

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

RESOLUTION

of

FIRST SECURITY (GUARDS) PLC

(Passed 8 July 1994)

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened and held at 58/59 Myddelton Square, London EC1 1XX on 8 July 1994 at 1.30 a.m./p.m. the following resolution was passed unanimously as a Special Resolution by all the members of the Company.

SPECIAL RESOLUTION

THAT:

The Company re-register as a private company limited by shares and that:-

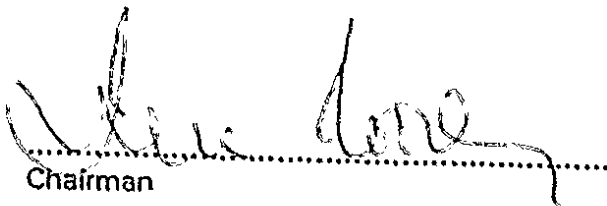
- (a) the name of the Company be changed to "First Security (Guards) Limited";
- (b) the Memorandum of Association of the Company be altered by the deletion of "PLC" and the substitution therefor of the word "Limited" in clause 1;
- (c) the present clause 2 be deleted from the Memorandum of Association of the Company and the present clauses numbered 3, 4, 4 and 5 be re-numbered as clauses 2 to 5; and
- (d) pursuant to section 9 of the Companies Act 1985, the Articles of Association be deleted in their entirety and the regulations contained in the document submitted to the meeting and for the purpose of identification signed by the Chairman be



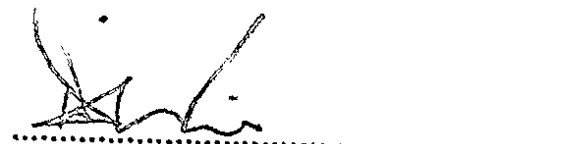
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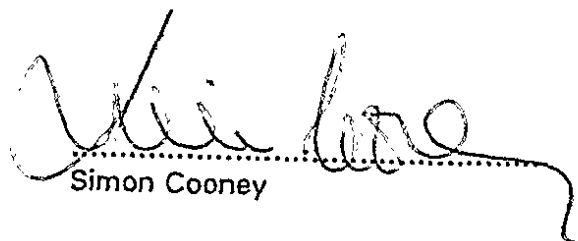
approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association.


Chairman

We, the undersigned, being all the members of the above-named Company, have consented to and voted in favour of the above resolution and acknowledge that therefore we are not entitled to make an application to the court for the cancellation of the above resolution pursuant to section 54(2) of the Companies Act 1985.


For and on behalf of
Temple Trust Limited (as Trustees of the
Simon Cooney Personal Settlement)


For and on behalf of
Temple Trust Limited (as Trustees of
the Dorian Nineberg Personal Settlement)


Simon Cooney

G

COMPANIES FORM No.53

Application by a public company for re-registration as a private company

53

Please do not
write in
this margin

Pursuant to section 53 of the Companies Act 1985

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

To the Registrar of Companies

For official use

Company number

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

2053619

Name of company

* FIRST SECURITY (GUARDS) PLC

* insert existing full
name of company

§ insert full name of
company amended to
make it appropriate
for this company
as a private limited
company

applies to be re-registered as a private company by the name of
FIRST SECURITY (GUARDS) LIMITED

⊗ delete if previously
presented for
registration

and, for that purpose, delivers the following document(s) for registration:

[1 Copy of the special resolution that the company be re-registered as a private company.]⊗

2 Printed copy of the memorandum and articles of association as altered by the special resolution that
the company be re-registered

⊗ delete as
appropriate

Signed

[Director][Secretary]† Date 8.7.94

Presenter's name address and
reference (if any):

Travers Smith Braithwaite
10 Snow Hill
London EC1A 2AL

(Ref: RHF)

For official Use
General Section

Post room



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The Companies Act 1985

Private Company Limited by Shares

MEMORANDUM OF ASSOCIATION

of

FIRST SECURITY (GUARDS) LIMITED

(As amended by Special Resolutions passed 3 March 1987 and 8 J. / 1994)

