Chargors

**EXECUTED** as a **DEED** by )  
**ABILITY INSIGHT LIMITED** )  
acting by a director )

 \_\_\_\_\_

Name: Adam Hart

Title: Director

in the presence of a witness

 \_\_\_\_\_

Name: Winn-Yan Lok

Address: 

Occupation: Executive Assistant

### Notice Details

Address:

Email:

Attention:

**EXECUTED** as a **DEED** by )  
**ADVANCED PERSONNEL MANAGEMENT** )  
**(UK) LIMITED** )  
acting by a director



Name: Adam Hart

Title: Director

in the presence of a witness



Name: Winn-Yan Lok

Address:

Occupation: Executive Assistant

#### **Notice Details**

Address:

Email:

Attention:



**EXECUTED** as a **DEED** by )  
**ADVANCED PERSONNEL MANAGEMENT** )  
**GROUP (UK) LIMITED** )  
acting by a director



Name: Adam Hart

Title: Director

in the presence of a witness



Name: Winn-Yan Lok

Address:



Occupation: Executive Assistant

**Notice Details**

Address:

Email:

Attention:

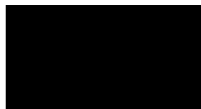
**EXECUTED** as a **DEED** by )  
**ADVANCED PERSONNEL MANAGEMENT** )  
**HOLDINGS (UK) LIMITED** )  
acting by a director



Name: Adam Hart

Title: Director

in the presence of a witness



Name: Winn-Yan Lok

Address:

Occupation: Executive Assistant

#### **Notice Details**

Address:

Email:

Attention:

**EXECUTED** as a **DEED** by )  
**APM UK HOLDINGS LIMITED** )  
acting by a director )

\_\_\_\_\_

Name: Adam Hart

Title: Director

in the presence of a witness

\_\_\_\_\_

Name: Winn-Yan Lok

Address: 

Occupation: Executive Assistant

**Notice Details**

Address:

Email:

Attention:

**EXECUTED** as a **DEED** by  
**INGEUS EUROPE LIMITED**  
acting by a director

)  
)  
)



Name: Adam Hart

Title: Director

in the presence of a witness



Name: Winn-Yan Lok

Address:



Occupation: Executive Assistant

**Notice Details**

Address:

Email:

Attention:

**EXECUTED** as a **DEED** by )  
**INGEUS UK LIMITED** )  
acting by a director )

\_\_\_\_\_

Name: Adam Hart

Title: Director

in the presence of a witness

\_\_\_\_\_

Name: Winn-Yan Lok

Address: 

Occupation: Executive Assistant

**Notice Details**

Address:

Email:

Attention:


**EXECUTED** as a **DEED** by )  
**INVISAGE LIMITED** )  
acting by a director )

  
Name: Adam Hart

Title: Director

in the presence of a witness

  
Name: Winn-Yan Lok

Address: 

Occupation: Executive Assistant

**Notice Details**

Address:

Email:

Attention:

**EXECUTED** as a **DEED** by  
**ITL TRAINING LIMITED**  
acting by a director

)  
)  
)



Name: Adam Hart

Title: Director

in the presence of a witness



Name: Winn-Yan Lok

Address:



Occupation: Executive Assistant

**Notice Details**

Address:

Email:

Attention:

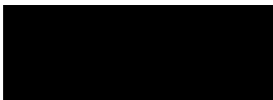
**EXECUTED** as a **DEED** by )  
**THE REDUCING REOFFENDING** )  
**PARTNERSHIP LIMITED** )  
acting by a director



Name: Adam Hart

Title: Director

in the presence of a witness



Name: Winn-Yan Lok

Address: 

Occupation: Executive Assistant

**Notice Details**

Address:

Email:

Attention:



**EXECUTED** as a **DEED** by )  
**THE DERBYSHIRE, LEICESTERSHIRE,** )  
**NOTTINGHAMSHIRE AND RUTLAND** )  
**COMMUNITY REHABILITATION**  
**COMPANY LIMITED**  
acting by a director



Name: Adam Hart

Title: Director

in the presence of a witness



Name: Winn-Yan Lok

Address:



Occupation: Executive Assistant

**Notice Details**

Address:

Email:

Attention:

**EXECUTED** as a **DEED** by )  
**THE STAFFORDSHIRE AND WEST** )  
**MIDLANDS COMMUNITY** )  
**REHABILITATION COMPANY LIMITED**  
acting by a director



Name: Adam Hart

Title: Director

in the presence of a witness



Name: Winn-Yan Lok

Address:



Occupation: Executive Assistant

**Notice Details**

Address:

Email:

Attention:

Security Trustee

**BANK OF AMERICA, N.A.**



By: **Anthony W. Kell**  
Title: **Vice President**

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

Title: \_\_\_\_\_