

**COMPANIES ACT 1985**

**COMPANY LIMITED BY SHARES**

**RENTOKIL INITIAL 2005 plc**

**COMPANY NO. 05393279**

At a general meeting of the Company on 13 April 2005, the following resolutions were passed as ordinary and special resolutions:

**ORDINARY RESOLUTIONS**

1. **THAT** Mr. Brian McGowan, having consented to act, be appointed as an additional director of the Company with effect from the end of the meeting.
2. **THAT** Mr. Douglas Flynn, having consented to act, be appointed as an additional director of the Company with effect from the end of the meeting.
3. **THAT** Mr. Edward Brown, having consented to act, be appointed as an additional director of the Company with effect from the end of the meeting.
4. **THAT** Mr. Ian Harley, having consented to act, be appointed as an additional director of the Company with effect from the end of the meeting.
5. **THAT** Mr. Peter Long, having consented to act, be appointed as an additional director of the Company with effect from the end of the meeting.
6. **THAT** Mr. Paul Mason, having consented to act, be appointed as an additional director of the Company with effect from the end of the meeting.
7. **THAT** Mr. Ronald Spinney, having consented to act, be appointed as an additional director of the Company with effect from the end of the meeting.
8. **THAT** PricewaterhouseCoopers LLP be and is hereby appointed auditors of the Company to hold office from the conclusion of this Meeting until the conclusion of the next General Meeting at which financial statements of the Company are laid before the Company, at a remuneration to be determined by the directors.



## SPECIAL RESOLUTIONS

9. **THAT** conditional on the Scheme becoming effective and the reduction of capital of the Company referred to in resolution 13 below **not** becoming effective, the section 80 amount, as defined in Article 15, be £2,413,909,064 and **that** the prescribed period, as defined in Article 15, for the purposes of Article 13, be the period commencing on the date of this resolution and expiring on the date on which the first annual general meeting of the Company is held.
10. **THAT** conditional on the Scheme becoming effective and the reduction of capital of the Company referred to in resolution 13 below becoming effective, the section 80 amount, as defined in Article 15, be £1,816,466,571 and **that** the prescribed period, as defined in Article 15, for the purposes of Article 13, be the period commencing on the date of this resolution and expiring on the date on which the first annual general meeting of the Company is held.
11. **THAT** conditional on the Scheme becoming effective and the reduction of capital of the Company referred to in resolution 13 below **not** becoming effective, the section 89 amount, as defined in Article 15, shall be £90,521,590 and **that** the prescribed period, as defined in Article 15, for the purposes of Article 13, be the period commencing on the date of this resolution and expiring on the date on which the first annual general meeting of the Company is held.
12. **THAT** conditional on the Scheme becoming effective and the reduction of capital of the Company referred to in resolution 13 below becoming effective, the section 89 amount, as defined in Article 15, be £905,216 and **that** the prescribed period, as defined in Article 15, for the purposes of Article 13, be the period commencing on the date of this resolution and expiring on the date on which the first annual general meeting of the Company is held.
13. **THAT** conditional on the scheme of arrangement under section 425 of the Companies Act 1985 for the reduction and cancellation of the ordinary shares of Rentokil Initial plc in consideration for the issue by the Company to the holders of such shares of the equivalent number of ordinary shares in the capital of the Company (the *Scheme*) becoming effective, the share capital of the Company be reduced by decreasing the nominal value of each ordinary share from 100 pence, or such other nominal amount as may have been otherwise set as the nominal value of such ordinary shares, to 1 penny;
14. **THAT** the Company be and is hereby generally and unconditionally authorised to make market purchases (within the meaning of Section 163(3) of the Companies Act 1985) of its ordinary shares, subject to the following conditions:
  - (a) the maximum number of ordinary shares authorised to be purchased is 181,043,180;

- (b) the minimum price (exclusive of expenses) which may be paid for an ordinary share is 100 pence (being the nominal value of an ordinary share at the date of this Meeting) and, conditional on resolution 13 being passed and the capital of the Company being reduced in accordance with that resolution, the minimum price (exclusive of expenses) which may be paid for an ordinary share is 1 penny (being the proposed nominal value of an ordinary share after that reduction);
- (c) the maximum price (exclusive of expenses) which may be paid for each ordinary share is an amount equal to 105 per cent of the average of the middle market quotations for the ordinary shares as derived from the London Stock Exchange Daily Official List for the five business days immediately preceding the day on which the share is contracted to be purchased;
- (d) this authority shall expire at the close of the first annual general meeting of the Company or 18 months from the date of this resolution (whichever is earlier); and
- (e) a contract to purchase shares under this authority may be made prior to the expiry of this authority, and concluded in whole or in part after the expiry of this authority.

