

Registered No. 5414492

Articles of Association of

**GEH Holdings
(the "Company")**

(Articles adopted on 22 April 2005 and reprinted to incorporate all alterations effected on or before 27 May 2021)

1 Adoption of Table A

In these articles "Table A" means Table A scheduled to the Companies (Tables A to F) Regulations 1985 as amended prior to the date of adoption of these articles. The regulations contained in Table A shall, except where they are excluded or modified by these articles, apply to the Company and, together with these articles, shall constitute the articles of the Company. No other regulations set out in any statute concerning companies, or in any statutory instrument or other subordinate legislation made under any statute, shall apply as the regulations or articles of the Company.

2 Interpretation

2.1 Words and expressions which bear particular meanings in Table A shall bear the same meanings in these articles.

2.2 In these articles:

- (a) "address", in relation to electronic communications, includes any number or address used for the purposes of such communications,
- (b) "Adjusted Subscription Price" means the Subscription Price for a share less the amount of any premium allocable to the issue of such share that has been repaid on that share,
- (c) "Business Day" means a day on which banks are open for business generally in the City of London,
- (d) "Premium Reduction Request" has the meaning given in Article 8.3,
- (e) "Subscription Price" means the price paid or treated as paid on the issue of any share in the capital of the Company (including any premium to nominal value), and
- (f) references in these articles to writing include references to any method of representing or reproducing words in a legible and non-transitory form including by way of electronic communications where specifically provided in a particular article or where permitted by the directors in their absolute discretion.

2.3 Headings are for convenience only and shall not affect construction.

3 Share Capital

The share capital of the Company is divided into ordinary shares of 0.000001p each ("**Ordinary Shares**") and non-voting ordinary shares of 0.000001p each ("**Non-Voting Ordinary Shares**").

4 Rights Attached to Shares

Ordinary Shares

4.1 The Ordinary Shares shall carry the following rights and restrictions –

- (a) the right to dividends on the terms set out in Article 28,
- (b) on a return of assets on liquidation but not otherwise (and therefore not on a repurchase of shares of any class nor on a reduction of capital involving a return of capital or a distribution to any shareholder in accordance with the terms of these articles), the assets of the Company available to shareholders shall be applied in repaying to the holders of Ordinary Shares *pari passu* with the holders of the Non-Voting Ordinary Shares the Adjusted Subscription Price on such shares. Following such repayment, the remainder of the assets of the Company shall be distributed to the holders of the Ordinary Shares *pari passu* with the holders of the Non-Voting Ordinary Shares in proportion to the Adjusted Subscription Price of each such share,
- (c) on a return of ordinary share capital pursuant to a Premium Reduction Request, to the return of any premium allocable to the issue of the Ordinary Share (to the extent not already paid), and
- (d) holders of Ordinary Shares shall be entitled to receive notice of, attend, speak and vote at any general meeting of the Company.

Non-Voting Ordinary Shares

4.2 The Non-Voting Ordinary Shares shall carry the following rights and restrictions, subject always to the rights of the Ordinary Shares –

- (a) the right to dividends on the terms set out in Article 28 *pari passu* with the holders of the Ordinary Shares,
- (b) on a return of assets on liquidation but not otherwise (and therefore not on a repurchase of shares of any class nor on a reduction of capital involving a return of capital or a distribution to any shareholder in accordance with the terms of these articles), the assets of the Company available to shareholders shall be applied *pari passu* with the holders of the Ordinary Shares in repaying to the holders of Non-Voting Ordinary Shares the Adjusted Subscription Price on such shares. Following such repayment, the remainder of the assets of the Company shall be distributed to the holders of the Non-Voting Ordinary Shares *pari passu* with the holders of Ordinary Shares in proportion to the Adjusted Subscription Price of

each such share,

- (c) on a return of non-voting ordinary share capital pursuant to a Premium Reduction Request, to the return of any premium allocable to the issue of the Non-Voting Ordinary Share (to the extent not already paid), and
- (d) holders of Non-Voting Ordinary Shares shall have no voting rights and shall not be entitled in their capacity of holders of such Non-Voting Ordinary Shares to receive notice of any general meeting of the Company nor to attend, speak or vote at any such general meeting.

