

Company Number: 00531327

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION OF THE SOLE MEMBER OF

ECLIPSE MAGNETICS LIMITED

Circulated on **30 MAY** 2014

We the undersigned being the sole member of the Company who at the date of circulation of this resolution is entitled to vote on the resolution, having read the information for members provided below, **RESOLVE and AGREE** that the following resolution, proposed by the directors of the Company, be passed as a written resolution and have effect as a special resolution of the Company in accordance with Chapter 2 of Part 13 of the Companies Act 2006 -

Special Resolution

That the draft articles of association attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company (including, without limitation, (a) all the provisions of the Company's memorandum of association which, by virtue of section 28 of the Companies Act 2006 ("Act"), are treated as provisions of the existing articles of association of the Company and (b) the provisions treated as included in the Companies' existing articles of association pursuant to paragraph 42 of schedule 2 to the Companies Act 2006 (Commencement No 8, Transitional Provisions and Savings) Order 2008 ("Eighth Commencement Order") restricting the maximum amount of shares that may be allotted by the Company as a result of the Company's former Authorised Share Capital)

Signed



By

For and on behalf of Spear & Jackson Limited



Information for Members

- 1 You have the option to agree to all of the resolutions set out above or none of them. You cannot agree to some of the resolutions but not others. If you agree to all of the resolutions, you must signify your agreement by signing and dating this document (in the space provided above) and returning this document to the Company in one of the following ways

- (a) by hand delivering the signed and dated document to the Company's registered office, or

- (b) by returning the signed and dated document by post to the Company's registered office

Your agreement, once signified, cannot be revoked

- 2 If you do not agree to all of the resolutions, you do not need to do anything. You will not be deemed to agree if you fail to reply.
- 3 The resolutions will lapse if the required majority of eligible members have not signified their agreement to them within the period of 28 days beginning with the circulation date. Your agreement to the resolutions will not be effective if it is signified after that time. If you agree to the resolutions, please ensure that your signed and dated document reaches us before then.
- 4 If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document.

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

ECLIPSE MAGNETICS LIMITED

(Adopted by special resolution passed on [30 MAY /] 2014)

1. INTERPRETATION

- 1.1 In these Articles, unless the context otherwise requires, the following words have the following meanings

Act: the Companies Act 2006,

appointor: has the meaning given in article 10.1,

Articles: the Company's articles of association for the time being in force,

Board: the board of directors of the Company from time to time,

Business Day: any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

Conflict has the meaning given in article 7.1,

eligible director: a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter),

Interested Director: has the meaning given in article 7.1,

Majority Shareholder: a holder of the majority in nominal value of the issued shares in the Company,

Model Articles: the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles,

Subsidiary: in relation to a company wherever incorporated (a holding company) means "subsidiary" as defined in section 1159 of the Act and any other company which is itself a subsidiary (as so defined) of a company which is itself a subsidiary of such holding company. Unless the context requires otherwise, the application of the definition of Subsidiary to any company at any time shall apply to the company as it is at that time,

- 1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company
- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1 4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 6 Save as expressly provided otherwise in these Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force

2. ADOPTION OF THE MODEL ARTICLES

- 2 1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation
- 2 2 Articles 6(2), 7(1), 8, 11(1) and (2), 14 (1), (2), (3) and (4), 22, 26(5), 38, 52 and 53 of the Model Articles shall not apply to the Company

LIMITED LIABILITY

3. LIABILITY OF MEMBERS

The liability of the members is limited to the amount, if any, unpaid on the shares held by them

DIRECTORS

4. DIRECTORS' DECISIONS AND MEETINGS

- 4 1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with article 5
- 4 2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit
- 4 3 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution and resolutions at any meeting of

the directors or committee of the directors shall be decided by a majority of votes

4 4 The provisions of article 9 of the Model Articles and article 6 shall apply equally to meetings of any committee of the directors as to meetings of the directors

4 5 Article 7(2) of the Model Articles shall be amended by

4 5 1 the insertion of the words "for the time being" at the end of article 7(2)(a),