15. **THAT** the Company's Articles of Association be altered by deleting the existing Article 137 and replacing it with the following:

"137(A) Subject as hereinafter provided and to the provisions of the Act, the board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or part thereof and to issue bonds, notes or similar debt instruments and other securities.

(B) The board shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiaries so as to secure (as regards subsidiaries, so far as by such exercise it can secure) that, save with the previous sanction of an ordinary resolution of the Company, no money shall be borrowed if the aggregate principal amount (including any premium payable on final repayment) outstanding of all moneys borrowed by the Company and its subsidiaries (the Group and member of the Group shall be construed accordingly) then exceeds or would, as a result of such borrowing, exceed the higher of:

- (a) £3,000,000,000; and
- (b) an amount equal to two times the aggregate of:
  - (i) the amount paid up on the share capital of the Company; and
  - (ii) the total of the capital and revenue reserves of the Company (including any share premium account, capital redemption

reserve or other reserve and debit or credit balance on its profit and loss account),

all as shown in the then latest audited unconsolidated balance sheet of the Company, but adjusted as may be necessary in respect of any variation in the paid up share capital or share premium account of the Company since the date of its latest audited balance sheet.

(C) A certificate or report by the auditors as to any amount required to be determined for the purpose of this Article, or to the effect that the limit imposed by this Article has not been or will not be exceeded, at any particular time or times, shall be conclusive evidence of such amount or fact for the purposes of this Article. Nevertheless, for the purposes of this Article, the board may at any time act in reliance on a bona fide estimate of all or any of the amounts required to be determined for the purposes of this Article and if in consequence the limit referred to in paragraph (B) above were inadvertently to be exceeded, an amount borrowed equal to the excess may be disregarded until the expiration of three months after the date on which by reason of a determination of the auditors or otherwise the board became aware that such limit had been exceeded.

(D) For the purposes of this Article, "moneys borrowed" or similar expression means the aggregate of the following: (i) outstanding principal amounts of all borrowings of the Group (ii) monies otherwise raised by the Group by way of acceptance credits (iii) the outstanding principal amount of the issue of any debenture, bond, note, loan stock or other security (iv) the aggregate amount of all guarantees, indemnities and other assurances against financial loss given by the Group to secure similar liabilities of any person not a member of the Group (v) the capitalised element of indebtedness under a finance lease or capital lease (vi) the outstanding principal amount of all moneys owing in connection with the sale or discounting of receivables (otherwise than on a non-recourse basis) (vii) the outstanding principal amount of any indebtedness arising from any deferred purchase agreements arranged primarily as a method of raising finance or financing the acquisition of an asset (viii) any fixed or minimum premium payable (as shown by the then latest audited consolidated balance sheet of the Group) on the repayment or redemption at its stated maturity of any instrument referred to in paragraph (iii) above; and (ix) the outstanding principal amount of any indebtedness arising in connection with any other transaction (including any forward sale or purchase agreement) which has the commercial effect of a borrowing; less

- (a) any cash in hand of any member of the Group;
- (b) cash and/or deposit balances of any member of the Group with banks (whether situated in the UK or outside the UK where the remittance of the cash balances to the UK is not prohibited by any law, regulation, treaty or official directive; however, if the remittance of such cash is prohibited it shall nonetheless be deducted from amounts borrowed but only to the extent that it may be set off against or act as security for the

aggregate of any outstanding principal amounts and any amounts guaranteed referred to above);

