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**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

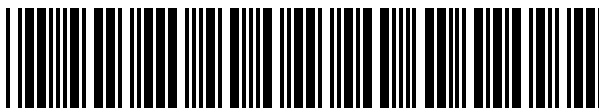
Company Number **13521604**

The Registrar of Companies for England and Wales, hereby certifies that

FIRMENICH WELLINGBOROUGH PENSION TRUSTEE LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **20th July 2021**



N135216049



Companies House



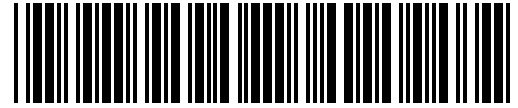
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **19/07/2021**

XA92MJER

Company Name in full:

FIRMENICH WELLINGBOROUGH PENSION TRUSTEE LIMITED

Company Type:

Private company limited by guarantee

Situation of Registered Office:

England and Wales

Proposed Registered Office Address:

**HAYES ROAD SOUTHALL
MIDDLESEX
UNITED KINGDOM UB2 5NN**

Sic Codes:

99999

Proposed Officers

Company Secretary 1

Type: **Corporate**
Name: **CLARK BENEFIT CONSULTING LIMITED**
Principal / Business Address: **71-75 SHELTON STREET
LONDON
UNITED KINGDOM WC2H 9JQ**

UK Limited Company

Registration Number: **8235483**

The subscribers confirm that the corporate body named has consented to act as a secretary.

Company Director *1*

Type:	Person
Full Forename(s):	MRS CHRISTINE
Surname:	BRISTOW
Service Address:	HAYES ROAD SOUTHALL MIDDLESEX UNITED KINGDOM UB2 5NN
Country/State Usually Resident:	UNITED KINGDOM

Date of Birth: ****/11/1958** *Nationality:* **BRITISH**
Occupation: **RETIRED**

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type:	Person
Full Forename(s):	MR ROBERT BARRY
Surname:	TAYLOR
Service Address:	HAYES ROAD SOUTHALL MIDDLESEX UNITED KINGDOM UB2 5NN
Country/State Usually Resident:	UNITED KINGDOM

Date of Birth: ****/11/1938** *Nationality:* **BRITISH**
Occupation: **RETIRED**

The subscribers confirm that the person named has consented to act as a director.

Company Director 3

Type:	Person
Full Forename(s):	MR JAMES BRENDAN
Surname:	PIERSE
Service Address:	HAYES ROAD SOUTHALL MIDDLESEX UNITED KINGDOM UB2 5NN
Country/State Usually Resident:	UNITED KINGDOM

Date of Birth: ****/01/1974** *Nationality:* **BRITISH**
Occupation: **ACCOUNTANT**

The subscribers confirm that the person named has consented to act as a director.

Company Director 4

Type:	Person
Full Forename(s):	MRS DONNA MARIE
Surname:	PULLEN
Service Address:	HAYES ROAD SOUTHALL MIDDLESEX UNITED KINGDOM UB2 5NN
Country/State Usually Resident:	UNITED KINGDOM

Date of Birth: ****/06/1971** *Nationality:* **BRITISH**
Occupation: **DIRECTOR**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **CHRISTINE BRISTOW**

Address **HAYES ROAD SOUTHALL
MIDDLESEX
UNITED KINGDOM
UB2 5NN**

Amount Guaranteed **1**

Name: **ROBERT BARRY TAYLOR**

Address **HAYES ROAD SOUTHALL
MIDDLESEX
UNITED KINGDOM
UB2 5NN**

Amount Guaranteed **1**

Name: **JAMES BRENDAN PIERSE**

Address **HAYES ROAD SOUTHALL
MIDDLESEX
UNITED KINGDOM
UB2 5NN**

Amount Guaranteed **1**

Name: **DONNA MARIE PULLEN**

Address **HAYES ROAD SOUTHALL
MIDDLESEX
UNITED KINGDOM
UB2 5NN**

Amount Guaranteed **1**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

<i>Name:</i>	CHRISTINE BRISTOW
<i>Authenticated</i>	YES
<i>Name:</i>	ROBERT BARRY TAYLOR
<i>Authenticated</i>	YES
<i>Name:</i>	JAMES BRENDAN PIERSE
<i>Authenticated</i>	YES
<i>Name:</i>	DONNA MARIE PULLEN
<i>Authenticated</i>	YES

Authorisation

<i>Authoriser Designation:</i>	subscriber	<i>Authenticated</i>	YES
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COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of FIRMENICH WELLINGBOROUGH PENSION TRUSTEE LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication
CHRISTINE BRISTOW	Authenticated Electronically
ROBERT BARRY TAYLOR	Authenticated Electronically
JAMES BRENDAN PIERSE	Authenticated Electronically
DONNA MARIE PULLEN	Authenticated Electronically

Dated: 19/07/2021

Company No.

