

## Appendix 2 - Shareholders Agreement protection matters

## SCHEDULE 1

### SHAREHOLDER PROTECTION MATTERS

The following are Shareholder Protection Matters, save to the extent that any such decision relates to an Excluded Decision, and each such Shareholder Protection Matter shall require the prior written consent of the Shareholders marked 'Yes' below:-

Shareholder Protection Matter for	CPCA	PCC	ARU	Capable of giving rise to a Deadlock Matter?
<b>1. SPECIAL RESOLUTION MATTERS</b>				
1.1 Passing any resolution for PropCo which the Act prescribes to be passed by way of special resolution (as the same is defined by section 283 of the Act).	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>No</b>
<b>2. PROPCO CAPITAL</b>				
2.1 Issuing or allotting any shares in PropCo.	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>No</b>
2.2 Issuing, granting or consenting to the assignment of options over any Shares in PropCo.	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>No</b>
2.3 Creating any rights to convert other securities into shares in any PropCo	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>No</b>
2.4 Consolidating, sub-dividing, converting, cancelling or otherwise altering any of the rights attached to any of the issued shares (or any class of shares) in PropCo.	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>No</b>
2.5 Reorganising the share capital of PropCo.	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>No</b>
2.6 Purchasing (save as required or permitted under the Articles) or redeeming any shares in PropCo.	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>No</b>
2.7 PropCo repaying any amounts standing to the credit of any share premium account or capital redemption reserve or other surplus or reducing any uncalled liability in respect of partly paid shares.	<b>Yes</b>	<b>Yes</b>	<b>Yes</b>	<b>No</b>

Shareholder Protection Matter for		CPA	PCC	ARU	Capable of giving rise to a Deadlock Matter?
2.8	PropCo creating any borrowings or other indebtedness or obligation in the nature of borrowings (including obligations pursuant to any debenture, bond, note, loan, stock or other security and obligations pursuant to finance leases) which exceeds £10,000	Yes	Yes	Yes	Yes
2.9	PropCo creating any Encumbrance (or allowing one to subsist) over all or any part of the business, undertaking, property or assets of PropCo and PropCo issuing, granting or consenting to the assignment of options over any debentures or other securities.	Yes	Yes	Yes	Yes
3.	PropCo giving any guarantee, indemnity, security or letter of comfort in respect of the obligations of any other person involving a potential liability that exceeds £10,000.	Yes	Yes	Yes	Yes
3.1	Declaring or paying any distribution in respect of profits, assets or reserves or in any other way reducing the reserves of PropCo.	Yes	Yes	Yes	Yes
3.2	Approving the retention of profits of PropCo for working capital purposes.	Yes	Yes	Yes	Yes
4.	<b>PROPCO BUSINESS</b>				
4.1	PropCo expanding, developing or evolving the Business.	Yes	Yes	Yes	No
4.2	PropCo acquiring, or investing in, another business or company.	Yes	Yes	Yes	No
4.3	Entering into or participating in any joint venture, partnership or other profit-sharing arrangement with any person (or making any amendment or variation to any such arrangement after it has been approved).	Yes	Yes	Yes	No

Shareholder Protection Matter for		CPA	PCC	ARU	Capable of giving rise to a Deadlock Matter?
4.4	Otherwise than in accordance with this Agreement, PropCo materially altering or in any way disposing of (whether through amalgamation, merger, consolidation, sale, transfer, entry into a lease or licence, or otherwise) all or a substantial part of the Business, undertaking, property or assets of PropCo, whether by a single transaction or series of transactions, related or not, and whether by way of sale of assets or some other arrangement.	Yes	Yes	Yes	No
4.5	PropCo entering into any transaction or arrangement outside of the ordinary course of the Business, or making any amendment or variation to any such transaction or arrangement after it has been approved.	Yes	Yes	Yes	No
4.6	PropCo entering into:				
4.6.1	any contract, liability or commitment (including capital expenditure) which exceeds £10,000;	Yes	Yes	Yes	Yes
4.6.2	any contract, liability or commitment (including capital expenditure) which exceeds ten (10) per cent of the aggregate budgeted expenditure of PropCo and PropCo Subsidiaries for the relevant Financial Year; or	Yes	Yes	Yes	Yes
4.6.3	any series of connected contracts, liabilities or commitments (including capital expenditure) which in aggregate exceed ten (10) per cent of the aggregate budgeted expenditure of PropCo and PropCo Subsidiaries for the relevant Financial Year.	Yes	Yes	Yes	Yes

