

CHFP041

COMPANIES FORM No. 155(6)(a)

Declaration in relation to  
assistance for the acquisition  
of shares

155(6)a

Please do not  
write in  
this margin

Pursuant to section 155(6) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

[ ] [ ] [ ] [ ] [ ] [ ]

1473721

Note

Please read the  
notes on page 3  
before completing  
this form

\*Insert full name  
of company

Name of company

\* Reliance Security Group Limited (the "Company")

~~1~~We ~~or~~ Please see Annexure A

~~or~~ Insert name(s) and  
address(es) of all  
the directors

~~†~~ Delete as  
appropriate

~~(the sole director)~~ [all the directors] ~~†~~ of the above company do solemnly and sincerely declare that  
The business of the company is

~~§~~ Delete whichever  
is inappropriate

~~(a) that of a recognised bank or institution within the meaning of the Banking Act 1979~~ ~~§~~

~~(b) that of a person authorised under section 8 or 4 of the Insurance Companies Act 1982 to carry on  
insurance business in the United Kingdom~~ ~~§~~

(c) something other than the above ~~§~~

The company is proposing to give financial assistance in connection with the acquisition of shares in the  
[company] ~~[company's holding company]~~

~~limited~~ ~~†~~

The assistance is for the purpose of [that acquisition] ~~[reducing or discharging liability incurred for the  
purpose of that acquisition]~~ ~~†~~

The number and class of the shares acquired or to be acquired is Please see Annexure B

Presenter's name address and  
reference (if any)

Osborne Clarke  
Apex Plaza  
Forbury Road  
Reading  
RG1 1AX  
VBS/0915982/3725649

For official Use (02/06)  
General Section

Post room

SATURDAY



\*A7H3ZUC6\*

A13

03/11/2007

15

.0155(6)ay1

COMPANIES HOUSE

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RS9

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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Delete either (a) or  
(b) as appropriate

~~X~~We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts (note 3)

- (a) ~~X~~We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]" (note 3)

~~X~~It is intended to commence the winding up of the company within 12 months of the date and ~~X~~We have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up]" (note 3)

And ~~X~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at RELIANCE SECURITY GROUP LIMITED Declarants to sign below  
BOUNDARY HOUSE, CRICKETFIELD ROAD, OXBRIDGE  
MIDDX. UB8 1DG

Day Month Year

on 

|   |   |   |   |   |   |   |   |
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|---|---|---|---|---|---|---|---|

before me

[Signature]  
A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths

[Signature]  
JARINA MOGHAL  
IBB SOLICITORS  
CAPITAL COURT  
30 WINDSOR STREET  
OXBRIDGE, MIDDX UB8 1AB

## NOTES

1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985

2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown

3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985

4 The auditor's report required by section 156(4) of the Companies Act 1985 must be annexed to this form

5 The address for companies registered in England and Wales or Wales is -

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

DX 33050 Cardiff

or, for companies registered in Scotland -

The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2



**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)b**

**ANNEXURE A**

Mark Harrison of 5 Orchard Avenue, Harpenden, Hertfordshire AL5 2DW

Brian Kingham of 31 Carlyle Square, London SW3 6HA

Julian Nicholls of The Thatched Cottage, Smith End Lane Barley, Royston, Hertfordshire SG8 8LH

Nigel Stapleton of Ashley Walls, 76 Ashley Park Avenue, Walton-on-Thames, Surrey KT12 1EU

David Walter of KPMG, 8 Salisbury Square, London EC4Y 8BB

Roger Wood of Ryemead House, Lower Hampton Road, Sunbury on Thames, Middlesex TW16 5PR

**RELIANCE SECURITY GROUP LIMITED**  
**Registered number: 01473721**  
**FORM 155(6)b**

**ANNEXURE B**

**Number and class of shares to be acquired**

21,512,855 ordinary shares of £0.05 each in the capital of the Company

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)b**

**ANNEXURE C**

**Form of the assistance**

Terms defined in Annexure G to this statutory declaration shall have the same meaning in this Annexure C

The assistance will take the form of the execution, delivery and performance by the Company of the following agreed form documents

- A Deed of Accession to the Credit Agreement,
- B Deed of Accession to the Debenture,
- C Deed of Accession to the Intercreditor Agreement,
- D the Company Intra-Group Loan Agreement, and
- E the Comfort Letter

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)b**

**ANNEXURE D**

Terms defined in Annexure G to this statutory declaration shall have the same meaning in this Annexure D

The principal terms on which the assistance will be given are

**A. The Credit Agreement**

- 1 Pursuant to the terms of the Credit Agreement, the Company will irrevocably and unconditionally jointly and severally
  - (a) guarantee to each Finance Party punctual performance by each Obligor of all that Borrower's obligations under the Finance Documents,
  - (b) undertake with each Finance Party that whenever an Obligor does not pay any amount when due under or in connection with any Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor, and
  - (c) indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover
- 2 Pursuant to the terms of the Credit Agreement, the Company will grant various other indemnities in favour of the Finance Parties in relation to the Finance Documents
- 3 Pursuant to the terms of the Credit Agreement, the Company will agree that it shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Agent may reasonably specify (and in such form as the Agent may reasonably require in favour of the Agent or its nominee(s))
  - (a) to perfect the Security created or intended to be created under or evidenced by the Transaction Security Documents (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law,



- (b) to confer on the Agent or confer on the Finance Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Transaction Security Documents, and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security

## **B. The Debenture**

It is a condition precedent to the Credit Agreement that the Company accedes to the Debenture to secure its obligations under the Finance Documents

Pursuant to the terms of the Debenture, the Company will covenant and agree as follows

### **1 Covenant to pay**

- (a) The Company, as principal obligor and not merely as surety, covenants in favour of the Security Agent that it will pay and discharge the Secured Obligations from time to time when they fall due
- (b) Every payment by the Company of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in above clause of the Debenture

### **2 Fixed charges**

The Company charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

- (a) by way of first legal mortgage
  - (i) the Real Property (if any) specified in part 1 of schedule 2 to the Debenture , and
  - (ii) all other Real Property (if any) at the date of the Debenture vested in, or charged to, the Company (not charged by clause 2(a)(i) above),
- (b) by way of first fixed charge
  - (i) all other Real Property and all interests in Real Property (not charged by clause 2(a) above),
  - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and

- (iii) the proceeds of sale of all Real Property,
- (c) by way of first fixed charge all plant and machinery (not charged by clause 2(a) or 2(b)above) and the benefit of all contracts, licences and warranties relating to the same,
- (d) by way of first fixed charge
  - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 2(c)above), and
  - (ii) the benefit of all contracts, licences and warranties relating to the same,

other than any which are for the time being part of any Charging Company's stock-in-trade or work-in-progress),
- (e) by way of first fixed charge
  - (i) the Charged Securities referred to in part 2 of schedule 2 of the Debenture, and
  - (ii) all other Charged Securities (not charged by clause 2(e)above),

in each case, together with all (A) Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Charging Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,
- (f) by way of first fixed charge
  - (i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts,
  - (ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts, and
  - (iii) all accounts of such Charging Company with any bank, financial institution or other person at any time (not charged by clauses 7 2(f)(i) above or 2(f)(ii) above) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,
- (g) by way of first fixed charge
  - (i) the Intellectual Property (if any) specified in part 4 of schedule 2 of the Debenture, and
  - (ii) all other Intellectual Property (if any) (not charged by clause 2(g)(i)),
- (h) to the extent that any Assigned Asset is not effectively assigned under clause 3 below,

by way of first fixed charge such Assigned Asset,

- (i) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed)
  - (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Company or the use of any of its assets, and
  - (ii) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it, and
- (j) by way of first fixed charge all of the goodwill and uncalled capital of such the Company

### **3. Security Assignment**

The Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom,
- (b) each of the following
  - (i) all Insurances specified in part 6 of schedule 2 of the Debenture, and
  - (ii) all other Insurances (not assigned by clause 3(b)(i)),
- (c) and all claims under the Insurances and all proceeds of the Insurances, and
- (d) all other Receivables (not assigned under clauses 3(a) or 3(b))

To the extent that any Assigned Asset described in clause 3(b) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Charging Company to any proceeds of such Insurances

### **4. Notice of assignment and/or charge - immediate notice**

Immediately upon execution of the Debenture (and immediately upon the obtaining of any Insurance or the execution of any Hedging Agreement after the date of the Debenture) the Company shall

- (a) in respect of each of its Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 5 of the Debenture,
- (b) in respect of each Hedging Agreement (to the extent that the Company is a party to the relevant document), deliver a duly completed notice of assignment to each other

party to that document, and procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 4 of the Debenture, and

- (c) in respect of the Charged Accounts deliver a duly completed notice to the Account Bank and procure that the Account Bank executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 3 of the Debenture,

or, in each case, in such other form as the Security Agent shall agree

## **5. Notice of assignment - Material Contracts**

Immediately upon request by the Security Agent at any time after a Default, the Company will, in respect of each Material Contract to which it is a party, deliver a duly completed notice of assignment to each other party to that Material Contract, and use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 4 of the Debenture (or in such other form as the Security Agent shall agree)

## **6. Floating Charge**

The Company charges and agrees to charge by way of first floating charge all of its present and future

- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 2 (*Fixed Charge*), clause 3 above (*Security assignments*) or any other provision of the Debenture, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

## **7. Automatic Conversion**

The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

- (a) in relation to any Security Asset which is subject to a floating charge if
  - (i) the Company creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent, or
  - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and
- (b) over all Security Assets of the Company which are subject to a floating charge if an administrator is appointed in respect of the Company or the Security Agent receives

notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)

#### **8. Negative Pledge and Disposals**

No Charging Company shall do or agree to do any of the following without the prior written consent of the Security Agent

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset except a Permitted Security, or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction)

#### **9. Further Assurances**

The Company shall (and the Parent shall procure that the Company shall) at its own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for

- (a) creating, perfecting or protecting the Security intended to be created by the Debenture or any other Transaction Security Document,
- (b) facilitating the realisation of any Security Asset,
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or
- (d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Debenture or any other Transaction Security Document

This includes

- (i) the re-execution of the Debenture or such Transaction Security Document,
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its

nominee, and

- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient

#### **10. Finance Documents**

The Company shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Finance Documents

#### **11. Specific Security**

Without prejudice to the generality of clause 9 above, the Company will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Debenture (including any fixed security arising or intended to arise pursuant to clause 6 of the Debenture)

**C. The Intercreditor Agreement**

Pursuant to the terms of the Intercreditor Agreement, the Company will, *inter alia*, acknowledge and agree to the priority arrangements in favour of, and the rights and obligations of, the Finance Parties as more particularly set out therein

**D. The Company Intra-Group Loan Agreement**

Pursuant to the terms of the Company Intra-Group Loan Agreement, the Company (amongst others) will grant to Reliance Corporation Limited, Reliance Enablement Limited and Reliance Executive Limited, loan facilities of up to £100,000,000 (and/or such other amount as may be agreed from time to time between the parties to the Company Intra-Group Loan Agreement) upon the terms and conditions contained in the Company Intra-Group Loan Agreement

**E. Comfort Letter**

Pursuant to the terms of the Comfort Letter, Reliance Corporation Limited, Reliance Enablement Limited and Reliance Establishment Limited confirm that they will (so far as able, under the terms of the Credit Agreement) provide sufficient funds to enable the Company and the Subsidiaries to pay its debts as they fall due during the year immediately following the date on which financial assistance is given

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)b**

**ANNEXURE E**

Nil at the date of this statutory declaration, but up to £100,000,000 (being the maximum amount available under the Company Intra-Group Loan Agreement) and/or such other amount as may be agreed from time to time between the parties to the Company Intra-Group Loan Agreement



**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)b**

**ANNEXURE F**

The assistance is to be given on any date within eight weeks of the date of this statutory declaration

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)b**

**ANNEXURE G**

The following words shall have the following meanings in this statutory declaration

**"Account Bank"** is as defined in the Credit Agreement

**"Additional Borrower"** is as defined in the Credit Agreement

**"Agent"** means The Royal Bank of Scotland Plc

**"Ancillary Facility"** means any ancillary facility made available by an Ancillary Lender in accordance with clause 7 of the Credit Agreement (*Ancillary Facilities*)

**"Ancillary Lender"** means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 7 of the Credit Agreement (*Ancillary Facilities*)

**"Assigned Assets"** means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*) of the Credit Agreement

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 28 (*changes to Obligors*) of the Credit Agreement

**"Cash Collateral Accounts"** means the accounts (if any) specified as such in part 3 of schedule 2 (*Details of Security Assets*) of the Debenture

**"Charged Accounts"** means each

- (a) Collection Account,
- (b) Cash Collateral Account, and
- (c) other account charged by or pursuant to the Debenture,

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities

**"Charged Securities"** means

- (a) the securities specified in part 2 of schedule 2 (*Details of Security Assets*) of the Debenture, and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by a Charging Company or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Charging Company has an interest at any time,

**"Charging Companies"** means

- (a) the Original Charging Companies (as defined in the Debenture), and
- (b) any other company which accedes to the Debenture pursuant to an accession deed

**"Collection Account"** has the meaning given to that term in clause 11 8(a)(iii) of the Debenture

**"Comfort Letter"** means the letter from Reliance Corporation Limited, Reliance Enablement Limited and Reliance Executive Limited to the Company and the Subsidiaries confirming that it will (so far as able, under the terms of the Credit Agreement) provide sufficient funds to enable the Company and the Subsidiaries to pay its debts as they fall due during the year immediately following the date on which the financial assistance is given

**"Company Intra-Group Loan Agreement"** means the loan agreement in the agreed form between the Company and certain other members of the Group pursuant to which those members of the Group have or will make available a facility to the Company up to a maximum aggregate principal amount equal to the aggregate principal amount of (plus interest on) the Facilities and the Investor Loan Notes (each as defined in the Credit Agreement)

**"Consolidated EBITDA"** has the meaning given to that term in clause 24 1 (*Financial Definitions*) in the Credit Agreement

**"Credit Agreement"** means a £80,000,000 sterling term and revolving facilities agreement dated 31 July 2007 made between, inter alia, (1) the Parent, (2) the Original Borrowers as set out in Part 1 of Schedule 1 therein, (4) the Original Guarantors as set out in Part 1 of Schedule 1 therein, (5) Barclays Capital and The Royal Bank of Scotland Plc (as Mandated Lead Arrangers) and (6) the financial institutions listed in Part 2 of Schedule 1 therein (as Original Lenders) (each such term as defined therein)) from time to time

**"Debenture"** means a debenture dated 31 July 2007 entered into by the Parent and Reliance Executive Limited in favour of the Security Trustee

**"Deed of Accession to the Credit Agreement"** means a deed of accession to the Credit Agreement to be entered into by the Company and each of its Subsidiaries pursuant to which the Company agrees to become an Additional Guarantor (as such term is defined in the Credit Agreement) and to be bound by the terms of the Credit Agreement as an Additional Guarantor

**"Deed of Accession to the Debenture"** means a deed of accession to the Debenture to be entered into by (1) the Company and (2) the Subsidiaries in favour of the Security Agent, to which the Company accedes to the terms of the Debenture

