

Company No 6038345

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**  
(Section 288 Companies Act 2006)

SATURDAY



A24 10/05/2008 258  
COMPANIES HOUSE

of

**GB GROUP HOLDINGS LIMITED (the "Company")**

Dated: 7<sup>th</sup> March 2008

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that:

- Resolution 1 is passed as a special resolution; and
- Resolutions 2 and 3 are passed as ordinary resolutions

(the "Resolutions"),

**SPECIAL RESOLUTION**

- 1 The articles of association document annexed to this written resolution (the "New Articles") be adopted as the articles of association of the Company

**ORDINARY RESOLUTIONS**


- 2 The issued ordinary shares and unissued ordinary shares of £1 each be reclassified as A ordinary shares of £1 each having the same rights as that contained in the New Articles
- 3 The authorised share capital of the Company be increased to 5,315,811 by the creation of 319,900 A shares, 4,815,811 B shares, 80,000 C shares and 100,000 D shares having the rights set out in the New Articles

**AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the Resolutions

The undersigned, being all the members of the Company who are entitled to vote on the above resolution on the date of circulation of the resolution, hereby irrevocably agree to the Resolutions

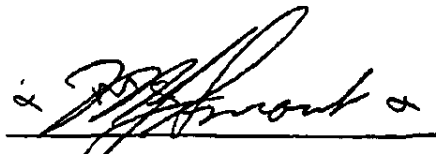
Company No 6038345

  
Peter Charles Stone

Date 7 March 2008

  
Michael Richard Lethaby

Date 7 March 2008

  
Martin John Smout

Date 7 March 2008

7 March 2008

2008

## NOTES

1. If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods
  - 1 1 By Hand, delivering the signed copy to Mike Lethaby
  - 1 2 Post returning the signed copy by post to Grosvenor House 4-7 Station Road, Sunbury on Thames, Surrey, TW16 6SB
  - 1 3 Fax faxing the signed copy to 01932 733901 marked "For the attention of Mike Lethaby
  - 1 4 E-mail by attaching a scanned copy of the signed document to an e-mail and sending it to MLethaby@GB-Building.co.uk

If you do not agree to the Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply

- 2 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement
- 3 Unless, by 4 April 2008, sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date
- 4 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power

Company No: 06038345

THE COMPANIES ACT 2006  
COMPANY LIMITED BY SHARES

*Amended*  
**New Articles of Association**

(Adopted by Written Resolution dated 7 March 2008 (2008))

of

**GB Group Holdings Limited**

Incorporated: 29 December 2006

Ref AXS/TLM/65354/4544087\_6

## I. PRELIMINARY

### 1.1 In these Articles the following words and expressions have the following meanings

1985 Act	the Companies Act 1985 and every statutory modification or re-enactment of such Act for the time being in force
2006 Act	the Companies Act 2006,
2012 First Stage Proceeds	as such expression is defined in Article 232(c),
2012 Second Stage Proceeds	as such expression is defined in Article 232(d),
2012 Third Stage Proceeds	as such expression is defined in Article 232(e),
Adoption Date	the date on which the Company adopts these Articles,
'A' Member	any person holding 'A' Ordinary Shares from time to time,
'A' Ordinary Shares	'A' ordinary shares of £1 each in the capital of the Company having the rights and restrictions as set out in these Articles,
Agreed Sale Price	as such expression is defined in Article 5153,
Auditors	the Companies Act 2006 as such expression is defined in Article 591;
'B' Member	any person holding 'B' Ordinary Shares from time to time,
'B' Ordinary Shares"	'B' ordinary shares of £1 each in the capital of the Company having the rights and restrictions as set out in these Articles,
Bad Leaver	a Manager who ceases to be an employee of GBBSL (and does not remain as an employee of any other Group Company) either (a) where such Manager is lawfully dismissed on the grounds of gross misconduct or (b) having resigned in circumstances not amounting to constructive dismissal or (c) where such Manager is otherwise dismissed and such dismissal is either agreed in writing by the Manager or found by a Court or employment tribunal (including on appeal) not to be either a wrongful dismissal or not to have been an unfair dismissal under section 98(1) of the Employment Rights Act 1996. A Manager

	shall be deemed to be a Bad Leaver in relation to (c) above unless he shall have commenced appropriate proceedings seeking such a finding within three (3) months after the date of termination of his employment,
Base Percentage Voting Rights	as such expression is defined in Article 2 4 2,
Board	the board of directors of the Company from time to time,
Business Day	a day (other than a Saturday or Sunday) on which banks are open for ordinary face to face banking business in London;
'C' Member	any person holding 'C' Ordinary Shares from time to time,
'C' Ordinary Shares	'C' ordinary shares of £1 each in the capital of the Company having the rights and restrictions as set out in these Articles,
Called Members	as such expression is defined in Article 5 15 3,
'C' Member Sale Price	as such expression is defined in Article 7 1 8,
'C' Member Sale Shares	as such expression is defined in Article 7 1 1,
'C' Member Subscription Price	such sum paid by a 'C' Member as the subscription price or the transfer price for the 'C' Ordinary Shares held by him,
'C' Member Transfer Event	as such expression is defined in Article 7 1 1,
'C' Member Transfer Notice	as such expression is defined in Article 7 1 1,
Called Shares	as such expression is defined in Article 5 15 3,

as such expression is defined in Article 7 1 1,

Ordinary Shares held by him,

as such expression is defined in Article 7 1 1,

as such expression is defined in Article 7 1 1,

Capital Distribution

the element of any dividend or distribution declared by the Company

- (i) in any financial year which alone or when taken with all other dividends or distributions previously declared by the Company in that financial year is in excess of £1,000,000, or
- (ii) which alone or when taken with all other dividends or distributions previously declared by the Company is in excess of £5,000,000 and for the avoidance of doubt, shall include the full amount of any dividends or distributions of whatever amount declared by the Company after such cumulative total of £5,000,000 has been reached,

Change of Control

a change of control within the meaning of s 839 of the Income and Corporation Taxes Act 1988

Chairman

the chairman of the Company for the time being

Connected Person

in relation to a Member or Director any person connected with him as determined in accordance with s 839 of the Income and Corporation Taxes Act 1988 (subject to the deletion of the words from "Except" to "Arrangements" in sub-section (4) thereof), previously declared by the Company

'D' Member

any person holding 'D' Ordinary Shares from time to time,

'D' Member Bad Leaver

means any 'D' Member who becomes a Leaver and who is not a 'D' Member Good Leaver, as determined by the Company

'D' Members Coupon

£5,000,000  
such sum as equates to interest accruing on the 'D' Share Subscription Price in respect of the 'D' Ordinary Shares allotted and issued or transferred to a 'D' Member at the rates and in the manner set out below, commencing on the date of the relevant allotment and issue or transfer of such Shares, and ending on the date of the relevant Exit or where the relevant 'D' Member is a 'D' Member Good Leaver, the date on which completion of the transfers of his Shares takes place

(a) during the period from the Adoption Date up to and including the date immediately preceding the date of the fifth anniversary of the Adoption Date at the rate of 15% per annum, such interest to accrue daily and to be compounded annually;

(b) during the period from the date of the fifth anniversary of the Adoption Date up to and including the date immediately preceding the date of the tenth anniversary of the Adoption Date, at the rate of 10% per annum on the 'D' Share Subscription Price and the interest accrued thereon pursuant to paragraph (a) above, such interest to accrue daily basis and to be simple interest,

(c) during the period thereafter, at the rate of 2% per annum over the base rate of the Bank of England from time to time on the 'D' Share Subscription Price and the interest accrued thereon pursuant to paragraphs (a) and (b) above, such interest to accrue daily basis and to be simple interest,

'D' Members Fixed Return

a sum equal to the aggregate of the relevant 'D' Share Subscription Price and the 'D' Members Coupon,

'D' Member Good Leaver

means any 'D' Member who becomes a Leaver as a result of

(a) death;  
(b) permanent incapacity due to ill health save where that ill health arises as a result of an abuse of alcohol or drugs,

(c) being made redundant,

(d) retiring at the age of 65 or over,

(e) he is dismissed in circumstances where an employment tribunal determines (after all appeals processes have been exhausted) or where GBSL agrees that he has been unfairly dismissed (other than unfair dismissal relating to failure to follow or comply with a fair and proper



procedure) and for the avoidance of doubt, this does not include where GBBSL has grounds for dismissal but prior to exercise of any rights of dismissal, the 'D' Member resigns and/or signs a compromise agreement, or

- (f) or where the board of GBBSL otherwise decides that such 'D' Member is a 'D' Member Good Leaver,

provided always that the determination of whether a 'D' Member is a 'D' Member Good Leaver or 'D' Member Bad Leaver shall be determined by the board of GBBSL whose decision shall be final and binding on such 'D' Member,

'D' Member Sale Shares	as such expression is defined in Article 7 2 1,
'D' Member Transfer Event	as such expression is defined in Article 7 2 1,
'D' Member Transfer Notice	as such expression is defined in Article 7 2 1,
'D' Ordinary Shares	'D' ordinary shares of £1 each in the capital of the Company having the rights and restrictions as set out in these Articles,
'D' Share Subscription Price	the subscription price of the D Ordinary Shares held by a 'D' Member,
Directors	the directors of the Company for the time being,
Distributable Proceeds	in relation to any liquidation or winding-up of the Company or other return of capital, the assets of the Company available for distribution to Members remaining after payment of all other prior ranking debts and liabilities of the Company (and of the costs, charges and expenses of any such liquidation, winding-up or other return of capital),
Drag Along Notice	as such expression is defined in Article 5 15 3,
Drag Along Option	as such expression is defined in Article 5 15 1,
Exit Proceeds	the Company having the as such expression is defined in Article 5 18 1,
EBT	the employee benefit trust to be established by the Company or a Group Company,

in relation to any liquidation or winding-up of the Company or other return of capital, the assets of the Company available for distribution to Members remaining after payment of all other prior ranking debts and liabilities of the Company (and of the costs, charges and expenses of any such liquidation, winding-up or other return of capital),

Emoluments	all salaries, bonuses, fees, commissions, pension contributions, benefits in kind and all items of value (but excluding dividends) paid or payable any Group Company to any relevant person, their family members and others on behalf of such persons or their family members,
Enquiry	as such expression is defined in Article 9 1,
Exit	a Share Sale or a Listing,
Fair Value	as such expression is defined in Article 5 9 1,
Family Trust	as such expression is defined in Article 5 5 2,
First Stage Proceeds	as such expression is defined in Article 2 3 1(b),
Founder Manager	Peter Charles Stone, Michael Richard Lethaby and Martin John Smout,
Further Enquiry	as such expression is defined in Article 9 2,
GBBSL	GB Building Solutions Limited, a company registered in England and Wales under company number 5419658, and having its registered office at Grosvenor House, 4-7 Station Road, Sunbury on Thames, Surrey TW16 6SB,
Gleeson	MJ Gleeson Group Plc, a company registered in England and Wales under company number 479529, and having its registered office at Integration House, Rye Close, Ancells Business Park, Fleet, Hampshire GU51 2QG,
Gleeson Aggregate Return	as such expression is defined in Article 2 3 2(b),
Gleeson Director	as such expression is defined in Article 12 2,
Gleeson Equity Return	as such expression is defined in Article 2 3 2(a),
Gleeson Group	Gleeson and its subsidiaries and subsidiary undertakings from time to time, and references to "Gleeson Group Company" and "member(s) of the Gleeson Group" shall be construed accordingly,
Good Leaver	any Leaver who is not a Bad Leaver,

Gleeson Threshold

as such expression is defined in Article 231(a).

