

Company no: 4655076

Certified to be a true copy

D. Newley 21/09/06
secretary dated

The Companies Act 1985

Company limited by shares

Articles of Association

of



MITIE Engineering Services (Edinburgh) Limited

(adopted by special resolution dated 30 September 2003)

1. Preliminary

- 1.1 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 these Articles shall be the Articles of Association of the Company.
- 1.2 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.
- 1.3 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 to it as consolidated, amended, modified or re-enacted from time to time.

2. Private company

The Company is a private company.

3. Share capital

- 3.1 The share capital of the Company at the date of the adoption of these Articles is £400,000 divided into 204,000 “A” Ordinary Shares of £1 each (“**A**” Shares”) and 196,000 “B” Ordinary Shares of £1 each (“**B**” Shares”).
- 3.2 The rights attached to the respective classes of shares shall be as follows:

(a) Income¹

Subject to the approval of the board, the profits of the Company available for distribution in respect of any financial year shall be applied:

- (i) first, in paying to the holders of the “A” Shares and the “B” Shares a dividend of such amount as the board shall decide;

¹ Article 3.2(a) amended by Special Resolution on 14 September 2006

- (ii) second, in paying as a cumulative dividend to the holders together of the "A" Shares one-half of the profits of the Company available for distribution (net of any tax that is actually payable) in each financial year less the amount(s) already paid in respect of the "A" Shares under clause (i) together with any arrears of such cumulative dividend unpaid from any previous financial year insofar as there is sufficient profit remaining after the payment in clause (i) ; and
- (iii) third, the balance of the profits available for distribution which are resolved to be distributed shall be distributed among the holders of the "A" Shares and the "B" Shares pari passu as if they constituted one class of share.

Every dividend shall be distributed to the appropriate Shareholders pro rata according to the nominal value of the shares held by them respectively.

- (b) In all other respects the "A" Shares and the "B" Shares shall rank pari passu.

3.3 Unless otherwise agreed in writing by all the members for the time being of the Company entitled to attend and vote at general meetings all unissued shares (whether forming part of the original or any increased capital) shall, before issue, be offered on identical terms to the members in proportion as nearly as circumstances admit (fractions being disregarded) to the amount of the existing issued Ordinary Shares of which they are holders.

3.4 Any such offer shall be made by notice specifying the number and class of shares and the price at which the same are offered which shall as nearly as may be the fair value of the shares at the date of issue valued as a proportion of the value of the whole company and limiting the time (being not less than 28 days unless the member to whom the offer is to be made otherwise agrees) within which the offer, if not accepted, shall be deemed to be declined.

4. **Lien**

Without prejudice to the lien conferred by Regulation 8 of Table A the Company shall have a first and paramount lien on all shares for all moneys presently payable by a member or his estate to the Company. The liens conferred above and by Regulation 8 of Table A shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder of them or one of two or more joint holders.

5. **Calls**

The liability of any member in default in respect of a call shall be increased by the addition in Regulation 15 of Table A of the words "and all expenses that may have been incurred by the company by reason of such non-payment" after the words "(as defined by the Act)" and the words "and expenses" after the words "of the interest" and also by the addition in Regulation 18 of Table A of the words "and all expenses that may have been incurred by the company by reason of non-payment" after the words "together with any interest".

6. **Transfer of Shares**

6.1 For the purpose of Article 3, Article 6 and Article 7, the following definitions shall apply:

"Employee Shareholder" means an employee of the Company or any Group Company who is also a member of the Company.

"Group Companies" means the Company, its Subsidiaries, any holding company of the Company within the meaning of Section 736, Companies Act 1985 and any parent undertaking within the meaning of Section 258, Companies Act 1985 from time to time and any Subsidiary of any such Holding Company.

"Index" means the All Items Index of Retail Prices maintained by the Office for National Statistics (or by any government department upon which the duty to maintain such an index shall have devolved) or any index replacing it.

"Index Linked" means increased annually on 1st April in each year by the same percentage as the Index has increased in the last 12 months, the first such increase to take effect (pro rata if required) on 1st April 2004.

