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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

18634/13

395

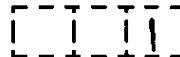
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



1878843

Name of company

* RELIANCE INTEGRATED SERVICES LIMITED (the "Company")

Date of creation of the charge

29 October 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

DEBENTURE ACCESSION DEED to a debenture dated 31 July 2007 (the "Deed")

Amount secured by the mortgage or charge

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 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 Obligations")

Names and addresses of the mortgagees or persons entitled to the charge

THE ROYAL BANK OF SCOTLAND PLC (as security trustee for the Secured Parties)(in such capacity, the "Security Agent") of Level 5, 135 Bishopsgate, London

Postcode EC2M 3UR

Presenter's name address and
reference (if any)

Denise Phillips
DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE

68860 120390 16446429

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

TUESDAY



A24

A5XLNUFT

06/11/2007

27

COMPANIES HOUSE

1. GRANT OF SECURITY

1.1 Nature of security

All Security and dispositions created or made by or pursuant to the Debenture are created or made

- (a) in favour of the Security Agent,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of the Secured Obligations

1.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

continued on Addendum 4/4

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed OLA Piper UK LLP

Date 2/11/2007

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

*† delete as
appropriate*

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**.

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Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

NOTE.

In this form:

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4 2 (*Security assignments*) of the Debenture,

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

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

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

"Charged Property" means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security,

"Charged Securities" means

- (a) the securities specified in part 2 of the schedule hereto (*Details of Security Assets*), 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 29 October 2007) as at 29 October 2007 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, 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,

"Debenture" means the debenture to which the Accession Deed is supplemental to which is dated 31 July 2007 and made between (1) the Charging Companies named in it and (2) the Security Agent,

"Debenture Security" means the Security created or evidenced by or pursuant to the Debenture or any Accession Deed (as defined in the Debenture),

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

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

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* RELIANCE INTEGRATED SERVICES LIMITED (the "Company")

Agreement,

"Finance Document" means the Senior Facilities 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 (each term as defined in the Senior Facilities 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 Senior Facilities Agreement),

"Group" means the Parent, Reliance Enablement Limited and the Company and each of their respective Subsidiaries for the time being but excluding the PFI Companies and their Subsidiaries from time to time (each as defined in the Senior Facilities 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 the schedule hereto (*Details of Security Assets*)),

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Charging Company in, or relating to

- (a) any patents, registered and unregistered trade marks and service marks, registered designs, utility models, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names, and
- (b) the benefit of all applications for, all rights to use, and any other rights of every kind deriving from or through the exploitation of, any of assets mentioned in paragraph (a) of this definition,

(including, without limitation, the intellectual property rights (if any) specified in part 4 of the schedule hereto (*Details of Security Assets*)),

"Intercreditor Agreement" means the intercreditor agreement dated on or before the Unconditional Date and made between the Parent, the other Obligors, the Security Agent, the Agent, the Mandated Lead Arrangers, the Lenders, the Ancillary Lenders, the Hedge Counterparties, the Investor Loan Note Holders, the Investor and certain others,

"Original Charging Companies" means Reliance Corporation Limited with CRN 6036746, Reliance Enablement Limited with CRN 6302549 and Reliance Executive Limited with CRN 6302567,

"Parent" means Reliance Corporation Limited with CRN 6036746,

"Permitted Disposal" means any sale, lease, licence, transfer or other disposal which is on arm's length terms

- (a) of trading stock or cash made by any member of the Group in the ordinary course of trading of the disposing entity,
- (b) of any asset by a member of the Group (the "Disposing Company") to another member of the Group (the "Acquiring Company"), but if
 - (i) the Disposing Company is an Obligor (as defined in the Senior Facilities Agreement), the Acquiring Company must also be an Obligor,
 - (ii) the Disposing Company had given Security over the asset, the Acquiring Company must give equivalent Security over that asset, and
 - (iii) the Disposing Company is a Guarantor (as defined in the Senior Facilities Agreement), the Acquiring Company

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* RELIANCE INTEGRATED SERVICES LIMITED (the "Company")

must be a Guarantor guaranteeing at all times an amount no less than that guaranteed by the Disposing Company,