**"Deed of Accession to the Intercreditor Agreement"** means the deed of accession to the Intercreditor Agreement to be entered into by the Company and the Subsidiaries to which the Company agrees to accede to the terms of the Intercreditor Agreement

**"Default"** means an Event of Default or any event or circumstance specified in clause 26 (*Events of Default*) of the Credit Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Agent

**"Event of Default"** means any event or circumstance specified as such in clause 26 (*Events of Default*) of the Credit Agreement

**"Finance Document"** means the Credit Agreement, any Accession Letter, any Ancillary Document, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, the Whitewash Documents and any other document designated as a "Finance Document" by the Agent and the Parent (all definitions as defined in the Credit Agreement)

**"Finance Party"** means the Agent, the Arrangers, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender (each as defined in the Credit Agreement)

**"Financial Indebtedness"** is as defined in the Credit Agreement

**"Group"** means the Parent, the Target and each of their respective Subsidiaries for the time being but excluding the PFI Companies and their Subsidiaries (as defined in the Credit Agreement) from time to time

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to all of Facility A in accordance with the Hedging Letter delivered to the Agent under clause 4.1 (*mutual conditions precedent*) (each term as defined in the Credit Agreement)

**"Insurances"** means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Charging Company, or in which a Charging Company from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 6 of schedule 2 (*Details of Security Assets*)) of the Debenture

**"Intellectual Property"** means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each member of the Group

**"Intercreditor Agreement"** means the intercreditor agreement dated 5 September 2007 and made between inter alia, the Parent, the Security Agent, the Agent, the Mandated Lead Arrangers and the Investor (each such term as defined therein)

**"Mandated Lead Arrangers"** means Barclays Capital and The Royal Bank of Scotland Plc

**"Material Contract"** means any contract or agreement made by any member of the Group with a third party which contributes 10% or more of the turnover of the Group or Consolidated EBITDA

**"Non-Obligor"** means a member of the Group which is not an Obligor

**"Obligor"** means a Borrower or a Guarantor (as defined in the Credit Agreement)

**"Original Borrower"** is as defined in the Credit Agreement

**"Parent"** means Reliance Corporation Limited, a company incorporated under the laws of England and Wales with registered number 1473721

**"Permitted Disposal"** is as defined in the Credit Agreement

**"Permitted Security"** is as defined in the Credit Agreement

**"Permitted Transaction"** means

- (a) any Disposal required by the terms of the Finance Documents,
- (b) any Financial Indebtedness arising under the Finance Documents,
- (c) any guarantee or indemnity entered into in favour of any Finance Party under the Finance Documents,
- (d) any Security or Quasi-Security granted in favour of any Finance Party under the Finance Documents,
- (e) any loan arising under the Finance Documents, or
- (f) the solvent liquidation or reorganisation of any Non-Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group

**"Quasi-Security"** has the meaning given to that term in clause 25 14 (*Negative Pledge*) of the Credit Agreement

**"Real Property"** means

- (a) any freehold, leasehold or immovable property, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property

**"Receivables"** means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing

**"Related Rights"** means, in relation to any Charged Security

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

**"Relevant Contract"** means

- (a) each Hedging Agreement (as defined in the Credit Agreement), and
- (b) part 5 of schedule 2 (*Details of Security Assets*) of the Debenture or specified in any Accession Deed as a "*Material Contract*",

together with each other agreement supplementing or amending or novating or replacing the same

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each present or future member of the Group to the Security Agent (as defined in the Debenture) and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Debenture), provided that no obligation or liability shall be included in the definition of "**Secured Obligations**" to the extent that, if it were so included, the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985

**"Secured Parties"** has the meaning given to that term in the Intercreditor Agreement

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**"Security Agent"** means The Royal bank of Scotland Plc

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture

**"Security Trustee"** means The Royal Bank of Scotland Plc

**"Subsidiaries"** means each of Reliance Integrated Services Limited, Reliance Security Services Limited, Reliance Secure Task Management Limited, Project Security Limited and Reliance Property Holdings Limited

**"Target"** means Reliance Security Group Limited, a company incorporated under the laws of England and Wales with registered number 1473721

**"Transaction Security"** means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents

**"Transaction Security Documents"** means each of the documents specified in

- (a) paragraph 3(e) of part 1 of schedule 2 (*Conditions precedent*) of the Credit Agreement,
- (b) paragraph 2 of part 4 of schedule 2 (*Conditions precedent*) of the Credit Agreement,
- (c) paragraph 13 of part 5 of schedule 2 (*Conditions precedent*) of the Credit Agreement,
- (d) clause 25 40 (*Security from the Target Group*) of the Credit Agreement, and
- (e) clause 28 6 of the Credit Agreement,

together with any other document entered into by any Obligor creating or expressed to create any Security in favour of any Finance Party in relation to the obligations of any Obligor under any Finance Document

**"Unconditional Date"** means the date on which the Offer is declared or becomes unconditional in all respects (unless Scheme Conversion has occurred, in which case it means the Scheme Effective Date, unless the context requires otherwise) (each term as defined in the Credit Agreement)

CHFP041

## COMPANIES FORM No. 155(6)(a)

**155(6)a****Declaration in relation to  
assistance for the acquisition  
of shares**Please do not  
write in  
this margin

Pursuant to section 155(6) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

1473721

**Note**Please read the  
notes on page 3  
before completing  
this form\*Insert full name  
of company

Name of company

\* Reliance Security Group Limited (the "Company")

xWe ~~or~~ Please see Annexure Aor Insert name(s) and  
address(es) of all  
the directors† Delete as  
appropriate~~(the sole director)~~ [all the directors]† of the above company do solemnly and sincerely declare that  
The business of the company is§ Delete whichever  
is inappropriate~~(a) that of a recognised bank or building society within the meaning of the Banking Act 1979 § x  
(b) that of a person authorised under section 30 of the Insurance Companies Act 1982 to carry on  
insurance business in the United Kingdom § x~~

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the  
[company] ~~[company's holding company] x~~

banded†

The assistance is for the purpose of [that acquisition] ~~[reducing or discharging liability incurred for the  
purpose of that acquisition]†~~

The number and class of the shares acquired or to be acquired is Please see Annexure B

Presenter's name address and  
reference (if any)Osborne Clarke  
Apex Plaza  
Forbury Road  
Reading  
RG1 1AX  
VBS/0915982/3725649For official Use (02/06)  
General Section

Post room



The assistance is to be given to (note 2) Reliance Executive Limited (company number 6302567)  
2 Temple Back East, Bristol BS1 6EG

Please do not  
write in  
this margin

**Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering**

The assistance will take the form of

Please see Annexure C

The person who ~~has acquired~~ (will acquire)† the shares is  
Reliance Executive Limited (company number 6302567)

† Delete as  
appropriate

The principal terms on which the assistance will be given are

Please see Annexure D

The amount of cash to be transferred to the person assisted is £ Please see Annexure E

The value of any asset to be transferred to the person assisted is £ nil

The date on which the assistance is to be given is Please see Annexure F

CO155(6)(a)2

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*Delete either (a) or  
(b) as appropriate

~~X~~We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts (note 3)

- (a) ~~X~~We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]\* (note 3)

~~X~~We have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up of the company (note 3)

And ~~X~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at La Croix Valmer  
France

Declarants to sign below

on Day Month Year  

|    |    |      |
|----|----|------|
| 23 | 10 | 2007 |
|----|----|------|



### LÉGALISATION

before me

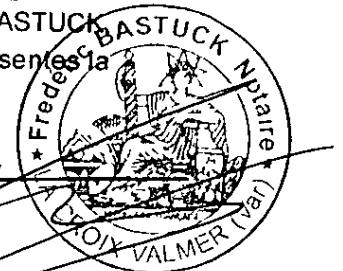
Le soussigné, M<sup>e</sup> Frédéric BASTUCK

notaire, légalise par les présentes la

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths

signature de M<sup>r</sup>. Wood  
apposée ci-contre

La Croix Valmer le 23/10/07



### NOTES

- For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985
- Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown
- Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985
- The auditor's report required by section 156(4) of the Companies Act 1985 must be annexed to this form

- The address for companies registered in England and Wales or Wales is -

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

DX 33050 Cardiff

or, for companies registered in Scotland -

The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2



**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE A**

Mark Harrison of 5 Orchard Avenue, Harpenden, Hertfordshire AL5 2DW

Brain Kingham of 31 Carlyle Square, London SW3 6HA

Julian Nicholls of The Thatched Cottage, Smith End Lane Barley, Royston, Hertfordshire SG8 8LH

Nigel Stapleton of Ashley Walls, 76 Ashley Park Avenue, Walton-on-Thames, Surrey KT12 1EU

David Walter of KPMG, 8 Salisbury Square, London EC4Y 8BB

Roger Wood of Ryemead House, Lower Hampton Road, Sunbury on Thames, Middlesex TW16 5PR

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE B**

**Number and class of shares to be acquired**

21,512,855 ordinary shares of £0.05 each in the capital of the Company

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE C**

**Form of the assistance**

Terms defined in Annexure G to this statutory declaration shall have the same meaning in this Annexure C

The assistance will take the form of the execution, delivery and performance by the Company of the following agreed form documents

- A Deed of Accession to the Credit Agreement,
- B Deed of Accession to the Debenture,
- C Deed of Accession to the Intercreditor Agreement,
- D the Company Intra-Group Loan Agreement, and
- E the Comfort Letter

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE D**

Terms defined in Annexure G to this statutory declaration shall have the same meaning in this Annexure D

The principal terms on which the assistance will be given are

**A. The Credit Agreement**

- 1 Pursuant to the terms of the Credit Agreement, the Company will irrevocably and unconditionally jointly and severally
  - (a) guarantee to each Finance Party punctual performance by each Obligor of all that Borrower's obligations under the Finance Documents,
  - (b) undertake with each Finance Party that whenever an Obligor does not pay any amount when due under or in connection with any Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor, and
  - (c) indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover
- 2 Pursuant to the terms of the Credit Agreement, the Company will grant various other indemnities in favour of the Finance Parties in relation to the Finance Documents
- 3 Pursuant to the terms of the Credit Agreement, the Company will agree that it shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Agent may reasonably specify (and in such form as the Agent may reasonably require in favour of the Agent or its nominee(s))
  - (a) to perfect the Security created or intended to be created under or evidenced by the Transaction Security Documents (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law,

- (b) to confer on the Agent or confer on the Finance Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Transaction Security Documents, and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security

## **B. The Debenture**

It is a condition precedent to the Credit Agreement that the Company accedes to the Debenture to secure its obligations under the Finance Documents

Pursuant to the terms of the Debenture, the Company will covenant and agree as follows

### **1. Covenant to pay**

- (a) The Company, as principal obligor and not merely as surety, covenants in favour of the Security Agent that it will pay and discharge the Secured Obligations from time to time when they fall due
- (b) Every payment by the Company of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in above clause of the Debenture

### **2. Fixed charges**

The Company charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

- (a) by way of first legal mortgage
  - (i) the Real Property (if any) specified in part 1 of schedule 2 to the Debenture , and
  - (ii) all other Real Property (if any) at the date of the Debenture vested in, or charged to, the Company (not charged by clause 2(a)(i) above),
- (b) by way of first fixed charge
  - (i) all other Real Property and all interests in Real Property (not charged by clause 2(a) above),
  - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and
  - (iii) the proceeds of sale of all Real Property,



- (c) by way of first fixed charge all plant and machinery (not charged by clause 2(a) or 2(b)above) and the benefit of all contracts, licences and warranties relating to the same,
- (d) by way of first fixed charge
  - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 2(c)above), and
  - (ii) the benefit of all contracts, licences and warranties relating to the same,

other than any which are for the time being part of any Charging Company's stock-in-trade or work-in-progress),
- (e) by way of first fixed charge
  - (i) the Charged Securities referred to in part 2 of schedule 2 of the Debenture, and
  - (ii) all other Charged Securities (not charged by clause 2(e)above),

in each case, together with all (A) Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Charging Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,
- (f) by way of first fixed charge
  - (i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts,
  - (ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts, and
  - (iii) all accounts of such Charging Company with any bank, financial institution or other person at any time (not charged by clauses 2(f)(i) above or 2(f)(ii) above) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,
- (g) by way of first fixed charge
  - (i) the Intellectual Property (if any) specified in part 4 of schedule 2 of the Debenture, and
  - (ii) all other Intellectual Property (if any) (not charged by clause 2(g)(i)),
- (h) to the extent that any Assigned Asset is not effectively assigned under clause 3 below, by way of first fixed charge such Assigned Asset,

- (i) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed)
  - (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Company or the use of any of its assets, and
  - (ii) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it, and
- (j) by way of first fixed charge all of the goodwill and uncalled capital of such the Company

### **3. Security Assignment**

The Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom,
- (b) each of the following
  - (i) all Insurances specified in part 6 of schedule 2 of the Debenture, and
  - (ii) all other Insurances (not assigned by clause 3(b)(i)),
- (c) and all claims under the Insurances and all proceeds of the Insurances, and
- (d) all other Receivables (not assigned under clauses 3(a) or 3(b))

To the extent that any Assigned Asset described in clause 3(b) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Charging Company to any proceeds of such Insurances

### **4. Notice of assignment and/or charge - immediate notice**

Immediately upon execution of the Debenture (and immediately upon the obtaining of any Insurance or the execution of any Hedging Agreement after the date of the Debenture) the Company shall

- (a) in respect of each of its Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 5 of the Debenture,
- (b) in respect of each Hedging Agreement (to the extent that the Company is a party to the relevant document), deliver a duly completed notice of assignment to each other party to that document, and procure that each such party executes and delivers to the

Security Agent an acknowledgement, in each case in the respective forms set out in schedule 4 of the Debenture, and

- (c) in respect of the Charged Accounts deliver a duly completed notice to the Account Bank and procure that the Account Bank executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 3 of the Debenture,

or, in each case, in such other form as the Security Agent shall agree

**5. Notice of assignment - Material Contracts**

Immediately upon request by the Security Agent at any time after a Default, the Company will, in respect of each Material Contract to which it is a party, deliver a duly completed notice of assignment to each other party to that Material Contract, and use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 4 of the Debenture (or in such other form as the Security Agent shall agree)

**6. Floating Charge**

The Company charges and agrees to charge by way of first floating charge all of its present and future

- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 2 (*Fixed Charge*), clause 3 above (*Security assignments*) or any other provision of the Debenture, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

**7. Automatic Conversion**

The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

- (a) in relation to any Security Asset which is subject to a floating charge if
  - (i) the Company creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent, or
  - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and
- (b) over all Security Assets of the Company which are subject to a floating charge if an administrator is appointed in respect of the Company or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)

## **8. Negative Pledge and Disposals**

No Charging Company shall do or agree to do any of the following without the prior written consent of the Security Agent

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset except a Permitted Security, or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction)

## **9. Further Assurances**

The Company shall (and the Parent shall procure that the Company shall) at its own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for

- (a) creating, perfecting or protecting the Security intended to be created by the Debenture or any other Transaction Security Document,
- (b) facilitating the realisation of any Security Asset,
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or
- (d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Debenture or any other Transaction Security Document

This includes

- (i) the re-execution of the Debenture or such Transaction Security Document,
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assigment or assurance of any property, whether to the Security Agent or to its nominee, and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient

**10. Finance Documents**

The Company shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Finance Documents

**11. Specific Security**

Without prejudice to the generality of clause 9 above, the Company will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Debenture (including any fixed security arising or intended to arise pursuant to clause 6 of the Debenture)

**C. The Intercreditor Agreement**

Pursuant to the terms of the Intercreditor Agreement, the Company will, *inter alia*, acknowledge and agree to the priority arrangements in favour of, and the rights and obligations of, the Finance Parties as more particularly set out therein

**D. The Company Intra-Group Loan Agreement**

Pursuant to the terms of the Company Intra-Group Loan Agreement, the Company (amongst others) will grant to Reliance Corporation Limited, Reliance Enablement Limited and Reliance Executive Limited, loan facilities of up to £100,000,000 (and/or such other amount as may be agreed from time to time between the parties to the Company Intra-Group Loan Agreement) upon the terms and conditions contained in the Company Intra-Group Loan Agreement

**E. Comfort Letter**

Pursuant to the terms of the Comfort Letter, Reliance Corporation Limited, Reliance Enablement Limited and Reliance Establishment Limited confirm that they will (so far as able, under the terms of the Credit Agreement) provide sufficient funds to enable the Company and the Subsidiaries to pay its debts as they fall due during the year immediately following the date on which financial assistance is given

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE E**

Nil at the date of this statutory declaration, but up to £100,000,000 (being the maximum amount available under the Company Intra-Group Loan Agreement) and/or such other amount as may be agreed from time to time between the parties to the Company Intra-Group Loan Agreement

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE F**

The assistance is to be given on any date within eight weeks of the date of this statutory declaration

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE G**

The following words shall have the following meanings in this statutory declaration

**"Account Bank"** is as defined in the Credit Agreement

**"Additional Borrower"** is as defined in the Credit Agreement

**"Agent"** means The Royal Bank of Scotland Plc

**"Ancillary Facility"** means any ancillary facility made available by an Ancillary Lender in accordance with clause 7 of the Credit Agreement (*Ancillary Facilities*)

**"Ancillary Lender"** means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 7 of the Credit Agreement (*Ancillary Facilities*)

**"Assigned Assets"** means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*) of the Credit Agreement

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 28 (*changes to Obligors*) of the Credit Agreement

**"Cash Collateral Accounts"** means the accounts (if any) specified as such in part 3 of schedule 2 (*Details of Security Assets*) of the Debenture

**"Charged Accounts"** means each

- (a) Collection Account,
- (b) Cash Collateral Account, and
- (c) other account charged by or pursuant to the Debenture,

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities

**"Charged Securities"** means

- (a) the securities specified in part 2 of schedule 2 (*Details of Security Assets*) of the Debenture, and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by a Charging Company or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Charging Company has an interest at any time

**"Charging Companies"** means

- (a) the Original Charging Companies (as defined in the Debenture), and



(b) any other company which accedes to the Debenture pursuant to an accession deed

**"Collection Account"** has the meaning given to that term in clause 11 8(a)(iii) of the Debenture

**"Comfort Letter"** means the letter from Reliance Corporation Limited, Reliance Enablement Limited and Reliance Executive Limited to the Company and the Subsidiaries confirming that it will (so far as able, under the terms of the Credit Agreement) provide sufficient funds to enable the Company and the Subsidiaries to pay its debts as they fall due during the year immediately following the date on which the financial assistance is given

**"Company Intra-Group Loan Agreement"** means the loan agreement in the agreed form between the Company and certain other members of the Group pursuant to which those members of the Group have or will make available a facility to the Company up to a maximum aggregate principal amount equal to the aggregate principal amount of (plus interest on) the Facilities and the Investor Loan Notes (each as defined in the Credit Agreement)

**"Consolidated EBITDA"** has the meaning given to that term in clause 24 1 (*Financial Definitions*) in the Credit Agreement

**"Credit Agreement"** means a £80,000,000 sterling term and revolving facilities agreement dated 31 July 2007, made between, inter alia, (1) the Parent, (2) the Original Borrowers as set out in Part 1 of Schedule 1 therein, (4) the Original Guarantors as set out in Part 1 of Schedule 1 therein, (5) Barclays Capital and The Royal Bank of Scotland Plc (as Mandated Lead Arrangers) and (6) the financial institutions listed in Part 2 of Schedule 1 therein (as Original Lenders) (each such term as defined therein)) from time to time

**"Debenture"** means a debenture dated 31 July 2007 entered into by the Parent and Reliance Executive Limited in favour of the Security Trustee

**"Deed of Accession to the Credit Agreement"** means a deed of accession to the Credit Agreement to be entered into by the Company and each of its Subsidiaries pursuant to which the Company agrees to become an Additional Guarantor (as such term is defined in the Credit Agreement) and to be bound by the terms of the Credit Agreement as an Additional Guarantor

**"Deed of Accession to the Debenture"** means a deed of accession to the Debenture to be entered into by (1) the Company and (2) the Subsidiaries in favour of the Security Agent, to which the Company accedes to the terms of the Debenture

**"Deed of Accession to the Intercreditor Agreement"** means the deed of accession to the Intercreditor Agreement to be entered into by the Company and the Subsidiaries to which the Company agrees to accede to the terms of the Intercreditor Agreement

**"Default"** means an Event of Default or any event or circumstance specified in clause 26 (*Events of Default*) of the Credit Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Agent,

**"Event of Default"** means any event or circumstance specified as such in clause 26 (*Events of Default*) of the Credit Agreement

**"Finance Document"** means the Credit Agreement, any Accession Letter, any Ancillary Document, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, the Whitewash Documents and any other document designated as a "Finance Document" by the Agent and the Parent (all definitions as defined in the Credit Agreement)

**"Finance Party"** means the Agent, the Arrangers, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender (each as defined in the Credit Agreement)

**"Financial Indebtedness"** is as defined in the Credit Agreement

**"Group"** means the Parent, the Target and each of their respective Subsidiaries for the time being but excluding the PFI Companies and their Subsidiaries (as defined in the Credit Agreement) from time to time

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to all of Facility A in accordance with the Hedging Letter delivered to the Agent under clause 4.1 (*initial conditions precedent*) (each term as defined in the Credit Agreement)

**"Insurances"** means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Charging Company, or in which a Charging Company from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 6 of schedule 2 (*Details of Security Assets*)) of the Debenture

**"Intellectual Property"** means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each member of the Group

**"Intercreditor Agreement"** means the intercreditor agreement dated 5 September 2007 and made between inter alia, the Parent, the Security Agent, the Agent, the Mandated Lead Arrangers and the Investor Loan Note Holders, the Investor (each such term as defined therein)

**"Mandated Lead Arrangers"** means Barclays Capital and The Royal Bank of Scotland Plc

**"Material Contract"** means any contract or agreement made by any member of the Group with a third party which contributes 10% or more of the turnover of the Group or Consolidated EBITDA

**"Non-Obligor"** means a member of the Group which is not an Obligor

**"Obligor"** means a Borrower or a Guarantor (as defined in the Credit Agreement)

**"Original Borrower"** is as defined in the Credit Agreement

**"Parent"** means Reliance Corporation Limited, a company incorporated under the laws of England and Wales with registered number 1473721

**"Permitted Disposal"** is as defined in the Credit Agreement

**"Permitted Security"** is as defined in the Credit Agreement

**"Permitted Transaction"** means

- (a) any Disposal required by the terms of the Finance Documents,
- (b) any Financial Indebtedness arising under the Finance Documents,
- (c) any guarantee or indemnity entered into in favour of any Finance Party under the Finance Documents,
- (d) any Security or Quasi-Security granted in favour of any Finance Party under the Finance Documents,
- (e) any loan arising under the Finance Documents, or

- (f) the solvent liquidation or reorganisation of any Non-Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group

**"Quasi-Security"** has the meaning given to that term in clause 25 14 (*Negative Pledge*) of the Credit Agreement

**"Real Property"** means

- (a) any freehold, leasehold or immovable property, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property

**"Receivables"** means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing

**"Related Rights"** means, in relation to any Charged Security

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

**"Relevant Contract"** means

- (a) each Hedging Agreement (as defined in the Credit Agreement), and
- (b) part 5 of schedule 2 (*Details of Security Assets*) of the Debenture or specified in any Accession Deed as a *"Material Contract"*

together with each other agreement supplementing or amending or novating or replacing the same

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each present or future member of the Group to the Security Agent (as defined in the Debenture) and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Debenture), provided that no obligation or liability shall be included in the definition of **"Secured Obligations"** to the extent that, if it were so included, the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985

**"Secured Parties"** has the meaning given to that term in the Intercreditor Agreement

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**"Security Agent"** means the The Royal Bank of Scotland Plc

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture

**"Security Trustee"** means The Royal Bank of Scotland Plc

**"Subsidiaries"** means each of Reliance Integrated Services Limited, Reliance Security Services Limited, Reliance Secure Task Management Limited, Project Security Limited and Reliance Property Holdings Limited

**"Target"** means Reliance Security Group Limited, a company incorporated under the laws of England and Wales with registered number 1473721

**"Transaction Security"** means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents

**"Transaction Security Documents"** means each of the documents specified in

- (a) paragraph 3(e) of part 1 of schedule 2 (*Conditions precedent*) of the Credit Agreement,
- (b) paragraph 2 of part 4 of schedule 2 (*Conditions precedent*) of the Credit Agreement,
- (c) paragraph 13 of part 5 of schedule 2 (*Conditions precedent*) of the Credit Agreement,
- (d) clause 25 40 (*Security from the Target Group*) of the Credit Agreement, and
- (e) clause 28 6 of the Credit Agreement,

together with any other document entered into by any Obligor creating or expressed to create any Security in favour of any Finance Party in relation to the obligations of any Obligor under any Finance Document

**"Unconditional Date"** means the date on which the Offer is declared or becomes unconditional in all respects (unless Scheme Conversion has occurred, in which case it means the Scheme Effective Date, unless the context requires otherwise) (each term as defined in the Credit Agreement)

CHFP041

## COMPANIES FORM No. 155(6)(a)

Declaration in relation to  
assistance for the acquisition  
of shares

155(6)a

Please do not  
write in  
this margin

Pursuant to section 155(6) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

1473721

## Note

Please read the  
notes on page 3  
before completing  
this form\*Insert full name  
of company

Name of company

\* Reliance Security Group Limited (the "Company")

xWe ~~are~~ Please see Annexure AInsert name(s) and  
address(es) of all  
the directors† Delete as  
appropriate

~~that the sole director~~ [all the directors]† of the above company do solemnly and sincerely declare that  
The business of the company is

§ Delete whichever  
is inappropriate

~~(a) that of a recognised bank licensed as such under the meaning of the Banking Act 1979 §x~~  
~~(b) that of a person authorised under section 8 of the Insurance Companies Act 1982 to carry on~~  
~~insurance business in the United Kingdom §x~~

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the  
[company] ~~[company's holding company]x~~

banded†

The assistance is for the purpose of [that acquisition] ~~[reducing or discharging a liability incurred for the~~  
~~purpose of that acquisition]†~~

The number and class of the shares acquired or to be acquired is Please see Annexure B

Presenter's name address and  
reference (if any)

Osborne Clarke  
Apex Plaza  
Forbury Road  
Reading  
RG1 1AX  
VBS/0915982/3725649

For official Use (02/06)  
General Section

Post room

Please do not  
write in  
this margin

**Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering**

Please see Annexure C

† Delete as appropriate

Please see Annexure D

The date on which the assistance is to be given is Please see Annexure F

RSQ

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*Delete either (a) or  
(b) as appropriate

~~1/~~We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts (note 3)

- (a) ~~1/~~We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]\* (note 3)

~~It is intended to commence the winding up of the company within 12 months of the date and 1/We have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]\* (note 3)~~

And ~~1/~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at RELIANCE SECURITY GROUP LTD Declarants to sign below  
CRICKETFIELD ROAD, UKBRIDGE  
UB8 1QG

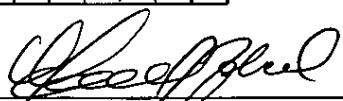


Day Month Year

on 

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| 2 | 3 | 1 | 0 | 2 | 9 | 0 | 7 |
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before me



A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths

JACINA M DGHAL  
JBB SOLICITORS  
CAPITAL COURT  
30 WINDSOR STREET  
UKBRIDGE MIDX UB8 1AB.

## NOTES

- For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985
- Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown
- Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985
- The auditor's report required by section 156(4) of the Companies Act 1985 must be annexed to this form
- The address for companies registered in England and Wales or Wales is -  
  
The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ  
  
DX 33050 Cardiff  
  
or, for companies registered in Scotland -  
  
The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB  
  
DX 235 Edinburgh  
  
or LP-4 Edinburgh 2





**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE A**

Mark Harrison of 5 Orchard Avenue, Harpenden, Hertfordshire AL5 2DW

Brian Kingham of 31 Carlyle Square, London SW3 6HA

Julian Nicholls of The Thatched Cottage, Smith End Lane Barley, Royston, Hertfordshire SG8 8LH

Nigel Stapleton of Ashley Walls, 76 Ashley Park Avenue, Walton-on-Thames, Surrey KT12 1EU

David Walter of KPMG, 8 Salisbury Square, London EC4Y 8BB

Roger Wood of Ryemead House, Lower Hampton Road, Sunbury on Thames, Middlesex TW16 5PR

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE B**

**Number and class of shares to be acquired**

21,512,855 ordinary shares of £0.05 each in the capital of the Company

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE C**

**Form of the assistance**

Terms defined in Annexure G to this statutory declaration shall have the same meaning in this Annexure C

The assistance will take the form of the execution, delivery and performance by the Company of the following agreed form documents

- A Deed of Accession to the Credit Agreement,
- B Deed of Accession to the Debenture,
- C Deed of Accession to the Intercreditor Agreement,
- D the Company Intra-Group Loan Agreement, and
- E the Comfort Letter

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE D**

Terms defined in Annexure G to this statutory declaration shall have the same meaning in this Annexure D

The principal terms on which the assistance will be given are

**A. The Credit Agreement**

- 1 Pursuant to the terms of the Credit Agreement, the Company will irrevocably and unconditionally jointly and severally
  - (a) guarantee to each Finance Party punctual performance by each Obligor of all that Borrower's obligations under the Finance Documents,
  - (b) undertake with each Finance Party that whenever an Obligor does not pay any amount when due under or in connection with any Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor, and
  - (c) indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover
- 2 Pursuant to the terms of the Credit Agreement, the Company will grant various other indemnities in favour of the Finance Parties in relation to the Finance Documents
- 3 Pursuant to the terms of the Credit Agreement, the Company will agree that it shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Agent may reasonably specify (and in such form as the Agent may reasonably require in favour of the Agent or its nominee(s))
  - (a) to perfect the Security created or intended to be created under or evidenced by the Transaction Security Documents (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law,

- (b) to confer on the Agent or confer on the Finance Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Transaction Security Documents, and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security

## **B. The Debenture**

It is a condition precedent to the Credit Agreement that the Company accedes to the Debenture to secure its obligations under the Finance Documents

Pursuant to the terms of the Debenture, the Company will covenant and agree as follows