Shareholder Protection Matter for		CPCA	PCC	ARU	Capable of giving rise to a Deadlock Matter?
4.7	The commencement of any winding up or dissolution of PropCo, or of the appointment of any liquidator or administrator in respect of PropCo, save as expressly contemplated by this Agreement or as required by Law.	Yes	Yes	Yes	No
4.8	Making any variation to the Business Plans	Yes	Yes	Yes	Yes
4.9	Making any material amendments to the Agreed Form Approved Design	Yes	Yes	Yes	No
5.	<b>RELATED PARTY TRANSACTIONS</b>				
5.1	PropCo entering into, terminating or varying (except for minor variations unlikely to have a material impact on PropCo) any contract, terms, material transaction or other arrangement (whether legally binding or not and, for the avoidance of doubt, including any Project Agreement) with:				
5.1.1	any Shareholder;	Yes	Yes	Yes	Yes
5.1.2	any member of a Shareholder's Group; or	Yes	Yes	Yes	Yes
5.1.3	any person connected with a Shareholder or a member of a Shareholder's Group.	Yes	Yes	Yes	Yes
5.2	The amendment of any fee payable by PropCo (except for minor variations unlikely to have a material impact on PropCo) under a contract (including, for the avoidance of doubt, any Project Agreement) with any Shareholder, any member of a Shareholder's Group or any person connected with a member of a Shareholder of a Shareholder's Group.	Yes	Yes	Yes	Yes

Shareholder Protection Matter for		CPA	PCC	ARU	Capable of giving rise to a Deadlock Matter?
5.3	PropCo entering into any transaction, paying any management charges (or any other payment whether gratuitous or in consideration of past or future services) or assuming any liability or obligation, in each case for the direct or indirect benefit of any of the Directors or any of the Shareholders or any member of a Shareholder's Group other than as expressly provided in this Agreement, in each case, otherwise than on arm's length commercial terms and for full value.	Yes	Yes	Yes	No
<b>6. OTHER ISSUES OF IMPORTANCE TO SHAREHOLDERS</b>					
6.1	Moving the central management and control of PropCo outside the UK.	Yes	Yes	Yes	No
6.2	Moving PropCo tax residence outside the UK.	Yes	Yes	Yes	No
6.3	PropCo making any political donation.	Yes	Yes	Yes	No
6.4	The approval of (and any change to) PropCo policy which potentially impacts on the statutory liability of Shareholders or Directors (eg anti-bribery and corruption, health and safety, non-discrimination).	Yes	Yes	Yes	Yes
6.5	The initiation, conduct, settlement or abandoning of any legal, arbitration or other dispute resolution proceedings by PropCo which does not:				
6.5.1	involve a Related Claim and/or a Shareholder Claim; and	Yes	Yes	Yes	No
6.5.2	for which the claim or liability (including related costs) is or may be in excess of £10,000.	Yes	Yes	Yes	No

Shareholder Protection Matter for		CPCA	PCC	ARU	Capable of giving rise to a Deadlock Matter?
6.6	Ceasing to carry on the Business or the carrying on of the Business on any materially reduced scale	Yes	Yes	Yes	Yes
6.7	The commencement of any new business not being ancillary or incidental to the Business.	Yes	Yes	Yes	No
6.8	Creating or amending any bonus, profit sharing or other financial incentive scheme;	Yes	Yes	Yes	No
6.9	Making any change to its auditors or its accounting reference date;	Yes	Yes	Yes	No
6.10	Appointing or removing any Director otherwise than in accordance with the provisions of this Agreement;	Yes	Yes	Yes	No
6.11	The establishment of and delegation of powers to any committee of the Board or, in the case of any subsidiary, any committee of its board of Directors;	Yes	Yes	Yes	No
7.	<b>ADDITIONAL MATTERS</b>				
7.1	Making changes to bank mandates or scopes of authority therein;	Yes	Yes	Yes	No
7.2	Engaging employees;	Yes	Yes	Yes	No
7.3	Establishing or amending any pension scheme;	Yes	Yes	Yes	No
7.4	Factoring or discounting any debts;	Yes	Yes	Yes	No
7.5	Making any agreements with revenue authorities or any other taxing authority;	Yes	Yes	Yes	No
7.6	Changing bankers	Yes	Yes	Yes	No
7.7	Changing the name of PropCo	Yes	Yes	Yes	No
7.8	Entry into any distribution or similar agreement;	Yes	Yes	Yes	No
7.9	Giving notice of termination of any arrangements of a material nature to PropCo	Yes	Yes	Yes	Yes