Group Company

the Company and its Subsidiaries or, as the case may be, the Company, any parent undertaking of the Company and any other subsidiary undertaking of any such parent undertaking from time to time and references to "Group Company" shall be construed accordingly.

Intended Transferee

as such expression is defined in Article 5.13,

Leaver

any Manager and, where applicable, any 'C' Member and/or any 'D' Member who ceases to be an employee of GBSL (and does not remain an employee of any other Group Company).

Leaver Transfer Notice

as such expression is defined in Article 611;

Leaver Sale Shares

as such expression is defined in Article 611,

Listing

as such expression is defined in Article 611, the admission of all of the Company's issued equity share capital to the Official List of the UK Listing Authority becoming effective and the admission of that share capital to trading on the London Stock Exchange plc becoming effective, the admission to trading or dealings for all the Company's issued equity share capital on the AIM Market of the London Stock Exchange plc or any other market for listed securities which is a Recognised Investment Exchange (as defined in the Financial Services and Markets Act 2000),

Managers

Peter Charles Stone, Michael Richard Lethaby and Martin John Smout and any Replacement Manager who is also a holder of 'A' Ordinary Shares.

Members

the members of the Company or any of them as the context shall provide.

Observer

the Chief Executive Officer, Finance Director or Chairman of Gleeson or any other person nominated by Gleeson subject to the consent of the Board, such consent not to be unreasonably withheld or delayed.

Offer Notice

on the London Stock Exchange as such expression is defined in Article 5.81;

Other Members

as such expression is defined in Article 5.15.1;

Permitted Transfer	a transfer of shares in the Company made to a Permitted Transferee,
Permitted Transferee	a Gleeson Group Company, Privileged Relation or Family Trust,
Price	as such expression is defined in Article 5 15 2,
Privileged Relation	as such expression is defined in Article 5 5 1,
Proposing Transferor	as such expression is defined in Article 5 7,
Purchasing Manager	as such expression is defined in Article 5 7,
Recipient	as such expression is defined in Article 9 1;
Replacement Manager	as such expression is defined in Article 6 2 1,
Revenue Distribution	means any dividend or distribution declared by the Company in any financial year up to and including the aggregate amount of £1,000,000 excluding any dividend or distribution (or part thereof) which constitutes a Capital Distribution,
Shares	means the 'A' Ordinary Shares, the 'B' Ordinary Shares, the 'C' Ordinary Shares and the 'D' Ordinary Shares or any of them as the context so requires and any other classes of shares in the capital of the Company for the time being in issue,
Sale Notice	as such expression is defined in Article 5 10,
Sale Price	as such expression is defined in Article 6 3,
Sale Shares	as such expression is defined in Article 5 7,
Second Stage Proceeds	as such expression is defined in Article 2.3.1(c),
Secretary	the secretary of the Company for the time being,
Senior Employee	an employee of any Group Company whose basic remuneration exceeds £50,000,
Share Sale	the sale of the whole of the issued equity share capital of the Company to a single buyer or to one or more buyers as part of a single transaction,
Subsidiary	each subsidiary or subsidiary undertaking of the Company from time to time (to the extent as such expression is defined in Article 2.3.1(c)),

such subsidiary or subsidiary undertakings exist);

Table A

Table A in the Companies (Tables A-F) Regulations 1985 as amended by the Companies (Tables A-F) (Amendment) Regulations 1985, the Companies (Tables A-F) (Amendment) Regulations 2007 and the Companies (Tables A-F) (Amendment) (No 2) Regulations 2007,

Third Party

a person or persons other than an existing Member,

Third Stage Proceeds

as such expression is defined in Article 231(d),

Transfer Event

as such expression is defined in Article 611,

Transfer Notice

a notice of desire to transfer shares given or deemed to be given pursuant to Article 57,

Vendors

as such expression is defined in Article 5151

- 12 The regulations contained in or incorporated in Table A shall apply to the Company save insofar as they are excluded or varied or are inconsistent with the articles contained in this document. Such regulations (save as so excluded varied or inconsistent) and the articles contained in such document shall be the articles of association of the Company and shall be referred to as "these Articles"
- 13 Regulations 73-80 (inclusive), 85, 86, 87, 94-98 (inclusive), 110 and 118 of Table A shall not apply to the Company
- 14 The headings in these Articles are for convenience only and shall be ignored in construing the language or meaning of these Articles
- 15 Words importing the singular number only shall include the plural numbers and vice versa, words importing the masculine gender only shall include the feminine gender, and words importing persons shall include corporations
- 16 For so long as they remain the holders of 'A' Ordinary Shares, references in these Articles to "Gleeson" and "Managers" shall be references to those persons defined above.
- 17 Where Gleeson as defined above has transferred all or any part of its Shares, then references in these Articles to "Gleeson" shall be references to the relevant transferee(s) of the relevant Shares and for the avoidance of doubt, following such transfer, any payments to be made to Gleeson (including any payments pursuant to Article 23 and shall be made to Gleeson (if applicable) and such transferee or transferees pro rata to the relevant Shares held between them. Furthermore all other rights and obligations in respect of the relevant Shares shall also transfer to the relevant transferee(s).
- 18 Where a "Manager" as defined above has transferred all or any part of his Shares, then references in these Articles to "Manager" shall be references to the relevant transferee(s) of the relevant Shares and for the avoidance of doubt, following such transfer, any payments to

be made to such Manager (including any payments pursuant to Articles 23 and shall be made to the Manager (if applicable) and such transferee or transferees pro rata to the relevant Shares held between them. Furthermore all other rights and obligations in respect of the relevant Shares shall also transfer to the relevant transferee(s).

## 2. SHARE CAPITAL

### 2.1 General

2.1.1 The Company is a private company. No invitation or offer shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of the Company, nor shall the Company allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of these shares or debentures being offered for sale to the public.

2.1.2 The authorised share capital of the Company at the date of adoption of these Articles is ~~25,395,811~~ divided into ~~25,315,811~~

- (a) ~~320,000~~ 400,000 'A' Ordinary Shares,
- (b) 4,815,811 'B' Ordinary Shares,
- (c) 80,000 'C' Ordinary Shares, and
- (d) 100,000 'D' Ordinary Shares.

2.1.3 The rights and restrictions attaching to the respective classes of share shall be as set out in the following Articles.

### 2.2 Distributions

2.2.1 Any Revenue Distributions which the Company may determine to distribute in respect of a financial year shall be distributed amongst the holders of the 'A' Ordinary Shares as follows:

- (a) to Gleeson (or to the transferee or transferees of the 'A' Ordinary Shares held by Gleeson, and if more than one transferee, proportionately between them) – 40%, and
- (b) to the Managers (or to the transferee or transferees of the 'A' Ordinary Shares held by the Managers, and if more than one transferee, proportionately between them) – 60%.

2.2.2 Any Capital Distributions which the Company may determine to distribute shall be distributed amongst the holders of 'A' Ordinary Shares as if it was a distribution of Exit Proceeds under Article 5.18.1 and any subsequent Capital Distribution or distribution of Exit Proceeds or Distributable Proceeds payable to the holders of 'A' Ordinary Shares will be adjusted as if the relevant Capital Distribution represented an advance payment of such subsequent Capital Distribution or distribution of Exit Proceeds or Distributable Proceeds.

2.2.3 The 'B' Ordinary Shares, the 'C' Ordinary Shares and the 'D' Ordinary Shares will not confer on the holders of such shares any right to participate in the profits of the Company.

23 Capital

On a return of assets on a winding-up of the Company or other return of capital, then notwithstanding anything to the contrary in the terms and conditions of any documentation required to effect such return of capital the Distributable Proceeds shall be applied in the following manner and order of priority

23.1 during the period up to and including 30 June 2012

- (a) first, in paying to Gleeson (or member of the Gleeson Group as applicable) in respect of its holding of B Ordinary Shares the sum of £4,815,811 (being the aggregate amount paid up or credited as being paid up in respect of its 'B' Ordinary Shares (the "Gleeson Threshold")),
- (b) secondly, the amount of Distributable Proceeds between the Gleeson Threshold and the next £1,000,000 (the "First Stage Proceeds") will be paid to the Members in the following proportions:
  - (i) to Gleeson (or member of the Gleeson Group as applicable) in respect of its holding of 'A' Ordinary Shares – 50%, and
  - (ii) to the Managers and those Members holding 'C' Ordinary Shares – 50% to be distributed pro rata to their respective holdings of 'A' Ordinary Shares and 'C' Ordinary Shares,
- (c) thirdly, the amount of Distributable Proceeds between the First Stage Proceeds and the next £9,000,000 (the "Second Stage Proceeds") will be paid to the Members in the following proportions:
  - (i) to the Gleeson (or member of the Gleeson Group as applicable) in respect of its holding of 'A' Ordinary Shares – 50%,
  - (ii) to those Members holding 'D' Ordinary Shares – the 'D' Members Fixed Return, and
  - (iii) to the Managers and those Members holding 'C' Ordinary Shares – 50% (less the 'D' Members Fixed Return) to be distributed pro rata to their respective holdings of 'A' Ordinary Shares and 'C' Ordinary Shares,
- (d) fourthly, the amount of Distributable Proceeds between the Second Stage Proceeds and the next £10,000,000 (the "Third Stage Proceeds") will be paid to the Members of the Company in the following proportions:
  - (i) to Gleeson (or member of the Gleeson Group as applicable) in respect of its holding of 'A' Ordinary Shares – 25%, and
  - (ii) to the Managers and those Members holding 'C' Ordinary Shares – 75% to be distributed pro rata to their respective holdings of 'A' Ordinary Shares and 'C' Ordinary Shares,
- (e) fifthly, a sum equal to 25% (or such other percentage as the Managers may in their absolute discretion determine) of any amount in excess of the Distributable Proceeds paid under Articles 23.1(a) to 23.1(d) (inclusive)

above less the 'D' Members Fixed Return will be paid to those Members holding 'D' Ordinary Shares to be distributed pro rata to their respective holdings of 'D' Ordinary Shares, and

