

THIS NOTICE IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF NOTEHOLDERS. IF ANY NOTEHOLDER IS IN ANY DOUBT AS TO THE ACTION IT SHOULD TAKE, IT SHOULD SEEK ITS OWN FINANCIAL AND LEGAL ADVICE, INCLUDING AS TO ANY TAX CONSEQUENCES, IMMEDIATELY FROM ITS BROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER INDEPENDENT FINANCIAL, TAX OR LEGAL ADVISER.

G4S International Finance plc
(incorporated with limited liability in England and Wales)
(the Issuer)

NOTICE OF SEPARATE MEETINGS

of the holders of the following outstanding series of its notes

	ISIN/ Common Code	Nominal Amount Outstanding
€500,000,000 1.50 per cent. Notes due 2023 of the Issuer guaranteed by G4S plc	XS1515216650 / 151521665	€500,000,000
€500,000,000 1.50 per cent. Notes due 2024 of the Issuer guaranteed by G4S plc	XS1619992883 / 161999288	€500,000,000
€550,000,000 1.875 per cent. Notes due 2025 of the Issuer guaranteed by G4S plc	XS1824462896 / 182446289	€550,000,000

(together the **Notes** and each series of the Notes a **Series**)

NOTICE IS HEREBY GIVEN that separate meetings (each a **Meeting** and together the **Meetings**) of the holders of each Series (the **Noteholders**), each convened by the Issuer, will be held via teleconference on 18 June 2021 for the purpose of considering and, if thought fit, passing the following resolution, which will be proposed as an Extraordinary Resolution at the relevant Meeting in accordance with the provisions of the trust deed dated 1 May 2009, as subsequently modified, supplemented and/or restated from time to time in relation to the relevant Series (the **Trust Deed**), made between the Issuer, G4S plc (the **Company**) and Citicorp Trustee Company Limited (the **Trustee**) as trustee for the Noteholders, and constituting the Notes of each Series. The first Meeting (in respect of the €500,000,000 1.50 per cent. Notes due 2023 (ISIN: XS1515216650)) will commence at 10.00 a.m. (London time) with subsequent Meetings in respect of each such other Series (in order of ascending ISIN number) being held at 15 minute intervals thereafter or after the completion of the preceding Meeting (whichever is later).

Capitalised terms used but not defined in this Notice have the meanings given to them in the Trust Deed or the terms and conditions of the relevant Series (the **Conditions**), as applicable.

EXTRAORDINARY RESOLUTION

“THAT this meeting of the holders of the outstanding [€500,000,000 1.50 per cent. Notes due 2023 (ISIN: XS1515216650)]/[€500,000,000 1.50 per cent. Notes due 2024 (ISIN: XS1619992883)]/[€550,000,000 1.875 per cent. Notes due 2025 (ISIN: XS1824462896)] (the **Notes**) of G4S International Finance plc (the **Issuer**) and guaranteed by G4S plc (the **Company**) constituted by the trust deed dated 1 May 2009, as subsequently modified, supplemented and/or restated from time to time in relation to the Notes (the **Trust Deed**), made between the Issuer, the Company and Citicorp Trustee Company Limited (the **Trustee**) as trustee for the holders of the Notes (the **Noteholders**), hereby:

1. assents to the modification of the terms and conditions of the Notes (as set out in the Trust Deed) (the **Conditions**) to provide for all, but not some only, of the Notes to be redeemed on the Early Redemption Date at the Early Redemption Amount together with any accrued and unpaid interest (each capitalised term not otherwise defined in this paragraph having the meaning given in the Supplemental Trust Deed (as defined in paragraph 3 below)), all as set out in the Supplemental Trust Deed;
2. sanctions every abrogation, modification, variation or compromise of, or arrangement in respect of, the rights of the Noteholders and/or Couponholders against the Issuer and the Company, whether or not such rights arise under the Trust Deed, the Notes or otherwise or involved in or resulting from or to be effected by, the modifications referred to in paragraph 1 of this Extraordinary Resolution and their implementation;
3. authorises, directs, requests, instructs and empowers the Trustee to:

