

Company No. 03073516

The Companies Act 2006
Private company limited by shares
Written resolutions
of

Temple Security Limited (the "Company")

SATURDAY



24 March 2009 (the "Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that:

- resolutions 1, 2 and 3 below are passed as ordinary resolutions (the "**Ordinary Resolutions**"); and
- resolution 4 below is passed as a special resolution (the "**Special Resolution**").

Ordinary Resolution:

1. **That** the terms and arrangements contemplated by the execution and delivery by the Company of the following documents and the performance by the Company of its obligations thereunder:
 - (a) a draft accession letter (the "**Accession Letter**") to a facilities agreement dated 30 October 2008 (which was to be amended and restated) and made between, amongst others, LPM Acquisitions Limited and Clydesdale Bank plc ("**Clydesdale**") (the "**Facilities Agreement**"). Pursuant to the Accession Letter the Company would accede to the Facilities Agreement as an Additional Guarantor (as defined therein) and be bound by the terms contained therein including a guarantee (the "**Guarantee**") pursuant to which the Company will (amongst other things) guarantee the repayment of all moneys from time to time owed to Clydesdale by the Company and other group companies together with an indemnity in favour of Clydesdale against all losses in connection with the liabilities owed by the Company to Clydesdale;
 - (b) a draft amendment agreement to be entered into between Clydesdale (1) and inter alia the Company (2) (the "**Amendment Agreement**") setting out the terms and conditions upon which the Facilities Agreement would be amended and restated to effect, amongst other things, an increase in the existing facilities by a sum of of £2,500,000 available to LPM Acquisitions Limited;

- (c) a draft fixed and floating charge (the "**Fixed and Floating Charge**") to be entered into by the Company granting first fixed charges over the assets identified in the charge and a first floating charge over the remainder of the Company's undertaking by way of security for all obligations of the Company to Clydesdale from time to time, including those under the Facilities Agreement, the Amendment Agreement and the Guarantee;
 - (d) a draft deed of priority and subordination (the "**Intercreditor Agreement**") to be entered into between, inter alia, the Company (1), the Vendors (as defined therein) (2), the Investors (as defined therein) (3), the Manager (as defined therein) (4) and, Clydesdale (in various capacities) (5) whereby the parties agree the respective priority and subordination of certain facilities, debts and charges and which will replace a prior intercreditor agreement entered into on 30 October 2008;
 - (e) a draft debenture and guarantee (the "**Invoice Discounting Debenture and Guarantee Documents**") in relation to invoice discounting facilities and all other Ancillary Facilities entered into by LPM Cleaning Limited, ICG Cleaning Limited, Olympia Cleaning Services Limited and any other member of the Group with Clydesdale; and
 - (f) a draft intercompany loan agreement between LPM Group Limited and the other companies in its group in respect of a revolving credit facility of up to £10,000,000 (the "**Intra-Group Loan**"); and
 - (g) a draft facility letter between the Company and Clydesdale in respect of, amongst other things, the BACS facility (the "**Ancillary Facilities Letter**"),
- (together, the "**Documents**")

be and are hereby approved.

- 2. **That** the Company is receiving full and fair consideration for the obligations it is undertaking in accordance with the terms of the Documents.
- 3. **That** the Directors of the Company be and they are hereby specifically empowered, authorised and directed to execute the Documents.

Special Resolution:

- 4. **That** the Articles of Association of the Company be amended as follows:

- (a) and by the inclusion of the following new Article 8:

"Notwithstanding anything contained in these articles, the Directors shall not decline to register any transfer of shares, nor may they suspend registration of it where the transfer:

- (i) is to any bank or institution to which such shares have been charged by way of security, or to any nominee of such a bank or institution ("**a Secured Institution**"); or

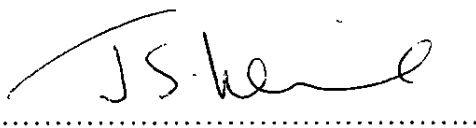
- (ii) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or
- (iii) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and furthermore notwithstanding anything to the contrary contained in these articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer aforesaid to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not."

Important:

Please read the notes at the end of this document before signifying your agreement to the Ordinary Resolutions and Special Resolution.

The undersigned, being persons entitled to vote on the resolutions on the Circulation Date (*see Notes 1 and 2*), hereby irrevocably agree to the Ordinary Resolutions and Special Resolution.



.....
duly authorised signatory
for and on behalf of
Axis Acquisitions Limited

Number of A Ordinary Voting Shares of £1: 100,000

Date: 24 March 2009

Notes

1. You can choose to agree to all of the Ordinary Resolutions and Special Resolution or none of them but you cannot agree to only some of them. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - By hand (by delivering the signed copy to Osborne Clarke, 2 Temple Back East, Temple Quay, Bristol, BS1 6EG marked for the attention of Chris Gratton).
 - By post (by returning the signed copy to Osborne Clarke, 2 Temple Back East, Temple Quay, Bristol, BS1 6EG marked for the attention of Chris Gratton).
2. **The resolutions will lapse if sufficient votes in favour of have not been received by the end of the date which is 28 days after the Circulation Date (the Circulation Date being counted as day one).** Unless you do not wish to vote on any of the resolutions, please ensure that your agreement reaches the Company on or before this date and time. If the Company has not received this document from you by then you will be deemed to have voted against all of the resolutions.
3. Once you have signified your agreement to the resolutions such agreement cannot be revoked.
4. In the case of joint holders of shares, only the vote of the holder whose name appears first in the register of members of the Company in respect of such joint holding will be counted by the Company to the exclusion of the other joint holder(s).
5. If a member has exercised the right, pursuant to the Company's articles of association and section 145 of the Companies Act 2006 to nominate another person to exercise a right to vote on a written resolution, then the vote of that nominee will be counted by the Company to the exclusion of the member.

If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.