



Registration of a Charge

Company Name: **AMBERSTONE SECURITY GROUP LIMITED**

Company Number: **13249975**



Received for filing in Electronic Format on the: **16/11/2022**

XBGXFK55

Details of Charge

Date of creation: **15/11/2022**

Charge code: **1324 9975 0002**

Persons entitled: **ARES CAPITAL CORPORATION**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **MORGAN, LEWIS & BOCKIUS UK LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13249975

Charge code: 1324 9975 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th November 2022 and created by AMBERSTONE SECURITY GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th November 2022 .

Given at Companies House, Cardiff on 18th November 2022

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**

UK Debenture – Deed of Accession

THIS DEED OF ACCESSION is dated 15 November 2022

BETWEEN:

- (1) **THE ENTITIES LISTED IN SCHEDULE 1 TO THIS DEED** (the **New Chargors**);
- (2) **AH UK PVT. LTD** (registered in England and Wales with company number 14218852) (the **Company**) for itself and as agent for and on behalf of each of the other Chargors presently party to the UK Debenture (as defined below); and
- (3) **ARES CAPITAL CORPORATION** as Collateral Agent for the benefit of the Secured Parties (the **Collateral Agent**).

BACKGROUND:

- (A) The Company and others as Chargors entered into a deed of UK debenture dated 1 August 2022 (as supplemented and amended from time to time, the **UK Debenture**) in favour of the Collateral Agent.
- (B) The New Chargors have at the request of the Company and in consideration of the Lenders continuing to make facilities available under the Credit Agreement and after giving due consideration to the terms and conditions of the Loan Documents and the UK Debenture and satisfying themselves that there are reasonable grounds for believing that the entry into this Deed by it will be of benefit to them, decided in good faith and for the purpose of carrying on their business to enter into this Deed and thereby become Chargors under the UK Debenture.
- (C) The New Chargors and the Collateral Agent intend that this document take effect as a deed notwithstanding that it may be executed under hand.

IT IS AGREED:

1. Terms defined in, and definitions incorporated in, the UK Debenture have the same meaning when used in this Deed.
2. Each New Chargor agrees to become a party to and bound by the terms of the UK Debenture as a Chargor with immediate effect and so that the UK Debenture shall be read and construed for all purposes as if each New Chargor had been an original party to the UK Debenture in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed).
3. Each New Chargor undertakes to be bound by all of the covenants and agreements in the UK Debenture which are expressed to be binding on a Chargor.
4. Each New Chargor grants to the Collateral Agent the assignments, charges, mortgages and other Security Interests described in the UK Debenture as being granted, created or made by Chargors

under the UK Debenture to the intent that its assignments, charges, mortgages and other Security Interests shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the UK Debenture or of any other party's execution of the UK Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the UK Debenture or in any other Deed of Accession.

5. The UK Debenture and this Deed shall be read and construed as one to the extent and so that references in the UK Debenture to:
 - (a) "this Deed" and similar phrases shall be deemed to include this Deed;
 - (b) "Schedule 2" shall be deemed to include a reference to Part I of Schedule 2 to this Deed;
 - (c) "Schedule 4" shall be deemed to include a reference to Part II of Schedule 2 to this Deed;
 - (d) "Schedule 5" shall be deemed to include a reference to Part III of Schedule 2 to this Deed;
 - (e) "Schedule 6" shall be deemed to include a reference to Part IV of Schedule 2 to this Deed; and
 - (f) "Schedule 7" shall be deemed to include a reference to Part V(a) of Schedule 2 to this Deed.
6. The Company, for itself and as agent for and on behalf of the other Chargors under the UK Debenture, agrees and consents to all of the matters provided for in this Deed.
7. Without limiting the generality of the other provisions of this Deed and the UK Debenture, pursuant to the terms of this Deed and the UK Debenture, each New Chargor as security for the payment and performance of the Obligations, and in the manner specified in Clause 1.2(f) of the UK Debenture:
 - (a) charges to the Collateral Agent by way of first legal mortgage all of the property (if any) now belonging to it brief descriptions of which are specified in Schedule 2 (Mortgaged Property) to the UK Debenture and/or Part I of Schedule 2 to this Deed;
 - (b) mortgages and charges and agrees to mortgage and charge to the Collateral Agent by way of first mortgage all of the stocks, shares and other securities (if any) brief descriptions of which are specified in Part II of Schedule 2 to this Deed (which shall from today's date form part of the Group Shares for the purposes of the UK Debenture);
 - (c) mortgages and charges and agrees to mortgage and charge to the Collateral Agent the same to be a security by way of a first mortgage all of its right, title and interest in and to the Equipment (if any) brief descriptions of which are specified in Part III of Schedule 2 to this Deed (which shall from today's date form part of the Specified Equipment for

the purposes of the UK Debenture), the same to be a security by way of a first legal mortgage and all spare parts and replacements for and all modifications and additions to such Specified Equipment;