1. The Company's name is * First Security (Guards) Limited.
 2. The Company's registered office is to be situated in England and Wales.
 3. The Company's objects are:-
 - (A) To carry on the business of designers, developers, producers, manufacturers, wholesalers, retailers, importers, exporters, agents for the sale of and general merchants, dealers, traders, marketers, suppliers and distributors of burglar alarms, anti-theft devices, fire alarm, security devices, locks, keys, bolts and safes and security systems of every and any description; to carry on the business of providers of security patrols, dog patrols, night and other watchmen, armoured and other vehicles for the carriage of cash, bullion, documents, jewellery, precious articles and equipment of every and any description; to provide security services for industrial, commercial and domestic and other premises of all kinds; to carry on the business of providers of general security services of all descriptions; and to enter into any contracts and other arrangements of all kinds with persons having dealings with the Company on such terms and for such periods of time as the Company may from time to time determine, on a commission or fee basis or otherwise; and to carry on any other trade or business, whatever, of a like and similar nature.
 - (B) To carry on any other trade or business which can, in the opinion of the Board of
- * The name of the Company was changed from Shield Guards Limited to First Security (Guards) Limited on 27 January 1987.

The Company was re-registered as a public company under the name First Security (Guards) PLC on 15 April 1987.

The Company was re-registered as a private company under the name First Security (Guards) Limited on July 1994.



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Directors, be advantageously carried on by the Company.

- (C) To acquire by purchase, lease, exchange, hire or otherwise, or to hold for any estate or interest, any land, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business.
- (D) To erect, alter or maintain any buildings, plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (E) To acquire by subscription or otherwise and hold, sell, deal with or dispose of any shares, stock, debentures, debenture stocks, or other securities of any kind whatsoever, guaranteed by any company constituted or carrying on business in any part of the world and debentures, debenture stock and other securities of any kind guaranteed by any Government or Authority, Municipal, Local or otherwise, whether at home or abroad, and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by the ownership thereof.
- (F) To receive money on deposit either without security or secured by debentures, debenture stock (perpetual or terminable), mortgage or other security charged on the undertaking or on all or any of the assets of the Company including uncalled capital, and generally to act as bankers.
- (G) To borrow and raise money in any manner and to secure with or without consideration the repayment of any money borrowed, raised, or owing by mortgage, charge, debenture, debenture stock, bond, standard security, lien or any other security of whatsoever nature upon the whole or any part of the Company's property or assets (whether present or future) including its uncalled capital, and also by a similar mortgage, charge, debenture, debenture stock, bond, standard security, indemnity, lien or security of whatsoever nature to secure and guarantee the performance by the Company or any other company or person (including, but without prejudice to the generality of the foregoing) the holding company of the Company or any company which is a subsidiary of such holding company within each case the meaning of section 736 of the Act, of any obligation or liability it or such person or company may undertake or which may become binding upon it or such person or company, and to secure any securities of the Company by a Trust Deed or other assurance and to enter into partnership or any joint purse arrangement with any person, persons, firm or company.
- (H) To lend money with or without security, and to invest money of the Company upon such terms as the Company may approve, and to guarantee the dividends, interest and capital of the shares, stocks or securities of any company of or in which the Company is a member or is otherwise interested, and generally as the Directors think fit.
- (I) To apply for, purchase or otherwise acquire and hold or use any patents, licences, concessions, copyrights and the like, conferring any right to use or publish any secret or other information and to use, exercise, develop or grant licences in

respect of the property, rights or information so acquired.

- (J) To take part in the formation, management, supervision or control of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any Directors, Accountants, Consultants, experts or agents.
- (K) To employ experts, consultants and valuers to investigate and examine the condition, prospects, value, character and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
- (L) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition or taking over of all or any of the assets or liabilities of the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or the interests of the Company and to acquire, hold or dispose of shares, stocks or securities issued by or any other obligations of any such other company.
- (M) To draw, accept and negotiate promissory notes, bills of exchange and other negotiable instruments.
- (N) To invest and deal with the monies of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as the Company may approve.
- (O) To pay for any property or rights acquired by the Company either in cash or by the issue of fully or partly paid up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (P) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares or stock of any company or corporation, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgages or other securities of any company or corporation or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (Q) To enter into arrangements for joint working in business or amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of the Company or which is capable of being carried on so as directly or indirectly to benefit the Company.
- (R) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, or company carrying on any business the carrying on of which is calculated to benefit the Company or to advance its interests, or possessed of property suitable for the purposes of the

Company.