4 5 2 the deletion of the words "the general rule does not apply and", and

4 5 3 the insertion of the words "(for so long as he remains the sole director)" after the words "the director may"

5. UNANIMOUS DECISIONS OF DIRECTORS

5 1 A decision of the directors is taken in accordance with this article 5 when all eligible directors indicate to each other by any means that they share a common view on a matter

5 2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing

5 3 A decision may not be taken in accordance with this article 5 if the eligible directors would not have formed a quorum at a directors' meeting to vote on the matter

6. QUORUM FOR DIRECTORS' MEETINGS

6 1 Except where article 7(2) of the Model Articles applies, the quorum at any meeting of the directors (including adjourned meetings) shall be two eligible directors

6 2 No business shall be conducted at any meeting of the directors unless a quorum is participating at the beginning of the meeting and also when that business is voted on

7. CONFLICTS OF INTEREST AND DIRECTORS' INTERESTS

7 1 The directors may, in accordance with the requirements set out in this article 7, authorise in any manner permitted by these Articles, any matter or situation proposed to them by any director which would or could, if not authorised, involve a director (the **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**)

7 2 Any authorisation under article 7 1 will be effective only if

7 2 1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under these Articles,

7 2 2 any requirement as to the quorum at any meeting at which the matter is considered is met without counting the Interested Director; and

- 7 2 3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's votes had not been counted
- 7 3 Any authorisation of a Conflict under article 7 1 may extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised and impose upon the Interested Director such restrictions, terms and conditions and grant the Interested Director such permissions for the purposes of dealing with the Conflict as the directors think fit (and the Interested Director shall comply with the same)
- 7 4 The directors may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation
- 7 5 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds
- 7 6 Subject, where applicable, to any restrictions, terms and conditions imposed by the directors in accordance with article 7 3, and provided a director has declared the nature and extent of any interest in accordance with the requirements of the Act, a director who is interested in an existing or proposed transaction or arrangement with the Company
- 7 6 1 may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested,
- 7 6 2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
- 7 6 3 shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
- 7 6 4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
- 7 6 5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
- 7 6 6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no

such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

8. RECORDS OF DECISIONS TO BE KEPT

In article 15 of the Model Articles the words "and any decision of any sole director " shall be added to the end of the sentence

9. NUMBER AND APPOINTMENT OF DIRECTORS AND SECRETARY

- 9 1 The number of directors shall be not less than one and shall not be subject to any maximum, and article 17(1) of the Model Articles shall be read subject to this article 9 1
- 9 2 Subject to article 9 1, a Majority Shareholder shall have power at any time, and from time to time, to appoint any person to be a director, either as an additional director or to fill a vacancy and to remove from office any director so appointed. Any such appointment or removal shall be made by notice in writing to the Company signed by the Majority Shareholder or, if the Majority Shareholder is a company, any director of the Majority Shareholder and such notice shall take effect when it is lodged at the registered office of the Company
- 9 3 The Company is not required to have a company secretary but the directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

10. ALTERNATE DIRECTORS

- 10 1 Any director (other than an alternate director) (in this article 10, **the appointor**) may appoint as an alternate director any other director, or any other person approved by the directors to exercise that director's powers, and carry out that director's responsibilities, in relation to the taking of decisions by the directors, in the absence of the alternate's appointor. A person may be appointed an alternate director by more than one director
- 10 2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors
- 10 3 The notice must
- 10 3 1 identify the proposed alternate, and
- 10 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice
- 10 4 An alternate director has the same rights, in relation to any directors' decision or directors' meeting, as the alternate's appointor
- 10 5 Except as these Articles specify otherwise, alternate directors
- 10 5 1 are deemed for all purposes to be directors,

