

CHFP025

Declaration in relation to assistance for the acquisition of shares

155(6)a

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

DX 33866 Finsbury Square
RK/66089/120386/17275396 1

The assistance is to be given to (note 2) INSITE FACILITY SERVICES LIMITED
COMPANY NUMBER (6417467) WHOSE REGISTERED ADDRESS IS BEAUFORT HOUSE, CRICKET FIELD
ROAD, UXBRIDGE, UB8 1QG (THE "PURCHASER")

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

SEE ANNEXURE C

The person who [has acquired] ~~100000000~~ † the shares is

† delete as
appropriate

THE PURCHASER

The principal terms on which the assistance will be given are

SEE ANNEXURE D

The amount of cash to be transferred to the person assisted is £ 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 WITHIN 8 WEEKS OF THE DATE HEREOF

* 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) ~~¶~~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)

[illegible]

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

Declarants to sign below

ATLANTIC HOUSE, THORN
TOBORN, LONDON

Day Month Year

on 09 01 2008

before me J. W. Q.

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

D N Walker.

A handwritten signature in black ink, appearing to be "J. J. ...". The signature is written over a horizontal line.

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 auditors 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

or, for companies registered in Scotland -

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

Schedules to the Financial Assistance Declaration

Form 155(6)a relating to:

Sitex Security Products Limited

(registered number 1593182)

(the "Company")

This is the document referred to as Annexure A in the attached Statutory Declaration

John Kenneth Jukes of 39 Westwater Way, Didcot, Oxfordshire OX11 7SR

David Walker of 14 Claremont Park, Finchley, London N3 1TH

Schedules to the Financial Assistance Declaration

Form 155(6)a relating to:

Sitex Security Products Limited

(registered number 1593182)

(the "Company")

This is the document referred to as Annexure B in the attached Statutory Declaration

1 B share of £1 00 in the issued share capital of Orbis Property Protection Limited

Schedules to the Financial Assistance Declaration

Form 155(6)a relating to:

Sitex Security Products Limited

(registered number 1593182)

(the "Company")

This is the document referred to as Annexure C in the attached Statutory Declaration

(All terms defined in this Annexure C will have the same meaning in each other Annexure to the attached Statutory Declaration unless otherwise stated)

1. THE ASSISTANCE WILL TAKE THE FORM OF THE EXECUTION, DELIVERY AND PERFORMANCE BY THE COMPANY OF ITS OBLIGATIONS UNDER:

- (a) an accession agreement to a facilities agreement (the "**Facilities Agreement**") dated on the date hereof and entered into between (1) Insite Service Management Limited (the "**Parent**"), (2) the Subsidiaries of the Parent listed in part 1 of schedule 1 (the "**Original Borrowers**"), (3) the Subsidiaries of the Parent listed in part 1 of schedule 1 (the "**Original Guarantors**"), (4) Bank of Scotland as Agent, Arranger and Security Agent, and (5) the Financial Institutions listed therein as lenders (the "**Original Lenders**") (the "**Facilities Accession Agreement**"),
- (b) a deed of accession to a debenture (the "**Debenture**") dated on the date hereof made between the companies listed as Chargors and Bank of Scotland as the Security Agent and supplemental charge (the "**Deed of Accession and Supplemental Charge**");
- (c) an intra-group loan agreement incorporating a letter of support dated on or about the date hereof made between (1) the Borrower and (2) the companies named therein as intra-group lenders (the "**Intra-Group Loan Agreement**"), and
- (d) a French law share pledge dated on or about the date hereof made between (1) the Company and (2) Bank of Scotland plc (the "**French Law Share Charge**"),

as each such document may be amended and restated, novated, supplemented or assigned from time to time, and shall include any amendment by way of increase to any facility or guarantee amount

Schedules to the Financial Assistance Declaration

Form 155(6)a relating to:

Sitex Security Products Limited

(registered number 1593182)

(the "Company")

This is the document referred to as Annexure D in the attached Statutory Declaration

The principal terms on which the financial assistance will be given are as follows

1. THE FACILITIES ACCESSION AGREEMENT

By executing the Facilities Accession Agreement the Company will accede to the Facilities Agreement pursuant to the terms of which the Company will give various guarantees to each Finance Party as follows

