

No: 2108774

618

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION
OF


MITIE CLEANING & MAINTENANCE SERVICES LIMITED
(Passed 22nd May 1987)

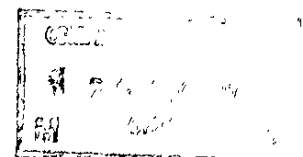
The following Special Resolution having been duly signed by all the Members of the Company on the date specified above has been duly passed as a SPECIAL RESOLUTION:-

SPECIAL RESOLUTION

THAT the regulations contained in the printed document marked "A" annexed hereto and for the purpose of identification signed by Mr J R Wyld be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles thereof.


.....
Rupert G Dewey


.....
Jonathan R Wyld



No: 2108774

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

of

MITIE CLEANING & MAINTENANCE SERVICES LIMITED

(Adopted by Special Resolution passed
on 22nd May 1987)

PRELIMINARY

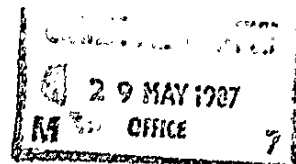
1. (A) The Regulations contained in Table A of the Companies Table A to F Regulations 1985 ("Table A") (as amended) shall apply to the Company save in so far as they are varied or excluded by or are inconsistent with these Articles, and such Regulations (subject as aforesaid) and the Articles hereinafter contained shall be the Articles of Association of the Company.
- (B) Where the context requires words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine.
- (C) In these Articles the expression "the Act" means the Companies Act 1985 but so that 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.

PRIVATE COMPANY

2. The Company is a private company.

SHARE CAPITAL

3. The share capital of the Company at the date of the adoption of these Articles is £200,000 divided into 200,000 ordinary shares of £1 each.



8. (A) (1)

Except as provided in paragraph (A) (8) of this Article any member ("the proposing transferor") desiring to sell, transfer or otherwise dispose of any shares which he holds shall give notice in writing ("the transfer notice") to the Company at its registered office specifying such number of the shares held by him which he desires to sell ("the Shares") the price ("the offer price") (if any) at which the Shares are offered by him and the third party (if any) to whom he proposes to transfer the Shares if they are not purchased by a member pursuant to the following provisions of this Article. A transfer notice shall only be revocable with the consent of the Directors.

(2)

The transfer notice shall constitute the Directors the agents of the proposing transferor for the sale of the Shares and the Directors shall, within seven days of the transfer notice being given to the Company, offer the Shares in writing to the members of the Company other than the proposing transferor in proportion to their holdings. Such offer shall state:

- (i) the number of Shares offered;
- (ii) the offer price, if any;
- (iii) the third party specified in the transfer notice (if any);
- (iv) that, if such offer is not accepted in writing within ninety days, it will be deemed to be declined;
- (v) that, if there be more than one member other than the proposing transferor and any such member to whom such notice is given desires an allotment of Shares in excess of his proportion, he should in his reply state how many excess Shares he desires to have; and
- (vi) that, if there be only one member other than the proposing transferor and the proposing transferor has specified in the transfer notice all the shares now owned by such other

member and such other member claims all those shares, he should in his reply state the name of his nominee to hold one or more of the Shares.

If all such members do not claim their proportions, the unclaimed Shares shall be used in or towards satisfying the claims in excess in the proportions in which such claims are made. If any Shares shall not be capable, without fractions, of being offered to such members in proportion to their existing holdings, the same shall (to the extent that fractions would arise) be offered to such members in such proportions or in such manner as may be determined by lots to be drawn under the direction of the Directors.