- (f) sixthly, all remaining Distributable Proceeds will be paid to the Managers and those Members holding 'C' Ordinary Shares to be distributed pro rata to their respective holdings of 'A' Ordinary Shares and 'C' Ordinary Shares,

2.3.2 during the period from and including 1 July 2012 to the date of such winding-up of the Company or other return of capital taking place

- (a) first, in paying to Gleeson (or member of the Gleeson Group as applicable) in respect of its holding of B Ordinary Shares the sum of £4,815,811 (being the aggregate amount paid up or credited as paid up in respect of its 'B' Ordinary Shares (the "Gleeson Equity Return")),

- (b) secondly, in paying to Gleeson (or member of the Gleeson Group as applicable) a priority return of 5% per annum to accrue on a daily basis of £4,815,811 (compounded annually) calculated for the period of 1 July 2012 to the date of such winding-up of the Company or other return of capital taking place less the aggregate amount of all Revenue Distributions paid to Gleeson (or member of the Gleeson Group as applicable) by the Company (together with the Gleeson Equity Return being the "Gleeson Aggregate Return").

- (c) thirdly, the amount of Distributable Proceeds between the Gleeson Aggregate Return and the next £1,000,000 (the "2012 First Stage Proceeds") will be paid to the Members in the following proportions:

- (i) to Gleeson (or member of the Gleeson Group as applicable) in respect of its holding of 'A' Ordinary Shares - 50%, and
- (ii) to the Managers and those Members holding 'C' Ordinary Shares - 50% to be distributed pro rata to their respective holdings of 'A' Ordinary Shares and 'C' Ordinary Shares;

- (d) fourthly, the amount of Distributable Proceeds between the 2012 First Stage Proceeds and the next £9,000,00 (the "2012 Second Stage Proceeds") will be paid to the Members of the Company in the following proportions:

- (i) to Gleeson (or member of the Gleeson Group as applicable) in respect of its holding of 'A' Ordinary Shares - 50%, and
- (ii) to those Members holding 'D' Ordinary Shares - the 'D' Members Fixed Return, and
- (iii) to the Managers and those Members holding 'C' Ordinary Shares - 50% (less the 'D' Members Fixed Return) to be distributed pro rata to their respective holdings of 'A' Ordinary Shares and 'C' Ordinary Shares,

- (e) fifthly, the amount of Distributable Proceeds between the 2012 Second Stage Proceeds and the next £10,000,000 (the "2012 Third Stage Proceeds") will be paid to the Members of the Company in the following proportions:

and those Members holding 'C' Ordinary Shares

distributed pro rata to their respective

holdings of 'A' Ordinary Shares and 'C' Ordinary Shares

the

the



- (i) to Gleeson (or member of the Gleeson Group as applicable) in respect of its holding of 'A' Ordinary Shares – 15%, and
  - (ii) to the Managers and those Members holding 'C' Ordinary Shares – 85% to be distributed pro rata to their respective holdings of 'A' Ordinary Shares and 'C' Ordinary Shares;
- (f) sixthly, any amount in excess of the Distributable Proceeds paid under Articles 2.3.2(a) to 2.3.2(e) (inclusive) will be paid to the Members of the Company in the following proportions
- (i) to Gleeson (or member of the Gleeson Group as applicable) in respect of its holding of 'A' Ordinary Shares – 15%,
  - (ii) to those Members holdings 'D' Ordinary Shares pro rata to their respective holdings of D Ordinary Shares – a sum equal to 25% less the 'D' Members Fixed Return, and
  - (iii) to the Managers and those Members holding 'C' Ordinary Shares to be distributed pro rata to their respective holdings of 'A' Ordinary Shares and 'C' Ordinary Shares – the balance of all remaining Exit Proceeds

## 24 Voting

### 24.1 'A' Ordinary Shares

- (a) Members holding 'A' Ordinary Shares shall be entitled to receive notice of any general meeting of the Company and shall be entitled to attend and vote at such meeting
- (b) Subject to Article 24.2, each Member holding 'A' Ordinary Shares shall have one vote for each 'A' Ordinary Share that he holds.

24.2 The parties agree that Gleeson (and where relevant any member of the Gleeson Group) shall only be entitled to cast an aggregate of 20% of the votes at any general meeting of the Company, notwithstanding that Gleeson (and where relevant any member of the Gleeson Group) holds 25% of the voting Shares at the Adoption Date provided that if after the Adoption Date

- (A) the percentage of the issued 'A' Ordinary Shares held by Gleeson (and where relevant any member of the Gleeson Group) increases beyond 25% then Gleeson (and where relevant any member of the Gleeson Group) shall be entitled to cast such percentage of the votes at any general meeting as corresponds to the percentage of issued 'A' Ordinary Shares then held by it/them, and
- (B) the percentage of the issued 'A' Ordinary shares held by Gleeson (and where relevant any member of the Gleeson Group) falls below 20% then Gleeson (and where relevant any member of the Gleeson Group) shall be entitled to cast such percentage of the votes at any general meeting as corresponds to the percentage of issued 'A' Ordinary Shares then held by it/them

24.3 Members holding 'B' Ordinary Shares, 'C' Ordinary Shares and/or 'D' Ordinary Shares shall not be entitled to receive notice of or attend or vote at any general meeting of the Company

### 3. ISSUE OF SHARES

3.1 Subject to Article 3.2, any shares proposed to be issued shall first be offered to the Members holding shares of the same class in proportion as nearly as may be to the number of the shares of that class held by them respectively. The offer shall be made by notice specifying the period (being not less than ten (10) Business Days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them, such further offer shall be made in the same manner and limited by a like period as the original offer. No assignment of rights under this Article 3.1 shall have effect unless such assignment shall be made upon the terms (mutatis mutandis) as to price and procedure contained in Article 5

3.2 The restrictions contained in Article 3.1 shall not apply

3.2.1 to the allotment and issue of 'C' Ordinary Shares and/or 'D' Ordinary Shares (for the avoidance of doubt, such allotment and issue of 'C' Ordinary Shares and/or 'D' Ordinary Shares shall not require the prior consent of Gleeson so long as the allotment and issue of such Shares does not have any material adverse financial effect on any Group Company and or any material adverse financial effect on Gleeson), or

3.2.2 if members holding 85% or more of the shares of the particular class of share concerned agree in writing to waive the same

3.3 Any shares not accepted pursuant to such offer or further offer in Article 3.1 or not capable of being so offered except by way of fractions and any shares released from the provisions of Article 3.1 by Article 3.2 shall be under the control of the Directors who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted, such shares shall not be disposed of on terms which are more favourable to the subscribers of such shares than the terms on which they were offered to the Members.

3.4 Subject to this Article 3 and to any election which may have been made by the Company in accordance with section 80A of the 1985 Act, the Directors are unconditionally authorised for the purposes of section 80 of the 1985 Act to allot, grant options over or rights of subscription over or otherwise dispose of shares up to the amount of the authorised share capital authorised at any time or times during the period of 5 years from the date of adoption of these Articles, such authority permitting the issue of all shares subject to an option granted before the authority has expired notwithstanding that such issue may occur in whole or in part after the authority has expired.

3.5 In accordance with section 91 of the 1985 Act, sections 89(1) and 90(1) to 90(6) of the 1985 Act shall not apply to the Company

3.6 Subject to the provisions of Chapter VII of Part V of the 1985 Act

3.6.1 the Company may issue shares which are to be redeemed or are liable to be redeemed at the option of the Company.

3 6 2 the Company may purchase its own shares (including any redeemable shares),

3 6 3 the Company may make payments in respect of the redemption or purchase of any of its own shares under section 160 of the 1985 Act or (as the case may be) section 162 of the 1985 Act otherwise than out of its distributable profits or the proceeds of a fresh issue of shares to the extent permitted by section 171 of the 1985 Act

3 7 Regulation 35 of Table A shall not apply

#### 4. CALLS ON SHARES

The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence in Regulation 18 of Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment"

#### 5. TRANSFER OF SHARES

5 1 Notwithstanding the provisions of this Article 5

5 1 1 save as otherwise provided in these Articles (including, without limitation, Articles 5 2, 5 3, 5 4, 5 6, 5 15 and 5 16), no Member holding 'A' Ordinary Shares and/or 'B' Ordinary Shares may at any time transfer any right, title or interest in such Shares without the prior written consent of all the other Members holding 'A' Ordinary Shares, and

5 1 2 save in accordance with Articles 7 1 and 7 2 (respectively), no Member holding 'C' Ordinary Shares and/or 'D' Ordinary Shares may transfer any such shares at any time

5 2 A Member who is also a Manager (not being in relation to the shares in question a holder of such shares as a trustee of a Family Trust) may at any time transfer all or any of the shares held by him

5 2 1 to a Privileged Relation; or

5 2 2 to trustees to be held upon a Family Trust of such Member; or

5 2 3 to any other Manager to the extent that the transferor has become incapable of managing his affairs by reason of illness or incapacity for a continuous period of more than three (3) months or has become a patient under any mental health legislation or has died

5 3 Where Shares are held by trustees upon a Family Trust, then

5 3 1 such shares may on any change of trustees be transferred to the new trustees of that Family Trust,

5 3 2 such shares may at any time be transferred to any person to whom the same could have been transferred under Article 5 2 by the settlor if he had remained the holder of such shares, and

5 3 3 if and whenever any such shares cease to be held upon Family Trust (otherwise than in consequence of a transfer authorised by Article 5 2) or there ceases to be any beneficiaries of that Family Trust other than a charity or charities, the trustees shall

be deemed immediately to have given a Transfer Notice pursuant to Article 57 in respect of all the Relevant Shares and the procedure set out in Article 5 shall apply

5.4 Gleeson may, at any time, transfer all or any of the shares held by it to company within the Gleeson Group, provided that if at any time the transferee ceases to be a Gleeson Group Company, the Relevant Shares must be transferred to another Gleeson Group Company and if they are not transferred to another Gleeson Group Company prior to the transferee ceasing to be a member of the Gleeson Group, the transferee shall be deemed to have given a Transfer Notice pursuant to Article 57 in respect of all the Relevant Shares as shall then be registered in the name of such entity and the procedure set out in Article 5 shall apply

5.5 For the purposes of this Article 5

5.5.1 "Privileged Relation", in relation to a Member who is an individual, means the spouse (or widow or widower) of the Member and his parents and lineal descendants (which shall include a step-child or adopted child or illegitimate child of any member),

5.5.2 "Family Trust", in relation to a Member who is an individual, means a trust (whether arising under settlement, declaration of trust, testamentary disposition or on an intestacy) which does not permit any of the settled property or the income from it to be applied otherwise than for the benefit of.