- (S) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (T) To provide for the welfare of persons employed or formerly employed by the Company and to grant pensions, allowances, gratuities and bonuses to officers or ex-officers, employees or ex-employees of the Company or its predecessors in business or of any associated company of the Company or its predecessors in business or the dependants of such persons and to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory), with a view to providing pensions or other funds for any such persons as aforesaid or their dependants.
- (U) To subscribe to or otherwise aid the establishment and support of, any schools and any educational, scientific, literary, religious or charitable institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or its predecessors in business or not, and to institute and maintain any club or other establishment.
- (V) To distribute in specie assets of the Company properly distributable amongst the members, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (W) To do all or any of the things hereinbefore authorised, either alone or in conjunction with others, or as factors, trustees or agents for others, or by or through factors, trustees or agents.
- (X) To do all such other things as are incidental to or which the Company may think conducive with the above objects or any of them.

The objects set forth in any sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses.

4. The liability of the Members is limited.

5. The Share Capital of the Company is £100 divided into 200 Ordinary Shares of 50 pence each. * *

* * By an Ordinary Resolution passed on 27 January 1987, the share capital of the Company was increased to £50,000 divided into 200 "A" Ordinary Shares of 50 pence each and 49,900 "B" Ordinary Shares of £1 each.

By Ordinary Resolutions passed on 21 June 1994, the share capital of the Company was increased from £50,000 to £50,000 and US\$2 by the creation of 200 new ordinary shares of US\$0.01 each and each of the "B" Ordinary Shares of £1 each was subdivided into 2 "B" Ordinary Shares of 50 pence each.

By Special Resolutions passed on 21 June 1994 the "A" Ordinary Shares and the "B" Ordinary Shares were converted into deferred shares of 50 pence each.

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
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STANLEY HAROLD DAVIS 124-128 City Road LONDON EC1V 2NJ	ONE
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Company Director

RACHEL FUTERMAN 124-128 City Road LONDON EC1V 2NJ	ONE
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Company Director

Dated the 4th day of August 1986

WITNESS to the above Signatures:-

IRENE POTTER
124-128 City Road
LONDON
EC1V 2NJ

Barrister-at-Law

The Companies Act 1985

X

Private Company Limited by Shares

NEW

ARTICLES OF ASSOCIATION

- of -

FIRST SECURITY (GUARDS) LIMITED

(Adopted by a Special Resolution passed
on 8 July 1994)

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1. PRELIMINARY

- 1.1 The regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 ("Table A") shall apply to the Company save insofar as they are varied or excluded by or are inconsistent with these Articles of Association
- 1.2 Regulations 3,23 and 35 of Table A shall not apply to the Company
- 1.3 Any reference in these Articles of Association to a regulation shall be construed as a reference to the regulation of that number contained in Table A and any reference to the "Act" shall be a reference to the Companies Act 1985
- 1.4 In Regulation 1 of Table A there shall be inserted before the words "office" and "secretary" the word "the" and between the words "regulations" and "the Acts" the words "and in any regulations adopting the whole or in part the same"
- 1.5 Where the context so requires words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine



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- 1.6 Any reference in these Articles to any enactment shall be construed as a reference thereto as consolidated amended modified or re-enacted from time to time

2. SHARE CAPITAL

The share capital of the Company as at 8 July 1994 is £50,000 and US\$2 divided into 100,000 Deferred shares of 50p each and 200 Ordinary shares of US\$0.01 each and each of the Ordinary Shares shall have the following rights and shall be subject to the following provisions namely:

2.1 The Ordinary Shares shall entitle the holders thereof to receive notice of and attend at any general meeting of the Company and the holders thereof shall be entitled at any general meeting of the Company to one vote in respect of every share entered in the Register of Members in their name

2.2 The Ordinary Shares shall entitle the holders thereof *pari passu* with any further Ordinary Shares created to rank *pari passu* therewith to share in the profits or surpluses distributed by the Company

2.3 The Company may not without the consent or sanction of all the holders of the Ordinary Shares at a general meeting of the Company alter vary reduce or increase the authorised or issued share capital involving the Ordinary Shares. To every such meeting all the provisions of these Articles relating to general meetings of the Company or the proceedings thereat shall apply *mutatis mutandis* except that such general meeting shall be duly convened by at least twenty-one clear days notice.

