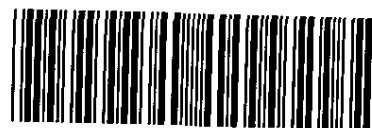


COMPANY NUMBER: 09223691

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

THURSDAY



A08 *A8CWJYAY* 29/08/2019 #446
COMPANIES HOUSE

Written resolution of

CINCOM SYSTEMS TRUSTEE (UK) LIMITED (the Company)

CIRCULATED ON *14th August* 2019 (the Circulation Date)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution be passed as a special resolution (the **Resolution**).

SPECIAL RESOLUTION

THAT the articles of association attached to this Resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.

Please read the explanatory notes at the end of this document before signifying your agreement to the resolutions.

We, the undersigned, were at the time the resolution was circulated entitled to vote on the resolution and irrevocably agree to the resolution.

Signed

Date

14th August 2019

Signed by *Don Vick*, a director, for and on behalf of
Cincom Systems (UK) Limited (company number
01666547)

EXPLANATORY NOTES FOR SHAREHOLDERS

- 1 If you agree to the resolution, please signify your agreement by signing and dating this document where indicated above and returning it to the Company.
- 2 Once you have signified your agreement to the resolution, you may not revoke your agreement.
- 3 Unless, by the date falling 28 days following the Circulation Date, sufficient agreement has been received for the resolution to be passed, it will lapse. If you agree to the resolution, please ensure that signification of your agreement reaches us before or on this date.
- 4 Sufficient agreement will have been reached to pass an ordinary resolution if eligible members (ie, members who were entitled to vote at the time the resolution was circulated) representing a simple majority of the total voting rights of eligible members signify their agreement to it. Sufficient agreement will have been reached to pass a special resolution if eligible members representing not less than 75% of the total voting rights of eligible members signify their agreement to it.

PRIVATE COMPANY LIMITED BY SHARES

CINCOM SYSTEMS TRUSTEE (UK)

Company number 09223691

Incorporated on 17 September 2014

Amended Articles adopted by Written Resolution of the Company on

14th August 2019

The Companies Act 2006

Private Company Limited by Shares

Articles of Association

Of

Cincom Systems Trustee (UK) Limited

1 Interpretation

1.1 In these Articles, the following words have the following meanings:

Additional Requirements	Director	the additional regulations relating to the Company from time to time as agreed in writing by a majority of the directors and approved in writing by the Principal
Administration Regulations		the Occupational Pension Schemes (Scheme Administration) Regulations 1996, including any subsequent legislation or regulations amending or replacing these regulations
Board		The board of directors of the Company
Companies Acts		the Companies Acts as defined in section 2 of the Companies Act 2006 in so far as they apply to the Company
Company		Cincom Systems Trustee (UK) Limited whose company registration no. is 9223691
Model Articles		the model articles for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008
MND Requirements		the requirements set out in the Pensions Act 2004 (and the regulations made under that Act, and any subsequent legislation amending or replacing the Pensions Act 2004) for the selection of trustees (and where a company is a trustee, the directors of that company) by the members of an occupational pension scheme established under trust
Pension Plan		the Pension Plan of Cincom Systems (UK) Limited
Principal		Cincom Systems (UK) Limited, or if there is a change of principal employer of the Pension Plan (in accordance with the terms of the Pension Plan), the company (or other body) which becomes the principal employer of the Pension Plan

1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.

1.3 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company.

- 1.4 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.5 Articles 11, 12, 13, 17 and 18 of the Model Articles shall not apply to the Company.
- 1.6 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.7 A reference in these Articles to an **Article** is a reference to the relevant Article of these Articles unless expressly provided otherwise.
- 1.8 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.9 Save as expressly provided otherwise in these Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force.

2 Objects of the Company

The purpose of the Company is to be the trustee of the Pension Plan and to carry on all the associated offices, duties, powers and discretions associated with being a pension scheme trustee as set out in the governing documentation of the Pension Plan, legislation and general law.