(a) that Member and/or a Privileged Relation of that Member, or

(b) any other person or persons who can benefit only in the event of the death of such Member and any Privileged Relation as may be beneficiaries under the trust and no power of control over the voting powers conferred by any shares the subject of the trust is capable of being exercised by or subject to the consent of any person other than the trustees of such Member or his Privileged Relations

5.5.4 "Relevant Shares" means and includes (so far as the same remain from time to time held by a Permitted Transferee) the shares originally transferred to such Permitted Transferee and any additional shares issued or transferred to the Permitted Transferee by virtue of the holding of the Relevant Shares or any of them

5.6 After 30 June 2012, a Manager may freely transfer all or any of the Shares held by him to any other Manager or Senior Employee and no restrictions shall apply to the transfer provided that the relevant Senior Employee shall be required to first enter a deed of adherence in such form as shall be agreed between Gleeson and the Founder Managers and such Senior Employee shall constitute a "Manager" for the purposes of these Articles

5.7 Transfer Notice

Save in respect of a transfer made pursuant to Articles 5.2, 5.3, 5.4, 5.6, 5.15 (Drag Along) or 5.16 (Tag-Along), where any Member is deemed to have given or served a Transfer Notice pursuant to these Articles, the shares in question must first be offered to those Managers then holding 'A' Ordinary Shares (other than the transferor of the shares) and such person (the "Proposing Transferor"), proposing to transfer any shares (the "Sale Shares") shall give notice in writing (the "Transfer Notice") to the Company that he proposes to transfer the same. The Transfer Notice shall constitute the Company the agent of the Proposing Transferor for the sale of all (but not some of) the Sale Shares to any Manager(s) willing to purchase the same (the "Purchasing Manager") provided that (and

subject to the provisions of Article 5 142) the price for the Sale Shares shall be the proportion of the Fair Value due to the relevant Member on a Share Sale or Listing in accordance with the provisions of Article 5 18 1(a) and 5 18 1(b) A Transfer Notice shall not be revocable except with the sanction of the Directors

**5 8 Offer Notice**

**5 8 1** The Sale Shares shall first be offered to the Managers then holding 'A' Ordinary Shares (other than the Proposing Transferor) (provided that the price for the Sale Shares shall be the proportion of the Fair Value due to the relevant Member on a Share Sale or Listing in accordance with the provisions of Articles 5.18 1(a) and 5 18 1(b)) as nearly as may be in proportion to the number of shares held by them respectively Such offer shall be made by notice in writing (the "Offer Notice") within five (5) Business Days after the receipt by the Company of the Transfer Notice

**5 8 2** The Offer Notice shall limit the time in which the offer may be accepted, not being less than ten (10) Business Days after the date of the Offer Notice, or, if later, after notice of the Fair Value shall have been given pursuant to the terms of Article 5 9 For the purpose of this Article, an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company

**5 8 3** The Offer Notice shall further invite each Manager to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase If all such Managers do not accept the offer in respect of their respective proportions in full, the Sale Shares not so accepted shall be used to satisfy the claims for additional shares in the numbers applied for by the relevant Managers or in the case of competition in as nearly as may be in proportion to the number of shares already held by such Managers requesting them respectively, provided that no such Manager shall be obliged to take more shares than he shall have applied for

**5 8 4** Other than in respect of a Transfer Notice served under Article 5 4 in the event that all of the Shares so offered are not accepted by the other Managers still holding 'A' Ordinary Shares, any such surplus Shares shall be offered within two (2) Business Days of the expiry of the fourteen (14) day period referred to in Article 5 8 2 above to Gleeson, who shall be entitled by notice to the Company within twenty (20) Business Days of receipt of such offer to elect whether or not to acquire such surplus Shares

**5 8 5** If any Sale Shares shall not be capable without fractions of being offered to the Managers and/or Gleeson in proportion to their existing holdings of such shares, the same shall be offered to the Managers and/or Gleeson, or some of them, in such proportions or in such manner as may be determined by lots, and the lots shall be drawn in such manner as the Directors may think fit

**5 9 Certificate of Fair Value**

**5 9 1** In relation to Articles 5 3 3, 5 4, 5 14 1, 8.1 2 and 9, Gleeson or any Manager may, not later than 5 Business Days after the date of the Offer Notice, serve on the Company a notice in writing requesting that such firm of chartered accountants as is agreed between Gleeson and the Managers (or failing agreement within 10 Business Days of the request by any party to so agree, a person nominated on application by any party to the President for the time being of the Institute of Chartered Accountants in England and Wales) certify in writing the sum which in its opinion

represents the fair value of the total issued share capital of the Company as at the date of the Transfer Notice as between a willing seller and willing buyer (the "Fair Value") and, for the purpose of this Article, reference to the "Auditors" shall include any person so nominated

5 9.2 Upon receipt of such notice the Company shall instruct the Auditors to certify the Fair Value and the costs of such valuation shall be apportioned among the Proposing Transferor and the Purchasing Managers or borne by any one or more of them as the Auditors in their absolute discretion shall decide

5 9.3 In certifying the Fair Value, the Auditors shall be considered to be acting as experts and not as arbitrators and accordingly any provisions of law or statute relating to arbitration shall not apply. The Auditors' valuation shall be final and binding on the Proposing Transferor and the Purchasing Managers (save in the case of fraud or manifest error)

5 9.4 Upon receipt of the certificate of the Auditors, the Company shall by notice in writing inform all Managers of the Fair Value

#### 5 10 Sale Notice

If Purchasing Managers shall be found for all the Sale Shares within the appropriate period specified in Article 5 8, the Company shall, not later than five (5) Business Days after the expiry of such appropriate period, give notice in writing (the "Sale Notice") to the Proposing Transferor specifying the Purchasing Managers and the Proposing Transferor shall be bound upon payment of the price due in respect of all the Sale Shares to transfer the Sale Shares to the Purchasing Managers

#### 5 11 Buy-In of Shares

If within the appropriate period specified in Article 5 8, the Company does not find or the Directors consider it has no real prospect of finding prospective purchasers for any or all of the Sale Shares then the Directors may, if they think fit and subject to the provisions of Chapter VII of Part V of the 1985 Act cause the Company to purchase some (subject to the provisions of Article 5 13) or all of those shares at the prescribed price, within 30 Business Days of the expiry of the time periods specified in Article 5 8, or within such other time period as the Members holding 'A' Ordinary Shares may agree

#### 5 12 Attorney for Sale

If in any case under Articles 5 to 6 the relevant Member makes default in transferring the relevant shares, after having become bound to do so, the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchaser of such shares. The receipt of the Company for the purchase money shall be a good discharge to the relevant Member transferring shares. The Company shall pay the purchase money into a separate bank account

5 13 Sale to Third Party

If the Company shall not give a Sale Notice to the Proposing Transferor within the time specified in Article 5 10 in respect of all the Sale Shares or shall not purchase all of such Shares itself under Article 5 11 within the time period specified therein, such offer shall be deemed to have lapsed, in which case (i) the transferee (as described in Article 5 4) shall transfer the Sale Shares to Gleeson (or another member of the Gleeson Group as nominated by Gleeson) which shall retain the Sale Shares, or (ii) the relevant Manager shall retain the Sale Shares

5 14 Change of Control

5 14 1 Subject to Article 5 14 3 below, in the event that there is a Change of Control of Gleeson or any member of the Gleeson Group which holds shares in the Company, then Gleeson shall notify the Company of the relevant Change of Control. The Managers, within 30 days of Gleeson notifying the Company in writing of a relevant change of control, shall notify Gleeson in writing as to whether or not they provisionally intend to exercise the rights of pre-emption under this Article provided that for the avoidance of doubt, such notice from the Managers will not be a binding commitment to exercise or not exercise such rights of pre-emption. Within 90 days of the Managers notifying Gleeson of their provisional intent as described above, the Managers may require Gleeson (or any member of the Gleeson Group that is a shareholder in the Company as applicable) to serve a Transfer Notice

5 14 2 The price for the transfer described in Article 5 14 1 above shall be the proportion of the Fair Value that would be due to Gleeson pursuant to Article 2 3 1 as if there was a Share Sale at that date provided that the following changes shall be made to Article 2 3 1

(a) the percentage stated in Article 2 3 1 (b)(i) shall read "45%",

(b) the percentage stated in Article 2 3 1 (b)(ii) shall read "55%",

(c) the percentage stated in clause 2 3 1 (c)(i) shall read "45%", and

(d) the percentage stated in clause 2 3 1 (c)(iii) shall read "55%".