4.3 Subject to the provisions of the Act and to any rights conferred on the holders of any other shares, any share may be issued with or have attached to it such rights and restrictions as all of the shareholders may agree in writing. Regulations 2 and 3 of Table A shall not apply.

5 Initial Authority to Issue Relevant Securities

- 5.1 The directors may only allot shares if all shareholders approve such allotment.
- 5.2 Subject to Article 5.1 and in addition to any direction which may be given by the Company in general meeting, the directors are unconditionally authorised to exercise all powers of the Company to allot relevant securities.

6 Exclusion of Rights to Offers on a Pre-emptive Basis

The pre-emption provisions in sections 561 and 562 of the Companies Act 2006 shall not apply to any allotment of equity securities made by the company.

7 Transfer and Transmission of Shares

- 7.1 Subject to Article 7.2, the directors may, in their absolute discretion and without giving any reason for so doing, decline to register any transfer of any share, whether or not it is a fully paid share. Regulation 24 of Table A shall be modified accordingly.
- 7.2 Any transfer of shares to another party may only be made with the prior written consent of certain pension trustees (including without limitation the trustees of the GE Pension Plan) (the "**Trustees**") where such consent is required to be given under any agreement between any of the Trustees and General Electric Company.
- 7.3 A person who becomes entitled to a share by reason of any event (other than death or bankruptcy) giving rise to its transmission by operation of law shall have the same rights of election and other rights as a person entitled by transmission to a share as a consequence of death or bankruptcy. Regulations 30 and 31 of Table A shall be modified accordingly.

8 Alteration of Share Capital

- 8.1 The Company may by special resolution:
- (a) consolidate and divide all or any of its share capital into shares of a larger amount than its

existing shares,

- (b) subdivide its shares, or any of them, into shares of a smaller amount than its existing shares,
- (c) cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person,
- (d) subject to Articles 4, 8.2 and 8.3, reduce its share capital and any share premium account in any way.

8.2 Any reduction of share capital or share premium shall require the approval of all shareholders.

8.3 If the Company receives a written request from the holder of an Ordinary Share or Non-Voting Ordinary Share for the return of any premium allocable to the issue of that share and not already returned (the "**Premium Reduction Request**"), it shall as soon as reasonably practicable convene a general meeting for the purpose of approving a return to that member of the premium allocable to the issue of that share.

8.4 Notwithstanding any other provision in these Articles, no member other than the member who submitted the Premium Reduction Request shall be entitled to participate in the distribution or return of capital made pursuant to such request.

Regulations 32, 34 and 35 of Table A shall not apply to the Company.

9 Notice of General Meetings

9.1 The words "at least seven clear days' notice" shall be substituted for the words "at least fourteen clear days' notice" in Regulation 38 of Table A.

9.2 Notice of every general meeting shall be given to all members other than any who, under the provisions of these articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, and to the auditors or, if more than one, each of them. The last sentence of Regulation 38 of Table A shall not apply.

10 Proceedings at General Meetings

For all purposes of these articles, a general meeting of the Company or of the holders of any class of its shares shall be valid and effective for all purposes if one person being a duly authorised representative of two or more corporations each of which is a member entitled to vote upon the business to be transacted is present. Regulation 40 of Table A shall be modified accordingly.

11 Votes of Members

11.1 A poll may be demanded by the chairman or by a single member having the right to vote at the meeting, and a demand by a person as proxy for a member shall be the same as a demand by the member. Regulation 46 of Table A shall be modified accordingly.

- 11.2 At a general meeting, but subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative and every proxy for any member (regardless of the number or the holdings of the members for whom he is a proxy) shall have one vote, and on a poll every member who is present in person or by proxy shall have one vote for every share of which he is the holder. Regulation 54 of Table A shall not apply.

12 Partly Paid Shares

Regulation 57 of Table A shall not apply.