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

FIRMENICH WELLINGBOROUGH PENSION TRUSTEE LIMITED

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PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

Defined terms

1. In the articles, unless the context requires otherwise:

“articles” means the Trustee Company’s articles of association;

“bankruptcy” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

“Chair of the Meeting” has the meaning given in article 29;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006 (*The Companies Acts*)), in so far as they apply to the Trustee Company;

“Trustee Company” means Firmenich Wellingborough Pension Trustee Limited;

“conflict of interest” has the meaning given in article 16(2);

“Director” means a director of the Trustee Company, and includes any person (whether an individual or a body corporate) occupying the position of director, by whatever name called;

“document” includes, unless otherwise specified, any document sent or supplied in electronic form;

“electronic form” has the meaning given in section 1168 of the Companies Act 2006 (*Hard copy and electronic form and related expressions*);

“group company” means:

- (i) the Principal Employer;
- (ii) any “associated company” (as defined in section 256 of the Companies Act 2006 (*Associated bodies corporate*)) of the Principal Employer; or
- (iii) any “group undertaking” (as defined in section 1161 of the Companies Act 2006 (*Meaning of “undertaking” and related expressions*)) of the Principal Employer;

“hard copy form” has the meaning given in section 1168 of the Companies Act 2006 (*Hard copy and electronic form and related expressions*);

“meeting” includes a meeting conducted by telephone, video conference call, conference call or any other medium which permits persons taking part to communicate, interactively and verbally, with each other;

“member” means, unless specifically stated to the contrary, a member of the Trustee Company and has the meaning given to the word “member” in section 112 of the Companies Act 2006;

“MND arrangements” means any arrangements implemented by the trustee(s) of the Pension Scheme in accordance with the MND laws for the nomination and selection of Directors;

“MND laws” means the provisions set out in the Pensions Act 2004 (and any subsequent legislation amending or replacing the Pensions Act 2004), and in any regulations made under any such legislation, for the selection of directors of a trustee company by the members of an occupational pension scheme established under trust;

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006 (*Ordinary resolutions*);

“paid” means paid or credited as paid;

“participate”, in relation to a directors’ meeting, has the meaning given in article 12;

“Pension Scheme” means the Firmenich Wellingborough Employee Benefits Plan, established (as the Danisco Cultor Employee Benefits Plan) with effect on and from 1 October 1971 and which is currently governed by a Consolidated Trust Deed and Rules adopted by a Deed of Variation dated 27 July 2011 (as amended);

“Principal Employer” means Firmenich UK Limited (registered number 02503296) or if there is a change of principal employer of the Pension Scheme (in accordance with the terms of the Pension Scheme), the company (or other body) which becomes the principal employer of the Pension Scheme;

“proxy notice” has the meaning given in article 35;

“seal” means the common seal of the Trustee Company;

“secretary” means the secretary of the Trustee Company or any other person appointed to perform the duties of the secretary of the Trustee Company, including a joint, assistant or deputy secretary;

“signed” means signed in writing or by means of electronic signature;

“special resolution” has the meaning given in section 283 of the Companies Act 2006 (*Special resolutions*);

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006 (*Meaning of “subsidiary” etc*);

“Trustee Chair” has the meaning given in article 14; and

“writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, other words or expressions contained in these articles bear the meaning given to them by the Companies Act 2006 as in force on the date when these articles become binding on the Trustee Company.

In accordance with section 20(1) of the Companies Act 2006, the provisions of Schedule 2 to the Companies (Model Articles) Regulations 2008 shall not apply to the Trustee Company and are hereby excluded in their entirety.

Objects of the Trustee Company

2. The objects of the Trustee Company are unrestricted. The purpose of the Trustee Company is to be the trustee of an occupational pension scheme 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 one or more occupational pension schemes, legislation and general law.

Liability of members

3. The liability of each member of the Trustee Company is limited to £1, being the amount that each member undertakes to contribute to the assets of the Trustee Company in the event of its being wound up while a member or within one year after ceasing to be a member, for:
 - (1) payment of the Trustee Company's debts and liabilities contracted before ceasing to be a member;

- (2) payment of the costs, charges and expenses of the winding up; and
- (3) adjustment of the rights of the contributories among themselves.