5 14 3 The provisions of Article 5 14 1 above shall not apply to the extent that in the event of a Change of Control of any member of the Gleeson Group (other than Gleeson) such member of the Gleeson Group transfers its shares in the Company to a company that is a direct or indirect subsidiary of Gleeson

5 15 Drag Along Option

5 15 1 In the event that Members holding at least 60% in nominal value of all the issued 'A' Ordinary Shares (the "Vendors") agree to sell or transfer their shares to a Third Party, the remaining Members of the Company shall (notwithstanding any other provisions of these Articles) be deemed to have consented to such sale and to have waived their rights of pre-emption under Article 5 7 above and the Vendors shall have the option (the "Drag Along Option") to require all of such remaining Members (the "Other Members") to transfer all (but not some of) their shares in the Company (of whatever class) to the Third Party (or as that Third Party directs)

5 15 2 The Vendors shall give notice to the Company and to all of the Other Members of their intention to transfer their shareholdings in the Company and the price at

which the Third Party has offered to purchase the entire issued share capital of the Company (the "Price") Upon the serving of such notice, the Vendors (unless they include Gleeson) and the Other Members (other than Gleeson) shall be deemed to have offered all of the Shares held by them to Gleeson with such offer being on the same terms as the intended transfer (and being only in respect of all of the relevant Shares) other than in relation to the price which shall be a proportion of the Price that would be due to the Vendors and the Other Members pursuant to Articles 5 18 1(a) and 5 18 1(b) and being open for acceptance for at least ten (10) Business Days For the avoidance of doubt, if the Price is less than the Gleeson Threshold (as defined in Article 2 3 1(a)) then the price at which the Vendors and Other Members shall be deemed to have offered the relevant Shares shall be zero In the event that Gleeson does not within the ten (10) Business Day period notify in writing the Company and the Vendors of whether or not it accepts such offer, then Gleeson shall be deemed to have declined such offer The Vendors may only exercise the Drag Along Option within ten (10) Business Days after the expiry of the ten (10) Business Day period detailed in the preceding sentence

5 15 3 The Vendors may only exercise the Drag Along Option by giving notice to the effect that they are exercising the Drag Along Option (the "Drag Along Notice") to the Other Members (the "Called Members") specifying that the Called Members are required to transfer all of their shares (of whatever class) pursuant to this Article (the "Called Shares") and the price to be paid by the Third Party in respect of the entire issued share capital of the Company, provided always that, in the event, that the Vendors and the Third Party are connected or acting in concert then the price shall be the higher of the Price and Fair Value

5 15 4 A Drag Along Notice, once given, is irrevocable but both the notice and all obligations under the notice will lapse if for any reason the Vendors do not transfer all of their shares to the Third Party within the period specified in Article 5 16 6 except where the Vendors' failure to do so results from any Called Member's failure to comply with any of their obligations under this Article 5 15 3

5 15 5 Upon the exercise of the Drag Along Option in accordance with this Article, each of the Called Members shall be bound to sell its Called Shares provided that

- (a) if the Drag Along Option is exercised in the period up to and including 30 June 2012, the proceeds of sale shall be distributed to the Members in the manner set out in Article 2 3 1 mutatis mutandis, and
- (b) if the Drag Along Option is exercised during the period after 1 July 2012, the proceeds of sale shall be distributed to the Members in the manner set out in Article 2 3 2 mutatis mutandis

5 15 6 Completion of the sale of the Called Shares shall take place on the date specified for that purpose by the Vendors to the Called Members except that

- (a) the Vendors may not specify a date that is less than ten (10) Business Days after the date of the Drag Along Notice, and
- (b) the date so specified by the Vendors shall be the same date as the date proposed for completion of the sale of the Vendors' Shares,
- (c) such date shall be no later than 90 days after the date that Gleeson declines or is deemed to decline the offer to it referred to in Article 5 15 2, and

the Drag Along Option is exercised in accordance with this Article, each of the Called Members shall be bound to sell its Called Shares provided that



- (d) completion shall not take place unless completion of the sale of the Called Shares and the Vendors' Shares takes place on the same date,

unless all of the Called Members and the Vendors agree otherwise

**5 16 Tag Along Right**

5 16 1 No sale or transfer of any shares conferring the right to vote at general meetings of the Company which would result if made and registered in favour of Third Party obtaining a substantial interest in the Company (as defined in Article 5 17 2), shall be made or registered unless the proposed transferee or transferees (or his or their nominees) has, or have, offered to purchase the whole of the remainder of the Shares in the Company (of whatever class) (the "Tag Along Right") provided always that in the event that the proposed transferor and the Third Party are connected or acting in concert then the price to be paid for the entire issued share capital of the Company shall be the higher of the price offered by the Third Party and Fair Value

5 17 2 If the purchase of the Shares takes place in the period up to and including 30 June 2012, the price paid for the Shares shall be distributed to the Members in the manner set out in Article 2 3 1 mutatis mutandis

5 17 3 If the purchase of the Shares takes place during the period after 1 July 2012, the price paid for the Shares shall be distributed to the Members in the manner set out in Article 2 3 2 mutatis mutandis

5 16 4 For the purposes of this Article 5 17, the Vendors agree to

(a) the expression "a substantial interest" shall mean shares conferring in the aggregate 60% or more of the total voting rights conferred by all the shares in the capital of the Company for the time being in issue and conferring the right to vote at all general meetings,

(b) the expressions "transfer", "transferor" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment, the original allottee and the renouncee under any such letter of allotment

5 17 The Drag Along Option shall not be exercisable unless the Tag Along Right also arises at the same time

**5 18 Share Sale or Listing**

5 18 1 In the event of a Share Sale or Listing, the consideration received in respect of such Share Sale or Listing (the "Exit Proceeds") shall be held by a trustee nominated by Gleeson and distributed among those Members selling their shares in the following manner and order of priority

(a) during the period up to and including 30 June 2012 - as set out in Article 2 3 1 above, and

(b) during the period from and including 1 July 2012 to the date of completion of such Share Sale or Listing - as set out in Article 2 3 2 above

5 18 2 In the event that during the period of six months prior to an Exit or a winding up of the Company, the Company has declared and paid any Revenue Distribution to the

holders of 'A' Ordinary Shares, the Exit Proceeds or Distributable Proceeds payable to the holders of 'A' Ordinary Shares will be adjusted as if the relevant Revenue Distribution represented an advance payment of such Exit Proceeds or Distributable Proceeds

- 5 19 External costs properly and reasonably incurred by the Company and the Member in relation to an Exit (the "Pooled Costs") shall be borne by the Members pro rata to their entitlement to the Exit Proceeds or Distributable Proceeds. The parties shall procure that the Pooled Costs are promptly paid out of the Exit Proceeds or Distributable Proceeds

5 20 Refusal to Register

The Directors may decline to register any transfer except transfers made in accordance with the provisions of Articles 5 1, 5 2, 5 3, 5 15 and 5 16

**6. LEAVER PROVISIONS**

6 1 Leaver Transfer Notice

- 6 1 1 If a Manager becomes a Leaver (a "Transfer Event"), then such Manager and/or his Permitted Transferee shall be deemed to have given a transfer notice (a "Leaver Transfer Notice") immediately upon the occurrence of the Transfer Event in respect of his (and, where appropriate, any Permitted Transferee's) entire holding of shares (the "Leaver Sale Shares")

- 6 1 2 The Leaver Transfer Notice shall constitute the Company the agent of the Leaver who is subject of the Leaver Transfer Notice (and where relevant any Permitted Transferee) for the sale of the Leaver Sale Shares at the Sale Price

- 6 1 3 In the period between the date of the Transfer Event and the date on which the Sale Shares are transferred under this Article 6, the Leaver shall not be entitled to exercise any rights over, or enjoy any benefits attaching to those Leaver Sale Shares which shall be held on trust pro rata to their holding of 'A' Ordinary Shares for those Managers who are not Leavers

6 2 Sale of Leaver Sale Shares

- 6 2 1 Within two (2) Business Days of the Sale Price being determined, the Company shall offer (in writing) the Leaver Sale Shares (or any of them if the Board determines that not all such Leaver Sale Shares should be transferred to any person identified by the Board at the time of the Transfer Event as the replacement for the Manager whose employment termination gave rise to the Leaver Transfer Notice (such person being a "Replacement Manager") at the Sale Price, and the Replacement Manager shall be entitled by notice to the Company within twenty (20) Business Days of the Transfer Event to elect whether or not to acquire the Leaver Sale Shares (or the relevant proportion of them offered to him) at the Sale Price. For the purpose of this Article 6 2 1, an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. In the event that the Replacement Manager does not notify the Company of whether or not he accepts such offer, then he shall be deemed to have declined such offer

- 6 2 2 In the event that the Leaver Sale Shares are not all offered to, or if so offered are not all accepted by the Replacement Manager pursuant to Article 6 2 1 above or not

all of the Leaver Sale Shares are offered to the Replacement Manager by the Company

- (i) any such Leaver Sale Shares (or surplus if the Directors determine that not all such Leaver Sale Shares should be transferred to the Replacement Manager) shall be offered within two (2) Business Days of the expiry of the twenty (20) Business Day period referred to in Article 6 2 1 above to those Managers remaining employed by a Group Company at the Sale Price in such proportion to their existing holdings of 'A' Ordinary Shares (for the avoidance of doubt excluding the 'A' Ordinary Shares held by Gleeson), who shall be entitled by notice to the Company within twenty (20) Business Days of receipt of such offer to elect whether or not to acquire such Sale Shares or surplus as the case may be at the Sale Price (such notice specifying the number of Sale Shares which such Manager wishes to acquire, which may be in excess of the proportion of the Sale Shares to which he is entitled) For the purpose of this Article 6 2 2, an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company.
- (ii) in the event that all of the surplus Leaver Sale Shares are not accepted by the remaining Managers pursuant to Article 6 2 2(i) in the proportion to which they are entitled, any remaining Leaver Sale Shares shall be used for satisfying any requests for additional surplus Leaver Sale Shares by any such remaining Managers, and
- (iii) in the event that all or any of the surplus Leaver Sale Shares are not accepted in accordance with Article 6 2 2(ii), any remaining Leaver Sale Shares shall remain vested in the Leaver.

6 2 3 If the Replacement Manager (and/or, where appropriate, any of the remaining Managers) agrees to purchase any of the Leaver Sale Shares in accordance with Article 6 2 1 or 6 2 2, completion of the sale and purchase of such Shares shall take place within five (5) Business Days of the date of such election whereupon the Leaver (and/or, where applicable, any Permitted Transferee) shall, upon payment of the price due in respect thereof, transfer such shares to the Replacement Manager (and/or, where appropriate, any of the remaining Managers) and deliver the relevant share certificates

6 2 4 If the Leaver (and/or, where applicable, any Permitted Transferee) defaults in transferring any Leaver Sale Shares pursuant to clause 6 2 3

- (a) any Director shall thereupon be the duly appointed attorney of such Leaver (and/or, where applicable, any Permitted Transferee) and shall have the power to execute and deliver, on the Leaver's behalf (and/or, where applicable, on behalf of any Permitted Transferee), the necessary transfer forms and cause the Replacement Manager (and/or, where appropriate, the remaining Managers) to be registered as the holder of such Shares and Article 6 2 4(b) shall apply,
- (b) the Replacement Manager (or, where appropriate, the remaining Managers) shall forthwith pay the purchase money received by the Company for such shares into a separate bank account in the Company's name and the Company shall hold such money on trust (but without interest) for such Leaver (and/or, where applicable, any Permitted Transferee) until he delivers to the Company the certificate or certificates for the relevant shares or, if

such share certificates are lost, an indemnity in respect of the same. The receipt by the Company of such monies shall constitute a good discharge and the Replacement Manager (or, where appropriate, either or both of the remaining Managers) (who shall not be bound to see to the application thereof) shall, subject to due stamping, be registered as the new owner and be issued a share certificate. Once the Replacement Manager (and/or, where appropriate, any of the remaining Managers) has been registered as a Member pursuant to the exercise of the powers of this clause, the validity of the transfer shall not be questioned.

