



Registration of a Charge

Company Name: **CHUBB GROUP LIMITED**

Company Number: **00585729**



XCH9SE2Y

Received for filing in Electronic Format on the: **28/11/2023**

Details of Charge

Date of creation: **23/11/2023**

Charge code: **0058 5729 0010**

Persons entitled: **CITIBANK, N.A. (AS COLLATERAL AGENT FOR AND ON BEHALF OF THE SECURED PARTIES)**

Brief description: **NOT APPLICABLE**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **THEON RICHARDS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 585729

Charge code: 0058 5729 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd November 2023 and created by CHUBB GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th November 2023 .

Given at Companies House, Cardiff on 29th November 2023

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



Companies House



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

23 November 2023

THE CHARGORS LISTED IN SCHEDULE 1

and

CITIBANK, N.A.

(as Collateral Agent for and on behalf of the Secured Parties)

SECURITY CONFIRMATION DEED

LATHAM & WATKINS^{LLP}

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THIS SECURITY CONFIRMATION DEED (this “Deed”) is made on 23 November 2023

BETWEEN:

- (1) THE COMPANIES listed in Schedule 1 (*The Chargors*) (each a “Chargor” and together the “Chargors”); and
- (2) CITIBANK, N.A., as collateral agent for and on behalf of the Secured Parties (the “Collateral Agent”).

WHEREAS:

- (A) Reference is made to:
 - (a) the credit agreement entered into on 1 October 2019 between, amongst others, APi Group DE, Inc. (the “Initial Borrower”), APi Group Corporation (formerly known as J2 Acquisition Limited) (“Holdings”), the lenders from time to time party thereto and Citibank, N.A. (as “Administrative Agent” and “Collateral Agent”), as amended on 22 October 2020, on 16 December 2021 and further amended on 19 May 2023 between, amongst others, the Initial Borrower, Holdings, the Administrative Agent and the Collateral Agent, and as may be further amended from time to time; (the “Credit Agreement”);
 - (b) the fourth amendment agreement dated 11 October 2023 in relation to the Credit Agreement entered into by, amongst others, the Initial Borrower, Holdings, the Administrative Agent and the Collateral Agent (the “Amendment Agreement”); and
 - (c) the existing security documents listed in Schedule 2 (*Existing Security Documents*) (each an “Existing Security Document” and together the “Existing Security Documents”).
- (B) By executing and delivering this Deed, each Chargor: (i) confirms that the Security (as defined in the Existing Security Documents) created by it pursuant to each Existing Security Document that it is party to continues to secure the payment and discharge of the Relevant Indebtedness (as defined below) and (ii) to the extent that the Security created pursuant to the Existing Security Documents does not secure the Relevant Indebtedness (as defined below) creates the further Security described in Clause 4 (*Further Security*).

IT IS AGREED as follows:

1. DEFINITIONS

1.1 In this Deed:

- (a) “2022 Debenture” has the meaning given to such term in Schedule 2 (*Existing Security Documents*);
- (b) “Amended Credit Agreement” means the Credit Agreement (as amended, varied, restated, supplemented or modified from time to time including pursuant to the Amendment Agreement);

- (c) “CCHL Share Charge” has the meaning given to such term in Schedule 2 (*Existing Security Documents*);
 - (d) “CGL Share Charge” has the meaning given to such term in Schedule 2 (*Existing Security Documents*);
 - (e) “Charged Property” in respect of each Existing Security Document, means all the assets and undertakings of the relevant Chargor which from time to time are the subject of the Security created or expressed to be created in favour of the Collateral Agent by or pursuant to that Existing Security Document (and this Deed, as the case may be);
 - (f) “Charging Provisions” means clause 3 (*Charging Provisions*) of the 2022 Debenture, clause 3 (*Charging Provision*) of the CCHL Share Charge, clause 3 (*Charging Provision*) of the CGL Share Charge and clause 3 (*Charging Provision*) of the CHKL Share Charge; and
 - (g) “CHKL Share Charge” has the meaning given to such term in Schedule 2 (*Existing Security Documents*) (together with the CCHL Share Charge and the CGL Share Charge, the “2022 Share Charges”).
- 1.2 Unless this Deed provides otherwise, a term which is defined (or expressed to be subject to a particular construction or interpretation) in the Amendment Agreement, the Amended Credit Agreement and/or an Existing Security Document (as the case may be) shall have the same meaning (and be subject to the same construction or interpretation) in this Deed.
- 1.3 This Deed shall be subject to the terms of the Amended Credit Agreement and to the extent any provision of this Deed is inconsistent with the provisions of the Amended Credit Agreement, the terms of the Amended Credit Agreement shall prevail.