### **1. Covenant to pay**

- (a) The Company, as principal obligor and not merely as surety, covenants in favour of the Security Agent that it will pay and discharge the Secured Obligations from time to time when they fall due
- (b) Every payment by the Company of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in above clause of the Debenture

### **2. Fixed charges**

The Company charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

- (a) by way of first legal mortgage
  - (i) the Real Property (if any) specified in part 1 of schedule 2 to the Debenture , and
  - (ii) all other Real Property (if any) at the date of the Debenture vested in, or charged to, the Company (not charged by clause 2(a)(i) above),
- (b) by way of first fixed charge
  - (i) all other Real Property and all interests in Real Property (not charged by clause 2(a) above),
  - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and
  - (iii) the proceeds of sale of all Real Property,

(c) by way of first fixed charge all plant and machinery (not charged by clause 2(a) or 2(b)above) and the benefit of all contracts, licences and warranties relating to the same,

(d) by way of first fixed charge

(i) all computers, vehicles, office equipment and other equipment (not charged by clause 2(c)above), and

(ii) the benefit of all contracts, licences and warranties relating to the same,

other than any which are for the time being part of any Charging Company's stock-in-trade or work-in-progress),

(e) by way of first fixed charge

(i) the Charged Securities referred to in part 2 of schedule 2 of the Debenture, and

(ii) all other Charged Securities (not charged by clause 2(e)above),

in each case, together with all (A) Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Charging Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,

(f) by way of first fixed charge

(i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts,

(ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts, and

(iii) all accounts of such Charging Company with any bank, financial institution or other person at any time (not charged by clauses 2(f)(i) above or 2(f)(ii) above) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,

(g) by way of first fixed charge

(i) the Intellectual Property (if any) specified in part 4 of schedule 2 of the Debenture, and

(ii) all other Intellectual Property (if any) (not charged by clause 2(g)(i)),

(h) to the extent that any Assigned Asset is not effectively assigned under clause 3 below, by way of first fixed charge such Assigned Asset,

- (i) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed)
  - (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Company or the use of any of its assets, and
  - (ii) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it, and
- (j) by way of first fixed charge all of the goodwill and uncalled capital of such the Company

### **3. Security Assignment**

The Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom,
- (b) each of the following
  - (i) all Insurances specified in part 6 of schedule 2 of the Debenture, and
  - (ii) all other Insurances (not assigned by clause 3(b)(i)),
- (c) and all claims under the Insurances and all proceeds of the Insurances, and
- (d) all other Receivables (not assigned under clauses 3(a) or 3(b))

To the extent that any Assigned Asset described in clause 3(b) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Charging Company to any proceeds of such Insurances

### **4. Notice of assignment and/or charge - immediate notice**

Immediately upon execution of the Debenture (and immediately upon the obtaining of any Insurance or the execution of any Hedging Agreement after the date of the Debenture) the Company shall

- (a) in respect of each of its Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 5 of the Debenture,
- (b) in respect of each Hedging Agreement (to the extent that the Company is a party to the relevant document), deliver a duly completed notice of assignment to each other party to that document, and procure that each such party executes and delivers to the

Security Agent an acknowledgement, in each case in the respective forms set out in schedule 4 of the Debenture, and

- (c) in respect of the Charged Accounts deliver a duly completed notice to the Account Bank and procure that the Account Bank executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 3 of the Debenture,

or, in each case, in such other form as the Security Agent shall agree

**5. Notice of assignment - Material Contracts**

Immediately upon request by the Security Agent at any time after a Default, the Company will, in respect of each Material Contract to which it is a party, deliver a duly completed notice of assignment to each other party to that Material Contract, and use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 4 of the Debenture (or in such other form as the Security Agent shall agree)

**6. Floating Charge**

The Company charges and agrees to charge by way of first floating charge all of its present and future

- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 2 (*Fixed Charge*), clause 3 above (*Security assignments*) or any other provision of the Debenture, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

**7. Automatic Conversion**

The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

- (a) in relation to any Security Asset which is subject to a floating charge if
  - (i) the Company creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent, or
  - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and
- (b) over all Security Assets of the Company which are subject to a floating charge if an administrator is appointed in respect of the Company or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)



**8. Negative Pledge and Disposals**

No Charging Company shall do or agree to do any of the following without the prior written consent of the Security Agent

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset except a Permitted Security, or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction)

**9. Further Assurances**

The Company shall (and the Parent shall procure that the Company shall) at its own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for

- (a) creating, perfecting or protecting the Security intended to be created by the Debenture or any other Transaction Security Document,
- (b) facilitating the realisation of any Security Asset,
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or
- (d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Debenture or any other Transaction Security Document

This includes

- (i) the re-execution of the Debenture or such Transaction Security Document,
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assigment or assurance of any property, whether to the Security Agent or to its nominee, and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient

**10. Finance Documents**

The Company shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Finance Documents

**11. Specific Security**

Without prejudice to the generality of clause 9 above, the Company will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Debenture (including any fixed security arising or intended to arise pursuant to clause 6 of the Debenture)

**C. The Intercreditor Agreement**

Pursuant to the terms of the Intercreditor Agreement, the Company will, *inter alia*, acknowledge and agree to the priority arrangements in favour of, and the rights and obligations of, the Finance Parties as more particularly set out therein

**D. The Company Intra-Group Loan Agreement**

Pursuant to the terms of the Company Intra-Group Loan Agreement, the Company (amongst others) will grant to Reliance Corporation Limited, Reliance Enablement Limited and Reliance Executive Limited, loan facilities of up to £100,000,000 (and/or such other amount as may be agreed from time to time between the parties to the Company Intra-Group Loan Agreement) upon the terms and conditions contained in the Company Intra-Group Loan Agreement

**E. Comfort Letter**

Pursuant to the terms of the Comfort Letter, Reliance Corporation Limited, Reliance Enablement Limited and Reliance Establishment Limited confirm that they will (so far as able, under the terms of the Credit Agreement) provide sufficient funds to enable the Company and the Subsidiaries to pay its debts as they fall due during the year immediately following the date on which financial assistance is given

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE E**

Nil at the date of this statutory declaration, but up to £100,000,000 (being the maximum amount available under the Company Intra-Group Loan Agreement) and/or such other amount as may be agreed from time to time between the parties to the Company Intra-Group Loan Agreement

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE F**

The assistance is to be given on any date within eight weeks of the date of this statutory declaration

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE G**

The following words shall have the following meanings in this statutory declaration

**"Account Bank"** is as defined in the Credit Agreement

**"Additional Borrower"** is as defined in the Credit Agreement

**"Agent"** means The Royal Bank of Scotland Plc

**"Ancillary Facility"** means any ancillary facility made available by an Ancillary Lender in accordance with clause 7 of the Credit Agreement (*Ancillary Facilities*)

**"Ancillary Lender"** means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 7 of the Credit Agreement (*Ancillary Facilities*)

**"Assigned Assets"** means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*) of the Credit Agreement

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 28 (*changes to Obligors*) of the Credit Agreement

**"Cash Collateral Accounts"** means the accounts (if any) specified as such in part 3 of schedule 2 (*Details of Security Assets*) of the Debenture

**"Charged Accounts"** means each

- (a) Collection Account,
- (b) Cash Collateral Account, and
- (c) other account charged by or pursuant to the Debenture,

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities

**"Charged Securities"** means

- (a) the securities specified in part 2 of schedule 2 (*Details of Security Assets*) of the Debenture, and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or *"investments"* (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by a Charging Company or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Charging Company has an interest at any time

**"Charging Companies"** means

- (a) the Original Charging Companies (as defined in the Debenture), and

(b) any other company which accedes to the Debenture pursuant to an accession deed

**"Collection Account"** has the meaning given to that term in clause 11.8(a)(iii) of the Debenture

**"Comfort Letter"** means the letter from Reliance Corporation Limited, Reliance Enablement Limited and Reliance Executive Limited to the Company and the Subsidiaries confirming that it will (so far as able, under the terms of the Credit Agreement) provide sufficient funds to enable the Company and the Subsidiaries to pay its debts as they fall due during the year immediately following the date on which the financial assistance is given

**"Company Intra-Group Loan Agreement"** means the loan agreement in the agreed form between the Company and certain other members of the Group pursuant to which those members of the Group have or will make available a facility to the Company up to a maximum aggregate principal amount equal to the aggregate principal amount of (plus interest on) the Facilities and the Investor Loan Notes (each as defined in the Credit Agreement)

**"Consolidated EBITDA"** has the meaning given to that term in clause 24.1 (*Financial Definitions*) in the Credit Agreement

**"Credit Agreement"** means a £80,000,000 sterling term and revolving facilities agreement dated 31 July 2007, made between, inter alia, (1) the Parent, (2) the Original Borrowers as set out in Part 1 of Schedule 1 therein, (4) the Original Guarantors as set out in Part 1 of Schedule 1 therein, (5) Barclays Capital and The Royal Bank of Scotland Plc (as Mandated Lead Arrangers) and (6) the financial institutions listed in Part 2 of Schedule 1 therein (as Original Lenders) (each such term as defined therein)) from time to time

**"Debenture"** means a debenture dated 31 July 2007 entered into by the Parent and Reliance Executive Limited in favour of the Security Trustee

**"Deed of Accession to the Credit Agreement"** means a deed of accession to the Credit Agreement to be entered into by the Company and each of its Subsidiaries pursuant to which the Company agrees to become an Additional Guarantor (as such term is defined in the Credit Agreement) and to be bound by the terms of the Credit Agreement as an Additional Guarantor

**"Deed of Accession to the Debenture"** means a deed of accession to the Debenture to be entered into by (1) the Company and (2) the Subsidiaries in favour of the Security Agent, to which the Company accedes to the terms of the Debenture

**"Deed of Accession to the Intercreditor Agreement"** means the deed of accession to the Intercreditor Agreement to be entered into by the Company and the Subsidiaries to which the Company agrees to accede to the terms of the Intercreditor Agreement

**"Default"** means an Event of Default or any event or circumstance specified in clause 26 (*Events of Default*) of the Credit Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Agent,

**"Event of Default"** means any event or circumstance specified as such in clause 26 (*Events of Default*) of the Credit Agreement

**"Finance Document"** means the Credit Agreement, any Accession Letter, any Ancillary Document, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, the Whitewash Documents and any other document designated as a "Finance Document" by the Agent and the Parent (all definitions as defined in the Credit Agreement)

**"Finance Party"** means the Agent, the Arrangers, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender (each as defined in the Credit Agreement)

**"Financial Indebtedness"** is as defined in the Credit Agreement

**"Group"** means the Parent, the Target and each of their respective Subsidiaries for the time being but excluding the PFI Companies and their Subsidiaries (as defined in the Credit Agreement) from time to time

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to all of Facility A in accordance with the Hedging Letter delivered to the Agent under clause 4.1 (*initial conditions precedent*) (each term as defined in the Credit Agreement)

**"Insurances"** means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Charging Company, or in which a Charging Company from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 6 of schedule 2 (*Details of Security Assets*)) of the Debenture

**"Intellectual Property"** means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each member of the Group

**"Intercreditor Agreement"** means the intercreditor agreement dated 5 September 2007 and made between inter alia, the Parent, the Security Agent, the Agent, the Mandated Lead Arrangers and the Investor Loan Note Holders, the Investor (each such term as defined therein)

**"Mandated Lead Arrangers"** means Barclays Capital and The Royal Bank of Scotland Plc

**"Material Contract"** means any contract or agreement made by any member of the Group with a third party which contributes 10% or more of the turnover of the Group or Consolidated EBITDA

**"Non-Obligor"** means a member of the Group which is not an Obligor

**"Obligor"** means a Borrower or a Guarantor (as defined in the Credit Agreement)

**"Original Borrower"** is as defined in the Credit Agreement

**"Parent"** means Reliance Corporation Limited, a company incorporated under the laws of England and Wales with registered number 1473721

**"Permitted Disposal"** is as defined in the Credit Agreement

**"Permitted Security"** is as defined in the Credit Agreement

**"Permitted Transaction"** means

- (a) any Disposal required by the terms of the Finance Documents,
- (b) any Financial Indebtedness arising under the Finance Documents,
- (c) any guarantee or indemnity entered into in favour of any Finance Party under the Finance Documents,
- (d) any Security or Quasi-Security granted in favour of any Finance Party under the Finance Documents,
- (e) any loan arising under the Finance Documents, or

- (f) the solvent liquidation or reorganisation of any Non-Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group

**"Quasi-Security"** has the meaning given to that term in clause 25 14 (*Negative Pledge*) of the Credit Agreement

**"Real Property"** means

- (a) any freehold, leasehold or immovable property, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property

**"Receivables"** means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing

**"Related Rights"** means, in relation to any Charged Security

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

**"Relevant Contract"** means

- (a) each Hedging Agreement (as defined in the Credit Agreement), and
- (b) part 5 of schedule 2 (*Details of Security Assets*) of the Debenture or specified in any Accession Deed as a *"Material Contract"*

together with each other agreement supplementing or amending or novating or replacing the same

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each present or future member of the Group to the Security Agent (as defined in the Debenture) and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Debenture), provided that no obligation or liability shall be included in the definition of **"Secured Obligations"** to the extent that, if it were so included, the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985

**"Secured Parties"** has the meaning given to that term in the Intercreditor Agreement

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**"Security Agent"** means the The Royal Bank of Scotland Plc

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture



**"Security Trustee"** means The Royal Bank of Scotland Plc

**"Subsidiaries"** means each of Reliance Integrated Services Limited, Reliance Security Services Limited, Reliance Secure Task Management Limited, Project Security Limited and Reliance Property Holdings Limited

**"Target"** means Reliance Security Group Limited, a company incorporated under the laws of England and Wales with registered number 1473721

**"Transaction Security"** means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents

**"Transaction Security Documents"** means each of the documents specified in

- (a) paragraph 3(e) of part 1 of schedule 2 (*Conditions precedent*) of the Credit Agreement,
- (b) paragraph 2 of part 4 of schedule 2 (*Conditions precedent*) of the Credit Agreement,
- (c) paragraph 13 of part 5 of schedule 2 (*Conditions precedent*) of the Credit Agreement,
- (d) clause 25 40 (*Security from the Target Group*) of the Credit Agreement, and
- (e) clause 28 6 of the Credit Agreement,

together with any other document entered into by any Obligor creating or expressed to create any Security in favour of any Finance Party in relation to the obligations of any Obligor under any Finance Document

**"Unconditional Date"** means the date on which the Offer is declared or becomes unconditional in all respects (unless Scheme Conversion has occurred, in which case it means the Scheme Effective Date, unless the context requires otherwise) (each term as defined in the Credit Agreement)

CHFP041

## COMPANIES FORM No. 155(6)(a)

Declaration in relation to  
assistance for the acquisition  
of shares**155(6)a**Please do not  
write in  
this margin

Pursuant to section 155(6) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

1473721

## Note

Please read the  
notes on page 3  
before completing  
this form\*Insert full name  
of company

Name of company

\* Reliance Security Group Limited (the "Company")

xWe ~~or~~ Please see Annexure Ag Insert name(s) and  
address(es) of all  
the directors† Delete as  
appropriate

~~the sole director~~ [all the directors]† of the above company do solemnly and sincerely declare that  
The business of the company is