- (a) The Company irrevocably and unconditionally
 - (i) guarantees to each Finance Party punctual performance by the Borrower of all the Borrower's obligations under the Finance Documents,
 - (ii) undertakes with each Finance Party that whenever the Borrower does not pay any amount when due under or in connection with any Finance Document, the Company shall, on demand, pay that amount as if it was the principal obligor, and
 - (iii) agrees with each Finance Party that if, for any reason, any amount claimed by a Finance Party under clause 23 of the Facilities Agreement is not recoverable on the basis of a guarantee, it will be liable to indemnify that Finance Party against any cost, loss or liability it incurs as a result of the Borrower not paying any amount when due under or in connection with any Finance Document. The amount payable by the Company under the indemnity will not exceed the amount it would have had to pay under clause 23 of the Facilities Agreement if the amount claimed had been recoverable on the basis of a guarantee

Each capitalised term used in this paragraph 1 is as defined in the Facilities Agreement

2. THE DEED OF ACCESSION AND SUPPLEMENTAL CHARGE

By executing the Deed of Accession and Supplemental Charge the Company will accede to the Debenture, the main terms of which are set out below

- (a) Pursuant to the terms of the Debenture the Company
 - (i) as primary obligor and not merely as surety covenants with the Security Agent that it will, on the Security Agent's written demand, pay or discharge

the Secured Sums at the times and in the manner provided in the relevant Finance Documents,

- (ii) with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns absolutely to the Security Agent
 - (A) the benefit of all its Acquisition Agreement Claims,
 - (B) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies, and
 - (C) all its rights, title and interest from time to time in respect of any intra-group loans, and
- (iii) with full title guarantee, as security for the payment or discharge of all Secured Sums, charges to the Security Agent
 - (A) by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry or which will be subject to first registration at the Land Registry upon the execution and delivery of the Debenture, in each case as described in schedule 2 (*Registered Land to be Mortgaged*) of the Debenture,
 - (B) by way of legal mortgage, all other Land in England and Wales now vested in it and not registered at the Land Registry,
 - (C) by way of fixed charge
 - (1) all other Land which is now, or in the future becomes, its property,
 - (2) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to it,
 - (3) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of clause 3.2 of the Debenture,
 - (4) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
 - (5) all Specified Investments which are now its property, including all proceeds of sale derived from them,
 - (6) all Specified Investments in which the Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,
 - (7) all Derivative Rights of a capital nature now or in the future accruing or offered in respect of its Specified Investments,

- (8) all Derivative Rights of an income nature now or in the future accruing or offered at any time in respect of its Specified Investments,
- (9) where Specified Investments are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Investments,
- (10) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are now or in the future deposited by it with the Security Agent, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture,
- (11) all its goodwill and uncalled capital for the time being,
- (12) to the extent that it is capable of being charged, all Specified Intellectual Property belonging to it,
- (13) all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (14) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (15) the benefit of all agreements and licences now or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (16) all its rights now or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (17) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(xi) to (xvi) inclusive of clause 3.2 of the Debenture,
- (18) all trade debts now or in the future owing to it,
- (19) all debts owing to it as described in schedule 9 (Details of Debts Owing to a Chargor by another member of the Group which are subject to a fixed charge) of the Debenture,

- (20) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
 - (21) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under clause 3.1 (*Assignments*) of the Debenture,
 - (22) any beneficial interest, claim or entitlement it has to any pension fund now or in the future,
 - (23) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Debenture,
 - (24) all monies at any time standing to the credit of any Holding Account and/or Mandatory Prepayment Account, and
 - (25) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them, and
- (D) with full title guarantee, charges to the Security Agent as security for the payment or discharge of all Secured Sums, by way of floating charge
- (1) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of clause 3.1 (*Assignments*) of the Debenture or charged by any fixed charge contained in clause 3.2 (*Fixed security*) of the Debenture, including any Assets comprised within a charge which is reconverted under clause 4.4 (*Reconversion*) of the Debenture, and
 - (2) without exception, all its Assets in so far as they are for the time being situated in Scotland
- (b) Pursuant to clause 9 (*Further Assurance*) of the Debenture, the Company agrees to promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices, forms and instructions) as the Security Agent may reasonably specify and in such form as the Security Agent may reasonably require (in favour of the Security Agent or its nominee(s)) in order to
- (i) perfect, protect or (in relation to Receivables) enhance the Security created or intended to be created by the Debenture (which may include the execution of a mortgage, charge, assignment, transfer, notice, instruction or other Security over all or any of the Assets which are, or are intended to be, the subject of the Security constituted by the Debenture) or for the exercise of any rights,

