Articles of Association

of

Mitie Shared Services Limited

Company number: 01597821

(Private company limited by shares)

as adopted by special resolution passed on 15 June 2020

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Company number: 01597821

The Companies Act 2006

Private company limited by shares

Articles of Association

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Mitie Shared Services Limited

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1. **Preliminary**

1.1 The Model Articles shall apply to the company save insofar as they are excluded or modified by or are inconsistent with these Articles, and the Model Articles (except insofar as so excluded, modified or inconsistent) together with these Articles shall be the articles of association of the company (to the exclusion of any other regulations set out in any statute, statutory instrument or other subordinate legislation from time to time in force).

1.2 The following articles of the Model Articles shall be excluded in their entirety from applying to the company:

(a) article 14 (Conflicts of interest);

(b) article 21 (All shares to be fully paid up);

(c) article 48 (Means of communication to be used);

(d) article 52 (Indemnity); and

(e) article 53 (Insurance).

2. **Definitions and interpretation**

Definitions

2.1 In these Articles, unless the context otherwise requires, the following words have the following meanings:

"**2006 Act**" means the Companies Act 2006.

"**Acts**" means (subject to Article 2.3) the Companies Acts and, where the context requires, every other statute, order, regulation, or other subordinate legislation from

time to time in force in the United Kingdom concerning companies and affecting the company.

"**address**" has the meaning given in Section 1148, 2006 Act.

"**Articles**" means these articles of association as altered or varied from time to time (and "**Article**" means a provision of these Articles).

"**associated company**" has the meaning set out in Section 256, 2006 Act.

"**Board**" means the board of directors from time to time of the company (or any duly authorised committee of it).

"**Companies Acts**" has the meaning given in Section 2, 2006 Act.

"**document**" means any document (including, but not limited to, any summons, notice, order, register, certificate or other legal process) and includes any such document sent or supplied in electronic form.

"**electronic address**" has the meaning given in Section 333(4), 2006 Act.

"**electronic form**" has the meaning given in Section 1168, 2006 Act.

"**electronic means**" has the meaning given in Section 1168, 2006 Act.

"**hard copy form**" and "**hard copy**" has the meaning given in Section 1168, 2006 Act.

"**Holding Company**" means Mitie Treasury Management Limited registered in England and Wales with company number: 07351242.

"**Model Articles**" means the model articles for private companies limited by shares as set out in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229).

"**subsidiary**" has the meaning set out in Section 1159, 2006 Act, provided that a company shall not be regarded as a subsidiary of another company by reason only of the fact that such company is a member of it and controls the composition of its board of directors.

"**working day**" has the meaning given in Section 1173, 2006 Act.

"**writing**" means printing, typewriting, lithography, photography and any other mode or modes of representing or reproducing words, symbols or other information in a legible and non-transitory form and "**written**" shall be construed accordingly.

Interpretation

2.2 Unless the context otherwise requires (or unless otherwise defined or stated in these Articles), words or expressions defined in the Model Articles shall have the same meaning in these Articles. Any other words and expressions contained in these Articles and/or the Model Articles shall have the same meaning as in the 2006 Act as in force from time to time.

2.3 In these Articles, a reference to any statute or provision or schedule of a statute shall include any orders, regulations or other subordinate legislation made under it and shall, unless the context otherwise requires, include any modification, re-enactment or

re-statement of it for the time being in force and the same principle of construction shall be applied to any order, regulations or other subordinate legislation.

2.4 References in these Articles to a document or information being sent or supplied by or to a company (including the company) shall be construed in accordance with the provisions of Section 1148(3), 2006 Act and any reference to **"sent"** or **"supplied"** (or other similar term) shall be construed in accordance with the provisions of Section 1148(2), 2006 Act.

3. **Liability of members**

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

4. **Company's name**

The company may change its name by means of a resolution of the directors. The provisions of Section 79, 2006 Act shall be complied with on any change of company name pursuant to this Article.

5. **Domicile**

The company's registered office is to be situated in England.

6. **Shares**

Authority to allot under Section 550, 2006 Act

6.1 Pursuant to Section 550, 2006 Act, where the company has only one class of shares, the directors may exercise any power of the company:

(a) to allot shares of that class; or

(b) to grant rights to subscribe for or to convert any security into such shares.

Exclusion of statutory pre-emption provisions

6.2 Pursuant to Section 567, 2006 Act, sub-section (1) of Section 561 and sub-sections (1) to (5) inclusive of Section 562, 2006 Act shall be excluded from applying to the company.

7. **Share certificates**

7.1 The company must issue each shareholder with one or more certificates in respect of the shares which that shareholder holds and, save as provided otherwise in the Articles, such certificates must be issued free of charge.