3. The directors are generally and unconditionally authorised for the purposes of section 80 of the Act (and so that expressions used in this article shall bear the same meanings as in the said section 80) to exercise all powers of the Company to allot relevant securities of the Company. The authority hereby conferred shall be for a period of five years from the date of adoption of this article unless renewed, varied or revoked by the Company in general meeting, and the maximum amount of relevant securities which may be allotted pursuant to such authority shall be equal to the amount of share capital of the Company authorised but unissued at the date of adoption of this article or, where the authority is

renewed, at the date of renewal. The directors may under this authority or under any renewal thereof make at any time prior to the expiry of such authority any offer or agreement which would or might require relevant securities of the Company to be allotted after the expiry of such authority.

4.(1) Subject to the provisions hereinafter contained the Company may issue Share Warrants with respect to any Shares which are fully paid up upon a request in writing by the person registered as the holder of such Shares. The request shall be in such form, and authenticated by such Statutory Declaration or other evidence as to the identity of the person making the same as the Directors shall from time to time require.

(2) Before the issue of a Share Warrant, the Certificate (if any) for the Shares intended to be included in it shall be delivered up to the Directors.

(3) Share Warrants shall be issued under the Common Seal of the Company or, if the Directors so resolve, in such other manner having the same effect as if issued under the Common Seal of the Company, and shall state that the bearer is entitled to the Shares therein specified.

(4) The bearer for the time being of a Share Warrant shall, subject to these Articles, be deemed to be a member of the Company and shall be entitled to the same rights and privileges as he would have had if his name had been included in the Register as the holder of the Shares specified in such Share Warrant.

(5) The Shares included in any Share Warrant shall be transferred by delivery of the Share Warrant without any written transfer and without registration, and the provisions in these Articles with respect to the transfer and transmission of and to the lien of the Company on Shares shall not apply to Shares so included.

(6) No person shall as bearer of a Share Warrant be entitled to attend or vote or exercise in respect thereof any of the rights of a member at any General Meeting of the Company or sign any requisition for or give notice of intention to submit a resolution to a Meeting, or to sign any written resolution of the Company unless three days at least (or such lesser period as the Directors shall specify) before the day appointed for the meeting in the first

case, and unless before the requisition or notice is left at the registered office, in the second case, or before he signs the written resolution in the third case, he shall have deposited the Share Warrant in respect of which he claims to act, attend or vote as aforesaid at the registered office for the time being of the Company or such other place as the Directors appoint, together with a statement in writing of his name and address, and unless the Share Warrant shall remain so deposited until after the meeting or any adjournment thereof shall have been held or, in the case of a written resolution, the same shall have been signed. Not more than one name shall be received as that of the holder of a Share Warrant.

(7) There shall be delivered to the person so depositing a Share Warrant a Certificate stating his name and address and describing the Shares represented by the Share Warrant so deposited by him, and such Certificate shall entitle him, or his proxy duly appointed, to attend and vote at any General Meeting or to sign any written resolution in the same way as if he were the registered holder of the Shares specified in the Certificate. Upon delivery up of the said Certificate to the Company, the Share Warrant in respect whereof it shall have been given shall be returned.

(8) No person as bearer of any Share Warrant shall be entitled to exercise any of the rights of a member (save as hereinbefore expressly provided in respect of General Meetings) without producing such Share Warrant and stating his name and address, and (if and when the Directors so require) permitting an endorsement to be made thereon of the fact, date, purpose and consequence of its production.

(9) The Directors shall provide as from time to time they shall think fit for the issue to the bearers for the time being of Share Warrants of coupons payable to bearer providing for the payment of the dividends upon and in respect of the Shares represented by the Share Warrants provided that no coupon shall be valid if issued prior to 21 June 1994. Every such coupon shall be distinguished by the number of the Share Warrant in respect of which it is issued, and by a number showing the place it holds in the series of coupons issued in respect of that Share Warrant.