§ Delete whichever  
is inappropriate

~~(a) that of a recognised bank licensed to do so within the meaning of the Banking Act 1979~~ § x

~~(b) that of a person authorised under section 6 or 4 of the Insurance Companies Act 1982 to carry on  
insurance business in the United Kingdom~~ § x

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the  
[company] ~~[company's holding company]~~ x

banded; †

The assistance is for the purpose of [that acquisition] ~~[reducing or discharging liability incurred for the  
purpose of that acquisition]~~ †

The number and class of the shares acquired or to be acquired is Please see Annexure B

Presenter's name address and  
reference (if any)

Osborne Clarke  
Apex Plaza  
Forbury Road  
Reading  
RG1 1AX  
VBS/0915982/3725649

For official Use (02/06)  
General Section

Post room

Please do not  
write in  
this margin

The assistance will take the form of

The person who ~~(has acquired)~~ will acquire† the shares is  
Reliance Executive Limited (company number 6302567)

The principal terms on which the assistance will be given are

Please see Annexure D

The date on which the assistance is to be given is **Please see Annexure F**

RSG

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*Delete either (a) or  
(b) as appropriate

~~X~~We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts (note 3)

- (a) ~~X~~We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date)\* (note 3)

~~X~~We have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up (note 3)

And we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

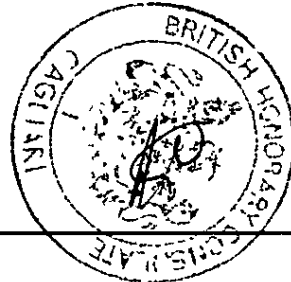
X Declared at BRITISH HONORARY CONSULATE Declarants to sign below  
CASLIARI, ITALY

Day Month Year

on 23 10 2017

before me Andrew M. Graham  
British Honorary Consul

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths



## NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985
- 4 The auditor's report required by section 156(4) of the Companies Act 1985 must be annexed to this form
- 5 The address for companies registered in England and Wales or Wales is -  
  
The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ  
  
DX 33050 Cardiff  
  
or, for companies registered in Scotland -  
  
The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB  
  
DX 235 Edinburgh  
  
or LP-4 Edinburgh 2

CO155(6)a/y3



**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE A**

Mark Harrison of 5 Orchard Avenue, Harpenden, Hertfordshire AL5 2DW

Brain Kingham of 31 Carlyle Square, London SW3 6HA

Julian Nicholls of The Thatched Cottage, Smith End Lane Barley, Royston, Hertfordshire SG8 8LH

Nigel Stapleton of Ashley Walls, 76 Ashley Park Avenue, Walton-on-Thames, Surrey KT12 1EU

David Walter of KPMG, 8 Salisbury Square, London EC4Y 8BB

Roger Wood of Ryemead House, Lower Hampton Road, Sunbury on Thames, Middlesex TW16 5PR

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE B**

**Number and class of shares to be acquired**

21,512,855 ordinary shares of £0.05 each in the capital of the Company

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE C**

**Form of the assistance**

Terms defined in Annexure G to this statutory declaration shall have the same meaning in this Annexure C

The assistance will take the form of the execution, delivery and performance by the Company of the following agreed form documents

- A Deed of Accession to the Credit Agreement,
- B Deed of Accession to the Debenture,
- C Deed of Accession to the Intercreditor Agreement,
- D the Company Intra-Group Loan Agreement, and
- E the Comfort Letter



**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE D**

Terms defined in Annexure G to this statutory declaration shall have the same meaning in this Annexure D

The principal terms on which the assistance will be given are

**A. The Credit Agreement**

- 1 Pursuant to the terms of the Credit Agreement, the Company will irrevocably and unconditionally jointly and severally
  - (a) guarantee to each Finance Party punctual performance by each Obligor of all that Borrower's obligations under the Finance Documents,
  - (b) undertake with each Finance Party that whenever an Obligor does not pay any amount when due under or in connection with any Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor, and
  - (c) indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover
- 2 Pursuant to the terms of the Credit Agreement, the Company will grant various other indemnities in favour of the Finance Parties in relation to the Finance Documents
- 3 Pursuant to the terms of the Credit Agreement, the Company will agree that it shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Agent may reasonably specify (and in such form as the Agent may reasonably require in favour of the Agent or its nominee(s))
  - (a) to perfect the Security created or intended to be created under or evidenced by the Transaction Security Documents (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law,

- (b) to confer on the Agent or confer on the Finance Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Transaction Security Documents, and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security

## **B. The Debenture**

It is a condition precedent to the Credit Agreement that the Company accedes to the Debenture to secure its obligations under the Finance Documents

Pursuant to the terms of the Debenture, the Company will covenant and agree as follows

### **1. Covenant to pay**

- (a) The Company, as principal obligor and not merely as surety, covenants in favour of the Security Agent that it will pay and discharge the Secured Obligations from time to time when they fall due
- (b) Every payment by the Company of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in above clause of the Debenture

### **2. Fixed charges**

The Company charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

- (a) by way of first legal mortgage
  - (i) the Real Property (if any) specified in part 1 of schedule 2 to the Debenture , and
  - (ii) all other Real Property (if any) at the date of the Debenture vested in, or charged to, the Company (not charged by clause 2(a)(i) above),
- (b) by way of first fixed charge
  - (i) all other Real Property and all interests in Real Property (not charged by clause 2(a) above),
  - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and
  - (iii) the proceeds of sale of all Real Property,

- (c) by way of first fixed charge all plant and machinery (not charged by clause 2(a) or 2(b)above) and the benefit of all contracts, licences and warranties relating to the same,
- (d) by way of first fixed charge
  - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 2(c)above), and
  - (ii) the benefit of all contracts, licences and warranties relating to the same,other than any which are for the time being part of any Charging Company's stock-in-trade or work-in-progress),
- (e) by way of first fixed charge
  - (i) the Charged Securities referred to in part 2 of schedule 2 of the Debenture, and
  - (ii) all other Charged Securities (not charged by clause 2(e)above),in each case, together with all (A) Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Charging Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,
- (f) by way of first fixed charge
  - (i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts,
  - (ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts, and
  - (iii) all accounts of such Charging Company with any bank, financial institution or other person at any time (not charged by clauses 2(f)(i) above or 2(f)(ii) above) and all monies at any time standing to the credit of such accounts,in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,
- (g) by way of first fixed charge
  - (i) the Intellectual Property (if any) specified in part 4 of schedule 2 of the Debenture, and
  - (ii) all other Intellectual Property (if any) (not charged by clause 2(g)(i)),
- (h) to the extent that any Assigned Asset is not effectively assigned under clause 3 below, by way of first fixed charge such Assigned Asset,

- (i) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed)
  - (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Company or the use of any of its assets, and
  - (ii) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it, and
- (j) by way of first fixed charge all of the goodwill and uncalled capital of such the Company

### **3. Security Assignment**

The Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom,
- (b) each of the following
  - (i) all Insurances specified in part 6 of schedule 2 of the Debenture, and
  - (ii) all other Insurances (not assigned by clause 3(b)(i)),
- (c) and all claims under the Insurances and all proceeds of the Insurances, and
- (d) all other Receivables (not assigned under clauses 3(a) or 3(b))

To the extent that any Assigned Asset described in clause 3(b) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Charging Company to any proceeds of such Insurances

### **4. Notice of assignment and/or charge - immediate notice**

Immediately upon execution of the Debenture (and immediately upon the obtaining of any Insurance or the execution of any Hedging Agreement after the date of the Debenture) the Company shall

- (a) in respect of each of its Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 5 of the Debenture,
- (b) in respect of each Hedging Agreement (to the extent that the Company is a party to the relevant document), deliver a duly completed notice of assignment to each other party to that document, and procure that each such party executes and delivers to the

Security Agent an acknowledgement, in each case in the respective forms set out in schedule 4 of the Debenture, and

- (c) in respect of the Charged Accounts deliver a duly completed notice to the Account Bank and procure that the Account Bank executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 3 of the Debenture,

or, in each case, in such other form as the Security Agent shall agree

**5. Notice of assignment - Material Contracts**

Immediately upon request by the Security Agent at any time after a Default, the Company will, in respect of each Material Contract to which it is a party, deliver a duly completed notice of assignment to each other party to that Material Contract, and use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 4 of the Debenture (or in such other form as the Security Agent shall agree)

**6. Floating Charge**

The Company charges and agrees to charge by way of first floating charge all of its present and future

- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 2 (*Fixed Charge*), clause 3 above (*Security assignments*) or any other provision of the Debenture, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

**7. Automatic Conversion**

The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

- (a) in relation to any Security Asset which is subject to a floating charge if
  - (i) the Company creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent, or
  - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and
- (b) over all Security Assets of the Company which are subject to a floating charge if an administrator is appointed in respect of the Company or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)

**8. Negative Pledge and Disposals**

No Charging Company shall do or agree to do any of the following without the prior written consent of the Security Agent

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset except a Permitted Security, or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction)

**9. Further Assurances**

The Company shall (and the Parent shall procure that the Company shall) at its own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for

- (a) creating, perfecting or protecting the Security intended to be created by the Debenture or any other Transaction Security Document,
- (b) facilitating the realisation of any Security Asset,
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or
- (d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Debenture or any other Transaction Security Document

This includes

- (i) the re-execution of the Debenture or such Transaction Security Document,
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee, and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient

**10. Finance Documents**

The Company shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Finance Documents

**11. Specific Security**

Without prejudice to the generality of clause 9 above, the Company will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Debenture (including any fixed security arising or intended to arise pursuant to clause 6 of the Debenture)

**C. The Intercreditor Agreement**

Pursuant to the terms of the Intercreditor Agreement, the Company will, *inter alia*, acknowledge and agree to the priority arrangements in favour of, and the rights and obligations of, the Finance Parties as more particularly set out therein

**D. The Company Intra-Group Loan Agreement**

Pursuant to the terms of the Company Intra-Group Loan Agreement, the Company (amongst others) will grant to Reliance Corporation Limited, Reliance Enablement Limited and Reliance Executive Limited, loan facilities of up to £100,000,000 (and/or such other amount as may be agreed from time to time between the parties to the Company Intra-Group Loan Agreement) upon the terms and conditions contained in the Company Intra-Group Loan Agreement

**E. Comfort Letter**

Pursuant to the terms of the Comfort Letter, Reliance Corporation Limited, Reliance Enablement Limited and Reliance Establishment Limited confirm that they will (so far as able, under the terms of the Credit Agreement) provide sufficient funds to enable the Company and the Subsidiaries to pay its debts as they fall due during the year immediately following the date on which financial assistance is given

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE E**

Nil at the date of this statutory declaration, but up to £100,000,000 (being the maximum amount available under the Company Intra-Group Loan Agreement) and/or such other amount as may be agreed from time to time between the parties to the Company Intra-Group Loan Agreement



**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE F**

The assistance is to be given on any date within eight weeks of the date of this statutory declaration

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE G**

The following words shall have the following meanings in this statutory declaration

**"Account Bank"** is as defined in the Credit Agreement

**"Additional Borrower"** is as defined in the Credit Agreement

**"Agent"** means The Royal Bank of Scotland Plc

**"Ancillary Facility"** means any ancillary facility made available by an Ancillary Lender in accordance with clause 7 of the Credit Agreement (*Ancillary Facilities*)

**"Ancillary Lender"** means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 7 of the Credit Agreement (*Ancillary Facilities*)

**"Assigned Assets"** means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*) of the Credit Agreement

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 28 (*changes to Obligors*) of the Credit Agreement

**"Cash Collateral Accounts"** means the accounts (if any) specified as such in part 3 of schedule 2 (*Details of Security Assets*) of the Debenture

**"Charged Accounts"** means each

- (a) Collection Account,
- (b) Cash Collateral Account, and
- (c) other account charged by or pursuant to the Debenture,

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities

**"Charged Securities"** means

- (a) the securities specified in part 2 of schedule 2 (*Details of Security Assets*) of the Debenture, and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or *"investments"* (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by a Charging Company or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Charging Company has an interest at any time

**"Charging Companies"** means

- (a) the Original Charging Companies (as defined in the Debenture), and

(b) any other company which accedes to the Debenture pursuant to an accession deed

**"Collection Account"** has the meaning given to that term in clause 11 8(a)(iii) of the Debenture

**"Comfort Letter"** means the letter from Reliance Corporation Limited, Reliance Enablement Limited and Reliance Executive Limited to the Company and the Subsidiaries confirming that it will (so far as able, under the terms of the Credit Agreement) provide sufficient funds to enable the Company and the Subsidiaries to pay its debts as they fall due during the year immediately following the date on which the financial assistance is given

**"Company Intra-Group Loan Agreement"** means the loan agreement in the agreed form between the Company and certain other members of the Group pursuant to which those members of the Group have or will make available a facility to the Company up to a maximum aggregate principal amount equal to the aggregate principal amount of (plus interest on) the Facilities and the Investor Loan Notes (each as defined in the Credit Agreement)

**"Consolidated EBITDA"** has the meaning given to that term in clause 24 1 (*Financial Definitions*) in the Credit Agreement

**"Credit Agreement"** means a £80,000,000 sterling term and revolving facilities agreement dated 31 July 2007, made between, inter alia, (1) the Parent, (2) the Original Borrowers as set out in Part 1 of Schedule 1 therein, (4) the Original Guarantors as set out in Part 1 of Schedule 1 therein, (5) Barclays Capital and The Royal Bank of Scotland Plc (as Mandated Lead Arrangers) and (6) the financial institutions listed in Part 2 of Schedule 1 therein (as Original Lenders) (each such term as defined therein)) from time to time

**"Debenture"** means a debenture dated 31 July 2007 entered into by the Parent and Reliance Executive Limited in favour of the Security Trustee

**"Deed of Accession to the Credit Agreement"** means a deed of accession to the Credit Agreement to be entered into by the Company and each of its Subsidiaries pursuant to which the Company agrees to become an Additional Guarantor (as such term is defined in the Credit Agreement) and to be bound by the terms of the Credit Agreement as an Additional Guarantor

**"Deed of Accession to the Debenture"** means a deed of accession to the Debenture to be entered into by (1) the Company and (2) the Subsidiaries in favour of the Security Agent, to which the Company accedes to the terms of the Debenture

**"Deed of Accession to the Intercreditor Agreement"** means the deed of accession to the Intercreditor Agreement to be entered into by the Company and the Subsidiaries to which the Company agrees to accede to the terms of the Intercreditor Agreement

**"Default"** means an Event of Default or any event or circumstance specified in clause 26 (*Events of Default*) of the Credit Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Agent,

**"Event of Default"** means any event or circumstance specified as such in clause 26 (*Events of Default*) of the Credit Agreement

**"Finance Document"** means the Credit Agreement, any Accession Letter, any Ancillary Document, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, the Whitewash Documents and any other document designated as a "Finance Document" by the Agent and the Parent (all definitions as defined in the Credit Agreement)

**"Finance Party"** means the Agent, the Arrangers, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender (each as defined in the Credit Agreement)

**"Financial Indebtedness"** is as defined in the Credit Agreement

**"Group"** means the Parent, the Target and each of their respective Subsidiaries for the time being but excluding the PFI Companies and their Subsidiaries (as defined in the Credit Agreement) from time to time