- (a) concur in the modifications referred to in paragraph 1 of this Extraordinary Resolution and, in order to give effect to and implement such modifications, on or shortly after the passing of this Extraordinary Resolution and the satisfaction of the condition in paragraph 5 below, to execute a supplemental trust deed (the **Supplemental Trust Deed**) in the form of the draft produced to this meeting, with such amendments (if any) as may be requested by the Issuer and approved by the Trustee, in its sole discretion, or required by the Trustee in each case in order to give effect to this Extraordinary Resolution; and
 - (b) concur in, and execute and do all such other deeds, instruments, acts and things as may be necessary, desirable or expedient, in the sole discretion of the Trustee, to carry out and give effect to this Extraordinary Resolution and the implementation of the modifications referred to in paragraph 1 of this Extraordinary Resolution;
4. discharges and exonerates the Trustee from any and all liability for which it may have become or may become responsible under the Trust Deed or the Notes (i) for acting upon this Extraordinary Resolution even though it may subsequently be found that there is a defect in the passing of this Extraordinary Resolution or that for any reason this Extraordinary Resolution is not valid or binding on the Noteholders and (ii) in respect of any act or omission in connection with this Extraordinary Resolution or its implementation;
 5. declares this Extraordinary Resolution shall be in all respects conditional on the acceptance for purchase by the Issuer of all of the Notes validly tendered in the Offer, the occurrence of which shall be notified by the Issuer to Noteholders promptly by the delivery of such notice to the Clearing Systems and by the publication of such notice through RNS (which notice shall be deemed to be given on the day on which it is delivered to the Clearing Systems);
 6. acknowledges that the term **Offer**, as used in this Extraordinary Resolution, shall mean the invitations by the Issuer to Noteholders (subject to the offer restrictions set out in the Tender Offer Memorandum dated 20 May 2021 issued by the Issuer in relation to, amongst other securities, the Notes (the **Tender Offer Memorandum**)) to tender Notes for purchase by the Issuer for cash, as further described in the Tender Offer Memorandum and as the same may be amended in accordance with its terms;
 7. confirms and agrees that the Trustee be and is hereby authorised and instructed not to obtain any legal opinion in relation to, or to make any investigation or enquiry into, the power and capacity of any person to enter into the Supplemental Trust Deed, or the validity, effectiveness or enforceability thereof and that it shall not be liable to the Noteholders for failure to do so or for any consequences resulting from the directions given by the Noteholders in this Extraordinary Resolution; and
 8. irrevocably waives any claim that Noteholders may have against the Trustee arising as a result of any loss or damage which Noteholders may suffer or incur as a result of the Trustee acting on this Extraordinary Resolution and/or its entry into and performance under the Supplemental Trust Deed and further confirms and agrees that Noteholders will not hold the Trustee liable for any such loss or damage.”

Background

The Issuer has convened the Meetings for the purpose of enabling the Noteholders to consider and resolve, if they think fit, to pass the Extraordinary Resolutions proposed in relation to the Notes of each Series.

Noteholders are further given notice that the Issuer has (i) invited Noteholders (subject to offer restrictions, as referred to below and more fully described in the Tender Offer Memorandum) to tender their Notes of each Series for purchase by the Issuer for cash (each such invitation, an **Offer** and together the **Offers**); and (ii) invited Noteholders to approve the modification of the Conditions of the relevant Series (as described in paragraph 1 of the Extraordinary Resolution above) to provide, *inter alia*, for the redemption of all, but not some only, of such Series remaining outstanding (if any) on settlement of the relevant Offer (such proposal to amend the Conditions in respect of each Series, a **Proposal** and together the **Proposals**), each as further described in the Tender Offer Memorandum.

Pursuant to the Offers, any Noteholder who submits a Tender Instruction (as described in the Tender Offer Memorandum) that is received by the Tender and Information Agent by no later than 10.00 p.m. (London time) on 3 June 2021 (the **Early Tender Deadline**) (and that is not subsequently revoked in the limited circumstances in which revocation is permitted) will, if the relevant Notes are accepted for purchase by the Issuer pursuant to the relevant Offer, be eligible to receive an early tender payment in addition to the purchase price such Noteholder would otherwise receive pursuant to the relevant Offer, as more fully described in the Tender Offer Memorandum.