"Profits" means the average annual profits of the Company after taxation for the three years ending on the 31st March immediately preceding the date of a Transfer Notice (and if any accounting period is longer or shorter than 12 months then such adjustments as are reasonable to have it reflect a true 12 months position shall be made to have it reflect a 12 months period) as shown by its audited accounts for those three years, which shall be prepared on the following basis:

- (a) using the same accounting principles and policies as those used for the preparation of MITIE Group PLC's audited accounts;
- (b) valuing work in progress at the amount agreed to be paid by customers or in default of agreement as certified by an independent quantity surveyor;
- (c) after making such adjustment as is appropriate for the increase or decrease in the profit on uncompleted contracts;
- (d) after making such adjustment as is reasonable where work has been invoiced in one accounting period but where such work (or part of it) falls to be undertaken in a prior or subsequent accounting period;
- (e) after making such adjustment as is reasonable where costs have been incurred in one accounting period but where the invoice for such costs (or part of them) is received in another accounting period;
- (f) after deleting any profit resulting directly or indirectly from any dealing by the Company being conducted otherwise than on an arm's length basis;
- (g) after treating any invoice which is more than three months overdue for payment at the date of the preparation of the relevant accounts and which

remains unpaid at the date of a transfer notice (as defined in Article 6.2) and which has not already been provided for as an irrecoverable bad debt;

- 83,000
- (h) after taking into account the annual management charge levied by MITIE being a percentage (but not less than 1%) of the Company's turnover in the relevant year;
 - (i) after taking into account such other annual management charge as may be levied by the divisional administration company or centre;
 - (j) after allowing a minimum of £92,000 Index Linked (or such higher amount as then represents the market rate) plus the bonuses to which they are entitled pursuant to their contracts of employment with the Company, for the remuneration and benefits of the directors of the Company; and
 - (k) if the Company has not complied with its obligations set out in the shareholders' agreement entered into on the date of the adoption of these articles between the shareholders of the Company and the Company then after allowing such additional amount as is reasonable in the circumstances to reflect the additional expenditure that would have been incurred had the Company complied with those obligations.

"Subsidiaries" means any subsidiaries within the meaning of Section 736, Companies Act 1985 and any subsidiary undertakings within the meaning of Section 258, Companies Act 1985 from time to time and "Subsidiary" means any of them.

6.2 Save in respect of transfers of shares to which Article 6.15 applies, any Employee Shareholder ("**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 and class of the shares held by him which he desires to sell ("**the Shares**"), the price ("**the offer price**") 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.

6.3 The transfer notice shall constitute the directors the agents of the proposing transferor for the sale of Shares and the directors shall, within 7 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 and for this purpose "A" Shares and "B" Shares shall be treated equally in all respects as shall the holders of each class of shares. Such offer shall state:

- (a) the number of Shares offered;
- (b) the offer price;
- (c) the third party specified in the transfer notice (if any);
- (d) that, if such offer is not accepted in writing within 90 days, it will be deemed to be declined; and

- (e) that, if there be more than one member other than the proposing transferor and any such member to whom such notice is given desires a transfer of Shares in excess of his proportion, he should in his reply state how many excess Shares he desires to have.

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 will arise) be offered to such members as may be determined by lots to be drawn in respect of each so offered Share under the direction of the directors.

- 6.4 On the first occasion that a proposing transferor serves a transfer notice on or after 31 August 2008 but before 30 September 2013 (other than in accordance with Article 7) the transfer notice must specify a maximum of 80% of the proposing transferor's shareholding at the date of the transfer notice. The proposing transferor may not, other than in accordance with Article 7, serve another transfer notice until 2 years have elapsed since the date of the first transfer notice, and any subsequent transfer notice may refer to all or part of the proposing transferor's shareholding at the date of the subsequent transfer notice.

- 6.5 The offer price for the Shares specified in a transfer notice shall be as follows:

- (a) if the proposing transferor serves the transfer notice prior to 31 August 2008 the offer price shall be the lower of:
 - (i) the price that the proposing transferor paid for them (and for the avoidance of doubt shares acquired first shall be sold first); and
 - (ii) the same proportion of the net asset value of the Company as shown in its most recent accounts as the Shares bear to the entire issued share capital of the Company;
- (b) if the proposing transferor serves the transfer notice on or after 31 August 2008 and before 30 September 2013:
 - (i) the offer price shall be that proportion of the value of all shares in the Company which that number of Shares bears to the total number of all the shares in the Company and the value of all such shares shall be the lesser of:
 - (A) 10 times' the Profits; and
 - (B) the profits of the Company after taxation shown in the profit and loss account of its last published audited accounts (which shall if necessary be adjusted so that they reflect a period of 12 months) multiplied by a figure equal to one half of one point below the price/earnings multiplier quoted by the London Stock Exchange for MITIE Group PLC on the date that the transfer notice is served by the proposing transferor; and