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to all of Facility A in accordance with the Hedging Letter delivered to the Agent under clause 4.1 (*initial conditions precedent*) (each term as defined in the Credit Agreement)

**"Insurances"** means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Charging Company, or in which a Charging Company from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 6 of schedule 2 (*Details of Security Assets*)) of the Debenture

**"Intellectual Property"** means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each member of the Group

**"Intercreditor Agreement"** means the intercreditor agreement dated 5 September 2007 and made between inter alia, the Parent, the Security Agent, the Agent, the Mandated Lead Arrangers and the Investor Loan Note Holders, the Investor (each such term as defined therein)

**"Mandated Lead Arrangers"** means Barclays Capital and The Royal Bank of Scotland Plc

**"Material Contract"** means any contract or agreement made by any member of the Group with a third party which contributes 10% or more of the turnover of the Group or Consolidated EBITDA

**"Non-Obligor"** means a member of the Group which is not an Obligor

**"Obligor"** means a Borrower or a Guarantor (as defined in the Credit Agreement)

**"Original Borrower"** is as defined in the Credit Agreement

**"Parent"** means Reliance Corporation Limited, a company incorporated under the laws of England and Wales with registered number 1473721

**"Permitted Disposal"** is as defined in the Credit Agreement

**"Permitted Security"** is as defined in the Credit Agreement

**"Permitted Transaction"** means

- (a) any Disposal required by the terms of the Finance Documents,
- (b) any Financial Indebtedness arising under the Finance Documents,
- (c) any guarantee or indemnity entered into in favour of any Finance Party under the Finance Documents,
- (d) any Security or Quasi-Security granted in favour of any Finance Party under the Finance Documents,
- (e) any loan arising under the Finance Documents, or

- (f) the solvent liquidation or reorganisation of any Non-Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group

**"Quasi-Security"** has the meaning given to that term in clause 25 14 (*Negative Pledge*) of the Credit Agreement

**"Real Property"** means

- (a) any freehold, leasehold or immovable property, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property

**"Receivables"** means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing

**"Related Rights"** means, in relation to any Charged Security

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

**"Relevant Contract"** means

- (a) each Hedging Agreement (as defined in the Credit Agreement), and
- (b) part 5 of schedule 2 (*Details of Security Assets*) of the Debenture or specified in any Accession Deed as a *"Material Contract"*

together with each other agreement supplementing or amending or novating or replacing the same

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each present or future member of the Group to the Security Agent (as defined in the Debenture) and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Debenture), provided that no obligation or liability shall be included in the definition of **"Secured Obligations"** to the extent that, if it were so included, the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985

**"Secured Parties"** has the meaning given to that term in the Intercreditor Agreement

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**"Security Agent"** means the The Royal Bank of Scotland Plc

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture

**"Security Trustee"** means The Royal Bank of Scotland Plc

**"Subsidiaries"** means each of Reliance Integrated Services Limited, Reliance Security Services Limited, Reliance Secure Task Management Limited, Project Security Limited and Reliance Property Holdings Limited

**"Target"** means Reliance Security Group Limited, a company incorporated under the laws of England and Wales with registered number 1473721

**"Transaction Security"** means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents

**"Transaction Security Documents"** means each of the documents specified in

- (a) paragraph 3(e) of part 1 of schedule 2 (*Conditions precedent*) of the Credit Agreement,
- (b) paragraph 2 of part 4 of schedule 2 (*Conditions precedent*) of the Credit Agreement,
- (c) paragraph 13 of part 5 of schedule 2 (*Conditions precedent*) of the Credit Agreement,
- (d) clause 25 40 (*Security from the Target Group*) of the Credit Agreement, and
- (e) clause 28 6 of the Credit Agreement,

together with any other document entered into by any Obligor creating or expressed to create any Security in favour of any Finance Party in relation to the obligations of any Obligor under any Finance Document

**"Unconditional Date"** means the date on which the Offer is declared or becomes unconditional in all respects (unless Scheme Conversion has occurred, in which case it means the Scheme Effective Date, unless the context requires otherwise) (each term as defined in the Credit Agreement)

CHFP041

## COMPANIES FORM No. 155(6)(a)

Declaration in relation to  
assistance for the acquisition  
of shares**155(6)a**Please do not  
write in  
this margin

Pursuant to section 155(6) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

1473721

## Note

Please read the  
notes on page 3  
before completing  
this form\*Insert full name  
of company

Name of company

\* Reliance Security Group Limited (the "Company")

We ~~or~~ Please see Annexure AInsert name(s) and  
address(es) of all  
the directorsDelete as  
appropriate

~~the sole director~~ [all the directors]† of the above company do solemnly and sincerely declare that  
The business of the company is

Delete whichever  
is inappropriate

~~(a) that of a recognised bank licensed as such under the meaning of the Banking Act 1979 §xx~~  
~~(b) that of a person authorised under section 3 or 4 of the Insurance Companies Act 1982 to carry on~~  
~~insurance business in the United Kingdom §x~~

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the  
[company] ~~[company's holding company] x~~

banned; 1

The assistance is for the purpose of [that acquisition] ~~[reducing or discharging liability incurred for the~~  
~~purpose of that acquisition] †~~

The number and class of the shares acquired or to be acquired is Please see Annexure B

Presenter's name address and  
reference (if any)

Osborne Clarke  
Apex Plaza  
Forbury Road  
Reading  
RG1 1AX  
VBS/0915982/3725649

For official Use (02/06)  
General Section

Post room

Please do not  
write in  
this margin

**Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering**

Please see Annexure C

† Delete as appropriate

Please see Annexure D

The date on which the assistance is to be given is Please see Annexure F



Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*Delete either (a) or  
(b) as appropriate

~~1/~~We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts (note 3)

- (a) ~~1/~~We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]\* (note 3)

~~It is intended to commence the winding up of the company within 12 months of that date and 1/We have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up] (note 3)~~

And ~~1/~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared by

*[Signature]*  
*[Signature]*

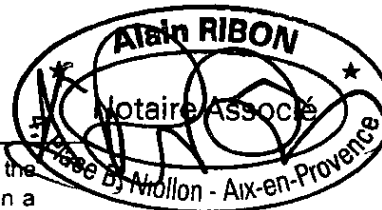
Declarants to sign below

*[Signature]*

on Day Month Year  
*29 10 2001*

before me

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths



## NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985
- 4 The auditor's report required by section 156(4) of the Companies Act 1985 must be annexed to this form

- 5 The address for companies registered in England and Wales or Wales is -

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

DX 33050 Cardiff

or, for companies registered in Scotland -

The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2



**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE A**

Mark Harrison of 5 Orchard Avenue, Harpenden, Hertfordshire AL5 2DW

Brain Kingham of 31 Carlyle Square, London SW3 6HA

Julian Nicholls of The Thatched Cottage, Smith End Lane Barley, Royston, Hertfordshire SG8 8LH

Nigel Stapleton of Ashley Walls, 76 Ashley Park Avenue, Walton-on-Thames, Surrey KT12 1EU

David Walter of KPMG, 8 Salisbury Square, London EC4Y 8BB

Roger Wood of Ryemead House, Lower Hampton Road, Sunbury on Thames, Middlesex TW16 5PR

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE B**

**Number and class of shares to be acquired**

21,512,855 ordinary shares of £0.05 each in the capital of the Company

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE C**

**Form of the assistance**

Terms defined in Annexure G to this statutory declaration shall have the same meaning in this Annexure C

The assistance will take the form of the execution, delivery and performance by the Company of the following agreed form documents

- A Deed of Accession to the Credit Agreement,
- B Deed of Accession to the Debenture,
- C Deed of Accession to the Intercreditor Agreement,
- D the Company Intra-Group Loan Agreement, and
- E the Comfort Letter

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE D**

Terms defined in Annexure G to this statutory declaration shall have the same meaning in this Annexure D

The principal terms on which the assistance will be given are

**A. The Credit Agreement**

- 1 Pursuant to the terms of the Credit Agreement, the Company will irrevocably and unconditionally jointly and severally
  - (a) guarantee to each Finance Party punctual performance by each Obligor of all that Borrower's obligations under the Finance Documents,
  - (b) undertake with each Finance Party that whenever an Obligor does not pay any amount when due under or in connection with any Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor, and
  - (c) indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover
- 2 Pursuant to the terms of the Credit Agreement, the Company will grant various other indemnities in favour of the Finance Parties in relation to the Finance Documents
- 3 Pursuant to the terms of the Credit Agreement, the Company will agree that it shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Agent may reasonably specify (and in such form as the Agent may reasonably require in favour of the Agent or its nominee(s))
  - (a) to perfect the Security created or intended to be created under or evidenced by the Transaction Security Documents (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law,

- (b) to confer on the Agent or confer on the Finance Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Transaction Security Documents, and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security

## **B. The Debenture**

It is a condition precedent to the Credit Agreement that the Company accedes to the Debenture to secure its obligations under the Finance Documents

Pursuant to the terms of the Debenture, the Company will covenant and agree as follows

### **1. Covenant to pay**

- (a) The Company, as principal obligor and not merely as surety, covenants in favour of the Security Agent that it will pay and discharge the Secured Obligations from time to time when they fall due
- (b) Every payment by the Company of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in above clause of the Debenture

### **2. Fixed charges**

The Company charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

- (a) by way of first legal mortgage
  - (i) the Real Property (if any) specified in part 1 of schedule 2 to the Debenture , and
  - (ii) all other Real Property (if any) at the date of the Debenture vested in, or charged to, the Company (not charged by clause 2(a)(i) above),
- (b) by way of first fixed charge
  - (i) all other Real Property and all interests in Real Property (not charged by clause 2(a) above),
  - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and
  - (iii) the proceeds of sale of all Real Property,

(c) by way of first fixed charge all plant and machinery (not charged by clause 2(a) or 2(b)above) and the benefit of all contracts, licences and warranties relating to the same,

(d) by way of first fixed charge

(i) all computers, vehicles, office equipment and other equipment (not charged by clause 2(c)above), and

(ii) the benefit of all contracts, licences and warranties relating to the same,

other than any which are for the time being part of any Charging Company's stock-in-trade or work-in-progress),

(e) by way of first fixed charge

(i) the Charged Securities referred to in part 2 of schedule 2 of the Debenture, and

(ii) all other Charged Securities (not charged by clause 2(e)above),

in each case, together with all (A) Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Charging Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,

(f) by way of first fixed charge

(i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts,

(ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts, and

(iii) all accounts of such Charging Company with any bank, financial institution or other person at any time (not charged by clauses 2(f)(i) above or 2(f)(ii) above) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,

(g) by way of first fixed charge

(i) the Intellectual Property (if any) specified in part 4 of schedule 2 of the Debenture, and

(ii) all other Intellectual Property (if any) (not charged by clause 2(g)(i)),

(h) to the extent that any Assigned Asset is not effectively assigned under clause 3 below, by way of first fixed charge such Assigned Asset,



- (i) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed)
  - (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Company or the use of any of its assets, and
  - (ii) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it, and
- (j) by way of first fixed charge all of the goodwill and uncalled capital of such the Company

### **3. Security Assignment**

The Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom,
- (b) each of the following
  - (i) all Insurances specified in part 6 of schedule 2 of the Debenture, and
  - (ii) all other Insurances (not assigned by clause 3(b)(i)),
- (c) and all claims under the Insurances and all proceeds of the Insurances, and
- (d) all other Receivables (not assigned under clauses 3(a) or 3(b))

To the extent that any Assigned Asset described in clause 3(b) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Charging Company to any proceeds of such Insurances

### **4. Notice of assignment and/or charge - immediate notice**

Immediately upon execution of the Debenture (and immediately upon the obtaining of any Insurance or the execution of any Hedging Agreement after the date of the Debenture) the Company shall

- (a) in respect of each of its Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 5 of the Debenture,
- (b) in respect of each Hedging Agreement (to the extent that the Company is a party to the relevant document), deliver a duly completed notice of assignment to each other party to that document, and procure that each such party executes and delivers to the

Security Agent an acknowledgement, in each case in the respective forms set out in schedule 4 of the Debenture, and

- (c) in respect of the Charged Accounts deliver a duly completed notice to the Account Bank and procure that the Account Bank executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 3 of the Debenture,

or, in each case, in such other form as the Security Agent shall agree

**5. Notice of assignment - Material Contracts**

Immediately upon request by the Security Agent at any time after a Default, the Company will, in respect of each Material Contract to which it is a party, deliver a duly completed notice of assignment to each other party to that Material Contract, and use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 4 of the Debenture (or in such other form as the Security Agent shall agree)

**6. Floating Charge**

The Company charges and agrees to charge by way of first floating charge all of its present and future

- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 2 (*Fixed Charge*), clause 3 above (*Security assignments*) or any other provision of the Debenture, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

**7. Automatic Conversion**

The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

- (a) in relation to any Security Asset which is subject to a floating charge if
  - (i) the Company creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent, or
  - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and
- (b) over all Security Assets of the Company which are subject to a floating charge if an administrator is appointed in respect of the Company or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)

**8. Negative Pledge and Disposals**

No Charging Company shall do or agree to do any of the following without the prior written consent of the Security Agent

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset except a Permitted Security, or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction)

**9. Further Assurances**

The Company shall (and the Parent shall procure that the Company shall) at its own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for

- (a) creating, perfecting or protecting the Security intended to be created by the Debenture or any other Transaction Security Document,
- (b) facilitating the realisation of any Security Asset,
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or
- (d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Debenture or any other Transaction Security Document

This includes

- (i) the re-execution of the Debenture or such Transaction Security Document,
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee, and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient

**10. Finance Documents**

The Company shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Finance Documents

**11. Specific Security**

Without prejudice to the generality of clause 9 above, the Company will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Debenture (including any fixed security arising or intended to arise pursuant to clause 6 of the Debenture)

**C. The Intercreditor Agreement**

Pursuant to the terms of the Intercreditor Agreement, the Company will, *inter alia*, acknowledge and agree to the priority arrangements in favour of, and the rights and obligations of, the Finance Parties as more particularly set out therein

**D. The Company Intra-Group Loan Agreement**

Pursuant to the terms of the Company Intra-Group Loan Agreement, the Company (amongst others) will grant to Reliance Corporation Limited, Reliance Enablement Limited and Reliance Executive Limited, loan facilities of up to £100,000,000 (and/or such other amount as may be agreed from time to time between the parties to the Company Intra-Group Loan Agreement) upon the terms and conditions contained in the Company Intra-Group Loan Agreement

**E. Comfort Letter**

Pursuant to the terms of the Comfort Letter, Reliance Corporation Limited, Reliance Enablement Limited and Reliance Establishment Limited confirm that they will (so far as able, under the terms of the Credit Agreement) provide sufficient funds to enable the Company and the Subsidiaries to pay its debts as they fall due during the year immediately following the date on which financial assistance is given

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE E**

Nil at the date of this statutory declaration, but up to £100,000,000 (being the maximum amount available under the Company Intra-Group Loan Agreement) and/or such other amount as may be agreed from time to time between the parties to the Company Intra-Group Loan Agreement

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE F**

The assistance is to be given on any date within eight weeks of the date of this statutory declaration

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)a**

**ANNEXURE G**

The following words shall have the following meanings in this statutory declaration