7.2 Article 24(1) of the Model Articles is modified accordingly.

8. **Dividends**

8.1 The directors may exercise all the powers of the Company to declare dividends in accordance with the respective rights of the shareholders.

8.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

9. **Number of directors**

The minimum number of directors shall be one and, if there is a sole director, he shall have all the powers and be subject to all the provisions conferred on the directors by these Articles.

10. **Alternate directors**

10.1 The appointment of an alternate director shall be valid notwithstanding that he is approved by a resolution of the directors after his appointment as alternate director. Where an alternate director attends a meeting of the directors and no objection is raised at the meeting to his presence then he shall be deemed to have been approved by a resolution of the directors.

10.2 A director who acts as an alternate director for one or more other directors shall be entitled to a separate vote for each appointor, in addition to his own vote but shall not count as more than one director for the purposes of determining whether a quorum is present.

11. **Termination of alternate directorship**

11.1 Any appointment or removal of an alternate must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors.

11.2 An alternate director's appointment as an alternate terminates:

(a) when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;

(b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;

(c) on the death of the alternate's appointor; or

(d) when the alternate's appointor ceases to be a director for any reason.

12. **Delegation of directors' powers**

Any committee of the Board may consist of one or more co-opted persons other than directors of the company on whom voting rights may be conferred as members of the committee but so that the number of co-opted members shall be less than one-half of the total number of members of the committee and so that no resolution of the committee shall be effective unless a majority of the members of the committee voting on the resolution are directors of the company.

13. **Termination of director's appointment**

13.1 A person ceases to be a director as soon as:

(a) that person ceases to be a director by virtue of any provision of the 2006 Act or is prohibited from being a director by law;

(b) a bankruptcy order is made against that person;

(c) a composition is made with that person's creditors generally in satisfaction of that person's debts;

(d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

(e) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;

(f) that person has, for more than six consecutive months, been absent without permission of the directors from meetings of directors held during that period and the directors make a decision that that person's office be vacated; or

(g) he is removed from office pursuant to Article 20.1 (Rights of Holding Company).

13.2 Article 18 of the Model Articles is modified accordingly.

14. **Remuneration of directors and director's expenses**

14.1 The directors shall be entitled to such remuneration (if any) by way of fee as shall from time to time be determined by the company in general meeting. Unless and until so determined, remuneration shall be at such rate (not exceeding £100,000 per annum) for each director and shall take such form for each director, as the Board may from time to time determine. Such remuneration shall be deemed to accrue from day to day. An alternate director may be paid by the company such part (if any) of the remuneration by way of fee otherwise payable to his appointor as his appointor may by notice in writing to the company from time to time direct. An alternate director shall not be entitled to vote on any resolution relating to the remuneration of an alternate director (whether himself or others).

14.2 A director (including an alternate director) shall also be entitled to be paid all travelling, hotel and other expenses reasonably and properly incurred in attending and returning from meetings of the shareholders of the company, Board meetings or Board committee meetings or otherwise reasonably and properly incurred in connection with the business of the company or in the proper discharge of his duties as a director (or alternate director) of the company. Any director who, by request, performs special services or goes or resides abroad for any purpose of the company or who otherwise performs services which, in the opinion of the Board, are outside the scope of the ordinary duties of a director of the company shall receive such extra remuneration of such amount and payable in such form as the Board may determine, which shall be charged as part of the company's ordinary working expenses.

14.3 Article 20 of the Model Articles is modified accordingly.

15. **Proceedings of directors**

15.1 Subject to Section 175(6), 2006 Act, the quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be:

(a) one, whenever there is a sole director (and he alone (or any alternate director appointed by him) shall constitute the quorum); and

(b) two, whenever there are two or more directors.

15.2 Any director (including an alternate director) may, if entitled to participate, participate in a meeting of the directors (or a committee of the directors of which he is a member) by any form of communication provided all persons participating in the meeting can communicate to the others any information or opinions they have on any particular item of the business of the meeting. In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate. If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is. Notices of any Board meetings need not be given in writing.

15.3 Subject to Section 175(6), 2006 Act, a director may vote at any meeting of the directors or a committee of the directors of which he is a member on any resolution, and a director may participate in the transaction of the business of the directors and count in the quorum at any such meeting of the directors or a committee of the directors of which he is a member notwithstanding that it concerns or relates in any way to a matter in which he has directly or indirectly any kind of interest or duty. This Article does not affect any obligation of a director to comply with Section 177 and/or Section 182, 2006 Act regarding disclosure of interests.