- (c) if the proposing transferor serves the transfer notice after 30 September 2013 the offer price shall be the price that the proposing transferor paid for the Shares specified (and for the avoidance of doubt shares acquired first shall be sold first).
- 6.6 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 which payment shall be made within 14 days of the acceptance.
- 6.7 If in any 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 of members of the Company ("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.
- 6.8 If the directors shall not find a member or members willing to purchase all the Shares under the foregoing provisions within 90 days then the directors shall offer the shares to the employees of the Company in such manner and proportions as the directors shall think fit and shall notify the proposing transferor accordingly and the provisions of this article shall apply mutatis mutandis to all the employees who wish to purchase shares except that the period for the acceptance by the employees who are offered shall be reduced from 90 to 60 days.
- 6.9 If the directors shall not find an employee or employees willing to purchase the balance of any Shares under the foregoing provisions within a further period of 60 days the proposing transferor may not transfer the relevant shares and the directors shall refuse to register any proposed transfer of a share other than a transfer made pursuant to or permitted by paragraphs 6.2 to 6.7 of this Article.
- 6.10 Any member desiring to sell, transfer or otherwise dispose of any shares which he holds constituting less than 5% of the then issued share capital shall give a transfer notice in accordance with Article 6.2 but the transfer notice shall nominate MITIE Group PLC as the transferee and the provisions of paragraphs 6.3, 6.8 and 6.9 of this Article shall not apply to such a transfer.
- 6.11 The directors may decline to register the transfer of a share on which the Company has a lien.
- 6.12 If any member declines or fails to subscribe for any shares offered to him under Article 3.3 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.

- 6.13 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 a 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.
- 6.14 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 paragraphs 6.2 to 6.7 and 6.10 of this Article, without the member giving a transfer notice.
- 6.15 The pre-emption provisions of Articles 6.2 to 6.9 shall not apply to any employee who is about to leave the Company's employment for any reason, or to a deceased employee, where that employee's or deceased employee's shares are to be transferred to his spouse, his child or remoter issue and the transferee is also an employee of a Group Company and in such an instance the provisions of Article 7 shall also not apply.
- 6.16
- (a) If an offer is made by or on behalf of a bona fide arms length purchaser (the "**Offeror**") to acquire all the issued Shares in the capital of the Company at an arms length price (the "**Offer**") and the holders of all of the "A" Shares wish to accept the Offer, then the holders of the "A" Shares shall notify all the holders of the "B" Shares of the fact of the Offer, the identity of the Offeror and the offer price. The offer price for each "B" Share shall be:
 - (i) the consideration to be paid by the Offeror for each "A" Share (excluding any consideration attributable to accruals or arrears of dividends) (the "**Offer Consideration**"); or
 - (ii) the consideration certified by the Company's auditors as not being less favourable than the Offer Consideration.
 - (b) Upon such notification and conditional on acceptance of the Offer by the holders of all of the "A" Shares, the holders of all of the "B" Shares shall:
 - (i) be deemed to have accepted the Offer in accordance with its terms; and
 - (ii) be obliged to deliver to the Offeror or his nominee an executed transfer of the "B" Shares held by him and the certificate(s) in respect of them (or a suitable indemnity in lieu thereof), together with a contract by which the holders of each of the "B" Shares shall agree to sell, with full title guarantee, his "B" Shares to the Offeror.
 - (c) The restrictions on transfer set out in this Article 6 shall not apply to any transfer of shares to an Offeror (or as he may direct) pursuant to the exercise by the holders of the "A" Shares of their rights under this Article 6.16.

- (d) If any holder of "B" Shares does not execute and deliver a transfer in respect of all of his "B" Shares pursuant to Article 6.16(b)(ii), that holder shall be deemed to have irrevocably appointed any person nominated by the holders of the "A" Shares to be his agent and attorney to:
- (i) execute all necessary transfers on his behalf; and
 - (ii) against receipt by the Company (on trust for the holder) of the offer price or any other consideration payable for his "B" Shares, deliver those transfers to the Offeror (or as he may direct).