Pursuant to the Proposals, any Noteholder who submits a Voting Only Instruction (as described in the Tender Offer Memorandum) in favour of the relevant Proposal that is received by the Tender and Information Agent by no later than the Early Tender Deadline (and that is not subsequently revoked in the limited circumstances in which revocation is permitted) will be eligible to receive an early consent fee (as described in the Tender Offer Memorandum) if the Extraordinary Resolution for the relevant series of Notes is passed, the Supplemental Trust Deed is executed in respect of the relevant Series and the Issuer accepts Notes of the relevant series for purchase pursuant to the relevant Offer, as more fully described in the Tender Offer Memorandum. Such early consent fee for each Series is expected to be the amount set out in the table below (in addition to any applicable Early Redemption Amount and accrued and unpaid interest payable to such Noteholder, which will be set out in the Supplemental Trust Deed in respect of the relevant Series and is expected to be a percentage of the nominal amount outstanding of the relevant Notes as set out in the table below), subject to the right of the Issuer, in its sole discretion, to amend the Offers and the Proposals (other than any amendment to the terms of the Extraordinary Resolutions).

Notes	Early Consent Fee (expressed as a percentage of the nominal amount of the relevant Notes)
€500,000,000 1.50 per cent. Notes due 2023 (ISIN: XS1515216650)	2.00 per cent.
€500,000,000 1.50 per cent. Notes due 2024 (ISIN: XS1619992883)	3.00 per cent.
€550,000,000 1.875 per cent. Notes due 2025 (ISIN: XS1824462896)	4.00 per cent.

If the Extraordinary Resolution in respect of a Series is passed at the relevant Meeting and the Supplemental Trust Deed in respect of such Series is executed by the Issuer, the Company and the Trustee, all, but not some only, of Notes of such Series that remain outstanding will be redeemed at an early redemption amount (in respect of each Series, the **Early Redemption Amount**) set out in the table below plus any accrued and unpaid interest on the date (in respect of each Series, the **Early Redemption Date**) specified in the relevant Supplemental Trust Deed, expected to be 22 June 2021 (assuming no adjournment is needed for the relevant Meeting(s)).

The amounts payable by the Issuer for any Notes of the relevant Series redeemed on the relevant Early Redemption Date pursuant to the Issuer Early Redemption together with the relevant early consent fee referred to above will be the same as amounts payable by the Issuer pursuant to the relevant Offer for equal nominal amounts of the relevant Notes purchased at the relevant Total Early Tender Consideration, save that any Noteholder whose Notes are redeemed on the relevant Early Redemption Date pursuant to the Issuer Early Redemption rather than purchased by the Issuer pursuant to the relevant Offer shall also receive an amount of accrued interest to reflect the period such Notes are held between the settlement date for the relevant Offer and the relevant Early Redemption Date.

Notes	Early Redemption Amount (expressed as a percentage of the nominal amount of the relevant Notes)
€500,000,000 1.50 per cent. Notes due 2023 (ISIN: XS1515216650)	100.125 per cent.
€500,000,000 1.50 per cent. Notes due 2024 (ISIN: XS1619992883)	100.375 per cent.
€550,000,000 1.875 per cent. Notes due 2025 (ISIN: XS1824462896)	100.50 per cent.

The Offers are subject to offer restrictions in, among other countries, Italy and France, all as more fully described in the Tender Offer Memorandum.

On 6 April 2021, Atlas UK Bidco Limited, a newly incorporated entity that is indirectly controlled by Allied Universal Topco LLC (**Allied Universal**), announced that its recommended cash offer for the Company had become unconditional in all respects.

The Company understands that Allied Universal wishes to streamline its capital structure to provide greater flexibility going forward. As such the Company is making the Offers and the Proposals with a view to achieving this goal. In addition, should the Offers be accepted and the Proposals passed, this will allow the Company to apply to S&P Global Ratings to withdraw the ratings of the Company and the Notes.

The Offers for the Notes are therefore structured on an any-and-all basis in order to give all holders of Notes the opportunity to exit such Notes at a premium to market level prevailing at the time of launch.