2. INCORPORATION BY REFERENCE

The following provisions shall be deemed incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed:

- (a) clause 1.2 (*Construction*) to clause 1.6 (*Declaration of Trust*) and clause 24 (*Changes to Parties*) to clause 25 (*Miscellaneous*) (inclusive) of the 2022 Debenture; and
- (b) with respect to Chubb Group Limited only, clause 28 (*Service of Process*) of the CGL Share Charge.

3. CONFIRMATION AND ACKNOWLEDGEMENT

- 3.1 Each Chargor hereby acknowledges and agrees to the terms of the Amendment Agreement and the Amended Credit Agreement including (without limitation) (A) the provision and funding of the Repriced Initial Term Loans (as defined in the Amendment Agreement), (B) the provision and funding of the Repriced 2021 Incremental Term Loans (as defined in the Amendment Agreement) and (C) the other amendments as set out in the amended credit agreement attached as Exhibit C to the Amendment Agreement.
- 3.2 Each Chargor hereby acknowledges and agrees that:
- (a) each of its undertakings arising under or in connection with the Loan Documents is and remains in full force and effect; and
 - (b) the Security created by it pursuant to the Existing Security Documents to which it is a

party is and remains in full force and effect and secures, and shall hereafter continue to secure, the Secured Obligations (as defined in the Existing Security Documents), which, for the avoidance of doubt, includes and extends to (i) all additional loans and all increases to the facilities as contemplated by the Amendment Agreement and the Amended Credit Agreement, (ii) all loans made pursuant to the Amended Credit Agreement and the Amendment Agreement and (iii) all the other liabilities and obligations owed and/or due by any Loan Party, in each case, arising under any Loan Document (the Secured Obligations as so extended hereinafter referred to as the “Relevant Indebtedness”).

4. FURTHER SECURITY

- 4.1 For the avoidance of doubt, each Chargor, as primary obligor, covenants with and undertakes to the Collateral Agent (for and on behalf of itself and the other Secured Parties) that it will on the Collateral Agent’s written demand (given in accordance with the Loan Documents) pay the Relevant Indebtedness when they fall due for payment.
- 4.2 To the extent the Security created pursuant to any of the Existing Security Documents does not secure the Relevant Indebtedness, the relevant Chargor, as continuing security for the payment of the Relevant Indebtedness, charges in favour of the Collateral Agent as legal and beneficial owner the relevant Charged Property in each case in the manner and to the extent described in the relevant Charging Provision as if that Charging Provision were set out in this Deed in full, *mutatis mutandis*.
- 4.3 The Collateral Agent shall, in relation to the Security created by this Deed, have the same rights and obligations in relation to the Charged Property as are expressed to be granted to it or assumed by it under each Existing Security Document.
- 4.4 To the extent that a Security is created pursuant to Clause 4.2, without prejudice to Clause 4.3 above, the Chargors expressly acknowledge and agree that clause 4 (*Further Assurance*) to clause 23 (*Notices*) (inclusive) of the 2022 Debenture and clause 4 (*Further Assurance*) to clause 23 (*Notices*) (inclusive) of the 2022 Share Charges (as the case may be) apply to this Deed and the Security created pursuant to this Deed as if those clauses were set out in this Deed in full, *mutatis mutandis*, except that (without prejudice to the existing obligations under each Existing Security Document):
 - (a) in the case of the 2022 Debenture, each relevant Chargor shall:
 - (i) within five (5) Business Days of the date of this Deed, serve an Account Notice on a relevant bank pursuant to clause 7.2(b) (*Receivables and Bank Accounts*) of the 2022 Debenture;
 - (ii) within twenty (20) Business Days of the date of this Deed, give an Insurance Notice to a relevant counterparty to an Insurance Policy and use reasonable endeavours to procure an acknowledgement from such counterparty within twenty (20) Business Days of the service of the Insurance Notice, in each case pursuant to clause 7.3(b) (*Insurance Policies and Assigned Agreements*) of the 2022 Debenture; and
 - (iii) within twenty (20) Business Days of the date of this Deed, give a Counterparty Notice to the other party to each Assigned Agreement and use reasonable endeavours to procure an acknowledgement from such counterparty within twenty (20) Business Days of the service of the Counterparty Notice, in each case pursuant to clause 7.3(c) (*Insurance Policies and Assigned Agreements*) of the 2022 Debenture.