- (c) provided no Event of Default is continuing, of assets (other than shares, businesses, material Intellectual Property or other assets the subject of a fixed charge under the Transaction Security) the proceeds of which are applied in exchange for other assets for use in the business of the Group within 180 days of receipt or such longer period as the Majority Lenders (as defined in the Senior Facilities Agreement) may agree,
- (d) of obsolete or redundant vehicles, plant and equipment for cash,
- (e) of Cash Equivalent Investments (as defined in the Senior Facilities Agreement) for cash or in exchange for other Cash Equivalent Investments or to fund a Permitted Acquisition (as defined in the Senior Facilities Agreement) or an Approved Joint Venture (as defined in the Senior Facilities Agreement),
- (f) constituted by a licence of intellectual property rights permitted by clause 25 27 (*Intellectual Property*) of the Senior Facilities Agreement,
- (g) arising as a result of any Permitted Security, and
- (h) provided no Event of Default is continuing, of assets (other than shares, businesses, material Intellectual Property or other assets the subject of a fixed charge under the Transaction Security) from an Obligor to a Non-Obligor (as defined in the Senior Facilities Agreement) for cash where the higher of the estimated net market value and the aggregate net consideration receivable (in each case after tax and reasonable costs and expenses of sale) for such disposals does not exceed £500,000 (or its equivalent) in any Financial Year (as defined in the Senior Facilities Agreement) of the Parent,
- (i) provided no Event of Default is continuing, of assets (other than shares, businesses, material Intellectual Property or other assets the subject of a fixed charge under the Transaction Security) to a third party for cash where the higher of the estimated net market value and the aggregate net consideration receivable (in each case after tax and reasonable costs and expenses of sale) for such disposals does not exceed £2,000,000 (or its equivalent) in any Financial Year of the Parent,

"Permitted Security" means

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group,
- (b) any netting or set-off arrangement entered into by any member of the Group with an Ancillary Lender (as defined in the Senior Facility Agreement) in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group,
- (c) any Security or Quasi-Security over or affecting any asset acquired by a member of the Group after the first Utilisation Date (as defined in the Senior Facility Agreement) if
 - (i) the Security or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group,
 - (ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group, and
 - (iii) the Security or Quasi-Security is removed or discharged within 90 days of the date of acquisition of such asset,
- (d) any Security or Quasi-Security over or affecting any asset of any company which becomes a member of the Group after the first Utilisation Date, where the Security or Quasi-Security is created before the date on which that company becomes a member of the Group if
 - (i) the Security or Quasi-Security was not created in contemplation of the acquisition of that company,

Name of company

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of Company

* RELIANCE INTEGRATED SERVICES LIMITED (the "Company")

- (ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that company, or
- (iii) the Security or Quasi-Security is removed or discharged within 90 days of the date of that company becoming a member of the Group,
- (e) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group,
- (f) any Security or Quasi-Security (existing as at 29 October 2007) over assets of any member of the Target Group (as defined in the Senior Facilities Agreement) so long as the Security or Quasi-Security is irrevocably removed or discharged by no later than 10 Business Days (as defined in the Senior Facilities Agreement) after the first Utilisation Date,
- (g) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal, or
- (h) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (f) of the definition of "Permitted Financial Indebtedness",
- (i) any Security securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any member of the Group other than any permitted under paragraphs (a) to (h) above) does not exceed £250,000 (or its equivalent in other currencies),

"Permitted Transaction" means

- (a) any Disposal required by the terms of the Finance Documents,
- (b) any Financial Indebtedness (as defined in the Senior Facilities Agreement) 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,

"PFI Companies" means the following companies

- (a) Reliance Sussex PFI Limited (CRN 4208015),
- (b) Reliance Gloucester PFI Limited (CRN 5030783),
- (c) Reliance Cleveland PFI Limited (CRN 5316270),
- (d) Reliance North Kent Limited (CRN 5861150),
- (e) Bootle Accommodation Partnership Holding Limited (CRN 4787594), and
- (f) any other company incorporated in the United Kingdom in respect of which a PFI Investment (as defined in the Senior Facilities Agreement) is made by an Obligor and which PFI Investment is permitted under the Senior Facilities Agreement. The Parent shall notify the Agent as soon as reasonably practicable of the identity of any such company