7. Obligatory transfer of Shares

- 7.1 If an Employee Shareholder ceases to be an employee of the Company and all other Group Companies for any reason other than the reasons set out in Article 7.2 or 7.3 then he shall forthwith upon cessation be deemed to have given a transfer notice in accordance with Article 6.2 (if he holds shares constituting 5% or more of the then issued share capital) or in accordance with Article 6.10 (if he holds shares constituting less than 5% of the then issued share capital) specifying all of the shares in the Company held by him and the provisions of this Article shall likewise apply to any member who is the spouse of an employee (who is not himself or herself an employee) when such member's spouse ceases to be an employee of the Company and all other Group Companies in the circumstances set down in this Article 7.1.
- 7.2 If an Employee Shareholder ceases to be an employee of the Company and all other Group Companies because he or she has attained normal retirement age or because of physical and/or mental incapacity (and in the case of physical and/or mental incapacity he shall produce within 14 days of such cessation to the relevant company certificates from 2 independent medical practitioners that he by reason of such incapacity is unable to perform his duties under his contract of employment with the relevant company and that he is unlikely to be able to resume such duties for a period at least one year) then he shall forthwith upon such retirement or production of medical certificates (as appropriate) be deemed to have given a transfer notice specifying all the shares held by him in accordance with Article 6.2 (if he holds shares constituting 5% or more of the then issued share capital) or in accordance with Article 6.10 (if he holds shares constituting less than 5% of the then issued share capital) and the offer price for such shares shall be the offer price specified in Article 6.5(b) and the provisions of this Article shall likewise apply to any member who is the spouse of an employee (who is not himself or herself an employee) when such member's spouse ceases to be an employee of the Company and all other Group Companies in the circumstances set down in this Article 7.2.
- 7.3 If a member dies testate or intestate then his personal representatives forthwith upon appointment as such shall be deemed to have given a transfer notice in accordance with Article 6.2 (if he holds shares constituting 5% or more of the then issued share capital) or in accordance with Article 6.10 (if he holds shares constituting less than 5% of the then issued share capital) specifying all of the shares held by him, but the offer price shall be the offer price specified in Article 6.5(b) provided that the deceased member acquired his shares 2 years or more before his death.

8. Charging of Shares

No member shall without the prior consent of the board of directors directly or indirectly mortgage, charge, pledge or in any other way encumber all or any of his shares.

9. Notices of meetings

9.1 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.

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

10. Proceedings at general meetings

10.1 All business at a general meeting shall be deemed to be special business and shall be notified in the notice convening the meeting.

10.2 Regulation 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.

10.3 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. Regulation 41 in Table A shall not apply.

10.4 The Chairman shall not be entitled to a second or casting vote and Regulation 50 in Table A shall not apply.

10.5 Any member able to participate in the proceedings of any general meeting by means of a communication device (including, without limitation, a telephone) which allows all members present at that meeting (whether in person or by proxy or by means of such type of communication device) to hear at all times that member and that member to hear at all times all members present who speak shall be deemed to be present at such meeting and shall be counted when reckoning a quorum.

11. Directors

11.1 There shall be at least 3 directors and the maximum number of directors shall be determined by the Company in general meeting.

11.2 The directors shall not be required to retire by rotation and Regulations 73 to 80 (inclusive) in Table A shall not apply to the Company.

- 11.3 No person shall be appointed a director at any general meeting unless he is a shareholder in the Company or an employee of a parent company which owns not less than 51% of the shares in the Company and 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, a 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.
- 11.4 Subject to Article 11.3, the Company may by special 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.
- 11.5 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.
- 11.6 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 each subsequent annual general meeting but shall continue to be eligible for re-appointment on an annual basis.
- 11.7 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 of it, and subject to Section 80 of the Act, to issue debentures, debenture stock and other securities outright or as security for any debt, liability or obligation of the Company or of any third party.
- 11.8 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 there out 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.
- 11.9 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.
- 11.10 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.

- 11.11 Not less than 7 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.
- 11.12 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.
- 11.13 Meetings of the directors may be held by means of a communication device (including a conference telephone or similar equipment) so long as all participants can hear each other. Such meetings shall be as effective as if the directors had met in person and each person so participating in the meeting shall be deemed to be present at the meeting and shall be counted when reckoning a quorum.
- 11.14 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. Regulation 87 in Table A shall not apply.
- 11.15 In addition to the situations set out in Regulation 81 of Table A, the office of director shall be automatically vacated if:
- (a) he is requested to resign by notice in writing addressed to him at his address as shown in the register of directors and signed by all the other directors (without prejudice to any claim for damages which he may have for breach of any contract between him and the Company); or
 - (b) he is convicted of an indictable offence or his conduct (whether or not concerning the affairs of the Company) is the subject of an investigation by an inspector appointed by the Secretary of State or by the Serious Fraud Squad (or any successor body or body equivalent in any foreign jurisdiction) and the directors shall resolve that it is undesirable in the interests of the Company that he remains a director of the Company; or
 - (c) his contract of employment is terminated for any reason; or
 - (d) he has been in breach of any material provision of his contract of employment or engagement with the Company for a period of 30 days after having been given written notice (if the breach is capable of remedy) to rectify the same.

12. Notices

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

13. Indemnity

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 to them, 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 to them provided that this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act. Regulation 118 in Table A shall not apply.

14. Winding up

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 set out in Section 111, Insolvency Act 1986 as if such resolution were a special resolution of the type referred to in Section 111(1), Insolvency Act 1986 which has been passed in the circumstances to which that Section applies.