The Company understands that Allied Universal intends to use the amounts borrowed by it under various recent financing arrangements it has put in place, together with cash on hand and certain equity contributions, to fund the Offers and redemption of the Notes should the Extraordinary Resolutions be passed.

Notes purchased in the Offers are expected to be cancelled.

Following confirmation by Allied that its recommended cash offer for the Company had become unconditional on 6 April 2021, a Change of Control (as defined in the terms and conditions of the Notes) occurred under the terms and conditions of each series of Notes. On 22 April 2021, S&P Global Ratings announced that it had downgraded the Company's credit rating, and the Company's senior unsecured debt rating (in respect of the Notes), in each case, from BBB- to B.

On 26 April 2021 the Company on behalf of the Issuer notified holders of each series of Notes that, pursuant to Condition 5.4(f) in relation to each series of Notes, a Step Up Rating Change had occurred. As a result, from and including the first Interest Payment Date following the date of a Step Up Rating Change the Rate of Interest payable on the Notes, for so long as they remain outstanding, will be increased by the relevant Step Up Margin. Such Interest Payment Date is, 9 January 2022 in respect of the €500,000,000 1.50 per cent. Notes due 2023, 2 June 2021 in respect of the €500,000,000 1.50 per cent. Notes due 2024 and 24 May 2021 in respect of the €550,000,000 1.875 per cent. Notes due 2025.

Should the Offers and the Proposals be unsuccessful such that any Notes remain outstanding, a Put Event (as defined in the terms and conditions of the Notes) is likely to occur under the terms and conditions of each series of Notes. If a Put Event occurs, holders of the Notes have the option to require the Issuer to redeem or at the Issuer's option to purchase (or procure the purchase) of their Notes on

the Put Date at par plus accrued interest to such date. It is expected that the Put Event will arise on 4 August 2021 (being the date that falls 120 days following the date of the change of control and assuming the Company's rating does not revert to investment grade during this period, as more fully described in the term and conditions of the Notes). Following the occurrence of a Put Event, the Issuer would be required to give notice to holders of the Notes that a Put Event has occurred and holders wishing to exercise their put right must do so within a period of 45 days following such notice. Should holders elect to exercise their put right, they would be paid par on the relevant redemption date, plus accrued interest to such date.

For the avoidance of doubt, the acquisition by Allied Universal of the Company does not give rise to an event of default under the Notes.

A statement as required by Listing Rule 17.3.12(b) of the market values for the Notes on the first dealing day in each of the six months before the date of this Notice and on the latest practicable date before the sending of this Notice has not been included in this Notice as no such market values for the Notes have been published by the Stock Exchange Daily Official List during such period.

The directors of the Issuer confirm that, as far as they are aware, they have no interests in the Notes.

Neither the Trustee nor any of its directors, officers, employees or affiliates has been involved in the formulation or negotiation of the Offers (or any term thereof), the Proposals or the Extraordinary Resolutions and the Trustee expresses no opinion and makes no representation as to the merits of any Extraordinary Resolution, the Offers (or any term thereof), the Tender Offer Memorandum (or any term thereof) or on whether Noteholders would be acting in their best interests in approving the Extraordinary Resolutions or participating in the Offers, and nothing in this Notice or the Tender Offer Memorandum should be construed as a recommendation to Noteholders from the Trustee to vote in favour of, or against, any Extraordinary Resolution or to participate in the Offers. Noteholders should take their own independent financial and legal advice on the merits and on the consequences of voting in favour of, or against, the relevant Extraordinary Resolution(s), including as to any tax consequences. The Trustee has not reviewed, nor will it be reviewing, any documents relating to the Offers and/or the Proposals (or, in each case, any term thereof), except this Notice and the Supplemental Trust Deed, and nor has the Trustee approved or will it be approving the Offers and/or the Proposals (or, in each case, any term thereof). Neither the Trustee nor any of its directors, officers, employees or affiliates has verified, or assumes any responsibility for the accuracy or completeness of, any of the information concerning the Offers, the Proposals, the Issuer, the Company or the factual statements contained in, or the effect or effectiveness of, this Notice or any other documents referred to in this Notice or assumes any responsibility for any failure by the Issuer or the Company to disclose events that may have occurred and may affect the significance or accuracy of such information or the terms of any amendment (if any) to the Offers or the Proposals. On the basis of the information set out in this Notice and the draft Supplemental Trust Deed (both of which Noteholders are recommended to consider carefully), the Trustee has, however, authorised it to be stated that the Trustee has no objection to the Extraordinary Resolutions being put to Noteholders for their consideration.