- (c) the value of any certificates of deposit or similar instruments beneficially owned by any member of the Group, in each case for a term not exceeding 12 months, with a rating from Standard & Poor's Ratings Service, a division of The McGraw-Hill Companies, Inc., of at least A-1 or the equivalent thereof or from Moody's Investors Service Limited of at least P-1 or the equivalent thereof;
- (d) the market value of any government gilt, treasury bill or similar instrument beneficially owned by any member of the Group, in each case with a remaining maturity not exceeding fifteen years and with a rating from Standard & Poor's Ratings Service, a division of The McGraw-Hill Companies, Inc., of at least AA or the equivalent thereof or from Moody's Investors Service Limited of at least Aa or the equivalent thereof;
- (e) cash deposited by any member of the Group as security for any borrowing or liability;
- (f) moneys borrowed by any member of the Group for the purpose of financing any contract in respect of which any part of the price receivable under the contract by the Group is guaranteed or insured by the Export Credits Guarantee Department of the Department of Trade and Industry or by any other governmental department or agency fulfilling a similar function up to an amount equal to that part of the price receivable under the contract which is so guaranteed or insured; and
- (g) moneys borrowed by any member of the Group for the purpose of repaying the whole or any part of any other moneys borrowed and then outstanding and applied for that purpose within six months of such borrowing;
- (h) moneys borrowed by any member of the Group at the time it becomes a subsidiary of the Company and for a period of six months thereafter;
- (i) moneys borrowed remaining secured on any asset acquired by a member of the Group at the time of such acquisition and for a period of six months thereafter,

all as determined in accordance with International Financial Reporting Standards and generally accepted accounting principles in England and Wales, as appropriate.

(E) No debt incurred or security given in respect of moneys borrowed or to be taken into account as moneys borrowed in excess of the limit referred to in paragraph (B) shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the debt

was incurred or security given that the limit hereby imposed had been or was thereby exceeded, but no lender or other person dealing with the Company shall be concerned to see or enquire whether such limit is observed.

(F) For the purpose of determining whether the limit imposed by this Article has been exceeded, the principal amount of any moneys borrowed expressed in a currency other than sterling shall be translated into sterling on the basis adopted for the translation of borrowings in the latest published audited consolidated accounts of the Company and no account shall be taken of subsequent fluctuations in the rates between sterling and the currency or currencies of the relevant moneys borrowed.

(G) Notwithstanding any provision contained in this Article no account shall be taken of any amount more than once in the determination of the amount of moneys borrowed in relation to the limits set out in this Article. If, in the determination of any such amount, the provisions of this Article may be applied to produce more than one amount, that provision which produces the higher amount shall apply to the exclusion of the other or others.

(H) Until an audited balance sheet of the Company shall have been audited and approved by the board, the restriction in sub paragraph (B)(b) shall not apply and, until such time, the words "the higher of" after "exceed" in paragraph (B) and the word "and" in sub paragraph (B)(a) shall also be treated as if they did not apply."

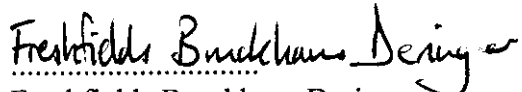
16. **THAT** the Company's Articles of Association be altered by deleting the existing sub-paragraph (a) of Article 17(A) and replacing it with the following sub-paragraph (a):

"a holder of a Redeemable Preference Share shall be entitled, in priority to all other classes of share in issue from time to time, to be paid out of profits of the Company available for distribution a cumulative dividend per Redeemable Preference Share, payable on 1 January annually at a rate *per annum* equal to 2 per cent. of its paid up nominal value (*pro rate temporis*, in the case of a period of less than a year) but with no other right to be paid out of profits of the Company."

17. **THAT** all the resolutions of the shareholders of the Company from the date of incorporation of the Company up to and including 13 April 2005 be and are hereby ratified including, without prejudice to the generality of the foregoing, any resolutions relating to the allotment of shares in the capital of the Company.

18. **THAT** all the resolutions and acts of the directors (other than acts committed in breach of a fiduciary duty) from the date of incorporation of the Company up to and including 13 April 2005 be and are hereby ratified including, without prejudice to the generality of the foregoing, any resolutions relating to the allotment of shares in the capital of the Company.

19. **THAT** conditional upon the Scheme becoming effective, the name of the Company be changed to Rentokil Initial plc.

  
Freshfields Bruckhaus Deringer  
on behalf of Rentokil Initial 2005 plc

Presented by:  
Freshfields Bruckhaus Deringer  
65 Fleet Street  
London EC4Y 1HS  
(Reference: WPLL/PPJ)