**"Account Bank"** is as defined in the Credit Agreement

**"Additional Borrower"** is as defined in the Credit Agreement

**"Agent"** means The Royal Bank of Scotland Plc

**"Ancillary Facility"** means any ancillary facility made available by an Ancillary Lender in accordance with clause 7 of the Credit Agreement (*Ancillary Facilities*)

**"Ancillary Lender"** means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 7 of the Credit Agreement (*Ancillary Facilities*)

**"Assigned Assets"** means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*) of the Credit Agreement

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 28 (*changes to Obligors*) of the Credit Agreement

**"Cash Collateral Accounts"** means the accounts (if any) specified as such in part 3 of schedule 2 (*Details of Security Assets*) of the Debenture

**"Charged Accounts"** means each

- (a) Collection Account,
- (b) Cash Collateral Account, and
- (c) other account charged by or pursuant to the Debenture,

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities

**"Charged Securities"** means

- (a) the securities specified in part 2 of schedule 2 (*Details of Security Assets*) of the Debenture, and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by a Charging Company or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Charging Company has an interest at any time

**"Charging Companies"** means

- (a) the Original Charging Companies (as defined in the Debenture), and

(b) any other company which accedes to the Debenture pursuant to an accession deed  
"Collection Account" has the meaning given to that term in clause 11.8(a)(iii) of the Debenture

"Comfort Letter" means the letter from Reliance Corporation Limited, Reliance Enablement Limited and Reliance Executive Limited to the Company and the Subsidiaries confirming that it will (so far as able, under the terms of the Credit Agreement) provide sufficient funds to enable the Company and the Subsidiaries to pay its debts as they fall due during the year immediately following the date on which the financial assistance is given

"Company Intra-Group Loan Agreement" means the loan agreement in the agreed form between the Company and certain other members of the Group pursuant to which those members of the Group have or will make available a facility to the Company up to a maximum aggregate principal amount equal to the aggregate principal amount of (plus interest on) the Facilities and the Investor Loan Notes (each as defined in the Credit Agreement)

"Consolidated EBITDA" has the meaning given to that term in clause 24.1 (*Financial Definitions*) in the Credit Agreement

"Credit Agreement" means a £80,000,000 sterling term and revolving facilities agreement dated 31 July 2007, made between, inter alia, (1) the Parent, (2) the Original Borrowers as set out in Part 1 of Schedule 1 therein, (4) the Original Guarantors as set out in Part 1 of Schedule 1 therein, (5) Barclays Capital and The Royal Bank of Scotland Plc (as Mandated Lead Arrangers) and (6) the financial institutions listed in Part 2 of Schedule 1 therein (as Original Lenders) (each such term as defined therein)) from time to time

"Debenture" means a debenture dated 31 July 2007 entered into by the Parent and Reliance Executive Limited in favour of the Security Trustee

"Deed of Accession to the Credit Agreement" means a deed of accession to the Credit Agreement to be entered into by the Company and each of its Subsidiaries pursuant to which the Company agrees to become an Additional Guarantor (as such term is defined in the Credit Agreement) and to be bound by the terms of the Credit Agreement as an Additional Guarantor

"Deed of Accession to the Debenture" means a deed of accession to the Debenture to be entered into by (1) the Company and (2) the Subsidiaries in favour of the Security Agent, to which the Company accedes to the terms of the Debenture

"Deed of Accession to the Intercreditor Agreement" means the deed of accession to the Intercreditor Agreement to be entered into by the Company and the Subsidiaries to which the Company agrees to accede to the terms of the Intercreditor Agreement

"Default" means an Event of Default or any event or circumstance specified in clause 26 (*Events of Default*) of the Credit Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent,

"Event of Default" means any event or circumstance specified as such in clause 26 (*Events of Default*) of the Credit Agreement

"Finance Document" means the Credit Agreement, any Accession Letter, any Ancillary Document, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, the Whitewash Documents and any other document designated as a "Finance Document" by the Agent and the Parent (all definitions as defined in the Credit Agreement)



**"Finance Party"** means the Agent, the Arrangers, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender (each as defined in the Credit Agreement)

**"Financial Indebtedness"** is as defined in the Credit Agreement

**"Group"** means the Parent, the Target and each of their respective Subsidiaries for the time being but excluding the PFI Companies and their Subsidiaries (as defined in the Credit Agreement) from time to time

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to all of Facility A in accordance with the Hedging Letter delivered to the Agent under clause 4.1 (*initial conditions precedent*) (each term as defined in the Credit Agreement)

**"Insurances"** means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Charging Company, or in which a Charging Company from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 6 of schedule 2 (*Details of Security Assets*)) of the Debenture

**"Intellectual Property"** means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each member of the Group

**"Intercreditor Agreement"** means the intercreditor agreement dated 5 September 2007 and made between inter alia, the Parent, the Security Agent, the Agent, the Mandated Lead Arrangers and the Investor Loan Note Holders, the Investor (each such term as defined therein)

**"Mandated Lead Arrangers"** means Barclays Capital and The Royal Bank of Scotland Plc

**"Material Contract"** means any contract or agreement made by any member of the Group with a third party which contributes 10% or more of the turnover of the Group or Consolidated EBITDA

**"Non-Obligor"** means a member of the Group which is not an Obligor

**"Obligor"** means a Borrower or a Guarantor (as defined in the Credit Agreement)

**"Original Borrower"** is as defined in the Credit Agreement

**"Parent"** means Reliance Corporation Limited, a company incorporated under the laws of England and Wales with registered number 1473721

**"Permitted Disposal"** is as defined in the Credit Agreement

**"Permitted Security"** is as defined in the Credit Agreement

**"Permitted Transaction"** means

- (a) any Disposal required by the terms of the Finance Documents,
- (b) any Financial Indebtedness arising under the Finance Documents,
- (c) any guarantee or indemnity entered into in favour of any Finance Party under the Finance Documents,
- (d) any Security or Quasi-Security granted in favour of any Finance Party under the Finance Documents,
- (e) any loan arising under the Finance Documents, or

- (f) the solvent liquidation or reorganisation of any Non-Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group

**"Quasi-Security"** has the meaning given to that term in clause 25 14 (*Negative Pledge*) of the Credit Agreement

**"Real Property"** means

- (a) any freehold, leasehold or immovable property, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property

**"Receivables"** means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing

**"Related Rights"** means, in relation to any Charged Security

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

**"Relevant Contract"** means

- (a) each Hedging Agreement (as defined in the Credit Agreement), and
- (b) part 5 of schedule 2 (*Details of Security Assets*) of the Debenture or specified in any Accession Deed as a "*Material Contract*"

together with each other agreement supplementing or amending or novating or replacing the same

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each present or future member of the Group to the Security Agent (as defined in the Debenture) and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Debenture), provided that no obligation or liability shall be included in the definition of "**Secured Obligations**" to the extent that, if it were so included, the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985

**"Secured Parties"** has the meaning given to that term in the Intercreditor Agreement

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**"Security Agent"** means the The Royal Bank of Scotland Plc

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture

**"Security Trustee"** means The Royal Bank of Scotland Plc

**"Subsidiaries"** means each of Reliance Integrated Services Limited, Reliance Security Services Limited, Reliance Secure Task Management Limited, Project Security Limited and Reliance Property Holdings Limited

**"Target"** means Reliance Security Group Limited, a company incorporated under the laws of England and Wales with registered number 1473721

**"Transaction Security"** means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents

**"Transaction Security Documents"** means each of the documents specified in

- (a) paragraph 3(e) of part 1 of schedule 2 (*Conditions precedent*) of the Credit Agreement,
- (b) paragraph 2 of part 4 of schedule 2 (*Conditions precedent*) of the Credit Agreement,
- (c) paragraph 13 of part 5 of schedule 2 (*Conditions precedent*) of the Credit Agreement,
- (d) clause 25 40 (*Security from the Target Group*) of the Credit Agreement, and
- (e) clause 28 6 of the Credit Agreement,

together with any other document entered into by any Obligor creating or expressed to create any Security in favour of any Finance Party in relation to the obligations of any Obligor under any Finance Document

**"Unconditional Date"** means the date on which the Offer is declared or becomes unconditional in all respects (unless Scheme Conversion has occurred, in which case it means the Scheme Effective Date, unless the context requires otherwise) (each term as defined in the Credit Agreement)

CHFP041

## COMPANIES FORM No. 155(6)(a)

**155(6)a****Declaration in relation to  
assistance for the acquisition  
of shares**Please do not  
write in  
this margin

Pursuant to section 155(6) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block letteringTo the Registrar of Companies  
(Address overleaf - Note 5)

For official use

Company number

1473721

**Note**Please read the  
notes on page 3  
before completing  
this form\*Insert full name  
of company

Name of company

\* Reliance Security Group Limited (the "Company")

We ☒ Please see Annexure A☒ Insert name(s) and  
address(es) of all  
the directors† Delete as  
appropriate~~The sole director~~ [all the directors] † of the above company do solemnly and sincerely declare that  
The business of the company is§ Delete whichever  
is inappropriate~~(a) that of a recognised bank or institution within the meaning of the Banking Act 1979~~  
~~(b) that of a person authorised under section 30C of the Insurance Companies Act 1982 to carry on  
insurance business in the United Kingdom~~

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the  
[company] ~~[company's holding company]~~

dated: †

The assistance is for the purpose of [that acquisition] ~~[reducing or discharging liability incurred for the  
purpose of that acquisition]~~ †The number and class of the shares acquired or to be acquired is Please see Annexure BPresenter's name address and  
reference (if any)Osborne Clarke  
Apex Plaza  
Forbury Road  
Reading  
RG1 1AX  
VBS/0915982/3725649For official Use (02/06)  
General Section

Post room

2 Temple Back East, Bristol BS1 6EG

**Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering**

The assistance will take the form of

**Please see Annexure C**

The person who ~~has acquired~~ will acquire† the shares is  
Reliance Executive Limited (company number 6302567)

† Delete as appropriate

**The principal terms on which the assistance will be given are**

Please see Annexure D

The amount of cash to be transferred to the person assisted is £ \_\_\_\_\_ Please see Annexure E

The value of any asset to be transferred to the person assisted is £ \_\_\_\_\_ ml

The date on which the assistance is to be given is Please see Annexure F

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*Delete either (a) or  
(b) as appropriate

~~X~~/We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts (note 3)

- (a) ~~X~~/We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]\* (note 3)
- (b) ~~X~~

~~X~~ ~~I have formed the opinion that the company will be able to pay its debts as they fall due at the commencement of the winding up of the company within 12 months of that date and~~  
~~I have formed the opinion that the company will be able to pay its debts as they fall due at the commencement of the winding up of the company within 12 months of the commencement of the winding up of the company (note 3)~~

And ~~X~~/we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at Melrose Hotel  
NANFURC ROAD EAST  
STANLEIGH, CARDIFF

Declarants to sign below



on 

|     |       |      |
|-----|-------|------|
| Day | Month | Year |
| 23  | 10    | 2017 |

before me Ke Tan (Signature) An Suiyi (Signature)

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths

## NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985
- 4 The auditor's report required by section 156(4) of the Companies Act 1985 must be annexed to this form

- 5 The address for companies registered in England and Wales or Wales is -

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

DX 33050 Cardiff

or, for companies registered in Scotland -

The Registrar of Companies  
37 Castle Terrace  
Edinburgh  
EH1 2EB

DX 235 Edinburgh

or LP-4 Edinburgh 2



**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)b**

**ANNEXURE A**

Mark Harrison of 5 Orchard Avenue, Harpenden, Hertfordshire AL5 2DW

Brian Kingham of 31 Carlyle Square, London SW3 6HA

Julian Nicholls of The Thatched Cottage, Smith End Lane Barley, Royston, Hertfordshire SG8 8LH

Nigel Stapleton of Ashley Walls, 76 Ashley Park Avenue, Walton-on-Thames, Surrey KT12 1EU

David Walter of KPMG, 8 Salisbury Square, London EC4Y 8BB

Roger Wood of Ryemead House, Lower Hampton Road, Sunbury on Thames, Middlesex TW16 5PR



**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)b**

**ANNEXURE B**

**Number and class of shares to be acquired**

21,512,855 ordinary shares of £0.05 each in the capital of the Company

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)b**

**ANNEXURE C**

**Form of the assistance**

Terms defined in Annexure G to this statutory declaration shall have the same meaning in this Annexure C

The assistance will take the form of the execution, delivery and performance by the Company of the following agreed form documents

- A Deed of Accession to the Credit Agreement,
- B Deed of Accession to the Debenture,
- C Deed of Accession to the Intercreditor Agreement,
- D the Company Intra-Group Loan Agreement, and
- E the Comfort Letter

**RELIANCE SECURITY GROUP LIMITED**  
**Registered number: 01473721**  
**FORM 155(6)b**

**ANNEXURE D**

Terms defined in Annexure G to this statutory declaration shall have the same meaning in this Annexure D

The principal terms on which the assistance will be given are

**A. The Credit Agreement**

- 1 Pursuant to the terms of the Credit Agreement, the Company will irrevocably and unconditionally jointly and severally
  - (a) guarantee to each Finance Party punctual performance by each Obligor of all that Borrower's obligations under the Finance Documents,
  - (b) undertake with each Finance Party that whenever an Obligor does not pay any amount when due under or in connection with any Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor, and
  - (c) indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover
- 2 Pursuant to the terms of the Credit Agreement, the Company will grant various other indemnities in favour of the Finance Parties in relation to the Finance Documents
- 3 Pursuant to the terms of the Credit Agreement, the Company will agree that it shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Agent may reasonably specify (and in such form as the Agent may reasonably require in favour of the Agent or its nominee(s))
  - (a) to perfect the Security created or intended to be created under or evidenced by the Transaction Security Documents (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law,

- (b) to confer on the Agent or confer on the Finance Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Transaction Security Documents, and/or
- (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security

## **B. The Debenture**

It is a condition precedent to the Credit Agreement that the Company accedes to the Debenture to secure its obligations under the Finance Documents

Pursuant to the terms of the Debenture, the Company will covenant and agree as follows

### **1 Covenant to pay**

- (a) The Company, as principal obligor and not merely as surety, covenants in favour of the Security Agent that it will pay and discharge the Secured Obligations from time to time when they fall due
- (b) Every payment by the Company of a Secured Obligation which is made to or for the benefit of a Secured Party to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Secured Party, shall operate in satisfaction to the same extent of the covenant contained in above clause of the Debenture

### **2 Fixed charges**

The Company charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

- (a) by way of first legal mortgage
  - (i) the Real Property (if any) specified in part 1 of schedule 2 to the Debenture , and
  - (ii) all other Real Property (if any) at the date of the Debenture vested in, or charged to, the Company (not charged by clause 2(a)(i) above),
- (b) by way of first fixed charge
  - (i) all other Real Property and all interests in Real Property (not charged by clause 2(a) above),
  - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and