Income

- 4.
 - (1) The income and property of the Trustee Company from wherever derived shall be applied solely in promoting the Trustee Company's objects.
 - (2) No distribution shall be paid or capital otherwise returned to the members in cash or otherwise. Nothing in these articles shall prevent any payment in good faith by the Trustee Company of:
 - (a) reasonable and proper remuneration to any member, officer or servant of the Trustee Company for any services rendered to the Trustee Company;
 - (b) any interest on money lent by any member or any Director at a reasonable and proper rate;
 - (c) reasonable and proper rent for premises demised or let by any member or Director; or
 - (d) reasonable out-of-pocket expenses properly incurred by any Director.

Winding Up

- 5. On the winding-up or dissolution of the Trustee Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the members (except to a member who qualifies under this article 5) but shall be transferred to another body with objects similar to those of the Trustee Company. The identity of such body shall be determined by resolution of the members at or before the time of winding up or dissolution and, subject to any such resolution of the members, such a determination may be made by resolution of the Directors at or before the time of winding up or dissolution.

PART 2

DIRECTORS

Directors' Powers and Responsibilities

Directors' general authority

6. Subject to the articles, the Directors are responsible for the management of the Trustee Company's business, for which purpose they may exercise all the powers of the Trustee Company.

Directors may delegate

7.
 - (1) Subject to the articles, the Directors may delegate any of the powers which are conferred on them under the articles:
 - (a) to such person or such committee (which may include a person or persons who are not Directors);
 - (b) by such means (including by power of attorney);
 - (c) to such an extent;
 - (d) in relation to such matters or territories; and
 - (e) on such terms and conditions;as they think fit.
 - (2) If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
 - (3) The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

Committees

8.
 - (1) Committees to which the Directors delegate any of their powers must follow procedures which are based on those provisions of the articles which govern the taking of decisions by Directors, as far as they are applicable, and subject to article 8(2) below.
 - (2) The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

Decision-Making by Directors

Directors to take decisions collectively

9. Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with article 10.

Unanimous decisions

10. (1) A decision of the Directors is taken in accordance with this article 10 when all Eligible Directors indicate to each other that they share a common view on a matter.
- (2) Such a decision shall take the form of a resolution in writing, copies of which have been signed by each Eligible Director, or to which each Eligible Director has otherwise indicated agreement in writing. If signed, such a resolution may be executed in any number of counterparts and this shall have the same effect as if signatures on the counterparts were on a single copy of the resolution.
- (3) References in this article 10 to “**Eligible Directors**” are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors’ meeting.
- (4) A decision may not be taken in accordance with this article 10 if the Eligible Directors would not have formed a quorum at such a meeting.
- (5) No decision may be taken in accordance with this article 10 in order to authorise a matter for the purposes of article 16 below.

Calling a directors’ meeting

11. (1) Any Director may call a directors’ meeting by giving reasonable notice of the meeting to the Directors or by authorising the company secretary (if any) of the Trustee Company to give such notice.
- (2) Notice of any directors’ meeting must indicate:
- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- (3) Notice of a directors’ meeting must be given in writing to each Director.

Participation in directors' meetings

12. (1) Subject to the articles, Directors participate in a directors' meeting, or part of a directors' meeting, when:
- (a) the meeting has been called and takes place in accordance with the articles; and
 - (b) they can each verbally communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- (2) In determining whether Directors are participating in a directors' meeting, it is irrelevant where any Director is or by what technological medium they communicate verbally with each other.
- (3) If all the Directors participating in a directors' meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- (4) If and to the extent that any Director is a body corporate, it shall be deemed to be participating in a directors' meeting if its duly-authorised representative is (or would be, were he or she an individual Director) participating in that meeting in accordance with article 12(1).

Quorum for directors' meetings

13. (1) The quorum for directors' meetings is two Directors, or such higher number as the Directors may from time to time decide (in accordance with articles 9 and 10, and whether (i) for a specific purpose and/or period of time or (ii) generally and/or without temporal limitation).
- (2) The start of any meeting may be delayed by up to fifteen minutes after the time at which it was due to start, but if no quorum is present by that time, no proposal is to be voted on except a proposal to call another meeting.
- (3) If the total number of Directors for the time being is less than the number required to constitute a quorum, the Directors must not take any decision other than to call a general meeting so as to enable the members to appoint further Directors.