- (b) in the case of each 2022 Share Charge, each relevant Chargor shall, within five (5) Business Days of the date of this Deed, deposit with the Collateral Agent all instruments, letters, resolutions and documents as required pursuant to clause 7(a)(iii) to (iv) (*Protection of Security*) of each 2022 Share Charge, in each case in form and substance acceptable of the Collateral Agent.
- 4.5 Each Chargor shall promptly (and in any event within 30 days of the date of this Deed) deliver to (i) (with respect to Chargors which are incorporated under the laws of Hong Kong only) the Hong Kong Companies Registry the particulars of this Deed together with this Deed for registration and (ii) (with respect to a Chargor which is incorporated under the laws of England & Wales only) the UK Companies House the particulars of this Deed together with this Deed for registration.
- 4.6 The Security created by each Chargor under this Deed shall be separate and distinct from, and shall not merge with nor exclude or prejudice, the Security created by each Chargor over its Charged Property pursuant to the relevant Existing Security Document.
- 4.7 The fact that no or incomplete details of any Charged Property are included in this Deed does not affect the validity or enforceability of this Security.
- 4.8 All the security created under this Deed:
 - (a) is created in case the security created by the relevant Existing Security Document does not secure all of the Secured Obligations; and
 - (b) is created in addition to and does not affect the security created by the relevant Existing Security Document.
- 4.9 Where this Deed purports to create a first ranking security interest, that security interest will be ranking subject to the equivalent security interest created by the relevant Existing Security Document until such time as the security interest created by the relevant Existing Security Document ceases to have effect.
- 5. RATIFICATION OF EXISTING SECURITY DOCUMENT**
- 5.1 Each Chargor hereby ratifies and confirms that each Existing Security Document shall continue to apply and remain in full force and effect on its terms.
- 5.2 For the avoidance of doubt, the parties agree that nothing in this Deed is intended or shall be construed as an amendment to any Existing Security Document.
- 5.3 For the avoidance of doubt:
 - (a) all references in the Existing Security Documents to the “Credit Agreement” and in the Amended Credit Agreement to “this Agreement” shall be deemed to be a reference to the Credit Agreement as amended and supplemented, including by way of increase of the facilities or other obligations or addition of new facilities or other obligations made available under it or the extension of due dates for payment or repayment, from time to time including pursuant to the Amendment Agreement and this Deed (as the case may be) and as the same may be further amended and supplemented from time to time; and
 - (b) this Deed is a Collateral Document and a Loan Document.

6. SEVERABILITY

If any one or more of the provisions of this Deed shall, for any reason whatsoever, be held invalid, such provisions shall be deemed severable from the remaining provisions of this Deed and shall in no way affect the validity or enforceability of such other provisions.

7. EFFECT AS A DEED

This document is intended to take effect as a deed notwithstanding the fact that the parties may have executed it under hand only.

8. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Deed, and all of those counterparts taken together will be deemed to constitute one and the same instrument.

9. GOVERNING LAW

This Deed shall be governed by and construed in accordance with Hong Kong law.

10. JURISDICTION

10.1 Subject to Clause 10.2 below, the parties agree that the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a “Dispute”). The parties agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

10.2 The parties agree that, for the benefit of the Secured Parties only, nothing in this Deed shall limit the right of the Secured Parties to bring any legal action against any Chargor in any other court of competent jurisdiction.

11. FAILURE TO EXECUTE

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

12. WAIVER OF IMMUNITY

Each Chargor irrevocably and unconditionally agrees that if the Collateral Agent brings proceedings against it or its assets in relation to this Deed, no immunity from those proceedings (including, without limitation, suit, attachment prior to judgment, other attachment, the obtaining of judgment, execution or other enforcement) will be claimed by or on behalf of itself or with respect to its assets.

13. THIRD PARTY RIGHTS

(a) A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Deed.

(b) Notwithstanding any term of this Deed, no consent of a third party is required for any termination or amendment of this Deed.

IN WITNESS WHEREOF this Deed has been executed as a **DEED** and **DELIVERED AS A DEED** on the date stated at the beginning of this Deed.

SCHEDULE 1**CHARGORS**

Name of Chargor	Registered Number	Registered Address
Chubb Group Limited	00585729	Ground Floor, 2 Lotus Park, Staines, United Kingdom, TW18 3AG
Chubb China Holdings Limited (集寶中國控股有限公司)	11790	10/F, 8 Lam Chak Street, Kowloon Bay, Kowloon, Hong Kong
Chubb China Limited (集寶中國有限公司)	45383	10/F, 8 Lam Chak Street, Kowloon Bay, Kowloon, Hong Kong
Chubb Hong Kong Limited (集寶香港有限公司)	55566	10/F, 8 Lam Chak Street, Kowloon Bay, Kowloon, Hong Kong
Access Control Systems Limited (智達系統有限公司)	295568	10/F, 8 Lam Chak Street, Kowloon Bay, Kowloon, Hong Kong