(10) Upon any dividend being declared to be payable upon the Shares specified in any Share Warrant, the Directors shall give notice to the members in accordance with these

Articles, stating the amount per Share payable, date of payment, and the serial number of the coupon to be presented and thereupon any person presenting and delivering up a coupon of that serial number at the place, or one of the places, stated in the coupon, or in the said notice, shall be entitled to receive at the expiration of such number of days (not exceeding 14) after so delivering it up as the Directors shall from time to time direct the dividend payable on the Shares specified in the Share Warrant to which the said coupon shall belong, according to the Notice which shall have been so given.

(11) The Company shall be entitled to recognise an absolute right in the bearer for the time being of any coupons of which notice has been given as aforesaid for payment to such amount of dividend on the Share Warrant whereto the said coupon shall belong as shall have been as aforesaid declared payable upon presentation and delivery of the coupon, and the delivery of such coupon shall be a good discharge to the Company accordingly.

(12) If any Share Warrant or coupon be worn out or defaced, the Directors may, upon the surrender thereof for cancellation, issue a new one in its stead, and if any Share Warrant or coupon be lost or destroyed, the Directors may, upon the loss or destruction being established to their satisfaction, and upon such indemnity being given to the Company as they shall think adequate, issue a new one in its stead. In case of loss or destruction the bearer to whom such new warrant or coupon is issued shall also bear and pay to the Company all expenses incidental to the investigation by the Company of evidence of such loss or destruction and to such indemnity.

(13) If the bearer of any Share Warrant shall surrender it together with all coupons belonging thereto for cancellation and shall lodge therewith at the registered office for the time being of the Company a Declaration in writing, signed by him, in such form and authenticated in such manner as the Directors shall from time to time direct, requesting to be registered as a member in respect of the Shares specified in such Warrant, and stating in such Declaration his name and address, he shall be entitled to have his name entered as a registered member of the Company in respect of the Shares specified in the Warrant so surrendered, but the Company shall not be responsible for any loss incurred by any person by reason of the Company entering in the Register upon the surrender of a Warrant the name of any person not the true and lawful owner of the Warrant

surrendered.

(14) A Notice may be given by the Company to the holder of a Share Warrant to the address supplied by him by notice in writing to the Company from time to time for the giving of notice to him. Any notice to the Company supplying a new address for the giving of notices by the Company shall be accompanied by the Share Warrant which shall be cancelled and a new Share Warrant shall be issued having endorsed thereon the address to which future notices by the Company to the holder of the Share Warrant may be given.

(15) The Directors may from time to time require any holder of a Share Warrant who gives, or has given, an address at which notices may be served on him, to produce his Share Warrant and to satisfy them that he is, or is still, the holder of the Share Warrant in respect of which he gives or gave the address.

(16) Any Notice required to be given by the Company to the Members, or any of them, and not expressly provided for by these Articles, or any Notice which cannot be served in the manner so provided, shall be sufficiently given by advertising the same once in the London Gazette.

DEFERRED SHARES

5.(1) Income and Capital

(a) Save as provided in paragraph (b) below, the holders of Deferred shares shall not be entitled to any participation in the profits or the assets of the Company.

(b) As regards income, the holders of the Deferred shares shall not be entitled to any participation in the profits of the Company available for distribution. As regards capital, the holders of the Deferred shares shall on a liquidation or other return of capital only be entitled to participate in the assets of the Company after the holders of every other class of shares in the capital of the Company shall have received the sum of £1 million in respect of each share (other than Deferred shares) held or deemed to be held by them, and then only to the extent of £2 per share.

(2) Voting

The Deferred shares shall entitle the holders thereof to receive notice of or attend at any general meeting of the Company but shall not confer any right to vote.

(3) Repurchase

Notwithstanding any other provision of these Articles, the Company shall have the power and authority at any time to purchase all or any of the Deferred shares for an aggregate consideration of £1.

6. VARIATION OF CLASS RIGHTS

Whenever the capital of the Company is divided into different classes of share the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up with the sanction of all the holders of Ordinary Shares at a general meeting of the Company. To every such meeting all the provisions of these Articles relating to general meetings of the Company or the proceedings thereat shall apply mutatis mutandis except that such general meetings shall be duly convened by at least twenty-one clear days' notice."