powers and remedies of any Beneficiary provided by the Debenture or by law,

- (ii) confer on the Security Agent or confer on the Beneficiaries, Security over any Assets of the Company located in any jurisdiction outside England and Wales which is (to the extent permitted by local law) equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or
 - (iii) facilitate the realisation of the Assets subject to the Security conferred or intended to be conferred by the Debenture or the exercise of any rights vested in the Security Agent, any Receiver, Administrator or nominee, including executing any transfer, conveyance, charge, assignment or assurance of all or any of the Assets which are the subject of the Security constituted by the Debenture, making any registration and giving any notice, order or instructions
- (c) Pursuant to clause 9 (*Further Assurance*) of the Debenture, the Company agrees to take all such action as is reasonably 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 Beneficiaries by or pursuant to the Debenture. Without prejudice to the generality of clause 9 (*Further Assurance*) of the Debenture, at the request of the Security Agent the Company will promptly execute a legal mortgage, charge or assignment over any of the Assets subject to or intended to be subject to any fixed security created by the Debenture in favour of the Security Agent in such form as the Security Agent may reasonably require
- (d) Pursuant to clause 9 (*Further Assurance*) of the Debenture, without prejudice to the Company's obligations under any Finance Document, the Company irrevocably authorises the Security Agent to effect such registrations, renewals, payments and notifications or carry out such acts or things at the expense of the Company as shall, in the reasonable opinion of the Security Agent, be necessary or prudent to protect the Security Agent's interests in relation to the Intellectual Property Rights or to protect or maintain the Intellectual Property Rights or any of them. The Company shall give the Security Agent all such reasonable assistance as it may request

Each capitalised term used in this paragraph 2 is as defined in the Debenture

3. THE INTRA-GROUP LOAN AGREEMENT

By executing the Intra-Group Loan Agreement the Company and the other group companies party to it as Lenders commit to provide the Borrower with loan facilities in sufficient amounts to enable the Borrower to make payments due under the Facilities Agreement. Outstandings under the Intra-Group Loan Agreement will be repayable by the Final Repayment Date and will bear interest at the rate referred to therein

Each capitalised term used in this paragraph 3 is as defined in the Intra-Group Loan Agreement

4.

Pursuant to the French Law Share Charge, the Company

- (a) charges to Bank of Scotland plc all of its rights, title and interest in respect of the entire issued share capital of Orbis - Sitex Europe SAS, and
- (b) entered into a commitment to pay all sums and obligations in principal, interest, default interest, expenses, commissions, fees and ancillary costs of any nature, now or in the future owed or incurred by the Pledgor to the Pledgees under Finance Documents certainly or potentially, individually or jointly and severally with anyone, in principal or as a surety and whether the relevant Pledgee has been or not an original party to the operation up to the amount in principal of EUR _____ increased by interest, late interest, expenses, commissions and ancillary costs of any nature under the Finance Documents (each term as defined in the French Law Share Charge)

Schedules to the Financial Assistance Declaration

Form 155(6)a relating to:

Sitex Security Products Limited

(registered number 1593182)

(the "Company")

This is the document referred to as Annexure E in the attached Statutory Declaration

Nil, but the Company has entered into a commitment under the terms of the Intra-Group Loan Agreement to make loan facilities available to the Borrower (as defined in the Intra-Group Loan Agreement) of up to a maximum principal amount of £50,000,000

PricewaterhouseCoopers LLP
The Atrium
1 Harefield Road
Uxbridge UB8 1EX
Telephone +44 (0) 1895 522 000
Facsimile +44 (0) 1895 522 020

The Directors
Sitex Security Products Limited
Beaufort House
Cricket Field Road
Uxbridge
Middlesex
UB8 1QG

9 January 2008

Dear Sirs

Report of the Independent Auditor to the directors of Sitex Security Products Limited ("the Company") pursuant to Section 156(4) of the Companies Act 1985

We report on the attached statutory declaration of the directors dated 9 January 2008, prepared pursuant to the Companies Act 1985, in connection with the proposal that the Company should give financial assistance for the purpose of the reduction or discharge of liabilities incurred in connection with the purchase of the one B share of the Company's holding company Orbis Property Protection Limited. This report, including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

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.

Yours faithfully



PricewaterhouseCoopers LLP
Chartered Accountants and Registered Auditors