- (3) Each member who accepts the offer made under paragraph (A) (2) of this Article may state in his reply that he accepts the offer price, if any. If any member accepting the offer states in his reply that he does not accept the offer price or makes no reference to the offer price or if no offer price was stated by the proposing transferor, the Directors, forthwith upon all the members to whom the offer is made under such paragraph (A) (2) above replying or upon the termination (if earlier) of the period of ninety days referred to in such paragraph (A) (2) above, shall instruct the auditors for the time being of the Company ("the Auditors") to certify the fair price of the Shares ("the fair price"). The fees and expenses of the Auditors shall be paid as to one half by the proposing transferor and as to the balance by those members who have accepted the offer but not the offer price (if any) in proportion to the number of the Shares in respect of which they have respectively accepted the Offer.

- (4) The fair price shall be determined by the Auditors, acting as experts and not as arbitrators without making any allowance or adjustment in respect of the percentage of the issued share capital of the Company represented by the Shares on the basis of the fair value of the business of the Company as a going concern at the date on which the Auditors are instructed to determine the fair price.

- (5) The proposing transferor shall be bound to transfer to each purchaser of the Shares the number of Shares being purchased by him upon payment by such purchaser to the proposing transferor of the offer price or the fair price (as the case may be) which payment shall be made within fourteen days of the acceptance of the offer price, agreement of the fair price or determination of the fair price (as the case may be).
- (6) If in the case the proposing transferor, after having become bound as aforesaid makes default in transferring any Shares, the Directors may receive the purchase money which shall be paid into a separate bank account and the Directors shall within a reasonable period nominate some person to execute an instrument or instruments of transfer of the relevant Shares in the name and on behalf of the proposing transferor and thereafter, when such instrument or instruments have been duly stamped, the Directors shall cause the name of the relevant purchasing member or members to be entered in the Register as the holder or holders of the relevant shares and shall hold the purchase money in trust for the proposing transferor. The receipt of the Directors for the purchase money shall be a good discharge to the relevant purchasing member or members and after his or their names have been entered in the Register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.
- (7) If the Directors shall not find a member or members willing to purchase all the Shares under the foregoing provisions the proposing transferor shall at any time within ninety days afterwards be at liberty to sell and transfer the Shares or so many of them as the Company shall not have found a purchaser or purchasers for as aforesaid, to the third party named in the transfer notice for a cash price payable prior to transfer and being not less than the offer price (if any) or fair price if higher (if any) determined in accordance with the foregoing provisions.
- (8) The foregoing provisions of this Article shall not apply;

- (a) to a transfer of shares by any member to the spouse of such member or to trustees for such member or to a transfer of shares by Robert Thomas Gordon Warren to any son of the said Robert Thomas Gordon Warren;
- (b) to a transfer of shares for the purpose only of effecting the appointment of a new trustee;
- (B) The Directors shall refuse to register any proposed transfer of a share other than a transfer made pursuant to or permitted by paragraphs (A) or (D) of this Article.
- (C) The Directors may decline to register the transfer of a share on which the Company has a lien.
- (D) If any member declines or fails to subscribe for any shares offered to him under Article 4 hereof he shall be deemed to have given a transfer notice to the Company in respect of such shares as are offered to him for subscription and the foregoing provisions of this Article shall apply accordingly save that the offer price shall be deemed to be the subscription price and shall also be deemed to be the fair price on subscription.
- (E) Except as aforesaid, the instrument of transfer of a share shall be signed by or on behalf of the transferor (and in the case of the transfer of a partly paid share also by the transferee) and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. All instruments of transfer when registered, shall be retained by the Company.
- (F) No interest in any share or shares shall be disposed of or created by any means without a transfer of an equivalent number of shares being presented for registration save in circumstances where a transfer of the share or shares concerned would be permitted under the provisions of paragraph (A) of this Article without a member giving a transfer notice.

NOTICE OF MEETINGS

9. Every notice calling a general meeting shall comply with the provisions of Section 372 (3) of the Act as to giving information to members in regard to their right to appoint proxies.

10. In Regulation 32 of Table A the words "ordinary resolution" shall be deemed to be replaced by the words "special resolution".