Chairing of directors' meetings

14. Unless the MND arrangements provide otherwise, in which case the terms of the MND arrangements shall be followed to the extent that they differ from the provisions below:

- (1) the Directors may appoint a Director to chair their meetings;
- (2) the person so appointed for the time being is known as the Trustee Chair;
- (3) the Directors may terminate the Trustee Chair's appointment as such at any time; and
- (4) if the Trustee Chair is not participating in a directors' meeting within five minutes after the time at which it was to start, the participating Directors must appoint one of themselves to chair it (and if there is a tie, the Chair of the Meeting will be chosen by lot).

Casting vote

15. If the numbers of votes for and against a proposal are equal, the Chair of the Meeting has a casting vote.

Conflicts of interest

Authorising situations of actual or potential conflict

- 16.**
- (1) The Directors may (subject always to their right to vary or terminate such authorisation at any time and subject to such terms, conditions and limitations as may be imposed from time to time in accordance with article 16(5) below) authorise any matter (including for the purposes of these articles, and without limitation, any circumstance or situation or state of affairs) which would otherwise result in a Director infringing a duty to avoid a situation in which there is a conflict of interest, provided that authorisation under this article 16 shall only be effective if:
 - (a) authorisation of the matter in question shall have been proposed in writing for consideration at a directors' meeting, in accordance with the board's normal procedures or in such other manner as the Directors may approve;
 - (b) any requirement as to the quorum at the meeting at which such matter is considered for authorisation is met without

counting the Director in question or any other interested Director (together the “Interested Directors”); and

- (c) authorisation of such matter was agreed to at that directors’ meeting without any Interested Director voting or would have been agreed to if the votes of the Interested Directors had not been counted.

(2) For the purposes of this article 16:

- (a) a Director has a conflict of interest if he or she has or could have (in any capacity) a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Trustee Company and which may reasonably be regarded as likely to give rise to an actual or possible such conflict;
- (b) “conflict of interest” for these purposes includes both a conflict of an interest and a duty, and a conflict of duties; and
- (c) any authorisation of a matter pursuant to this article 16 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.

Authorised circumstances

- (3) Notwithstanding that a Director has (or may have) a conflict of interest, a Director is (subject to article 16(4)) authorised to act in the capacity disclosed in relation to that conflict (without further authorisation being required under article 16(1)) where the Director (or a person connected with the Director):
 - (a) is a director or other officer of, or employed by, or otherwise interested in any group company;
 - (b) acts as a trustee, or as a director or other officer of a corporate trustee, of any other pension or benefits arrangement;
 - (c) acts (or any firm of which he or she is a partner, employee or member acts) in a professional capacity for any group

company (other than as auditor) whether or not for remuneration or for any other benefit;

- (d) is a member of the Pension Scheme or any occupational pension scheme of which the Trustee Company is a trustee;
- (e) is a member of any other pension or benefits arrangement; or
- (f) is a representative of a recognised trade union.

Authorisation subject to disclosure and other terms

- (4)
 - (a) Authorisation under article 16(3) is subject to the Director having disclosed the situation of conflict (or potential conflict) to the board in accordance with the board's normal procedures.
 - (b) In accordance with article 16(7), a Director acting in any of the circumstances referred to in article 16(3) will not be in breach of the general duty under section 175 of the Companies Act 2006. Such Director shall also be counted as participating in the decision-making process for quorum, voting or other arrangement of business purposes unless the other Directors decide otherwise.
- (5) Any authorisation of a matter under articles 16(1) or 16(3) shall be subject to such terms, conditions and limitations as the Directors may from time to time determine. Where a matter has been authorised by the Directors subject to the terms and conditions in articles 16 or 17, the Director shall act in accordance with such terms, conditions and limitations and shall comply with any obligations imposed on him or her.
- (6) If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Trustee Company in which a Director has an interest, that Director may be counted as participating in the decision-making process for quorum, voting or arrangement purposes unless the other Directors decide otherwise.
- (7) The general duties which a Director owes to the Trustee Company pursuant to sections 171 to 177 of the Companies Act 2006 will not be infringed by anything done (or omitted to be done) by a Director in

accordance with the provisions of this article 16 or any terms, conditions or limitations imposed pursuant to this article 16.