Name of company

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which becomes a PFI Company,

and "PFI Company" means any of them,

"Quasi-Security" has the meaning given to that term in clause 25 14 (*Negative pledge*) of the Senior Facilities Agreement,**"Real Property"** means all estates and interests in freehold, leasehold and other immovable property (wherever situated) as at 29 October 2007 or in future belonging to any Charging Company, or in which any Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of the schedule hereto (*Details of Security Assets*)), together with

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof,

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT (as defined in the Senior Facilities Agreement) 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,

"Receiver" means a receiver or receiver and manager or administrative receiver appointed by the Security Agent under the Debenture,**"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 Senior Facilities Agreement), and
 - (b) part 5 of the schedule hereto (*Details of Security Assets*) 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 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 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,

Name of company

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of Company

* RELIANCE INTEGRATED SERVICES LIMITED (the "Company")

"Security Period" means the period beginning 29 October 2007 and ending on the date on which

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and
- (b) no Secured Party has any further commitment, obligation or liability under or pursuant to the Finance Documents,

"Senior Facilities Agreement" means the sterling term and revolving facilities agreement dated 31 July 2007 and made between, amongst others, (1) Reliance Corporation Limited as Parent, (2) Reliance Executive Limited as Company, (3) the companies listed in part 1 of schedule 1 to it as Original Borrowers, (4) the companies listed in part 1 of schedule 1 to it as Original Guarantors, (5) Barclays Capital and The Royal Bank of Scotland plc as Mandated Lead Arrangers, (6) the banks and financial institutions listed in part 2 of schedule 1 to it as Original Lenders, (7) The Royal Bank of Scotland plc as Agent and (8) the Security Agent, pursuant to which the Original Lenders agreed to make certain facilities available to the Borrower (as defined in the Senior Facilities Agreement),

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

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

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SCHEDULE**Details of Security Assets owned by the Acceding Company****Part 1 - Real Property**

None

Part 2 - Charged Securities

None

Part 3 - Charged Accounts

None

Part 4 - Intellectual Property**Part 4A - Trade marks**

Trade Mark	Registration/ Application Number	Country	Registration Date	Renewal Date	Applicant/Owner
RELIANCE INTEGRATED SERVICES	2224917	UK	07/03/2000	07/03/2010	Reliance Security Group Plc
RELIANCE INTEGRATED SERVICES	N/A	EU	26/06/2007 (at application stage only)	N/A	Reliance Security Group Plc

Part 5 - Material Contracts

None

Part 6 - Insurances

None

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Name of company

*insert full name
of Company

* RELIANCE INTEGRATED SERVICES LIMITED (the "Company")

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

2. FIXED SECURITY

2.1 Fixed charges

The Company charged and agreed 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 the schedule hereto (*Details of Security Assets*), and
 - (ii) all other Real Property (if any) at 29 October 2007 vested in, or charged to, the Company (not charged by clause 4 1(a)(i) of the Debenture),
- (b) by way of first fixed charge
 - (i) all other Real Property and all interests in Real Property (not charged by clause 4 1(a) of the Debenture),
 - (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 4 1(a) or 4 1(b) of the Debenture) 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 4 1(c) of the Debenture), 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 the 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 the schedule hereto (*Details of Security Assets*), and
 - (ii) all other Charged Securities (not charged by clause 4 1(e)(i) of the Debenture),

in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which the 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 the Company with any bank, financial institution or other person at any time (not charged by clauses 4 1(f)(i) or 4 1(f)(ii) of the Debenture and all monies at any time standing to the credit of such accounts,

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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 the schedule hereto (*Details of Security Assets*), and
 - (ii) all other Intellectual Property (if any) (not charged by clause 4 1(g)(i) of the Debenture),
- (h) to the extent that any Assigned Asset is not effectively assigned under clause 4 2 (*Security assignments*) of the Debenture, 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 the Debenture)
 - (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 the Company