- (d) charges to the Collateral Agent by way of a first fixed charge all of its right, title and interest in and to:
 - (i) the Charged Accounts specified in Part V of Schedule 2 to this Deed; and
 - (ii) all monies standing to the credit of such Charged Accounts and the debts represented by them;
- (e) charges to the Collateral Agent by way of first fixed charge its Intellectual Property (if any) specified in Part IV of Schedule 2 to this Deed (which shall from today's date form part of the Scheduled Intellectual Property of the Chargors for the purposes of the UK Debenture); and
- (f) charges in favour of the Collateral Agent by way of floating charge upon all its other assets and undertakings not otherwise effectively mortgaged or charged by way of fixed mortgage or charge set out in paragraphs (a) to (e) above in favour of the Collateral Agent.

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.

This Deed and all non-contractual obligations arising out of it shall be governed by and construed in accordance with English law.

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

SCHEDULE 1
The New Chargors

New Chargor	Jurisdiction of Incorporation	Registration Number (or equivalent, if any)
Amberstone Security Limited	England & Wales	10259434
Amberstone Security Group Limited	England & Wales	13249975
Amberstone Technology Limited	England & Wales	07409925
Tri-Ex Security Limited	England & Wales	04881033

SCHEDULE 2
Asset Schedules

Part I (*Mortgaged Property*)

None at the date of this Deed.

Part II (*Group Shares*)

Subsidiary	Issued Share Capital	Shareholder
Amberstone Security Limited	1,729 ordinary shares of £0.001 each	Amberstone Security Group Limited
Tri-Ex Security Limited	60 ordinary shares of £1 each	Amberstone Security Limited
Amberstone Technology Limited	1,000 ordinary shares of £1 each	Amberstone Security Limited
Amberstone Technology (Europe) GmbH	25,000 shares of €1.00 each	Amberstone Technology Limited

Part III (*Specified Equipment*)

None at the Date of this Deed

Part IV (*Scheduled Intellectual Property*)

Trademark owned by Amberstone Technology Limited with registered with number UK00003149054.

Part V (Charged Accounts)

Account Holder	Account Number	Sort Code	Account Bank	Branch Address
Amberstone Security Limited	██████████	██████	Barclays Bank Plc (EURO account)	1 Princes Street, Ipswich, Suffolk IP1 1PB
	██████████	██████	Barclays Bank Plc (CAD account)	
	██████████	██████	Barclays Bank Plc (GBP account)	
	██████████	██████	Barclays Bank Plc (USD account)	
Amberstone Technology Limited	██████████	██████	Barclays Bank Plc (USD account)	

SIGNATURE PAGES TO DEED OF ACCESSION

The New Chargors

Executed as a deed by
AMBERSTONE SECURITY LIMITED

)
)
)



Director

In the presence of:



Signature of witness

Name

Richa Sharma

Address

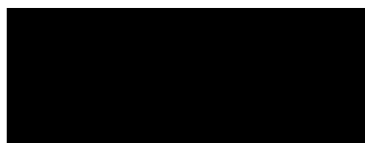
950 E Paces Ferry Rd NE Suite 2000, Atlanta GA, 30326

Occupation

Employed.

Executed as a deed by
AMBERSTONE SECURITY GROUP
LIMITED

)
)
)



Director

In the presence of:



Signature of witness

Name

Richa Sharma

Address

950 E Paces Ferry Rd NE, Suite 2000, Atlanta, GA 30326

Occupation

Employed.

Executed as a deed by
AMBERSTONE TECHNOLOGY LIMITED

Director

In the presence of:

Signature of witness

Name

Address

Occupation

Richa Sharma
900 E Paces Ferry Rd NE, Suite 2000, Atlanta GA, 30326
Employed

Executed as a deed by
TRI-EX SECURITY LIMITED

Director

In the presence of:

Signature of witness

Name

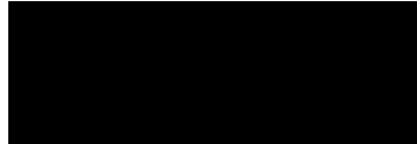
Address

Occupation

Richa Sharma
900 E Paces Ferry Rd NE, Suite 2000, Atlanta, GA, 30326
Employed

The Company

Executed as a deed by)
AH UK PVT. LTD)
for itself and as agent for the other)
Chargors party to the UK Debenture)



Director

In the presence of:



Signature of witness

Name

Richa Sharma

Address

950 E Paces Ferry Rd, Atlanta, GA, 30326

Occupation

Employed

The Collateral Agent

ARES CAPITAL CORPORATION

By:

Name: Scott Lem

Title: Authorized Signatory