General

Subject to the offer and distribution restrictions set out in the Tender Offer Memorandum, Noteholders may obtain, from the date of this Notice, a copy of the Tender Offer Memorandum from the Tender and Information Agent and the Dealer Manager, the contact details for which are set out below. A Noteholder will be required to produce evidence satisfactory to the Tender and Information Agent or the Dealer Manager as to his or her status as a Noteholder and that he or she is a person to whom the relevant Offer is being made (pursuant to the offer and distribution restrictions referred to above) or to whom it is lawful to send the Tender Offer Memorandum and to make an invitation pursuant to the Offers and/or the Proposals under applicable laws before being sent a copy of the Tender Offer Memorandum. Copies of (i) the Trust Deed, this Notice and the Tender Offer Memorandum; and (ii) the current draft of the Supplemental Trust Deed as referred to in paragraph 3 of the Extraordinary Resolution to be put to the Meeting of each Series, are also available to Noteholders on and from the date of this Notice up to and including the time and date of the Meetings, from the Tender and Information Agent and the Agent. Any revised version of the draft Supplemental Trust Deed made available as described above and marked to indicate changes to the draft made available on the date of this Notice will supersede the previous draft of the Supplemental Trust Deed and Noteholders will be deemed to have notice of any such changes. The draft Supplemental Trust Deed is not expected to vary materially from the version made available on the date of this Notice.

The attention of Noteholders is particularly drawn to the procedures for voting, quorum and other requirements for the passing of the Extraordinary Resolutions at the Meetings or any meeting held following any adjournment of any Meeting, which are set out in paragraph 2 of "Voting and Quorum" below. Having regard to such requirements, Noteholders are strongly urged either to attend the relevant Meeting(s) or to take steps to be represented at the relevant Meeting(s) (including by way of submitting Tender Instructions or Voting Only Instructions in respect of the relevant Proposal (all such terms as defined in the Tender Offer Memorandum)) as soon as possible. Noteholders who attend the relevant Meeting(s) or take steps to be represented at the relevant Meeting(s) other than by way of submitting Tender Instructions or Voting Only Instructions in respect of the relevant Proposal by the Early Tender Deadline should note that they will not be eligible to receive the relevant early consent fee described above, or the Total Early Tender Consideration described in the Tender Offer Memorandum. Any Noteholder who submits a Voting Only Instruction against the relevant Proposal will not be eligible for the relevant early consent fee described above, irrespective of whether such Voting Only Instruction is received by the Tender and Information Agent by the Early Tender Deadline.

Voting and Quorum

Noteholders who have submitted and not revoked (in the limited circumstances in which revocation is permitted) a valid Tender Instruction or Voting Only Instruction in respect of the relevant Proposal, by which they will have given instructions for the appointment of one or more representatives of the Tender and Information Agent by the Agent as their proxy to vote (a) in the case of

Tender Instructions, in favour of, or (b) in the case of Voting Only Instructions, in favour of or against (as specified in the relevant Voting Only Instruction) the Extraordinary Resolution to be proposed at the relevant Meeting and any meeting held following any adjournment of the relevant Meeting, need take no further action to be represented at the relevant Meeting or any such adjourned meeting.

Noteholders who have not submitted or have submitted and subsequently revoked (in the limited circumstances in which such revocation is permitted) a Tender Instruction or Voting Only Instruction in respect of the relevant Proposal should take note of the provisions set out below detailing how such Noteholders can attend or take steps to be represented at the relevant Meeting (references to which, for the purpose of such provisions, include, unless the context otherwise requires, any meeting held following any adjournment of the relevant Meeting).

1. The provisions governing the convening and holding of a meeting of the Noteholders are set out in a Schedule to the Trust Deed. Copies of the Trust Deed are available for inspection by Noteholders as referred to above.