15.4 In relation to any meeting (or part of any meeting) held pursuant to Article 17 *(Conflicts of interest)*, if, at the relevant time, the company has only one director other than the conflicted director, the quorum for such meeting (or the part thereof dealing with the authorisation pursuant to Article 17 *Conflicts of interest)*) shall be one eligible director.

15.5 Article 11(2) of the Model Articles is modified accordingly.

16. **Borrowing powers**

The directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to section 549 of the 2006 Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or any third party.

17. **Conflicts of interest**

17.1 Subject to and in accordance with the 2006 Act:

(a) the directors may authorise any matter or situation arising on or after 1 October 2008 in which a director (the "**Conflicted Director**") has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company (including, without limitation, in relation to the exploitation of any

property, information or opportunity, whether or not the company could take advantage of it)and for this purpose a conflict of interest includes a conflict of interest and duty and a conflict of duties (the "**Conflict Situation**");

(b) any authorisation given in accordance with this Article 17 may be made on such terms and subject to such conditions and/or limitations as the directors may, in their absolute discretion, determine (including, without limitation, excluding the Conflicted Director and any other interested director from certain Board meetings, withholding from him or them certain Board or other papers and/or denying him or them access to certain confidential company information) and such terms, conditions and/or limitations may be imposed at the time of or after the authorisation and may be subsequently varied or terminated; and

(c) in considering any request for authorisation in respect of a Conflict Situation, the directors shall be entitled to exclude the Conflicted Director from any meeting or other discussion (whether oral or written) concerning the authorisation of such Conflict Situation and they shall also be entitled to withhold from such Conflicted Director any Board or other papers concerning the authorisation of such Conflict Situation.

17.2 For the purposes of this Article 17, an interest of a person who is, for any purpose of the 2006 Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the company), connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

17.3 Without requiring authorisation under the provisions of Article 17.1, a director may be or become subject to one or more Conflict Situations as a result of him having a direct or indirect interest in any transaction or arrangement with, holding any office, employment or position with, or having any other direct or indirect interest (including, without limitation, any economic or commercial interest) in any Group Company. For the purpose of this Article 17.3 "**Group Company**" means any subsidiary and subsidiary undertaking of the company, any parent undertaking of the company and any of its subsidiaries or subsidiary undertakings (as such terms are defined in the 2006 Act).

17.4 If any Conflict Situation is authorised or otherwise permitted under these Articles, the Conflicted Director (for as long as he reasonably believes such Conflict Situation subsists):

(a) shall not be required to disclose to the company (including the Board or any committee of it) any confidential information relating to such Conflict Situation which he obtains or has obtained otherwise than in his capacity as a director of the company, if to make such disclosure would give rise to a breach of duty or breach of obligation of confidence owed by him to another person;

(b) shall be entitled to attend or absent himself from all or any meetings of the Board (or any committee of it) at which anything relating to such Conflict Situation will or may be discussed; and

(c) shall be entitled to make such arrangements as he thinks fit to receive or not to receive documents or information (including, without limitation, Board papers (or those of any committee of it)) relating to any such Conflict Situation and/or for such documents or information to be received and read by a professional adviser on his behalf;

and in so doing, such Conflicted Director shall not be in breach of any general duty he owes to the company pursuant to Sections 171 to 177 (inclusive), 2006 Act and the provisions of this Article 17.4 shall be without prejudice to any equitable principle or rule of law which may excuse the Conflicted Director from disclosing information or attending meetings or receiving documents or information, in circumstances where such disclosure, attendance or receipt would otherwise be required under these Articles.

17.5 Where a Conflict Situation has been authorised or is otherwise permitted under these Articles:

(a) the Conflicted Director shall not, by reason of his office, be liable to account to the Company for any dividend, profit, remuneration, superannuation payment or other benefit which he derives from any matter, office, employment or position which relates to such Conflict Situation;

(b) no contract, arrangement, transaction or proposal shall be avoided on the grounds of the Conflicted Director having any interest in the Conflict Situation or receiving any such dividend, profit, remuneration, superannuation, payment or other benefit; and

(c) the receipt of any such dividend, profit, remuneration, superannuation, payment or other benefit so authorised or permitted shall not constitute a breach of the duty not to accept benefits from third parties as set out in Section 176, 2006 Act,

provided the Conflicted Director has disclosed the nature and extent of his interest in the Conflict Situation to the other directors.

18. **Company communications**

18.1 Subject to the provisions of the Acts (and save as otherwise provided in the Articles), any document or information required or authorised to be sent or supplied by the company to any member or any other person (including a director) pursuant to these Articles, the Companies Acts or any other rules or regulations to which the company may be subject, may be sent or supplied in hard copy form, in electronic form, by means of a website or in any other way in which documents or information may be sent or supplied by the company pursuant to the Companies Acts.