- (8) A Director shall not, by reason of that office, be accountable to the Trustee Company for any benefit which the Director (or a connected person) derives from or in relation to any matter which has been authorised by the Directors pursuant to this article 16 (subject to any terms, conditions or limitations to which such authorisation was subject), nor shall the receipt of such benefit constitute a breach of duty under section 176 of the Companies Act 2006, and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.
- (9) Where proposals are under consideration concerning the appointment of two or more Directors to offices or employment with the Trustee Company or any body corporate in which the Trustee Company is interested the proposals may be divided and considered in relation to each Director separately and (provided he or she is not for another reason precluded from voting) each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning the Director's own appointment.
- (10) If a question arises at a directors' meeting (or of a committee or sub-committee appointed pursuant to these articles) as to the right of a Director or member of such committee or sub-committee to vote, the question may, before the conclusion of the meeting, be referred to the Chair of the Meeting whose ruling in relation to any Director or member of such committee or sub-committee shall be final and conclusive.

Confidential information

- 17. If a matter has been authorised by the Directors in accordance with article 16(1) (or is otherwise authorised under article 16(3)) then, unless the Directors resolve otherwise:
 - (1) the Director shall not be required to disclose any confidential information relating to such matter to the Trustee Company or to use such information in relation to the Trustee Company's affairs if to make such a disclosure or use would result in a breach of duty or obligation

or confidence owed by him to another person in relation to or in connection with that matter; and

- (2) the Director may absent himself from directors' meetings or the relevant section of any such meeting at which anything relating to that matter will or may be discussed.

The application of this article 17 is subject to any equitable, legal or regulatory requirement which may override it.

Records of decisions to be kept

18. The Directors must ensure that the Trustee Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every decision taken by the Directors.

Directors' discretion to make further rules

19. Subject to the articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors.

Appointment of Directors

Power to appoint Directors

20. Directors will be appointed by the Principal Employer. There shall be no more than six Directors and no fewer than two.

Termination of Director's appointment

21. A person ceases to be a Director as soon as:
 - (1) that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law;
 - (2) a bankruptcy order is made against that person;
 - (3) a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - (4) a registered medical practitioner who is treating that person gives a written opinion to the Trustee Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;

- (5) notification is received by the Trustee Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms;
- (6) that person no longer qualifies to continue as a Director under the MND arrangements; or
- (7) that person is removed by the Principal Employer, subject to the consent of all the other Directors to the extent required by the MND laws.

A person may be removed from office by reason of their mental health if, following a court order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have, all the other Directors unanimously decide that he or she should be removed.

Any termination of a Director's appointment under this article 21 shall comply with the MND arrangements.

Member-nominated Directors

22. If and for so long as the Trustee Company is a trustee of a pension scheme to which the MND laws apply, the Directors shall to the extent that it is within their control ensure that MND arrangements are implemented in accordance with them.

Directors' remuneration

23. (1) Directors may undertake any services for the Trustee Company that it decides.
- (2) Directors are entitled to such remuneration as may be agreed between the Principal Employer and the Trustee Company:
- (a) for their services to the Trustee Company as Directors; and
 - (b) for any other service which they undertake for the Trustee Company.
- (3) Subject to the articles, a Director's remuneration may:
- (a) take any form; and

- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- (4) Unless the Trustee Company decides otherwise, Directors' remuneration accrues from day to day.
- (5) Trustee Company Directors are not accountable to the Trustee Company for any remuneration which they receive as directors or other officers or employees of the Trustee Company's subsidiaries or of any other body corporate in which the Trustee Company is interested.

Directors' expenses

24. The Trustee Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:
- (a) meetings of Directors or of committees of Directors;
 - (b) general meetings; or
 - (c) separate meetings of the holders of debentures of the Trustee Company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Trustee Company.

PART 3

MEMBERS

Becoming and Ceasing to be a Member

Membership

25. (1) The members of the Trustee Company shall be the Directors from time to time.
- (2) The consent of a person to being appointed as a Director shall also be deemed to constitute an application for membership of the Trustee Company, and upon appointment as a Director such membership shall take effect accordingly.
- (3) Any administrative defect in (or in recording) the appointment of that person as a member shall not, for the avoidance of doubt, invalidate

or in any way impact upon the efficacy of his or her appointment as a Director.

- (4) Notwithstanding any other provision of these articles, each member of the Trustee Company shall rank *pari passu* with each other member of the Trustee Company.

Termination of membership

- 26. (1) Membership is not transferable and may only cease in accordance with this article 26.
- (2) A person's membership terminates when that person dies or, if a corporate entity, ceases to exist.
- (3) Membership shall terminate if a member ceases to be a Director of the Trustee Company for any reason.