SCHEDULE 2

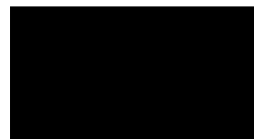
EXISTING SECURITY DOCUMENTS

1.	Hong Kong law debenture dated 1 April 2022 and granted by Chubb China Holdings Limited (集寶中國控股有限公司), Chubb China Limited (集寶中國有限公司), Chubb Hong Kong Limited (集寶香港有限公司) and Access Control Systems Limited (智達系統有限公司) as chargors in favour of Citibank, N.A. as collateral agent (the “ 2022 Debenture ”).
2.	Hong Kong law share charge dated 1 April 2022 and granted by Chubb China Holdings Limited (集寶中國控股有限公司) as chargor in favour of Citibank, N.A. as collateral agent in respect of Chubb China Limited (集寶中國有限公司) and Chubb Hong Kong Limited (集寶香港有限公司) (the “ CCHL Share Charge ”).
3.	Hong Kong law share charge dated 1 April 2022 and granted by Chubb Group Limited as chargor in favour of Citibank, N.A. as collateral agent in respect of Chubb China Holdings Limited (集寶中國控股有限公司) (the “ CGL Share Charge ”).
4.	Hong Kong law share charge dated 1 April 2022 and granted by Chubb Hong Kong Limited (集寶香港有限公司) as chargor in favour of Citibank, N.A. as collateral agent in respect of Access Control Systems Limited (智達系統有限公司) (the “ CHKL Share Charge ”).

SIGNATORIES

THE CHARGOR

EXECUTED and DELIVERED)
as a **DEED** by Paul Grunau and)
_____ for and on behalf)
of)
)
CHUBB GROUP LIMITED)
)
)
)
)



Director

Director

Notice details:

Address: Ground Floor, 2 Lotus Park, Staines, United Kingdom, TW18 3AG

Fax: N/A

Email: 

Attention: Andrew Graeme White

SIGNATORIES

THE CHARGOR

EXECUTED and DELIVERED)
as a **DEED** by Andrew White and)
_____ for and on behalf)
of)

CHUBB GROUP LIMITED)
)
)
)
)
)

Director

Director

Notice details:

Address: Ground Floor, 2 Lotus Park, Staines, United Kingdom, TW18 3AG

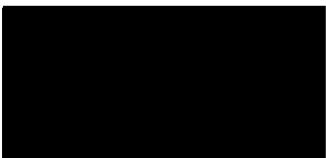
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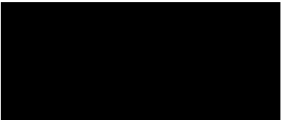
Email: _____

Attention: Andrew Graeme White

CHARGOR

EXECUTED and DELIVERED)
as a **DEED** by YIU King Tao and)
CHIU King Hoi for and on behalf of)
)
CHUBB CHINA HOLDINGS LIMITED)
(集寶中國控股有限公司))
)
)
)
)



Director


Director

Notice details:

Attention: Mr. King Tao Yiu; Mr. Ken Chiu; Mr. Daniel Choi – Directors

Address: 10/F, 8 Lam Chak Street, Kowloon Bay, Kowloon, Hong Kong

Email:



Fax: N/A

EXECUTED and DELIVERED
as a **DEED** by YIU King Tao and
CHIU King Hoi for and on behalf of

CHUBB CHINA LIMITED
(集寶中國有限公司)

Director

Director ✓

Attention: Mr. King Tao Yiu; Mr. Ken Chiu; Mr. Daniel Choi – Directors

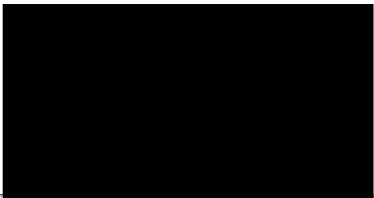
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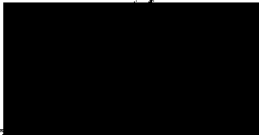
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Fax: N/A

CHARGOR

EXECUTED and DELIVERED)
as a **DEED** by YIU King Tao and)
CHIU King Hoi for and on behalf of)
(**ACCESS CONTROL SYSTEMS LIMITED**)
(智達系統有限公司))
)
)
)
)
)



Director


Director

Notice details:

Attention: Mr. King Tao Yiu; Mr. Ken Chiu; Mr. Daniel Choi – Directors

Address: 10/F, 8 Lam Chak Street, Kowloon Bay, Kowloon, Hong Kong

Email:



Fax: N/A

THE COLLATERAL AGENT

CITIBANK, N.A.
as Collateral Agent



By:

Name:

Title:

SUMEET SINGAL
Managing Director