- (iii) the proceeds of sale of all Real Property,
- (c) by way of first fixed charge all plant and machinery (not charged by clause 2(a) or 2(b)above) and the benefit of all contracts, licences and warranties relating to the same,
- (d) by way of first fixed charge
  - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 2(c)above), and
  - (ii) the benefit of all contracts, licences and warranties relating to the same,

other than any which are for the time being part of any Charging Company's stock-in-trade or work-in-progress),
- (e) by way of first fixed charge
  - (i) the Charged Securities referred to in part 2 of schedule 2 of the Debenture, and
  - (ii) all other Charged Securities (not charged by clause 2(e)above),

in each case, together with all (A) Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Charging Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;
- (f) by way of first fixed charge
  - (i) the Cash Collateral Accounts and all monies at any time standing to the credit of the Cash Collateral Accounts,
  - (ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts, and
  - (iii) all accounts of such Charging Company with any bank, financial institution or other person at any time (not charged by clauses 7 2(f)(i) above or 2(f)(ii) above) and all monies at any time standing to the credit of such accounts,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,
- (g) by way of first fixed charge
  - (i) the Intellectual Property (if any) specified in part 4 of schedule 2 of the Debenture, and
  - (ii) all other Intellectual Property (if any) (not charged by clause 2(g)(i)),
- (h) to the extent that any Assigned Asset is not effectively assigned under clause 3 below,

by way of first fixed charge such Assigned Asset,

- (i) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed)
  - (i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of the Company or the use of any of its assets, and
  - (ii) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it, and
- (j) by way of first fixed charge all of the goodwill and uncalled capital of such the Company

### **3. Security Assignment**

The Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom,
- (b) each of the following
  - (i) all Insurances specified in part 6 of schedule 2 of the Debenture, and
  - (ii) all other Insurances (not assigned by clause 3(b)(i)),
- (c) and all claims under the Insurances and all proceeds of the Insurances, and
- (d) all other Receivables (not assigned under clauses 3(a) or 3(b))

To the extent that any Assigned Asset described in clause 3(b) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Charging Company to any proceeds of such Insurances

### **4. Notice of assignment and/or charge - immediate notice**

Immediately upon execution of the Debenture (and immediately upon the obtaining of any Insurance or the execution of any Hedging Agreement after the date of the Debenture) the Company shall

- (a) in respect of each of its Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 5 of the Debenture,
- (b) in respect of each Hedging Agreement (to the extent that the Company is a party to the relevant document), deliver a duly completed notice of assignment to each other

party to that document, and procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 4 of the Debenture, and

- (c) in respect of the Charged Accounts deliver a duly completed notice to the Account Bank and procure that the Account Bank executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 3 of the Debenture,

or, in each case, in such other form as the Security Agent shall agree

## **5. Notice of assignment - Material Contracts**

Immediately upon request by the Security Agent at any time after a Default, the Company will, in respect of each Material Contract to which it is a party, deliver a duly completed notice of assignment to each other party to that Material Contract, and use its reasonable endeavours to procure that each such party executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 4 of the Debenture (or in such other form as the Security Agent shall agree)

## **6. Floating Charge**

The Company charges and agrees to charge by way of first floating charge all of its present and future

- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 2 (*Fixed Charge*), clause 3 above (*Security assignments*) or any other provision of the Debenture, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

## **7. Automatic Conversion**

The floating charge created under the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

- (a) in relation to any Security Asset which is subject to a floating charge if
  - (i) the Company creates (or attempts or purports to create) any Security (other than a Permitted Security) on or over the relevant Security Asset without the prior written consent of the Security Agent, or
  - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and
- (b) over all Security Assets of the Company which are subject to a floating charge if an administrator is appointed in respect of the Company or the Security Agent receives

notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)

#### **8. Negative Pledge and Disposals**

No Charging Company shall do or agree to do any of the following without the prior written consent of the Security Agent

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset except a Permitted Security, or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction)

#### **9. Further Assurances**

The Company shall (and the Parent shall procure that the Company shall) at its own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for

- (a) creating, perfecting or protecting the Security intended to be created by the Debenture or any other Transaction Security Document,
- (b) facilitating the realisation of any Security Asset,
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, any other Secured Party or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law, or
- (d) creating and perfecting Security in favour of the Security Agent or the Secured Parties over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Debenture or any other Transaction Security Document

This includes

- (i) the re-execution of the Debenture or such Transaction Security Document,
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its



nominee, and

- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient

#### **10. Finance Documents**

The Company shall (and the Parent shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Finance Documents

#### **11. Specific Security**

Without prejudice to the generality of clause 9 above, the Company will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Debenture (including any fixed security arising or intended to arise pursuant to clause 6 of the Debenture)

**C. The Intercreditor Agreement**

Pursuant to the terms of the Intercreditor Agreement, the Company will, *inter alia*, acknowledge and agree to the priority arrangements in favour of, and the rights and obligations of, the Finance Parties as more particularly set out therein

**D. The Company Intra-Group Loan Agreement**

Pursuant to the terms of the Company Intra-Group Loan Agreement, the Company (amongst others) will grant to Reliance Corporation Limited, Reliance Enablement Limited and Reliance Executive Limited, loan facilities of up to £100,000,000 (and/or such other amount as may be agreed from time to time between the parties to the Company Intra-Group Loan Agreement) upon the terms and conditions contained in the Company Intra-Group Loan Agreement

**E. Comfort Letter**

Pursuant to the terms of the Comfort Letter, Reliance Corporation Limited, Reliance Enablement Limited and Reliance Establishment Limited confirm that they will (so far as able, under the terms of the Credit Agreement) provide sufficient funds to enable the Company and the Subsidiaries to pay its debts as they fall due during the year immediately following the date on which financial assistance is given

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)b**

**ANNEXURE E**

Nil at the date of this statutory declaration, but up to £100,000,000 (being the maximum amount available under the Company Intra-Group Loan Agreement) and/or such other amount as may be agreed from time to time between the parties to the Company Intra-Group Loan Agreement

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)b**

**ANNEXURE F**

The assistance is to be given on any date within eight weeks of the date of this statutory declaration

**RELIANCE SECURITY GROUP LIMITED**

**Registered number: 01473721**

**FORM 155(6)b**

**ANNEXURE G**

The following words shall have the following meanings in this statutory declaration

**"Account Bank"** is as defined in the Credit Agreement

**"Additional Borrower"** is as defined in the Credit Agreement

**"Agent"** means The Royal Bank of Scotland Plc

**"Ancillary Facility"** means any ancillary facility made available by an Ancillary Lender in accordance with clause 7 of the Credit Agreement (*Ancillary Facilities*)

**"Ancillary Lender"** means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with clause 7 of the Credit Agreement (*Ancillary Facilities*)

**"Assigned Assets"** means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*) of the Credit Agreement

**"Authorisation"** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 28 (*changes to Obligors*) of the Credit Agreement

**"Cash Collateral Accounts"** means the accounts (if any) specified as such in part 3 of schedule 2 (*Details of Security Assets*) of the Debenture

**"Charged Accounts"** means each

- (a) Collection Account,
- (b) Cash Collateral Account, and
- (c) other account charged by or pursuant to the Debenture,

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities

**"Charged Securities"** means

- (a) the securities specified in part 2 of schedule 2 (*Details of Security Assets*) of the Debenture, and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by a Charging Company or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which such Charging Company has an interest at any time,

**"Charging Companies"** means

- (a) the Original Charging Companies (as defined in the Debenture), and
- (b) any other company which accedes to the Debenture pursuant to an accession deed

**"Collection Account"** has the meaning given to that term in clause 11.8(a)(iii) of the Debenture

**"Comfort Letter"** means the letter from Reliance Corporation Limited, Reliance Enablement Limited and Reliance Executive Limited to the Company and the Subsidiaries confirming that it will (so far as able, under the terms of the Credit Agreement) provide sufficient funds to enable the Company and the Subsidiaries to pay its debts as they fall due during the year immediately following the date on which the financial assistance is given

**"Company Intra-Group Loan Agreement"** means the loan agreement in the agreed form between the Company and certain other members of the Group pursuant to which those members of the Group have or will make available a facility to the Company up to a maximum aggregate principal amount equal to the aggregate principal amount of (plus interest on) the Facilities and the Investor Loan Notes (each as defined in the Credit Agreement)

**"Consolidated EBITDA"** has the meaning given to that term in clause 24.1 (*Financial Definitions*) in the Credit Agreement

**"Credit Agreement"** means a £80,000,000 sterling term and revolving facilities agreement dated 31 July 2007 made between, inter alia, (1) the Parent, (2) the Original Borrowers as set out in Part 1 of Schedule 1 therein, (4) the Original Guarantors as set out in Part 1 of Schedule 1 therein, (5) Barclays Capital and The Royal Bank of Scotland Plc (as Mandated Lead Arrangers) and (6) the financial institutions listed in Part 2 of Schedule 1 therein (as Original Lenders) (each such term as defined therein) from time to time

**"Debenture"** means a debenture dated 31 July 2007 entered into by the Parent and Reliance Executive Limited in favour of the Security Trustee

**"Deed of Accession to the Credit Agreement"** means a deed of accession to the Credit Agreement to be entered into by the Company and each of its Subsidiaries pursuant to which the Company agrees to become an Additional Guarantor (as such term is defined in the Credit Agreement) and to be bound by the terms of the Credit Agreement as an Additional Guarantor

**"Deed of Accession to the Debenture"** means a deed of accession to the Debenture to be entered into by (1) the Company and (2) the Subsidiaries in favour of the Security Agent, to which the Company accedes to the terms of the Debenture

**"Deed of Accession to the Intercreditor Agreement"** means the deed of accession to the Intercreditor Agreement to be entered into by the Company and the Subsidiaries to which the Company agrees to accede to the terms of the Intercreditor Agreement

**"Default"** means an Event of Default or any event or circumstance specified in clause 26 (*Events of Default*) of the Credit Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Agent

**"Event of Default"** means any event or circumstance specified as such in clause 26 (*Events of Default*) of the Credit Agreement

**"Finance Document"** means the Credit Agreement, any Accession Letter, any Ancillary Document, the Company Intra-Group Loan Agreement, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, the Whitewash Documents and any other document designated as a "Finance Document" by the Agent and the Parent (all definitions as defined in the Credit Agreement)

**"Finance Party"** means the Agent, the Arrangers, the Security Agent, a Lender, a Hedge Counterparty or any Ancillary Lender (each as defined in the Credit Agreement)

**"Financial Indebtedness"** is as defined in the Credit Agreement

**"Group"** means the Parent, the Target and each of their respective Subsidiaries for the time being but excluding the PFI Companies and their Subsidiaries (as defined in the Credit Agreement) from time to time

**"Hedging Agreement"** means any master agreement, confirmation, schedule or other agreement in the agreed form entered into or to be entered into by the Company and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to all of Facility A in accordance with the Hedging Letter delivered to the Agent under clause 4.1 (*initial conditions precedent*) (each term as defined in the Credit Agreement)

**"Insurances"** means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Charging Company, or in which a Charging Company from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 6 of schedule 2 (*Details of Security Assets*)) of the Debenture

**"Intellectual Property"** means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each member of the Group

**"Intercreditor Agreement"** means the intercreditor agreement dated 5 September 2007 and made between inter alia, the Parent, the Security Agent, the Agent, the Mandated Lead Arrangers and the Investor (each such term as defined therein)

**"Mandated Lead Arrangers"** means Barclays Capital and The Royal Bank of Scotland Plc

**"Material Contract"** means any contract or agreement made by any member of the Group with a third party which contributes 10% or more of the turnover of the Group or Consolidated EBITDA

**"Non-Obligor"** means a member of the Group which is not an Obligor

**"Obligor"** means a Borrower or a Guarantor (as defined in the Credit Agreement)

**"Original Borrower"** is as defined in the Credit Agreement

**"Parent"** means Reliance Corporation Limited, a company incorporated under the laws of England and Wales with registered number 1473721

**"Permitted Disposal"** is as defined in the Credit Agreement

**"Permitted Security"** is as defined in the Credit Agreement

**"Permitted Transaction"** means

- (a) any Disposal required by the terms of the Finance Documents,
- (b) any Financial Indebtedness arising under the Finance Documents,
- (c) any guarantee or indemnity entered into in favour of any Finance Party under the Finance Documents,
- (d) any Security or Quasi-Security granted in favour of any Finance Party under the Finance Documents,
- (e) any loan arising under the Finance Documents, or
- (f) the solvent liquidation or reorganisation of any Non-Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group

**"Quasi-Security"** has the meaning given to that term in clause 25.14 (*Negative Pledge*) of the Credit Agreement

**"Real Property"** means

- (a) any freehold, leasehold or immovable property, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property



**"Receivables"** means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing

**"Related Rights"** means, in relation to any Charged Security

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

**"Relevant Contract"** means

- (a) each Hedging Agreement (as defined in the Credit Agreement), and
- (b) part 5 of schedule 2 (*Details of Security Assets*) of the Debenture or specified in any Accession Deed as a "*Material Contract*",

together with each other agreement supplementing or amending or novating or replacing the same

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of each present or future member of the Group to the Security Agent (as defined in the Debenture) and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Debenture), provided that no obligation or liability shall be included in the definition of "**Secured Obligations**" to the extent that, if it were so included, the Debenture (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985

**"Secured Parties"** has the meaning given to that term in the Intercreditor Agreement

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**"Security Agent"** means The Royal bank of Scotland Plc

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture

**"Security Trustee"** means The Royal Bank of Scotland Plc

**"Subsidiaries"** means each of Reliance Integrated Services Limited, Reliance Security Services Limited, Reliance Secure Task Management Limited, Project Security Limited and Reliance Property Holdings Limited

**"Target"** means Reliance Security Group Limited, a company incorporated under the laws of England and Wales with registered number 1473721

**"Transaction Security"** means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents

**"Transaction Security Documents"** means each of the documents specified in

- (a) paragraph 3(e) of part 1 of schedule 2 (*Conditions precedent*) of the Credit Agreement,
- (b) paragraph 2 of part 4 of schedule 2 (*Conditions precedent*) of the Credit Agreement,
- (c) paragraph 13 of part 5 of schedule 2 (*Conditions precedent*) of the Credit Agreement,
- (d) clause 25 40 (*Security from the Target Group*) of the Credit Agreement, and
- (e) clause 28 6 of the Credit Agreement,

together with any other document entered into by any Obligor creating or expressed to create any Security in favour of any Finance Party in relation to the obligations of any Obligor under any Finance Document

**"Unconditional Date"** means the date on which the Offer is declared or becomes unconditional in all respects (unless Scheme Conversion has occurred, in which case it means the Scheme Effective Date, unless the context requires otherwise) (each term as defined in the Credit Agreement)

## **REPORT OF THE INDEPENDENT AUDITOR TO THE DIRECTORS OF RELIANCE SECURITY GROUP LIMITED ("THE COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We report on the attached statutory declaration of the directors dated 23 October 2007, prepared pursuant to the Companies Act, in connection with the proposal that the Company's subsidiary Reliance Secure Task Management Limited should give financial assistance in connection with the purchase of the Company's ordinary shares

This report is made solely to the directors of the Company for the purpose of section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors of the Company those matters that we are required to state to them in an auditors' report under that section and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company, for our work, for this report, or for the opinions that we have formed

### **Basis of opinion**

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration

### **Opinion**

We are not aware of anything to indicate that the opinion expressed by the directors in their statutory declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances

*Deloitte & Touche LLP*

Deloitte & Touche LLP  
Chartered Accountants and Registered Auditors  
23 October 2007