

**Company No: 3892294**

**The Companies Act 1985  
COMPANY LIMITED BY SHARES**

**SPECIAL RESOLUTIONS**

**passed as**

**WRITTEN RESOLUTIONS**

**of**

**VSG (2) LIMITED**

**SATURDAY**



(Passed pursuant to section 381A of and Schedule 15A to the Companies Act 1985)

WE, the undersigned, being or representing all the members of the Company, HEREBY RESOLVE as follows

**RESOLUTIONS**

1 THAT the Memorandum of Association of the Company are amended as follows

1 1 by inserting the following new sub-clause as clause 3 (U)

"to guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property, assets, rights and revenues (present and future) and uncalled capital of the Company, or by both such methods or by any other means whatever, the performance of the liabilities and obligations of and the repayment or payment of any moneys whatever by any person, firm or company, including (but not limited to):

- (a) any liabilities and obligations whatever of, and the repayment or payment of any moneys whatever by, any company which is for the time being or is likely to become the Company's holding company or a subsidiary of the Company or another subsidiary of the Company's holding company or otherwise associated with the Company in business; and
- (b) any liabilities and obligations incurred in connection with or for the purpose of the acquisition of shares in the Company or in any company which is for the time being the Company's holding company in so far as the giving of any such guarantee or other support or security is not prohibited by law, and
- (c) the repayment or payment of the principal amounts of, and premiums, interest and dividends on, any borrowings and securities,"

1.2 by inserting the following new sub clause as clause 3 (V)

"subject to and in accordance with a due compliance with the provisions of sections 155 to 158 (inclusive) of the Companies Act (if and so far as such

provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in section 152(1)(a) of the Companies Act) for any such purpose as is specified in section 151(1) and/or section 151(2) of the Companies Act "

2 THAT the Articles of Association of the Company are amended as follows

2 1 by deleting article 6 (g) and inserting a new article 6 (g), 6 (h) and 6 (i) as follows

(g) Notwithstanding anything contained in these Articles, the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof where such 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 provide any prior written notice to the Company or 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

(h) The Company shall have no lien on any shares which have been charged by way of security to a Secured Institution and the provisions of Regulation 11 of Table A relating to liens over shares shall not apply in respect of any such shares

(i) Any pre-emption rights contained in these articles of association shall not apply in relation to any shares which have been charged by way of security to a Secured Institution by any shareholder of the Company from time to time

2.2 by inserting a new article 20 with the sub-heading 'Telephone Board Meetings'

"Any director (including an alternate director) may participate in a meeting of the directors or a committee of the directors of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Companies Act 1985, he shall be entitled to vote and be counted in a quorum accordingly Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is."

- 3 THAT, subject to compliance with sections 155-158 of the Companies Act 1985, the Company enters into the documents listed in paragraphs 1 to 5 (inclusive) of the Appendix set out below (the "Company Finance Documents")
- 4 THAT the giving of financial assistance by the execution, delivery and performance by the Company of the Company Finance Documents is approved.

## APPENDIX

### Documents referred to above

The entering into by the Company of the documents listed and described below (or of documents referred to therein or relating thereto) as the same may be amended, increased, novated and/or replaced, varied, supplemented or substituted from time to time, which will be entered into, directly or indirectly, in connection with (i) the transfer of the whole of the issued share capital of VSG Holdings Limited (the "**Target**") by its present shareholders Messers Muskin, Barwell, Francis and Jones and others (together the "**Sellers**") to Castlegate 471 Limited (the "**Buyer**") pursuant to a sale and purchase agreement made between the Sellers and the Buyer (the "**Acquisition**") and (ii) the discharge of liabilities incurred in connection with previous acquisition of the whole of the issued share capital of Vision Security Group Limited by the Target (the "**Original Acquisition**").

The assistance will take the form of:

- 1 A Senior Sterling Term and Revolving Facilities Agreement (the "**Facilities Agreement**") relating to (i) a Facility A Loan of £8,000,000 (ii) a Facility B Loan of £3,750,000 (iii) a Revolving Facility of £7,000,000 between (1) the Buyer (2) the Buyer, the Target, Castlegate 474 Limited and Vision Security Group Limited (as Original Borrowers) (3) Castlegate 474 Limited, the Buyer, the Target, Vision Security Group Limited, VSG(1) Limited and the Company (as Original Guarantors) (4) The Royal Bank of Scotland plc (as Arranger) (5) The Royal Bank of Scotland plc (as Original Lender) (6) The Royal Bank of Scotland plc (as Agent) and (7) The Royal Bank of Scotland plc (as Security Agent),
- 2 an intercreditor deed (the "**Intercreditor Deed**") between (1) Castlegate 474 Limited (2) the Buyer and others (as Obligors) (3) The Royal Bank of Scotland plc (as Security Trustee) (4) The Royal Bank of Scotland plc (as Senior Agent) (5) The Royal Bank of Scotland plc (as Senior Creditor) (6) The Royal Bank of Scotland plc (as Hedge Counterparty) (7) The Royal Bank of Scotland plc (as Ancillary Lender) (8) Lloyds Development Capital Limited and others (as Subordinated Creditors),
- 3 a debenture (the "**Debenture**") between (1) Castlegate 474 Limited, the Buyer, the Target, Vision Security Group Limited, VSG (1) Limited and the Company and (2) The Royal Bank of Scotland plc (as Security Trustee),
- 4 an intra-group funding agreement (the "**Funding Agreement**") whereby Castlegate 474 Limited and its subsidiaries including the Company agreed to make funds available to Castlegate 474 Limited and its subsidiaries including the Company upon request from time to time;
- 5 a counter indemnity (the "**Counter Indemnity**") in connection with the inter-bank indemnities to be granted by The Royal Bank of Scotland plc to Lloyds TSB Bank plc and Lloyds TSB Corporate Finance; and
6. the Company may pay certain costs associated with the Acquisition

**Name of Shareholder**

**Signature**

**Date of Signature**

Vision Security Group  
Limited

A handwritten signature in black ink, appearing to be 'M. J. Smith', written over a horizontal line.

3 September 2007

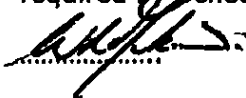
Attachment: Signed statutory declarations and auditors' reports

Copy: Auditors

**VSG (2) Limited**  
650 Pavillion Drive  
Northampton Business Park  
Brackmills  
Northampton  
Northamptonshire  
NN4 7SL

I confirm that:

- (i) a copy of the attached written resolutions were sent to the auditors of the Company at or before the time when they were supplied to the members for signature in accordance with section 381B of the Companies Act 1985 (as amended) and
- (ii) a copy of the signed statutory declaration(s) made by the directors of the Company and related auditors' report(s) were supplied to each member at or before the time the attached resolutions were supplied to them for signature (as required by Schedule 15A to the Companies Act 1985).



Director/Secretary