*Each person (a **beneficial owner**) who is the owner of a particular nominal amount of the Notes through Euroclear Bank S.A./N.V. (**Euroclear**) or Clearstream Banking S.A. (**Clearstream, Luxembourg**) or a person who is shown in the records of Euroclear or Clearstream, Luxembourg as a holder of the Notes (a **Direct Participant**), should note that a beneficial owner will only be entitled to attend and vote at the relevant Meeting in accordance with the procedures set out below and where a beneficial owner is not a Direct Participant it will need to make the necessary arrangements, either directly or with the intermediary through which it holds its Notes, for the Direct Participant to complete these procedures on its behalf.*

In light of the ongoing developments in relation to coronavirus (COVID-19), and current guidance issued by the UK government, it may be impossible or inadvisable to hold the Meetings at a physical location. Therefore, the Meetings are to be held via teleconference. Any Noteholder who wishes to attend and vote at a Meeting or any adjourned such Meeting in person must indicate to the Tender and Information Agent (the contact details for which are set out below) or any Paying Agent that they wish to participate in person in, or otherwise be represented on, the teleconference for the relevant Meeting (rather than being represented by the Tender and Information Agent) and, accordingly, they will be provided with further details about attending the relevant Meeting.

In addition, any Noteholder who wishes to attend and vote at a Meeting in person (by way of teleconference) will be required to produce at such Meeting a valid voting certificate or certificates issued by a Paying Agent. A Noteholder may obtain a voting certificate in respect of its Notes from a Paying Agent (as applicable) by arranging for its Notes to be blocked in an account with Euroclear or Clearstream, Luxembourg (unless the Note is the subject of a block voting instruction which has been issued and is outstanding in respect of the relevant Meeting or any adjourned such Meeting) not less than 48 hours before the time fixed for the relevant Meeting (or, if applicable, any adjourned such Meeting), and in each case within the relevant time limit specified by Euroclear or Clearstream, Luxembourg, as the case may be, upon terms that the Notes will not cease to be so blocked until the first to occur of the conclusion of the relevant Meeting or any adjourned such Meeting and the surrender of the voting certificate to the Paying Agent and notification by the Paying Agent to Euroclear or Clearstream, Luxembourg, as the case may be, of such surrender or the compliance in such other manner with the rules of Euroclear or Clearstream, Luxembourg, as the case may be.

For the purposes of this Notice, **24 hours** means a period of 24 hours including all or part of a day upon which banks are open for general business in London (disregarding for this purpose the day upon which such meeting is to be held) and such period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of a day upon which banks are open for general business in London; **48 hours** means a period of 48 hours including all or part of two days upon which banks are open for general business in London (disregarding for this purpose the day upon which such meeting is to be held) and such period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of two days upon which banks are open for general business in London; and **Clear Days** means, in relation to a meeting, no account shall be taken of the day on which the notice of such meeting is given (or, in the case of an adjourned meeting, the day on which the meeting to be adjourned is held) or the day on which such meeting is held.

A Noteholder not wishing to attend and vote at a Meeting in person may either deliver the voting certificate(s) to the person whom it wishes to attend on its behalf or give a voting instruction (in the form of an electronic voting instruction (an **Electronic Voting Instruction**) in accordance with the standard procedures of Euroclear and/or Clearstream, Luxembourg) to, and require the Agent to, include the votes attributable to its Notes in a block voting instruction issued by the Agent for such Meeting or any adjourned such Meeting, in which case the Agent shall appoint a proxy to attend and vote at such Meeting in accordance with such Noteholder's instructions.