PROCEEDINGS AT GENERAL MEETINGS

11. All businesses at a general meeting shall be deemed to be special business and shall be notified in the notice convening the Meeting.
12. Clause 40 in Table A shall be read and construed as if the words "at the time when the meeting proceeds to business" were added at the end of the first sentence.
13. (A) If within half an hour of the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the same week, at the same time and place or to such other day and at such other time and place as the Directors may determine. If at any such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved. Clause 41 in Table A shall not apply.
- (B) The Chairman shall not be entitled to a second or casting vote and clause 50 in Table A shall not apply.

DIRECTORS

14. There shall be at least two Directors and the maximum number of Directors shall be determined by the Company in General Meeting.
15. The Directors shall not be required to retire by rotation and clauses 73 and 80 (inclusive) in Table A shall not apply to the Company.
16. No person shall be appointed a Director at any General Meeting unless either:-
- (a) he is recommended by the Directors, or;
 - (b) not less than 14 days nor more than 35 clear days before the date appointed for the General Meeting, notice signed by a member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed.

17. Subject to clause 16 above, the Company may by ordinary resolution in General Meeting appoint any other person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.
18. The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined as the maximum number of Directors for the time being in force.
19. A Director shall automatically retire from office at the Annual General Meeting following his 70th birthday but shall be eligible for re-appointment. If re-appointed the Director shall automatically retire at such subsequent Annual General Meeting but shall continue to be eligible for re-appointment on an annual basis.
20. The Directors may exercise all the powers of the Company to borrow and raise money and to mortgage and charge its undertaking, property and uncalled capital or any part thereof, and subject to Section 80 of the Act, to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
21. A Director who pursuant to Regulations 85 and 86 of Table A has declared at a meeting of the Directors the nature of his interest in a contract, proposed contract or arrangement with the Company shall be entitled to vote in respect of that contract, proposed contract, or arrangement, or upon any matter arising thereout and if he shall do so his vote shall be counted, and he may be taken into account in ascertaining whether or not a quorum is present at the meeting of the Directors or the committee at which the vote is taken.
22. In Regulation 88 of Table A the words "It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom" shall be deemed to be deleted.
23. The Chairman of a meeting of the Directors or of a committee of the Directors shall be elected by all the Directors (and/or their alternates) present at the meeting). The Chairman shall not at any such meeting have a second or casting vote and Regulation 88 of Table A shall be deemed to be modified accordingly.

24. Not less than fourteen days' notice of meetings of the Directors shall be given to each of the Directors at their address in the United Kingdom whether present in the United Kingdom or not and Regulation 88 of Table A shall be deemed to be modified accordingly.
25. Notice of a meeting of the Directors shall include an agenda specifying in reasonable detail the matters to be discussed at the meeting. No business which is not within the direct scope of the agenda shall be put to the vote at such meeting unless all the Directors present otherwise agree.
26. The Directors may grant retirement pensions or annuities or other allowances including allowances on death, to any person or to the widow or widower or dependants of any person, in respect of services rendered by him to the Company as Managing Director or in any other executive office or employment under the Company or indirectly as an executive officer or employee of any subsidiary company of the Company or of its holding company (if any) notwithstanding that he may be or may have been a Director 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 person. Clause 87 in Table A shall not apply.

NOTICES

27. In Regulation 116 of Table A the words "if any, within the United Kingdom" shall be deemed to be deleted.
28. The third sentence of Regulation 112 of Table A shall be deemed to be deleted.

INDEMNITY

29. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which in such capacity he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act, in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution

of the duties of his office or in relation thereto provided that this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act. Article 118 in Table A shall not apply.

WINDING UP

30. In a winding up the liquidator may, with the sanction of an extraordinary resolution, distribute all or any of the assets in specie among the holders in such proportions and manner as may be determined by such resolution, provided always that if any such distribution is proposed to be made otherwise than in accordance with the existing rights of the members, every member shall have the same right of dissent and other ancillary rights as if such resolution were a special resolution passed pursuant to Section 582 of the Act.