13 Receipt of Proxies

The appointment of a proxy must:

- (a) in the case of an appointment which is not contained in an electronic communication, be received at the office (or at such other place or by such person as may be specified or agreed by the directors) before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote together with (if required by the directors) any authority under which it is made or a copy of the authority, certified notarially or in some other manner approved by the directors,
- (b) in the case of an appointment contained in an electronic communication, where an address has been specified or agreed by the directors for the purpose of receiving electronic communications, be received at such address before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote Any authority pursuant to which an appointment contained in an electronic communication is made or a copy of the authority, certified notarially or in some other manner approved by the directors, must, if required by the directors, be received at the office (or at such other place or by such person as may be specified or agreed by the directors) before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote, or
- (c) in the case of a poll taken subsequently to the date of the meeting or adjourned meeting, be received as aforesaid before the time appointed for the taking of the poll,

and an appointment of a proxy which is not received in a manner so permitted shall be invalid.

Regulation 62 of Table A shall not apply.

14 Alternate Directors

Any director (other than an alternate director) may appoint any other director, or any other person who is willing to act, to be an alternate director for the purpose of attending a meeting of the board of directors, and may remove from office an alternate director so appointed by him at any time prior to the conclusion of such meeting. An alternate director shall cease to be an alternate director at the conclusion of the meeting for which he has been appointed an

alternate director. Regulations 65, 66 and 67 of Table A shall be modified accordingly.

15 Power to Provide for Employees

The directors may by resolution exercise any power conferred by the Act to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

16 Power to Receive Uncalled Moneys

The directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys uncalled and remaining unpaid on any shares held by him.

17 Delegation of Directors' Powers

The directors may delegate any of their powers (with power to sub-delegate) to committees consisting of such person or persons (whether directors or not) as they think fit. Regulation 72 of Table A shall be modified accordingly and references in Table A to a committee of directors or to a director as a member of such a committee shall include a committee established under this article or such person or persons.

18 Appointment and Removal of Directors by Majority Shareholders

Any member holding, or any members holding in aggregate, at the relevant time a majority in number of the total votes available to all shares then in issue that carry the right to vote on a poll at a general meeting of the Company may by memorandum in writing signed by or on behalf of him or them and delivered to the office or tendered at a meeting of the directors or at a general meeting of the Company at any time and from time to time appoint any person to be a director (either to fill a vacancy or as an additional director) or remove any director from office (no matter how he was appointed). In this article references to in writing include the use of electronic communications.

19 No Age Limit or Share Qualification

No director shall be required to retire or vacate his office, and no person shall be ineligible for appointment as a director, by reason of his having attained any particular age. No shareholding qualification for directors shall be required.

20 Exclusion of Rotation Requirements and Other Provisions

Regulations 73 to 80 (inclusive) and the last sentence of Regulation 84 of Table A shall not apply.

21 Disqualification and Removal of Directors

The office of a director shall be vacated not only upon the happening of any of the events mentioned in Regulation 81 of Table A but also if he is removed from office pursuant to these articles. Regulation 81 of Table A shall be modified accordingly.

22 Directors' Gratuities and Pensions

The directors may exercise all the powers of the Company to provide benefits, either by the payment of gratuities or pensions or by insurance or in any other manner whether similar to the foregoing or not, for any director or former director or the relations, connections or dependants of any director or former director who holds or has held any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or with a predecessor in business of the Company or of any such body corporate and may contribute to any fund and pay premiums for the purchase or provision of any such benefit. No director or former director shall be accountable to the Company or the members for any benefit provided pursuant to this article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the Company. Regulation 87 of Table A shall not apply.

23 Notice of Board Meetings

Notice of a meeting of the directors shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose, or by any other means authorised in writing by the director concerned. Notice shall be given in this manner to all directors including any director who is absent from the United Kingdom at the relevant time. A director may waive notice of any meeting either prospectively or retrospectively. In this article references to in writing include the use of electronic communications subject to such terms and conditions as the directors may decide. Regulation 88 of Table A shall be modified accordingly.

24 Participation in Board Meetings by Telephone

All or any of the members of the board may participate in a meeting of the board by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly.

25 Resolution in Writing

A resolution in writing signed by all the directors who are at the relevant time entitled to receive notice of a meeting of the board (if that number is sufficient to constitute a quorum) shall be as valid and effectual as a resolution passed at a meeting of the board properly called and constituted. The resolution may be contained in one document or in several documents in like form each signed by one or more of the directors concerned. A resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that

capacity. In this article references to in writing include the use of electronic communications subject to such terms and conditions as the directors may decide. Regulation 93 of Table A shall not apply.

26 Directors May Vote When Interested

A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the directors or a committee of the directors in accordance with the Act.

Subject where applicable to such disclosure, a director shall be entitled to vote in respect of any contract or proposed contract in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present. A reference in this article to a contract includes any transaction or arrangement (whether or not constituting a contract). Regulations 94 and 95 of Table A shall not apply.

27 Official Seal

The Company may exercise all the powers conferred by the Act with regard to having any official seal and such powers shall be vested in the directors. Subject to the provisions of the Act, any instrument to which an official seal is affixed shall be signed by such persons, if any, as the directors may from time to time determine.

28 Dividends

Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the Adjusted Subscription Price for the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the Adjusted Subscription Price of the shares during any portion or portions of the period in respect of which the dividend is paid, but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly. Regulation 104 of Table A shall not apply.

29 Notices

Any notice or other document may be served on or sent or delivered to any member by the Company either personally, or by sending it by post addressed to the member at his registered address, or by leaving it at that address addressed to the member, or, where appropriate, by using electronic communications to an address notified by the member concerned to the Company for that purpose, or by publication on a website in accordance with the Act, or by any other means authorised in writing by the member concerned. In the case of joint holders of a share service, sending or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or sending or delivery to all the joint holders. Regulation 112 of Table A shall not apply.

30 Time of Service

Any notice or other document, if sent by the Company by post, shall be deemed to have been served or delivered twenty four hours after posting and, in proving such service or delivery, it

shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left by the Company at a registered address otherwise than by post, or sent by electronic communications shall be deemed to have been served or delivered when it was so left or sent. Regulation 115 of Table A shall not apply.

Company No. 5414492

APPENDIX TO THE ARTICLES OF ASSOCIATION

of

GEH HOLDINGS

Pursuant to section 28 of the Companies Act 2006, the following provisions of the memorandum of association of the Company in effect immediately prior to 1 October 2009 are deemed to be provisions of the articles of association of the Company.

Registered No. 5414492

THE COMPANIES ACT 1985 (AS AMENDED)

AN UNLIMITED COMPANY HAVING A SHARE CAPITAL

Memorandum of Association

of

GEH Holdings

1. The Company's name is "GEH HOLDINGS"
2. The Company's registered office is to be situated in England and Wales
3. The objects for which the Company is established are –
 - 3.1. To carry on business as a general commercial company and to carry on any trade or business whatsoever
 - 3.2. To acquire any estate or interest in and to take options over, construct, develop or exploit any property, real or personal, and rights of any kind and the whole or any part of the undertaking, assets and liabilities of any person and to act as a holding company
 - 3.3. To provide services of all descriptions
 - 3.4. To lend money, and grant or provide credit and financial accommodation to any person and to deposit money with any person
 - 3.5. To invest money of the Company in any investments and to hold, sell or otherwise deal with investments or currencies or other financial assets
 - 3.6. To enter into any arrangements with any government or authority or person and to obtain from any government or authority or person any legislation, orders, rights, privileges, franchises and concessions
 - 3.7. To borrow and raise money and accept money on deposit and to secure or discharge any debt or obligation in any manner and in particular (without prejudice to the generality of the foregoing) by mortgages of or charges upon all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by the creation and issue of securities
 - 3.8. To enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee, support or secure, with or without consideration, whether by personal obligation or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by both such methods or in any other manner, the performance of any obligations or commitments of, and the repayment or payment of the principal amounts of and any premiums, interest, dividends and other moneys payable on or in

respect of any securities or liabilities of, any person, including {without prejudice to the generality of the foregoing) any company which is at the relevant time a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company

- 3.9. To amalgamate or enter into partnership or any profit-sharing arrangement with, or to co-operate or participate in any way with, or to take over or assume any obligation of, or to assist or subsidise any person
- 3.10. To sell, exchange, mortgage, charge, let, grant licences, easements, options and other rights over, and in any other manner deal with, or dispose of, all or any part of the undertaking, property and assets {present and future) of the Company for any or for no consideration and in particular (without prejudice to the generality of the foregoing) for any securities or for a share of profit or a royalty or other periodical or deferred payment
- 3.11. To issue and allot securities of the Company for cash or in payment or part payment for any real or personal property purchased or otherwise acquired by the Company or any services rendered to the company or as security for any obligation or amount (even if less than the nominal amount of such securities) or for any other purpose, and to give any remuneration or other compensation or reward for services rendered or to be rendered in placing or procuring subscriptions of, or otherwise assisting in the issue of, any securities of the company or in or about the formation of the Company or the conduct or course of its business
- 3.12. To establish or promote, or concur or participate in establishing or promoting, any company, fund or trust and to subscribe for, underwrite, purchase or otherwise acquire securities of any company, fund or trust and to act as director of and as secretary, manager, registrar or transfer agent for any other company and to act as trustee of any kind and to undertake and execute any trust and any trust business (including the business of acting as trustee under wills and settlements and as executor and administrator)
- 3.13. To pay all the costs, charges and expenses preliminary or incidental to the promotion, formation, establishment and incorporation of the Company, and to procure the registration or incorporation of the Company in or under the laws of any place outside England
- 3.14. To the extent permitted by law, to give financial assistance for the purpose of the acquisition of shares of the Company or any company which is at the relevant time the Company's holding company or subsidiary or another subsidiary of any such holding company or for the purpose of reducing or discharging a liability incurred for the purpose of such an acquisition
- 3.15. To grant or procure the grant of donations, gratuities, pensions, annuities, allowances or other benefits, including benefits on death, to, or purchase or maintain any type of insurance for or for the benefit of, any directors, officers or employees or former directors, officers or employees of the Company or any company which at any time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessor in business of any of them, and to the relations, connections or dependants of any such persons, and to other persons whose service or services have directly or indirectly been of benefit to the Company or whom the board of directors of the Company considers have any moral claim on the Company or to their relations, connections or dependants, and to establish or support any funds, trusts, insurances or schemes or any associations, institutions, clubs or schools, or to do any other thing likely to benefit any such persons or otherwise to advance the interests of such persons or the Company or its members, and to subscribe, guarantee or pay money for any purpose likely, directly or indirectly, to further the interests of such persons or the Company or its

members or for any national, charitable, benevolent, educational, social, public, political, general or useful object

- 3.16. To cease carrying on or to wind up any business or activity of the Company, and to cancel any registration of and to wind up or procure the dissolution of the Company in any state or territory
- 3.17. To distribute any of the property of the Company among its creditors and members or any class of either in cash, specie or kind
- 3.18. To do all or any of the above things or matters in any part of the world and either as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others
- 3.19. To carry on any other activity and do anything of any nature which in the opinion of the board of directors of the Company is or may be capable of being conveniently carried on or done in connection with the above, or likely directly or indirectly to enhance the value of or render more profitable all or any part of the Company's undertaking property or assets or otherwise to advance the interests of the Company or of its members
- 3.20. To do any other thing which in the opinion of the board of directors of the Company is or may be incidental or conducive to the attainment of the above objects or any of them
- 3.21. In this clause "company", except where used in reference to this company, shall include any partnership or other body of persons, whether incorporated or not incorporated, and whether formed, incorporated, domiciled or resident in the United Kingdom or elsewhere, "person" shall include any company as well as any other legal or natural person, "securities" shall include any fully, partly or nil paid or no par value share, stock, unit, debenture, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation, "and" and "or" shall mean "and/or" where the context so permits, "other" and "otherwise" shall not be construed *ejusdem generis* where a wider construction is possible, and the objects specified in the different paragraphs of this clause shall not, except where the context expressly requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company or the nature of any trade or business carried on by the Company, or by the fact that at any time the Company is not carrying on any trade or business but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of those paragraphs defined the objects of a separate distinct and independent company