18.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

18.3 The company may send or supply any document or information to a member or any other person (including a director) pursuant to these Articles, the Companies Acts or any other rules or regulations to which the company may be subject, either personally, or by post in a prepaid envelope addressed to the member (or such other person) at his registered address or at his address for service, or by leaving it at that address or any other address for the time being notified to the company by the member (or such other person) for the purpose, or by sending or supplying it using electronic means to an electronic address for the time being notified to the company by the member (or such other person) for the purpose, or by any other means authorised in writing by the member (or such other person) concerned.

18.4 Any shareholder present, in person or by proxy at any meeting of the company or of the holders of any class of shares of the company, shall be deemed to have received

due notice of such meeting and, where requisite, of the purposes for which such meeting was called.

18.5 Save as provided otherwise in these Articles, any document or information addressed to a shareholder (or other person to whom such document or information is required or authorised to be sent pursuant to these Articles, the Companies Acts or otherwise) at his registered address or address for service (in the case of a shareholder, in the United Kingdom) or electronic address, as the case may be, shall:

(a) if hand delivered or left at a registered address or other address for service (in the case of a shareholder in the United Kingdom), be deemed to have been served or delivered on the day on which it was so delivered or left;

(b) (if sent or supplied by post (whether in hard copy form or in electronic form), be deemed to have been received at the expiration of 48 hours after the envelope was posted;

(c) if sent or supplied by electronic means (other than by means of website), be deemed to have been received (if sent or supplied between the hours of 9 a.m. and 5 p.m. on a working day) at the time it was sent, or (if sent or supplied at any other time) at 9 a.m. on the next following working day; and

(d) (if sent or supplied by means of a website, be deemed to have been received when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

18.6 A director may agree with the company that documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent.

19. **Indemnity, funding and insurance**

19.1 Subject to (but to the fullest extent permitted by) the provisions of the Companies Acts and without prejudice to any indemnity to which he may otherwise be entitled:

(a) any person who is a director, secretary or other officer (other than any person engaged as auditor) of the company or any associated company (which shall, for the purposes of this Article 19 have the meaning given in Section 256, 2006 Act) may, at the discretion of the Board be indemnified out of the assets of the company against all or any part of any costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution or discharge of his duties or in the actual or purported exercise of his powers in relation to the affairs of the company or associated company, or incurred by him in connection with the company's activities as trustee of any occupational pension scheme (which shall, for the purposes of this Article 19 have the meaning given in Section 235(6), 2006 Act); and

(b) any person who is a director, secretary or other officer (other than any person engaged as auditor) of the company or any holding company (as such is defined in Section 1159 and Schedule 6, 2006 Act) may, at the discretion of the Board be provided with funds to meet any expenditure incurred or to be incurred by him as provided in Sections 205 and 206, 2006 Act (or to enable him to avoid incurring any such expenditure).

19.2 Subject to the provisions of the Companies Acts, the company may (as the directors shall, in their absolute discretion, determine) purchase and maintain, at the expense of the company, insurance for any person who is a director, secretary or other officer (other than any person engaged as auditor) of the company or any associated company in respect of all or any part of any costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution or discharge of his duties or in the actual or purported exercise of his powers in relation to the affairs of the company, or incurred by him in connection with the company's activities as trustee of any occupational pension scheme.

20. **Rights of Holding Company**

20.1 For so long as the company is a subsidiary of the Holding Company, the following provisions shall apply and, to the extent of any inconsistency between this Article and any other provision(s) of these Articles, this Article shall prevail:

(a) the Holding Company may, at any time and from time to time, appoint any person to be a director of the company or remove from office any director of the company howsoever appointed, provided that, in the case of a director holding an executive office, his removal from office shall be deemed to be an act of the company and shall have effect without prejudice to any claim for damages for breach of any contract between him and the company; and

(b) the Holding Company may at any time and from time to time inspect all or any of the accounting records of the company or other books or documents of the company.

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Utilyx Holdings Limited (the "Company")
Level 12, The Shard
32 London Bridge Street
London
SE1 9SG

21 March 2020

Directors of the Company

We, being the sole shareholder of Utilyx Holdings Limited hereby agree to waive the requirement under the Company's articles of association (adopted on 05 March 2010) that a quorum for the transaction of business consist of three directors including one non-executive director. Peter Dickinson is considered a non-executive director, as appropriate, since the date of his appointment on 30 November 2017.

DocuSigned by:
Peter Dickinson
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Director: Peter Dickinson
For and on behalf of Mitie Technical Facilities Management Holdings Limited