**6.3 Sale Price**

In this Article 6, the "Sale Price" shall be

6.3.1 where the Leaver is a Bad Leaver, such price as the Bad Leaver and the Company shall agree within ten (10) Business Days of the date of the Leaver Transfer Notice or, failing such agreement, shall be the lower of the proportion of the Fair Value that would be due to the Leaver pursuant to Articles 5.18.1(a) and 5.18.1(b) on an Exit and the subscription price paid for the relevant shares, or

6.3.2 where the Leaver is a Good Leaver, such price as the Good Leaver and the Company shall agree within ten (10) Business Days of the date of the Leaver Transfer Notice or, failing such agreement, shall be the higher of the proportion of the Fair Value that would be due to the Leaver pursuant to Articles 5.18.1(a) and 5.18.1(b) on an Exit and the subscription price paid for the relevant shares.

**7. EMPLOYEE LEAVER PROVISIONS**

**7.1 'C' Member Leaver Provisions**

7.1.1 If a 'C' Member becomes a Leaver (a "C' Member Transfer Event"), then such 'C' Member shall be deemed to have given a transfer notice (a "C' Member Transfer Notice") immediately upon the occurrence of the 'C' Member Transfer Event in respect of his entire holding of Shares (the "C' Member Sale Shares")

7.1.2 Each 'C' Member Transfer Notice shall be deemed to constitute the Company as the agent of the Leaver who is the subject of the 'C' Member Transfer Notice(s) for the sale of the 'C' Member Sale Shares at the 'C' Member Sale Price.

7.1.3 In the period between the date of the 'C' Member Transfer Event and the date on which the 'C' Member Sale Shares are transferred under this Article 7, the 'C' Member thereof shall not be entitled to exercise any rights over, or enjoy any benefits attaching to those 'C' Member Sale Shares which shall be held on trust for those Members holding 'A' Ordinary Shares (other than Gleeson) pro rata to their then shareholdings of 'A' Ordinary Shares.

7.1.4 Within two (2) Business Days of the 'C' Member Transfer Event, the Company shall offer the 'C' Member Sale Shares at the 'C' Member Sale Price to the EBT and the EBT shall be entitled by notice to the Company within ten (10) Business Days of receipt of such offer to elect whether or not to acquire the 'C' Member Sale Shares at the 'C' Member Sale Price.

7.1.5 In the event that all or part of the 'C' Member Sale Shares so offered are not accepted by the EBT pursuant to Article 7.1.4 above

- (a) the Company may by notice to the relevant 'C' Member, such notice to be served within ten (10) Business Days of the expiry of the ten (10) Business Day period referred to in Article 7.1.4 above, elect to purchase such surplus 'C' Member Sale Shares at the 'C' Member Sale Price,
- (b) in the event that the Company does not elect to purchase any surplus 'C' Member Sale Shares, then such Shares shall be offered by the Company to the 'A' Members (other than Gleeson) who shall have the option, by notice to the relevant 'C' Member, such notice to be served at any time thereafter (with no limit in time), to purchase any remaining surplus 'C' Member Sale Shares at the 'C' Member Sale Price

7.1.6 If the EBT (and/or, where appropriate, the Company and/or A Members (other than Gleeson)) agrees to purchase any of the 'C' Member Sale Shares in accordance with Article 7.1.4 and/or Article 7.1.5, completion of the sale and purchase of such shares shall take place within five (5) Business Days of the date of such election whereupon the Leaver shall, upon payment of the price due in respect thereof, transfer such Shares to the EBT (and/or, where appropriate, any of the 'A' Members (other than Gleeson)) or where applicable sell such shares to the Company and deliver the relevant share certificates to the relevant person.

7.1.7 If the Leaver defaults in transferring any 'C' Member Sale Shares pursuant to Article 7.1.6

- (i) any Director shall thereupon be the duly appointed attorney of such Leaver and shall have the power to execute and deliver, on the Leaver's behalf, the necessary transfer forms and cause the EBT (and/or, where appropriate, any of the 'A' Members (other than Gleeson)) to be registered as the holder of such Shares and Article 7.1.7(b) shall apply, and
- (ii) the EBT (and/or, where appropriate, any of the 'A' Members (other than Gleeson)) shall forthwith pay the purchase money to the Company which shall pay such monies received by it or to be paid by it (as the case may be) for such Shares into a separate bank account in the Company's name and the Company shall hold such money on trust (but without interest) for such Leaver until he delivers to the Company the certificate or certificates for the relevant Shares or, if such share certificates are lost, an indemnity in respect of the same. The receipt by the Company of such monies shall constitute a good discharge and the EBT (and/or, where appropriate, the 'A' Members (other than Gleeson)) (who shall not be bound to see to the application thereof) shall, subject to due stamping, be registered as the new owner and be issued a share certificate and where applicable the Company shall also amend all relevant records to reflect the share buyback. Once the EBT (and/or, where appropriate, any of the 'A' Members (other than Gleeson)) has been registered as a Member or where the Company has recorded the share buyback pursuant to the exercise of the powers of this Article, the validity of the transfer or share buy back shall not be questioned as the holder of such Shares and Article 7.1.7(b) shall apply.

718 In this Article 71, the "C Member Sale Price" shall be the 'C' Member Subscription Price

72 'D' Member Leaver Provisions

721 If a 'D' Member becomes a Leaver (a "'D' Member Transfer Event"), then such 'D' Member shall be deemed to have given a transfer notice (a "'D' Member Transfer Notice") immediately upon the occurrence of the 'D' Member Transfer Event in respect of his entire holding of Shares (the "'D' Member Sale Shares")

722 Each 'D' Member Transfer Notice shall be deemed to constitute the Company as the agent of the Leaver who is the subject of the 'D' Member Transfer Notice(s) for the sale of the 'D' Member Sale Shares at the 'D' Member Sale Price subject to Article 7.25(e)

723 In the period between the date of the 'D' Member Transfer Event and the date on which the 'D' Member Sale Shares are transferred under this Article, the 'D' Member(s) thereof shall not be entitled to exercise any rights over, or enjoy any benefits attaching to those 'D' Member Sale Shares which shall be held on trust for the remaining 'D' Members pro rata to their then shareholdings of 'D' Ordinary Shares

724 Within two (2) Business Days of the 'D' Member Transfer Event, the Company shall offer the 'D' Member Sale Shares at the 'D' Member Sale Price to the EBT and the EBT shall be entitled by notice to the Company within ten (10) Business Days of receipt of such offer to elect whether or not to acquire the 'D' Member Sale Shares at the 'D' Member Sale Price

725 In the event that all or part of the 'D' Member Sale Shares are not accepted by the EBT pursuant to Article 724 above

- (a) any such surplus 'D' Member Sale Shares shall be offered within two (2) Business Days of the expiry of the ten (10) Business Day period referred to in Article 724 above to those 'D' Members remaining employed by a Group Company in such proportion to their existing holdings of 'D' Ordinary Shares, who shall be entitled by notice to the Company within ten (10) Business Days of receipt of such offer to elect whether or not to acquire such surplus 'D' Member Sale Shares at the 'D' Member Sale Price (such notice specifying the number of 'D' Member Sale Shares which such 'D' Member wishes to acquire, which may be in excess of the proportion of the 'D' Member Sale Shares to which he is entitled);
- (b) in the event that all of the surplus 'D' Member Sale Shares are not accepted by the remaining 'D' Members pursuant to Articles 724 or 725(a) in the proportion to which they are entitled, any remaining 'D' Member Sale Shares shall be used for satisfying any requests for additional surplus 'D' Member Sale Shares by any such remaining 'D' Members; and
- (c) in the event that all of the surplus 'D' Member Sale Shares are not accepted in accordance with Article 725(b), the Company may by notice to the relevant 'D' Members, such notice to be served within 10 Business Days of the expiry of the 10 Business Day period referred to in Article 725(a), elect to purchase any such surplus 'D' Members Sale Shares at the 'D' Member Sale Price,

- (d) in the event that the Company does not elect to purchase any surplus 'D' Member Sale Shares, then such Shares shall be offered by the Company to the 'A' Members (other than Gleeson) who shall have the option by notice to the relevant D Member, such notice to be served at any time thereafter (with no limit in time) to purchase the same and the purchase price in this event shall be the lower of the proportion of the Fair Value that would be due to the relevant D Member pursuant to Articles 5181(a) and 5181(b), and the D Share Subscription Price

726 If the EBT (and/or, where appropriate, the remaining 'D' Members, the Company and/or the 'A' Members (other than Gleeson)) agrees to purchase any of the 'D' Member Sale Shares in accordance with Articles 724 to 726, completion of the sale and purchase of such Shares shall take place within five (5) Business Days of the date of such election whereupon the Leaver shall, upon payment of the price due in respect thereof, transfer such Shares to the EBT (and/or, where appropriate, the remaining 'D' Members or the 'A' Members (other than Gleeson)) or where applicable sell such shares to the Company and deliver the relevant share certificates to the relevant person

727 If the Leaver defaults in transferring any 'D' Member Sale Shares pursuant to Article 727.

- (i) any Director shall thereupon be the duly appointed attorney of such Leaver and shall have the power to execute and deliver, on the Leaver's behalf, the necessary transfer forms and cause the EBT (and/or, where appropriate, the remaining 'D' Members or the 'A' Members (other than Gleeson)) to be registered as the holder of such Shares and Article 728(ii) shall apply; and
- (ii) the EBT (and/or, where appropriate, the remaining 'D' Members or the 'A' Members (other than Gleeson)) shall forthwith pay the purchase money to the Company which shall pay such monies received by it or to be paid by it (as the case may be) for such Shares into a separate bank account in the Company's name and the Company shall hold such money on trust (but without interest) for such Leaver until he delivers to the Company the certificate or certificates for the relevant Shares or, if such share certificates are lost, an indemnity in respect of the same. The receipt by the Company of such monies shall constitute a good discharge and the EBT (and/or, where appropriate, the remaining 'D' Members or the 'A' Members (other than Gleeson)) (who shall not be bound to see to the application thereof) shall, subject to due stamping, be registered as the new owner and be issued a share certificate, and where applicable the Company shall amend all relevant records to reflect the share buyback. Once the EBT (and/or, where appropriate, the remaining 'D' Members and/or the 'A' Members (other than Gleeson)) have been registered as a Member, or where the Company has recorded the share buyback, pursuant to the exercise of the powers of this clause, the validity of the transfer shall not be questioned