If a Noteholder wishes the votes attributable to its Notes to be included in a block voting instruction for the relevant Meeting or any adjourned such Meeting, then (i) the Noteholder must arrange for its Notes to be blocked in an account with Euroclear or Clearstream, Luxembourg for that purpose and (ii) the Noteholder or a duly authorised person on its behalf must direct the Agent as to how those votes are to be cast by way of an Electronic Voting Instruction, not less than 48 hours before the time fixed for the relevant Meeting and within the time limit specified by Euroclear or Clearstream, Luxembourg, as the case may be, upon terms that the Notes will not cease to be so blocked until the first to occur of (i) the conclusion of the relevant Meeting or any adjourned such Meeting and (ii) not less than 48 hours before the time for which the relevant Meeting is convened, the notification in writing of any revocation of a Noteholder's previous instructions to the Agent and the same then being notified in writing by the Agent to the Issuer and the Trustee at least 24 hours before the time appointed for holding the relevant Meeting and such Notes ceasing in accordance with the procedures of Euroclear or

Clearstream, Luxembourg, as the case may be, and with the agreement of the Agent to be held to its order or under its control, and that such instruction is, during the period commencing 48 hours prior to the time for which the relevant Meeting or any adjourned such Meeting is convened and within the time limit specified by Euroclear or Clearstream, Luxembourg, as the case may be, and ending at the conclusion or adjournment thereof, neither revocable nor capable of amendment.

2. The quorum required for each Extraordinary Resolution to be considered at the relevant Meeting is one or more persons present and holding or representing in the aggregate not less than two-thirds of the aggregate nominal amount of the relevant Series for the time being outstanding.

In the event such quorum is not present within 15 minutes from the time initially fixed for a Meeting, such Meeting shall be adjourned until such date, not less than 13 Clear Days nor more than 42 Clear Days later, and time and place as may be appointed by the chairman of the relevant Meeting. At least 10 Clear Days' notice shall be given of such adjourned meeting in accordance with the provisions of the Trust Deed. At any such adjourned Meeting one or more persons present and holding or representing in the aggregate not less than one-quarter of the aggregate nominal amount of the Notes for the time being outstanding will form a quorum.

Voting certificates obtained and Electronic Voting Instructions given in respect of any Meeting, including pursuant to a Tender Instruction or a Voting Only Instruction in respect of the relevant Proposal (unless revoked in accordance with the terms of the Trust Deed and, in the case of Electronic Voting Instructions, in accordance with the procedures of Euroclear or Clearstream, Luxembourg, as applicable) shall remain valid for any such adjourned Meeting.

Noteholders should note these quorum requirements and should be aware that, if the Noteholders either present or appropriately represented at the relevant Meeting are insufficient to form a quorum for the relevant Extraordinary Resolution, such Extraordinary Resolution (and consequently the relevant aspects of the relevant Proposal) cannot be formally considered thereat. Noteholders are therefore encouraged either to attend the relevant Meeting in person (by way of teleconference) or to arrange to be represented at the relevant Meeting as soon as possible.

3. Every question submitted to a Meeting shall be decided in the first instance by a show of hands.

Unless a poll is (before, or on the declaration of the result of, the show of hands) demanded by the chairman of the Meeting, the Issuer, the Company, the Trustee or by any person present and holding or representing Notes (whatever the amount of the Notes so held or represented by him), a declaration by the chairman of the relevant Meeting that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

On a show of hands every person who is present in person (by way of teleconference) and produces a voting certificate or is a proxy shall have one vote.

On a poll every such person shall have one vote in respect of each €1.00 in nominal amount outstanding of the Notes of the relevant Series represented by the voting certificate so produced or in respect of which he or she is a proxy.

4. To be passed at the relevant Meeting, an Extraordinary Resolution requires a majority of at least three-quarters of the votes cast in respect of such Extraordinary Resolution. If passed, an Extraordinary Resolution shall be binding on all Noteholders of the relevant Series, whether or not present at the Meeting at which it is passed and whether or not voting.

This Notice is given by G4S International Finance plc.

Noteholders should contact the following for further information:

The Dealer Manager

Citigroup Global Markets Limited (Telephone in Europe: +44 20 7986 8969; Telephone within the United States: Toll Free: +1 800 558 3745 / Collect: +1 212 723 6106 / Email: liabilitymanagement.europe@citi.com; Attention: Liability Management Group)

The Tender and Information Agent

Lucid Issuer Services Limited (Telephone: +44 20 7704 0880, Attention: Arlind Bytyqi; Email: g4s@lucid-is.com)

The Agent

Citibank, N.A., London Branch.

Dated: 20 May 2021