PART 4

DECISION-MAKING BY MEMBERS

Organisation of General Meetings

Attendance and speaking at general meetings

- 27. (1) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate verbally to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- (2) A person is able to exercise the right to vote at a general meeting when:
 - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- (3) The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

- (4) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- (5) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.
- (6) If and to the extent that any member of the Trustee Company is a body corporate, its duly authorised representative shall be entitled (on behalf of such body corporate) to exercise the same powers as it could exercise were it, the body corporate, an individual member.

Quorum for general meetings

28. No business other than the appointment of the Chair of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. The quorum for general meetings shall be two members, present in person or by proxy.

Chairing general meetings

29. (1) If the Directors have appointed a Trustee Chair, that person shall chair general meetings if present and willing to do so.
- (2) If the Directors have not appointed a Trustee Chair, or if the Trustee Chair is unwilling to chair the meeting or is not present within five minutes after the time at which a meeting was due to start:
- (a) the Directors present; or
 - (b) (if no Directors are present) the meeting;
- must appoint a Director or member to chair the meeting, and the appointment of such person for such purpose must be the first business of the meeting.
- (3) The person chairing a meeting in accordance with this article 29 is referred to as **“the Chair of the Meeting”**.

Attendance and speaking by Directors and non-members

30. (1) Directors may attend and speak at general meetings.

- (2) The Chair of the Meeting may permit other persons who are not members of the Trustee Company to attend and speak at a general meeting.

Adjournment

- 31.
 - (1) If the persons attending a general meeting within fifteen minutes after the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chair of the Meeting must adjourn it.
 - (2) The Chair of the Meeting may adjourn a general meeting at which a quorum is present if:
 - (a) the meeting consents to an adjournment; or
 - (b) it appears to the Chair of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
 - (3) The Chair of the Meeting must adjourn a general meeting if directed to do so by the meeting.
 - (4) When adjourning a general meeting, the Chair of the Meeting must:
 - (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
 - (5) If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Trustee Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
 - (a) to the same persons to whom notice of the Trustee Company's general meetings is required to be given; and
 - (b) containing the same information which such notice is required to contain.

- (6) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

Voting at General Meetings

Voting: general

32. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.

Errors and disputes

33. (1) No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- (2) Any such objection must be referred to the Chair of the Meeting, whose decision is final.

Poll votes

34. (1) A poll on a resolution may be demanded:
- (a) in advance of the general meeting where it is to be put to the vote; or
 - (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- (2) A poll may be demanded by:
- (a) the Chair of the Meeting;
 - (b) the Directors;
 - (c) two or more persons having the right to vote on the resolution; or
 - (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.
- (3) A demand for a poll may be withdrawn if:
- (a) the poll has not yet been taken; and

- (b) the Chair of the Meeting consents to the withdrawal.
- (4) Polls must be taken immediately and in such manner as the Chair of the Meeting directs.

Content of proxy notices

35. (1) Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which:
- (a) states the name and address of the member appointing the proxy;
 - (b) identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - (d) is delivered to the Trustee Company in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- (2) The Trustee Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- (4) Unless a proxy notice indicates otherwise, it must be treated as:
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

Delivery of proxy notices

36. (1) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in

respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Trustee Company by or on behalf of that person.

- (2) An appointment under a proxy notice may be revoked by delivering to the Trustee Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- (3) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- (4) If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

Amendments to resolutions

- 37.
 - (1) An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - (a) notice of the proposed amendment is given to the Trustee Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chair of the Meeting may determine); and
 - (b) the proposed amendment does not, in the reasonable opinion of the Chair of the Meeting, materially alter the scope of the resolution.
 - (2) A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
 - (a) the Chair of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
 - (3) If the Chair of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, that error does not invalidate the vote on that resolution.

PART 5

ADMINISTRATIVE ARRANGEMENTS

Trustee Company secretary

38. (1) Subject to the provisions of the Act, the secretary may be appointed by the Directors for such term, at such remuneration and upon such conditions as they think fit; and any secretary so appointed may be removed by the Directors.
- (2) In the case of any secretary who is also a Director, article 23 above shall continue to govern any Directors' remuneration payable.

Means of communication to be used

39. (1) Subject to the articles, anything sent or supplied by or to the Trustee Company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Trustee Company.
- (2) A Director may agree with the Trustee Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

Trustee Company's seal

40. (1) Any common seal may only be used by the authority of the Directors.
- (2) The Directors may decide by what means and in what form any common seal is to be used.
- (3) Unless otherwise decided by the Directors, if the Trustee Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- (4) For the purposes of this article 40, an authorised person is:
- (a) any Director of the Trustee Company;
 - (b) the company secretary (if any) of the Trustee Company; or

- (c) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.