728 In this Article 72, the "D' Member Sale Price" shall be the price payable to the Company by the Leaver for the purchase of the relevant 'D' Member Sale Shares, which shall be the lower of the proportion of the Fair Value that would be due to the relevant D Member pursuant to Articles 5181(a) and 5181(b), and the D Share Subscription Price

- (a) where the Leaver is a 'D' Member Bad Leaver, the 'D' Share Subscription Price, and
- (b) where the Leaver is a 'D' Member Good Leaver, the 'D' Member Fixed Return

## 8. TRANSMISSION OF SHARES

8.1 In the application of regulations 29 to 31 of Table A to the Company, regulation 30 shall be omitted and

8.1.1 any person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall give a Transfer Notice before he elects in respect of any share to be registered himself or to execute a transfer,

8.1.2 if a person becoming so entitled shall not have given a Transfer Notice in respect of any share within six (6) months of the death or bankruptcy, the Directors may at any time after that upon resolution passed by them give notice requiring such person within twenty (20) Business Days of such notice to give a Transfer Notice in respect of all such shares for which he has not previously given a Transfer Notice. If he does not do so he shall at the end of such 20 Business Days be deemed to have given such a Transfer Notice

8.2 Where a Transfer Notice is given or deemed to be given under this Article 8 and no price per share is specified in such notice, the Transfer Notice shall be deemed to specify the sum which shall, on the application of the Directors, be certified by the Auditors under Article 5.9 as the Fair Value

## 9. ENQUIRIES

9.1 For the purpose of ensuring that a transfer of shares is to be made or that no circumstances have arisen whereby a transfer has been made other than in accordance with the provisions of these Articles, the Directors may from time to time by notice in writing (an "Enquiry") require any Member or any person named as transferee in any transfer lodged for registration (a "Recipient") to furnish to the Company such information as evidence (written or otherwise) to the Directors' reasonable satisfaction regarding any matter which they may reasonably deem relevant to such purpose

9.2 If the Directors do not receive information or evidence which in their reasonable opinion satisfies the requirements of the Enquiry within a reasonable period specified in the Enquiry (not being less than 2 weeks) from the date of the Enquiry, the Directors may serve on the Recipient a further notice (a "Further Enquiry") which shall require the Recipient to

9.2.1 specify in reasonable detail the information and evidence required by the Directors to satisfy the Enquiry; and

9.2.2 specify a time limit (not being less than five (5) Business Days) within which such information and evidence must be provided to the Directors; and

9.2.3 notify the Recipient that failure to provide the information and evidence to the reasonable satisfaction of the Directors shall result in a Transfer Notice having been deemed to have been served in respect of all of such shares as are specified in Article 9.3



93 If any Recipient shall fail to respond to any Enquiry and Further Enquiry to the reasonable satisfaction of the Directors then a Transfer Notice shall be deemed to have been given pursuant to Article 55 at the expiry of the period allowed for response to the Further Enquiry

931 by the Member in respect of such of the shares held by him as may be specified in the Further Enquiry, or

932 by the person named as transferee in any transfer of such of the shares registered in his name as may be specified in the Further Enquiry and/or by the Member transferring the shares comprised in such transfer of such of those Shares as may be specified in the Further Enquiry,

and the procedure set out in Article 5 shall apply

#### 10. PROCEEDINGS AT GENERAL MEETINGS

101 If, and for so long as, the Company has only one Member, the following provisions shall apply

1011 one (1) person entitled to vote upon the business to be transacted, being the sole Member of the Company or a proxy for that Member or (if such Member is a corporation) a duly authorised representative of such Member, shall be a quorum and regulation 40 of Table A shall be modified accordingly. Regulation 41 of Table A shall not apply to the Company, and a period allowed for response to

1012 all other provisions of these Articles shall (in the absence of any express provision to the contrary) apply with such modification as may be necessary in relation to a company which has only one Member

102 No business shall be transacted at any general meeting unless the requisite quorum is present. Subject to the remaining provisions of this Article, Gleeson together with at least two (2) Managers present in person or by proxy (or, in the case of a corporate member, by representative) shall be a quorum for all purposes. To the extent that proper notice of the general meeting is served on Gleeson and Gleeson does not attend, the requirement that Gleeson be in attendance in order to form a quorum shall fall away and for the avoidance of doubt the quorum shall then be two (2) Managers

103 If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned to the same day (or, if that day is a holiday, to the next following working day) in the next week and at the same time and place or to such other date, time and place as the Directors determine (not being more than twenty (20) Business Days nor less than six (6) Business Days after the date appointed for the general meeting unless agreed by Gleeson and at least two (2) Managers). Where a meeting is adjourned under this Article for six (6) Business Days or more, not less than five (5) Business Days notice of the adjourned meeting shall be given as in the case of an original meeting. The quorum for any such adjourned meeting shall be any two (2) Managers together with Gleeson but to the extent that proper notice of the adjourned meeting is served on Gleeson and Gleeson does not attend the requirement that Gleeson be in attendance in order to form a quorum shall fall away and for the avoidance of doubt the quorum shall be any two (2) Managers

10 4 In the case of an equality of votes at a general meeting, whether on a show of hands or on a poll, the Chairman shall not be entitled to a casting vote in addition to any other vote he may have Regulation 50 of Table A shall not apply

10 5 If an amendment shall be proposed to any resolution under consideration at any general meeting of the Company but shall in good faith be ruled out of order by the Chairman the proceedings on the substantive resolution shall not be invalidated by any error in such ruling No amendment (other than an amendment to correct a patent error) to a resolution duly proposed whether as an ordinary, special or extraordinary resolution may be considered or voted upon unless, at least forty-eight (48) hours prior to the time appointed for holding the meeting or adjourned meeting at which such resolution is to be proposed, notice in writing of the terms of the amendment and intention to move the same has been lodged at the registered office of the Company

## 11. NUMBER OF DIRECTORS

The number of the Directors shall be determined by ordinary resolution of the Company but unless and until so fixed the number of Directors shall not exceed five (excluding the Gleeson Director) (without the consent of Gleeson) and the minimum number of Directors shall be two (2) In the event of the minimum number of Directors fixed by or pursuant to these Articles or Table A being one, a sole Director shall have authority to exercise all the powers and discretions expressed to be vested in the Directors generally and regulation 89 of Table A shall be modified accordingly

## 12. APPOINTMENT OF DIRECTORS

12 1 The Directors may appoint a person who is willing to act or 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 in accordance with Article 11 as the maximum number of Directors and for the time being in force

12 2 Gleeson may by notice in writing addressed to the Company and signed on behalf of Gleeson appoint and at any time remove such Director appointed by it (the "Gleeson Director") (and for the avoidance of doubt where any particular Gleeson Director ceases to hold office as a Director, to appoint a substitute Gleeson Director in his place, such Gleeson Director being either the Chief Executive Officer, Finance Director or Chairman of Gleeson, or any other person nominated by it subject to the consent of the Board, such consent not to be unreasonably withheld or delayed)

12 3 For so long the right to appoint a Gleeson Director, has not been exercised by Gleeson, Gleeson shall be entitled to appoint an Observer who shall be entitled to receive notice of, attend and speak at all meetings of the Board but shall not have any right to vote

12 4 Save as provided under Articles 12 2 no other Member shall be entitled to appoint a Director

12 5 An appointment or removal shall be made in writing under the hands of the holders for the time being of the shares in whom the power of appointment or removal is vested, or their duly authorised agents, and shall take effect on and from the date on which notice in writing of it is lodged at the registered office of the Company or delivered to the Secretary or to a meeting of the Directors

12 6 For the purposes of this Article 12 and notwithstanding Article 1 7, references to "Gleeson" in this Article 12 shall be deemed only to be a reference to M J Gleeson Group plc (for so

long as it is a holder of Shares) (and for the avoidance of doubt, this includes where it has made a transfer of part of its Shares) provided that where it has transferred all of its Shares, then references to "Gleeson" in this Article 12 shall be deemed only to be a reference to the relevant transferee or, if more than one, the transferee holding the most Shares. Where such transferee then further transfers such Shares, the provisions of this Article shall apply mutatis mutandis to such further transferee(s).

### 13. ALTERNATE DIRECTORS

Any Director may appoint any person approved for that purpose by the Board and willing to act to be his alternate provided the alternate of the Gleeson Director shall be either the Chief Executive Officer, Finance Director or Chairman of Gleeson or any other person nominated by Gleeson subject to the consent of the Board (such consent not to be unreasonably withheld or delayed) and may remove from office an Alternate Director so appointed by him. Regulation 65 of Table A shall not apply.

### 14. RETIREMENT AND DISQUALIFICATION OF DIRECTORS

14.1 The Directors shall not be subject to retirement by rotation and accordingly regulations 73 to 75 of Table A shall not apply and all other references in the regulations to retirement by rotation shall be disregarded.

14.2 No person shall be disqualified from being or becoming a director of the Company by reason of his attaining or having attained the age of 70 years or any other age.

### 15. POWERS AND DUTIES OF DIRECTORS

15.1 Subject to section 317 of the 1985 Act, a Director or alternate Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising out of it. If he shall so vote, his vote shall be counted and he shall be reckoned in calculating a quorum when any such contract or arrangement is under consideration. Regulation 94 of Table A shall be modified accordingly.

15.2 Subject to section 310 of the 1985 Act (as amended) the Directors may cause the Company to purchase and maintain policies of insurance in respect of directors' and officers' liability.

15.3 A Director does not require a shareholding qualification, but is nevertheless entitled to notice of and to attend and speak at any general meeting.

15.4 Subject to discharging his fiduciary duties owed to the Company, the Gleeson Director shall be entitled to report to Gleeson on all aspects of the affairs of the Company and the Subsidiaries and to disclose to Gleeson such information concerning the Company and the Subsidiaries as he shall reasonably consider appropriate.

### 16. DELEGATION OF DIRECTORS' POWERS

The following sentence shall be inserted after the first sentence of regulation 72 of Table A:

"Any committee of Directors shall have the power unless the Directors otherwise direct to appoint as a member or as members of the committee for any specific purpose any person or persons who are not Directors of the Company."