7. PROCEEDINGS AT GENERAL MEETING

7.1 In every notice convening a General Meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and on a poll vote instead of him and that such proxy need not also be a Member. Regulation 38 of Table A shall be modified accordingly

7.2 Proxies may be deposited at the Registered Office of the Company at any time before the time of the Meeting for which they are to be used unless otherwise specified in the notice convening such Meeting. Regulation 62 of Table A shall be modified accordingly

DIRECTORS

8. The Directors of the Company shall not be less than 2 in number
9. A Director shall not be required to hold any share qualification, but nevertheless shall be entitled to attend and speak at any General Meeting of the Company and at any separate General Meeting of the holders of any class of shares in the capital of the Company
10. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that reasonable notice of the proposed meeting shall have been given to each Director of the Company. Resolutions of the Board of the Company shall be deemed passed or agreed if passed or agreed by the majority of votes cast by the Directors thereof present and voting at a duly convened meeting of the Board at which a quorum is present
11. A Director, notwithstanding his interest but subject to his complying with Section 317 of the Act, shall be entitled to vote in respect of any contract, matter or arrangement in which he is interested or of his appointment to any office or place of profit under the Company or of the arrangement of the terms thereof, or may be counted in the quorum at any meeting at which any such matter is considered. Regulations 94-97 of Table A shall not apply
12. A Resolution in writing signed by all the Directors for the time being entitled to receive notice of the meetings of Directors, shall be as valid and effectual as if it had been passed at a meeting, of the Directors duly convened and held, and may consist of several documents in a like form each signed by one or more of the Directors
13. The Directors shall not be liable to retire by rotation, and accordingly Regulations 73 - 80 of Table A inclusive shall not apply
14. In the event of a resolution being proposed at any general meeting of the Company for removal from office of Dorian Nineberg, any shares held by the trustees for the

time being of the Dorian Nineberg Personal Settlement shall on a poll in respect of such resolution carry one more vote than all the shares held by other shareholders

15. Regulation 82 of Table A shall not apply

POWERS OF DIRECTORS

16. Subject as hereinafter provided the Directors may exercise all the powers of the Company (whether express or implied) (a) of borrowing or securing the payment of money (b) of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts and (c) of mortgaging or charging the property assets and uncalled capital of the Company and issuing debentures but so that:-
17. *The Directors may grant gratuities, pensions or annuities or other allowances, including allowances on death or sickness during service, to any person or to the widow, relatives or dependants of any person (as the Directors may think fit) in respect of services rendered by such person to the Company as Managing Director, Manager, Executive or in any other employment under the Company or indirectly as an executive officer or employee of any subsidiary Company of the Company, and may make payments towards insurances or trusts for such purposes in respect of such persons and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such persons*

ALTERNATE DIRECTORS

18. Any appointed Director and, subject to the prior approval of the Board of Directors, any other Director may at any time by writing under his hand and deposited at the Registered Office, or delivered at a meeting of the Directors appoint any person to be his alternate Director and may in like manner at any time terminate such appointment
19. The appointment of an alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases for any reason to be a Director

20. An alternate Director shall (subject to his giving an address within the United Kingdom for the service of notices) be entitled to receive notices of meetings of the Directors and to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a Director and if his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any Resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate Director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles
21. Any Director acting as alternate shall have an additional vote for each Director for whom he acts as alternate
22. An alternate Director may be repaid expenses, and shall be entitled to be indemnified, by the Company to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company any remuneration except only such proportion (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct

INDEMNITY

23. Subject to the provisions of and so far as may be permitted by the Act, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto. Regulation 118 of Table A shall be extended accordingly.

DIVIDENDS

24. No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of Part VIII of the Act which apply to the Company

FILE COPY



CERTIFICATE OF INCORPORATION
ON RE-REGISTRATION OF A PUBLIC COMPANY
AS A PRIVATE COMPANY

Company No. 2053619

The Registrar of Companies for England and Wales hereby certifies that
FIRST SECURITY (GUARDS) LIMITED

formerly registered as a public company has this day been re-
registered under the Companies Act 1985 as a private company, and
that the company is limited.

Given at Companies House, London, the 8th July 1994

L. Mills

MRS L. MILLS

For The Registrar Of Companies



C O M P A N I E S H O U S E