3 Appointment and removal of directors

- 3.1 If and for so long as the Company is a trustee of a trust based pension plan to which the MND Requirements apply, the Company and the Principal shall ensure that Additional Director Requirements are implemented which meet the requirements of the MND Requirements. Without limiting the foregoing provision of this Article:
 - 3.1.1 directors selected by or on behalf of the members of the Pension Plan in accordance with the MND Requirements and the Additional Director Requirements shall be appointed to and removed from office by the other directors; and
 - 3.1.2 directors not selected by or on behalf of the members of the Pension Plan in accordance with Article 3.1.1 above shall be appointed to and removed from office by the Principal.
- 3.2 Subject to Article 3.3, the terms of the MND Requirements and the Additional Director Requirements shall override any provisions of these Articles which are inconsistent.
- 3.3 At any time when the MND Requirements do not apply, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:
 - 3.3.1 by ordinary resolution; or
 - 3.3.2 by a decision of the directors.

4 Calling a directors' meeting

In addition to the requirements of Model Article 9, notice of any occasion at which decisions may be taken by agreement of a majority of directors must comply with the requirements of section 32 of the Pensions Act 1995 and under any applicable requirements of the Administration Regulations.

5 Quorum for directors' meetings

- 5.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 5.2 The quorum for any meeting of which notice has been given to all the directors shall be the majority of the Board (unless a different number is required under the MND Requirements or the Additional Director Requirements).
- 5.3 If and so long as there is only one director, that director may exercise all the powers and authorities vested in the directors by these articles and accordingly the quorum for the transaction of business in those circumstances shall be one.
- 5.4 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
 - 5.4.1 to appoint further directors; or
 - 5.4.2 to call a general meeting so as to enable the shareholders to appoint further directors.

6 Chairing of directors' meetings

- 6.1 The Principal may appoint a director to chair a meeting of the directors.
- 6.2 The person so appointed for the time being is known as the chairperson.
- 6.3 The directors will ensure that any appointments made under this Article 6 comply with the MND Requirements and the Additional Director Requirements.

7 Casting vote

- 7.1 If the numbers of votes for and against a proposal are equal, the chairperson or other director chairing the meeting has a casting vote (subject to any different provision in the MND Requirements or the Additional Director Requirements).
- 7.2 But this does not apply if, in accordance with the Articles, the chairperson or other director is not to be counted as participating in the decision making process for quorum or voting purposes.

8 Alternate directors

- 8.1 Subject to receiving the prior written consent of the chairman or the Principal (as the case may be), a director (the **Appointor**) may nominate any person to act as his alternate.
- 8.2 The written consent must:
 - 8.2.1 identify the proposed alternate;
 - 8.2.2 identify the duration for which the nominated person shall act as the Appointor's alternate; and
 - 8.2.3 contain a signed statement by the alternate that he is willing to act.
- 8.3 The alternate shall only be appointed as the Appointor's alternate on the earlier of the following circumstances:
 - 8.3.1 the Appointor notifying the alternate of his appointment in writing; or

- 8.3.2 the Appointor being considered unable to fulfil his duties as a director by the Principal (in the Principal's absolute discretion).
- 8.4 Until the alternate is appointed pursuant to Article 8.3, the alternate shall have no duties, rights or responsibilities in respect of the Company.
- 8.5 On the appointment of the alternate, the alternate director may:
- 8.5.1 exercise his Appointor's powers; and
- 8.5.2 carry out his Appointor's responsibilities,
- in relation to the taking of decisions by the directors in the absence of the alternate's Appointor.
- 8.6 An alternate has the same rights in relation to any decision of the directors as that alternate's Appointor.
- 8.7 Except as the Articles specify otherwise, alternates:
- 8.7.1 are deemed for all purposes to be directors;
- 8.7.2 are liable for their own acts and omissions;
- 8.7.3 are subject to the same restrictions as their Appointors; and
- 8.7.4 are not deemed to be agents of or for their Appointors,
- and, in particular, each alternate shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a member.
- 8.8 A person who is an alternate but not a director:
- 8.8.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating); and
- 8.8.2 may participate in a unanimous decision of the directors.
- 8.9 A Principal appointed director who is also an alternate is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor in addition to his own vote on any decision of the directors.
- 8.10 A meeting of the directors shall be considered quorate notwithstanding that a majority of the Board is not present provided that all the directors present together with any alternates appointed under article 8.1 (which are also present) represent a majority of the Board.
- 8.11 An alternate may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate.
- 8.12 An alternate's appointment as an alternate shall terminate:
- 8.12.1 on the date notified to the alternate by the Principal in writing;
- 8.12.2 when the alternate's Appointor revokes the appointment by notice to the chairman or the Principal (as the case may be) in writing specifying when it is to terminate;

- 8.12.3 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director; or
- 8.12.4 when the alternate's Appointor ceases to be a director for whatever reason.