### 17. PROCEEDINGS OF DIRECTORS

- 171 Meetings of the Directors shall be held at least quarterly and shall be convened by giving to the Directors not less than fourteen (14) Business Days' notice, with the agenda and copies of any appropriate supporting papers for the meeting provided on at least two (2) Business Days' notice provided that meetings of the Directors may be held less frequently and on shorter notice with the prior written consent of the Gleeson Director
- 172 Any Director may participate in a meeting of the Directors or of a committee of the Directors by means of conference, telephone, videolink or other form of communications equipment whereby all the Directors participating in the meeting can hear each other and the Directors participating in a meeting in this manner shall be deemed to be present in person at such meeting
- 173 The quorum necessary for the transaction of business at any meeting of the Directors or of any committee is three (3) Directors provided that (subject to Article 174) at least one (1) Director is the Gleeson Director Regulation 89 of Table A shall be amended accordingly The words "of filling vacancies, or" shall be omitted from regulation 90 of Table A
- 174 To the extent that the Gleeson Director has been served with proper notice and such Gleeson Director does not attend, or Gleeson shall not have appointed any Director, the requirement that the Gleeson Director be in attendance in order to form a quorum shall fall away and for the avoidance of doubt the quorum shall then be two (2) Directors
- 175 Each Director shall have one vote and all matters (save as otherwise provided for under these Articles) shall be decided on a majority of votes
- 176 In the case of an equality of votes at a meeting of the Directors, the Chairman shall not be entitled to a casting vote in addition to any other vote he may have. Regulation 88 of Table A shall be amended accordingly

- 177 Minutes of any meetings of the Directors shall be made available to Gleeson not later than fourteen (14) Business Days after the relevant meeting was held

# 18. REMUNERATION COMMITTEE

- 181 A duly constituted committee of the Directors shall be established to be the Company's remuneration committee. The remuneration committee shall be chaired by the Gleeson Director, and no Director, other than the Gleeson Director, shall have any right to vote at meetings of the remuneration committee. The executive Directors of the Company shall serve on the committee (but for the avoidance of doubt shall not be entitled to vote) when considering the remuneration of executive Directors other than themselves. The remit of the remuneration committee shall be determined from time to time by Gleeson and the Managers, but such remit shall include at least:
- 1811 entering into or varying any service contract or contract for services with any of their respective Directors (including the Manager's employment contracts), or establishing or amending any employee bonus incentive or profit sharing scheme under which the Directors may benefit, or entering into any transaction, agreement or arrangement for the benefit of any of their Directors and for this purpose the "Directors" of any Group Company shall include the Connected Persons of each such director, and
- 1812 any Group Company increasing the Emoluments paid to or for the benefit of its past, present or future Directors or senior employees of their respective dependants

## 19. PROTECTIONS

19.1 The Company shall not do or permit any of the matters set out in the Schedule, except with the prior written consent of Gleeson PROVIDED THAT in relation to paragraph 9 (regarding a meeting of the Company for the purpose of declaring a dividend or other distribution of capital or profit) and paragraph 28 (the declaration of a dividend or other distribution of income, capital or profit), Gleeson shall not unreasonably withhold or delay such consent in relation to any Revenue Distribution(s)

19.2 For the purposes of these Articles, Gleeson shall be deemed to have consented in writing to any action requiring its consent referred to in these Articles if

19.2.1 a Gleeson Director present at any meeting of the Board or any committee of Directors has approved such action at such meeting (whether in writing or not), and

19.2.2 the consent in writing is signed by a Gleeson Director or any other person notified in writing by Gleeson to the Company and other 'A' Members for the purposes of these Articles

## 20. INDEMNITY

20.1 Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which

20.1.1 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 1985 Act in which relief is granted to him by the Court or

20.1.2 he is allowed to be indemnified for under the provisions of the Companies (Audit, Investigations and Community Enterprise) Act 2004

20.2 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

20.3 This Article 20 shall only have effect insofar as its provisions are not avoided by section 310 of the 1985 Act. Regulation 118 of Table A shall not apply to the Company

20.4 The Company may purchase and maintain for any officer or auditor of the Company insurance against any liability which, by virtue of any rule of law, would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company

## 21. THE SEAL

In accordance with section 39 of the 1985 Act, the Company may have an official seal for use in any territory, district or place elsewhere than in the United Kingdom but the Company shall not be obliged to have a common seal

## Schedule

- 1 Any alteration or increase or reduction or sub-division or consolidation of the authorised or issued share capital of the Company or any Group Company, or the grant of any right to require the allotment or issue of any shares in the capital of the Company or any Group Company, or any variation of the rights attached to any of the shares for the time being in the capital of the Company or any Group Company
- 2 The sale, assignment, transfer or disposal of the entire undertaking, business or assets of the Company or any Group Company or any substantial part of any such undertaking, business or (except in the ordinary course of business) assets (except to or in favour of the Company or its wholly owned subsidiary)
- 3 The sale, assignment, transfer or disposal of any part of the interest of the Company or any Group Company in any share capital or loan capital in any company except to or in favour of the Company or its wholly-owned subsidiary.
- 4 The acquisition by the Company or any Group Company of the whole or part of either (a) the issued share or loan capital of any company or other body corporate which is not a wholly-owned subsidiary of the Company or (b) the assets, business or undertaking of any body corporate, partnership, firm or unincorporated association except, in either case, from the Company or its wholly-owned Subsidiary
- 5 The application (a) by way of capitalisation of any sum in or towards paying up any shares, debenture or debenture stock (whether secured or unsecured) of the Company or any Group Company or (b) of any amount standing to the credit of the share premium account or capital redemption reserve of the Company or any Group Company for any purpose
- 6 The calling of a meeting of the Company or any Group Company for the purpose of considering, or the passing of, a resolution for the winding-up of the Company or any Group Company (except in case of inability to pay its debts)
- 7 The purchase by the Company or any Subsidiary of any of their respective shares or the passing of a resolution to approve the same
- 8 The calling of a meeting of the Company or any Group Company for the purpose of considering, or the passing of, a resolution to amend the memorandum or articles of association of the Company or any Group Company
- 9 The calling of a meeting of the Company or any Group Company for the purpose of considering, or the passing of, any resolution of members (whether ordinary, special or extraordinary) of the Company or any Group Company in question in relation to any matter not specifically mentioned elsewhere in this schedule 3 (save in relation to the allotment and issue of any C Ordinary Shares and D Ordinary Shares in accordance with Article 3 2 1)
- 10 The creation of any mortgage, charge or other encumbrance over any of the assets of the Company or any Group Company other than
  - (1) arising by operation of law in the ordinary course of business by way of lien or retention of title, or
  - (2) where the aggregate value of assets encumbered other than in accordance with sub-paragraph (1) above is less than £1. million

- 11 Any change to the accounting reference date of the Company or any Group Company or any change to the accounting principles, policies or methods of the Company or any Group Company except to the extent required by the Act or by any accounting standard
- 12 The appointment or removal of the auditors of the Company or any Group Company
- 13 The taking of any steps by or on behalf of the Company or any Group Company which would or might result in any Listing or any Share Sale or Asset Sale becoming unconditional or being completed prior to the Repayment Date
- 14 The undertaking or entering into of any contract, agreement, arrangement or transaction (including any concerning employment or the provision of services) which, if the Shares of the Company were listed in the Official List of the UK Listing Authority, would constitute a transaction with a related party within the meaning of the Listing Rules published by the UK Listing Authority as in force from time to time
- 15 The giving by the Company or any Group Company of any guarantee, bond or indemnity in respect of or to secure the liabilities or obligations of any person (other than the Company or its wholly-owned subsidiary)
- 16 The adoption by the Company or the making of any material amendment to any business plan or the taking of any action by the Company or any Group Company materially inconsistent with the then relevant business plan if, as a result of so doing, the aggregate of such unprovided expenditure incurred by the Company and any Group Company in the period of the relevant business plan would exceed £250,000
- 17 The Company or any Group Company forming, entering into, terminating or withdrawing from any partnership, consortium, joint venture or other unincorporated association carrying on a trade or business or any other similar arrangement whether or not with a view to profit
- 18 Until such time as a remuneration committee is constituted, the Company or any Group Company entering into or varying any service contract or contract for services with any of their respective Directors (including the Employment Contracts), or establishing or amending any employee bonus incentive or profit sharing scheme under which the Directors may benefit, or entering into any transaction, agreement or arrangement for the benefit of any of their Directors and for this purpose the "Directors" of the Company and any Group Company shall include the Connected Persons of each such director
- 19 The registration of the transfer of any Shares unless permitted or required by the Articles, and the exercise of any discretion, power or authority or the giving of any consent required for such a transfer under the Articles
- 20 The Company or any Group Company entering into any arrangement, contract or transaction or incurring any liability which is outside the normal course of the business of the Company or that Group Company as its business is then carried on, or otherwise than on arms' length terms
- 21 The institution by the Company or any Group Company of any litigation, save for collection of debts arising in the ordinary course of business or any application for an interim injunction or other urgent application in circumstances where it is not practicable to obtain prior consent, other than where Gleeson unreasonably withholds or delays its consent
- 22 The borrowing of any money by the Company or any Group Company where the aggregate

amount of monies borrowed is more than £1,000,000 or any variation of the terms upon which the Company or any Group Company has borrowed any such moneys or the lending of any money or the giving of any credit by the Company or any Group Company other than in the ordinary course of business

- 23 The Company or any Group Company factoring any of their respective book debts
- 24 The Company or any Group Company entering into any hire purchase, rental or leasing agreement (other than in the ordinary course of business) the total capital cost of which, when aggregated with all other such commitments already entered into by the Company and its subsidiaries, will at any time be in excess of £100,000
- 25 The Company or any Group Company making any political contribution
- 26 Until such time as a remuneration committee is constituted, the Company or any Group Company increasing the Emoluments paid to or for the benefit of its past, present or future Directors or Senior Employees or their respective dependants
- 27 The appointment or removal or any change in the scope of authority of any Director, chief executive, managing director or any other executive officer of the Company or any Group Company
- 28 The declaration or payment by the Company of any dividends or other distribution of income, capital or profit

any has borrowed any such moneys or the lending of any money or the giving of any credit by the Company or any Group Company other than in the ordinary course of business

hire purchase, rental or leasing agreement (other than in the ordinary course of business) the total capital cost of which, when aggregated with all other such commitments already entered into by the Company and its subsidiaries, will at any time be in excess of £100,000

any political contribution

change in the scope of authority of any Director, chief executive, managing director or any other executive officer of the Company or any Group Company