2.2 Security assignments

The Company assigned and agreed 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 the schedule hereto (*Details of Security Assets*), and
 - (ii) all other Insurances (not assigned by clause 4 2(b)(i) of the Debenture),
 and all claims under the Insurances and all proceeds of the Insurances, and
- (c) all other Receivables (not assigned under clauses 4 2(a) or 4 2(b) of the Debenture)

To the extent that any Assigned Asset described in clause 4 2(b) of the Debenture 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 the Company to any proceeds of such Insurances

2.3 Assigned Assets

The Security Agent is not obliged to take any steps necessary to preserve any Assigned Asset, to enforce any term of a Relevant Contract against any person or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Debenture

3. FLOATING CHARGE

The Company charged and agreed to charge by way of first floating charge all of its present and future

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- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 4.1 (*Fixed charges*), clause 4.2 (*Security assignments*) of the Debenture 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

4. CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

The Security Agent may, by written notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards all or any of the assets of the Company specified in the notice if

- (a) an Event of Default has occurred and is continuing, or
- (b) the Security Agent considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

4.2 Small companies

The floating charge created under the Debenture by the Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Company

4.3 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)

4.4 Scottish property

Clause 6.3 (*Automatic conversion*) of the Debenture will not apply to any assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such automatic conversion

4.5 Partial conversion

The giving of a notice by the Security Agent pursuant to clause 6.1 (*Conversion by notice*) of the Debenture in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent and/or the other Secured Parties

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* RELIANCE INTEGRATED SERVICES LIMITED (the "Company")

5. CONTINUING SECURITY**5.1 Continuing security**

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Debenture shall remain in full force and effect as a continuing security for the duration of the Security Period.

5.2 Additional and separate security

The Debenture is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Security Agent and/or any other Secured Party may at any time hold for any Secured Obligation.

5.3 Right to enforce

The Debenture may be enforced against the Company without the Security Agent and/or any other Secured Party first having recourse to any other right, remedy, guarantee or Security held by or available to it or any of them.

6. LIABILITY OF CHARGING COMPANIES RELATING TO SECURITY ASSETS

Notwithstanding anything contained in the Debenture or implied to the contrary, the Company remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Security Agent is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

7. UNDERTAKINGS BY THE CHARGING COMPANIES**7.1 Negative pledge and Disposals**

The Company shall not 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).

7.2 Security Assets generally

The Company shall

- (a) not, except with the prior written consent of the Security Agent, enter into any onerous or restrictive obligation affecting any Security Assets (except as expressly permitted under the Senior Facilities Agreement),
- (b) not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

7.3 Dealings with and realisation of Receivables and Collection Accounts

The Company shall without prejudice to clause 11.1 (*Negative pledge and Disposals*) of the Debenture (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any Receivable,

8. FURTHER ASSURANCES**8.1 Further action**

Name of company

*insert full name
of Company

* RELIANCE INTEGRATED SERVICES LIMITED (the "Company")

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

8.2 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

8.3 Specific security

Without prejudice to the generality of clause 20.1 (*Further action*) of the Debenture, 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 (*Conversion of floating charge*) of the Debenture)

9. POWER OF ATTORNEY

The Company, by way of security, irrevocably and severally appointed the Security Agent, each Receiver and any Delegate to be its attorney to take any action which the Company is obliged to take under the Debenture, including under clause 20 (*Further Assurances*) of the Debenture. The Company ratified and confirmed whatever any attorney does or purports to do pursuant to its appointment under this clause

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 01878843

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE ACCESSION DEED DATED THE 29th OCTOBER 2007 AND CREATED BY RELIANCE INTEGRATED SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH PRESENT OR FUTURE MEMBER OF THE GROUP TO THE ROYAL BANK OF SCOTLAND PLC (AS SECURITY TRUSTEE FOR THE SECURED PARTIES) AND/OR THE OTHER SECURED PARTIES (OR ANY OF THEM) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th NOVEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th NOVEMBER 2007

PO
NF



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES