



## **Articles of Association**

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**UEI Fine Cut Limited**

**(Adopted by Special Resolution passed on 08 October 2021)**

**Companies Act 2006**

**Company Number: 03951010**

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## **Part 1 Interpretation and limitation of liability**

### **1 Defined terms**

#### **1.1 In the Articles, unless the context requires otherwise:**

**Articles:** means the 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;

**Board:** the board of directors of the Company as constituted from time to time.

**Chairperson:** has the meaning given in Article 15.2;

**Chairperson of the meeting:** has the meaning given in Article 31.2;

**clear days** in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or which it is to take effect.

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

**Company:** UEI Fine Cut Limited;

**Controlling Shareholder:** a registered holder for the time being of not less than 75% in nominal value of the equity share capital of the Company from time to time (which for the time being is UEI Group);

**Director:** means a director of the Company, and includes any person 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;

**fully paid:** in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company;

**hard copy form:** has the meaning given in section 1168 of the Companies Act 2006;

**holder:** in relation to shares means the person whose name is entered in the register of Shareholders as the holder of the shares;

**instrument:** means a document in hard copy form;

**Memorandum:** means the Company's Memorandum of Association

**ordinary resolution:** has the meaning given in section 282 of the Companies Act 2006;

**paid:** means paid or credited as paid;

**participate:** in relation to a Directors meeting, has the meaning given in Article 13;

**Secretary:** has the meaning given in Article 18;

**Shareholder:** means a person who is the holder of a share of the Company;

**shares:** means shares in the Company;

**special resolution:** has the meaning given in section 283 of the Companies Act 2006;

**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.

- 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.

## **2 Strategic Planning, Family Ownership, Office of the Company and Liability of Shareholders**

- 2.1 The Company is a subsidiary of UEI Group, Inc., a Kansas corporation (the "**UEI Group**"). It is the intent of the UEI Group's board of directors and shareholders that the board of directors of UEI Group shall establish (and annually, or more frequently as necessary or prudent, update and expand) the overall strategic plan for the UEI Group and all of its direct and indirect subsidiaries, including the Company. As such the board of directors of UEI Group shall evaluate and consider strategies (i) for improving and enhancing the Company's revenues, cashflow, profits and overall financial condition, (ii) for seeking new opportunities regarding the Company's products and services in the Company's industry, in industries adjacent to the Company's industry or in new industries altogether, and (iii) for achieving such improvements, enhancements and new opportunities through organic growth, acquisitions, mergers, business combinations, joint ventures and the like. Strategies adopted by the board of directors of UEI Group shall be communicated to and implemented by its direct and indirect subsidiaries including the Company.
- 2.2 The UEI group and its direct and indirect subsidiaries, including the Company, have been owned and operated by the Hutchison family and it is the intent of UEI Group's board of directors and the shareholders that UEI Group and its subsidiaries shall continue to be owned and operated by the Hutchison family.
- 2.3 The location of the registered office of the Company shall be as notified to Companies House, and other offices from which the business of the Company is conducted shall be as determined by the Board, from time to time.
- 2.4 The liability of the Shareholders is limited to the amount, if any, unpaid on the shares held by them.

## **Part 2 Directors**

### **Directors' powers and responsibilities**

#### **3 Directors' general authority**

- 3.1 Subject to the provisions of the Companies Acts, the Memorandum, the Articles and to any direction given by special resolution of the Shareholders, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. A meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given.

- 3.2 The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his or her powers.
- 3.3 The Board, except as these Articles otherwise provide, may authorise any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Company, and such authority may be general or confined to specific instances; and unless so authorised by the Board, no officer, agent or employee shall have any power or authority to bind the Company by any contract or engagement, or to pledge its credit or to render it liable for any purpose in any amount.
- 3.4 The money of the Company shall be deposited in the name of the Company in such bank or banks or other depositories as the Board shall designate upon the approval of the board of directors of the UEI Group, and shall be drawn out only by persons designated by resolution adopted by the Board, except that the Board may delegate said powers in the manner hereinafter provided in this Article. The Board hereby designates the Secretary to deposit the money in the name of the Company and to draw on any particular account of accounts of the Company. All other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Company, shall be determined by resolution of the Board.
- 3.5 The Board shall have power to fix and from time to time change the fiscal year of the Company. In the absence of action by the Board, the fiscal year of the Company shall end each year on the date which the Company treated as the close of its first fiscal year, until such time, if any, as the fiscal year shall be changed by the Board.

#### **4 Shareholders' reserve power**

- 4.1 The Shareholders may, by special resolution, direct the Directors to take, or refrain from taking, specified action.
- 4.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

#### **5 Number and Term**

- 5.1 The Company shall have a maximum of seven Directors and the number of Directors shall be odd, unless this is subsequently changed by resolution of a general meeting of Shareholders. Each of the initial Directors shall be elected and each shall continue to hold office until the first annual meeting of Shareholders. Thereafter, Directors shall be elected at the annual meeting of Shareholders, but if any such annual meeting is not held or the Directors are not elected thereat, the Directors may be elected at an extraordinary general meeting. All Directors shall hold office until their respective successors are elected and qualified.
- 5.2 In the case of a vacancy on the Board, such vacancy may be filled by the remaining members of the Board, and each Director so appointed shall hold office for the balance of the term of the vacating Director and until their successor is elected and appointed in accordance with these Articles.
- 5.3 A person ceases to be a Director as soon as:
- 5.3.1 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;
  - 5.3.2 a bankruptcy order is made against that person;

- 5.3.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
  - 5.3.4 a registered medical practitioner who is treating that person gives a written opinion to the 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;
  - 5.3.5 written notification is received by the Company and Controlling Shareholder from the Director that the Director is resigning from office, or if any later time is specified therein at that time. Unless otherwise specified in such notification, the acceptance of such resignation shall not be necessary to make it effective.
- 5.4 The Controlling Shareholder shall be entitled to, and shall have sole authority to, name a Director as Managing Director and to terminate such appointment, at any time. For the avoidance of doubt, the Board shall not have the right to name a member of the Board as Managing Director or terminate such appointment.

## **6 Directors' remuneration**

- 6.1 Directors may undertake any services for the Company that the Directors decide.
- 6.2 Directors are entitled to such remuneration as the Directors determine, subject to the approval of the Controlling Shareholder:
- 6.2.1 for their services to the Company as Directors; and
  - 6.2.2 for any other service which they undertake for the Company.
- 6.3 A Director's remuneration may:
- 6.3.1 take any form; and
  - 6.3.2 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.
- 6.4 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries.

## **7 Directors' expenses**

- 7.1 Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:
- 7.1.1 meetings of Directors or committees of Directors, or general meetings; or
  - 7.1.2 otherwise in connection with exercising their powers in relation to the Company.

## **8 Committees**

- 8.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 8.2 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**

### **9 Directors to take decisions collectively**

- 9.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 10.

### **10 Unanimous decisions**

- 10.1 A decision of the Directors is taken in accordance with this Article when all eligible Directors indicate to each other by any means that they share a common view on a matter.
- 10.2 Such a decision must take the form of a resolution in writing, copies of which have been signed by each eligible Director.
- 10.3 References in this Article 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.
- 10.4 A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting.

### **11 Meetings**

- 11.1 Any meeting of the Board shall be held at any place which has been designated from time to time by decision of the Board.
- 11.2 Immediately following the annual meeting of the Company, the Board shall hold an annual meeting for the purpose of organisation, election of the Chairperson and other officers of the Company, and the transaction of other business. Notice of such meeting is hereby dispensed with.
- 11.3 Other meetings of the Directors shall be held without call at such time as the Board may from time to time designate; provided however should said day fall upon a legal holiday, then said meeting shall be held at the same time on the next day thereafter ensuing which is not a legal holiday. Notice of all such regular meetings of the Directors is hereby dispensed with.

### **12 Special meetings**

- 12.1 The Chairperson may call a special Directors meeting by giving notice of the meeting to the Directors, or if he is absent or unable to act, the Secretary or any Director may give such notice.
- 12.2 The Secretary shall (on authority of the Board) provide written notice of the time and place of special meetings sent to each Director by registered mail (charges prepaid) or verifiable electronic means at their address or electronic mail address as it is shown in the records of the Company at least three (3) days before the relevant meeting, or such written notice may be delivered to them personally at such place or places as stated before. The presence at any such special meeting of a person or persons entitled to notice of such meeting shall be deemed as to such person or persons a waiver of such notice.

### **13 Participation in Directors meeting**

- 13.1 Directors participate in a Directors meeting when:
- 13.1.1 the meeting has been called and takes place in accordance with the Articles; and

13.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

13.2 In determining whether Directors are participating in a Directors meeting, it is irrelevant where any Director is or how they communicate with each other. For the avoidance of doubt, attendance by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, shall constitute participation at a meeting.

13.3 If all the Directors participating in a 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.

#### **14 Quorum for Directors meetings**

14.1 The quorum for Directors meetings shall be the majority of appointed Directors.

14.2 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:

14.2.1 to appoint additional Directors; or

14.2.2 to call a general meeting so as to enable the shareholders to elect additional Directors.

14.3 Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law or by the Memorandum. The Directors present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Directors to leave less than a quorum.

#### **15 Chairing of Directors meetings**

15.1 The Directors may appoint a Director to chair their meetings and to exercise and perform such other powers and duties as may from time to time be assigned by the Directors or these Articles.

15.2 The person so appointed for the time being is known as the Chairperson.

15.3 The Directors may terminate the Chairperson's appointment at any time.

#### **16 Conflicts of interest**

16.1 If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

16.2 Subject to Article 16.3, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairperson whose ruling in relation to any Director other than the Chairperson is to be final and conclusive.

16.3 If any question as to the right to participate in the meeting should arise in respect of the Chairperson, the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairperson is not to be counted as participating in the meeting for voting or quorum purposes.



## **17 Records of decisions to be kept**

- 17.1 The Directors must ensure that the Company keeps a record, in writing, for at least five years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

## **18 Secretary and Other Similar Officers**

- 18.1 Subject to the provisions of the Companies Acts, and article 5.4 (where applicable), a Secretary shall, and other similar officers may, be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary or other similar officer so appointed may be removed by them.

## **Part 3 Shares**

### **19 All shares to be fully paid up**

- 19.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.

### **20 Powers to issue different classes of share**

- 20.1 Without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 20.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the Directors may determine the terms, conditions and manner of redemption of any such shares.

### **21 Company not bound by less than absolute interests**

- 21.1 Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

### **22 Share certificates**

- 22.1 The Company must issue each Shareholder with one or more certificates in respect of the shares which that Shareholder holds.
- 22.2 Every certificate shall be in a form approved by the Directors, and such certificates shall be dated and signed by the Chairperson and the Secretary, and shall have affixed to it the seal of the Company and must be otherwise executed in accordance with the Companies Acts.
- 22.3 Every certificate must specify:
- 22.3.1 the name and address of the person or persons owning the shares;
  - 22.3.2 in respect of how many shares, of what class, it is issued;
  - 22.3.3 the nominal value of those shares;
  - 22.3.4 that the shares are fully paid; and
  - 22.3.5 any distinguishing numbers assigned to them.

## **23 Replacement share certificates**

- 23.1 The Board may direct that a new certificate or certificates be issued in place of any certificate or certificates theretofore issued by the Company, alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorising such issue of a replacement certificate or certificates, the Board may, in its discretion and as a condition precedent to the issuance thereof, require the Shareholder to give a bond in such sum as may be directed to indemnify it against any claim that may be made against it with respect to the certificate or certificates alleged to have been lost, stolen or destroyed, or with respect to the issuance of such new certificate or certificates.

## **24 Share transfers**

- 24.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by the transferor.
- 24.2 The transferor remains the holder of a share until the transferee's name is entered in the register of Shareholders as holder of it. Upon the transferor's surrender for cancellation of such share certificate, a new certificate shall be issued to the transferee.
- 24.3 The Directors may refuse to register the transfer of a share.
- 24.4 Only Shareholders whose names are registered in the register of Shareholders shall be entitled to be treated by the Company as the holders and owners in fact of the shares standing in their respective names, and the Company shall not be bound to recognise any equitable or other claim to or interest in such shares on the part of any other person, whether or not it shall have express or other notice therefor, except as expressly provided by the Companies Acts. The Secretary shall maintain a true and accurate register of Shareholders and shall promptly update it upon the completion of any transaction that affects the ownership of shares of the Company.

## **Part 4 Decision-making by Shareholders**

### **Organisation of Shareholder meetings**

#### **25 Place of meetings**

- 25.1 All annual meetings of the Company and any extraordinary general meeting shall be held at a place designated either by the Board pursuant to authority herein granted, or by the written consent of the Controlling Shareholder, given either before or after the meeting; provided however, that no change in the time or place of meeting shall be made within thirty (30) days before the day on which an election of Directors is to be held.
- 25.2 The Company shall hold an annual general meeting prior to the annual Board of Directors meeting held in accordance with Article 11.2, provided however that should said day fall upon a legal holiday then any such annual meeting shall be held at the time and place on the next thereafter ensuing day which is not a legal holiday. At such meetings, Directors shall be elected, reports of affairs of the Company shall be considered, and any other business may be transacted which is within the power of the Controlling Shareholder. The Board may present at each annual general meeting, and when called for by vote of the Shareholders shall present to any general meeting of the Shareholders, a full and clear statement of the business and condition of the Company.
- 25.3 The Board may fix a time in the future as a record date for the determination of the Shareholders entitled to notice of and to vote at any meeting of Shareholders or entitled to receive any dividend or distribution, or any allotment or rights, or to exercise rights in

respect of any change, conversion or exchange of shares. The record date so fixed shall not be more than sixty (60) days nor less than ten (10) days prior to the date of the meeting or event for purposes of which it is fixed. When a record date is so fixed, only Shareholders who are such of record on that date according to the register of Shareholders are entitled to notice of the vote at the meeting or to receive the dividend, distribution, or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the register of Shareholders of the Company after the record date. The Board may close the register of Shareholders of the Company against transfer of shares during the whole or any part of a period not more than sixty (60) days prior to the date of a Shareholders meeting.

## **26 Notices written**

- 26.1 Notice of each annual meeting shall be given to each Shareholder entitled to vote, delivered personally, by registered mail (charges prepaid), by verifiable electronic means, or by other verifiable means of written communication addressed to such Shareholder at the address or electronic mail address appearing on the books of the Company or given by them to the Company for the purpose of notice. If a Shareholder gives no address, notice shall be deemed to have been given if sent by registered mail or other verifiable means of written communications to the place where the principal office of the Company is situated. All such notices shall be sent to each Shareholder entitled thereto not less than twenty-one (21) clear days in advance nor more than sixty (60) days before each annual meeting, and shall specify the place, the day and the hour of such meeting, and shall state such other matter, if any as may be expressly required by law. An annual meeting may be called by shorter notice if it is so agreed by all the Shareholders entitled to attend and vote thereat. If this Article as to the time and place of election of Directors is to be changed, notice of the proposal shall be given to Shareholders at least twenty-one (21) clear days in advance. In the event that such annual meeting is omitted by oversight or otherwise on the date herein provided, the Directors shall cause a meeting in lieu thereof to be held as soon thereafter as may be convenient and any business transacted or elections held at such meeting shall be as valid as if transacted or held at the annual meeting. Such subsequent meeting shall be called in the same manner as provided for the regular annual meeting.

## **27 Extraordinary General Meetings**

- 27.1 Extraordinary general meetings of the Shareholders may be called by resolution of the Board of Directors or by any Shareholder. Except in special cases where other express provision is made by law, notice of such special meetings shall be given in the same manner as for annual meetings of Shareholders. Notices of any extraordinary general meetings shall specify in addition to the place, day and hour of such meeting, the general nature of the business to be transacted.

## **28 Waiver of Notice**

- 28.1 Whenever any notice whatsoever is required to be given by these Articles or the Memorandum, a waiver thereof in writing signed by the persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to their receipt of adequate notice. The presence at a meeting of a person entitled to notice thereof shall be deemed waiver by such person of such notice.

## **29 Amending Articles**

- 29.1 These Articles may be altered, amended or repealed and new Articles may be adopted by a special resolution of the Shareholders at a general meeting if the proposed alteration, amendment or repeal has been set out in the notice of such meeting.

### **30 Attendance and speaking at general meetings**

- 30.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 30.2 A person is able to exercise the right to vote at a general meeting when:
  - 30.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
  - 30.2.2 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.
- 30.3 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.

### **31 Quorum for general meetings**

- 31.1 No business other than the appointment of the Chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 31.2 Where the Company only has one shareholder for the time being, one qualifying person (as defined in section 318 of the Act) present at the meeting shall be a quorum. If the Company has a Controlling Shareholder, the presence of such in person, by proxy or by authorised representative shall be a quorum.
- 31.3 if the Company does not have a Controlling Shareholder for the time being, Shareholders representing a majority of the outstanding shares entitled to vote being present in person, by proxy or authorised representative shall be a quorum.
- 31.4 If the holders of a majority of the outstanding shares entitled to vote not be present at a meeting of Shareholders, the holders of a majority of the shares present in person or by proxy at such meeting shall have power successively to adjourn the meeting from time to time to a specified time and place, without notice to anyone other than announcement at the meeting, until a quorum shall be present in person or by proxy. At such adjourned meeting at which a quorum shall be present in person or by proxy, any business may be transacted which might have been transacted at the original meeting which was adjourned. If the adjournment is for more than thirty (30) days, or if after adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at the meeting.
- 31.5 The Shareholders at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Shareholders to leave less than a quorum.

### **32 Chairing general meetings**

- 32.1 If the Directors shall have appointed a Chairperson, the Chairperson shall chair general meetings if present and willing to do so.
- 32.2 If the Directors have not appointed a Chairperson, or if the Chairperson is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
  - 32.2.1 the Directors present; or

32.2.2 (if no Directors are present), the meeting;

must appoint a Director or Shareholder to chair the meeting, and the appointment of the chairperson of the meeting must be the first business of the meeting.

32.3 The person chairing a meeting in accordance with this Article is referred to as the Chairperson of the meeting.

### **33 Order of business**

33.1 As far as possible, or practical, the following order of business shall be observed at all general meetings of the Shareholders:

33.1.1 Calling the Roll.

33.1.2 Reading, correction and approval of the minutes of the previous meeting.

33.1.3 Report of Secretary and any other similar officers.

33.1.4 Reports of any committees.

33.1.5 Election of Directors.

33.1.6 Determination of fees, compensation, benefits and expenses for Directors.

33.1.7 Unfinished business.

33.1.8 New business.

### **Voting at general meetings**

#### **34 Voting: general**

34.1 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.

34.2 Shares of its own stock owned by the Company, or held by it in a fiduciary capacity, shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of the outstanding shares at any given time.

#### **35 Proxies**

35.1 Every Shareholder legally entitled to vote at any meeting of Shareholders may vote by proxy. Each proxy shall be in writing, shall name the person entitled to act thereon, and at the meetings for which such proxy is given. Each proxy shall be filed, before being voted, with the secretary.

35.2 Shares of the Company standing in the name of another company, partnership, trust or other entity shall be given to the Secretary and may be voted by such officer, agent or proxy as the organisational documents of such company, partnership, trust or other entity may prescribe or, in the absence of such provision as the directors or other similar body of such company, partnership, trust or other entity may determine.

#### **36 Written resolutions**

36.1 In lieu of voting at a meeting, the Shareholders may, subject to section 288(2) of the Companies Act, decide any matter required to be decided by them by written resolution in accordance with sections 288 to 300 of the Companies Act 2006.

### **37 Company seals**

- 37.1 Any common seal may only be used by the authority of the Directors.
- 37.2 The Directors may decide by what means and in what form any common seal is to be used.
- 37.3 Unless otherwise decided by the Directors, if the 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.
- 37.4 For the purposes of this Article, an authorised person is:
  - 37.4.1 any Director of the company;
  - 37.4.2 the Secretary; or
  - 37.4.3 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

### **38 Right to inspect accounts and company records**

- 38.1 The Company's statutory registers, accounts, and minutes of proceedings of the Shareholders, and the Board, and of any committee formed by the Board, shall be open to inspection at any reasonable time and for a purpose reasonably related to the interests of a Shareholder, and shall be exhibited at any time when required by the demand of the Controlling Shareholder. Such inspections may be made in person or by an agent or attorney-in-fact, and shall include the right to make abstracts. Demand of inspection other than at a general meeting shall be made in writing upon the Secretary.
- 38.2 The Company shall keep in the principal office at which it conducts business a copy of the original of these Articles as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Shareholders at all reasonable times during office hours.

### **Directors' and Officers' indemnity and insurance**

#### **39 Indemnity and insurance**

- 39.1 Each person who is or was a Director or officer of the Company or is or was serving at the request of the Company as a director or officer of another company, including the heirs, executors, administrators and estate of such person, shall be indemnified by the Company as of right to the full extent permitted or authorised by the laws of England, as now in effect and as hereafter amended, against any expenses, judgments, fines and amounts paid in settlement (including lawyers' fees) actually and reasonably incurred by such person in their capacity as or arising out of their status as a Director or officer of the Company or, if serving at the request of the Company, as a director or officer of another company. The indemnification provided by this Article shall not be exclusive of any other rights to which those indemnified may be entitled under the Memorandum, under any other Article or under any other agreement, vote of Shareholders or disinterested Directors, or otherwise, and shall not limit in any way any right which the Company may have to make different or further indemnifications with respect to the same or different persons or classes of persons.
- 39.2 Expenses, including lawyer's fees, incurred by a Director or officer in defending a civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it is ultimately determined that the Director or officer is not entitled to be indemnified by the

Company as authorised in this Article. Such expenses, including lawyers' fees, incurred by former Directors or officers may be so paid upon such terms and conditions, if any, as the Board deems appropriate.

- 39.3 No person shall be liable to the Company for any loss, damage, liability or expense suffered by it on account of any action taken or omitted to be taken by them as a Director or officer of the Company or of any other company for which they serve as a director or officer at the request of the Company, if such person: (a) exercised the same degree of care and skill as is prudent and would have exercised under the circumstances in the conduct of their own affairs, or (b) took or omitted to take such action in reliance upon advice of lawyers for the Company, or for such other company, or upon statements made or information furnished by Directors, officers, employees or agents of the Company, or of such other company, which they had no reasonable grounds to disbelieve.
- 39.4 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of English law and any such indemnity is limited accordingly.
- 39.5 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant person in respect of any relevant loss.