- 10 5 2 are liable for their own acts and omissions,
- 10.5 3 are subject to the same restrictions as their appointors, and
- 10 5 4 are not deemed to be agents of or for their appointors,
- 10 5 5 and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member
- 10 6 Except as these Articles specify otherwise, a person who is an alternate director but not a director
 - 10 6 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating), and
 - 10 6 2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, and does not himself participate)
- 10 7 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision)
- 10 8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's appointor as the appointor may by notice in writing to the Company from time to time direct
- 10 9 An alternate director's appointment as an alternate terminates
 - 10 9 1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
 - 10 9 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director, or
 - 10 9 3 when the alternate director's appointor ceases to be a director for whatever reason

11. EXPENSES

Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and the secretary (if any)" before the words "properly incur"

SHARES

12. UNISSUED SHARES

- 12 1 No shares shall be issued without the consent in writing of the Majority Shareholder

- 12 2 Subject to these Articles, but without prejudice to the rights attaching to any existing share, the directors may issue shares with such rights or restrictions as they may determine
- 12 3 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560 of the Act)

13 FURTHER ISSUES OF SHARES: AUTHORITY

- 13 1 Subject to article 12 and the remaining provisions of this article 13, the directors are hereby generally and unconditionally authorised, for the purpose of section 551 of the Act, to exercise any power of the Company to
 - 13 1 1 allot,
 - 13 1 2 grant rights to subscribe for or to convert any security into, or
 - 13 1 3 otherwise deal in, or dispose of,any shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper
- 13 2 The authority granted by article 13 1
 - 13 2 1 shall be limited to a maximum amount of 8000 ordinary shares of £1 each,
 - 13 2 2 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived, varied or revoked it by ordinary resolution, and
 - 13 2 3 may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired)

14. TRANSFER OF SHARES

- 14 1 Notwithstanding anything contained in these Articles the directors (or director if there is only one) of the Company may not decline to register any transfer of shares in the Company nor suspend registration of any such shares where in any such case the transfer is or is to be
 - 14 1 1 executed by a bank or institution to which such shares have been mortgaged, charged or pledged by way of security (or by any nominee of such bank or institution) pursuant to a power of sale under such security,
 - 14 1 2 executed by a receiver or manager appointed by or on behalf of any such bank or institution under any such security, or
 - 14 1 3 to any such bank or institution (or to its nominee) pursuant to any such security

A certificate by any officer of such bank or institution that the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts

14 2 Notwithstanding anything contained in these Articles, the directors (or director if there is only one) of the Company may not exercise its rights of lien over shares that have been mortgaged, charged or pledged by way of security to a bank or institution

14 3 Notwithstanding anything contained in these Articles a holder of shares in the Company is not required to comply with any provision of the Articles which restricts the transfer of shares or which requires any such shares to be first offered to all or any current shareholders of the Company before any transfer may take place, where in any such case the transfer is or is to be

14 3 1 executed by a bank or institution to which such shares have been mortgaged, charged or pledged by way of security (or by any nominee of such bank or institution) pursuant to a power of sale under such security,

14 3 2 executed by a receiver or manager appointed by or on behalf of any such bank or institution under any such security, or

14 3 3 to any such bank or institution (or to its nominee) pursuant to any such security

A certificate by any officer of such bank or institution that the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts

DECISION MAKING BY SHAREHOLDERS

15. QUORUM FOR GENERAL MEETINGS

15 1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be one shareholder present in person or by proxy or by duly authorised representative, being the Majority Shareholder or a proxy for the Majority Shareholder or a duly authorised representative of the Majority Shareholder

15 2 No business other than the appointment of the chairman of the meeting shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on

ADMINISTRATIVE ARRANGEMENTS

16. MEANS OF COMMUNICATION

16 1 Any notice, document or other information shall be deemed served on, or delivered to, the intended recipient

16 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted,

16 1 2 if properly addressed and sent by reputable international overnight courier either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United

Kingdom, five Business Days after collection from the sending party provided that delivery within no more than five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider,

- 16 1 3 if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- 16 1 4 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- 16 1 5 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this article 16 1, no account shall be taken of any part of a day that is not a working day

- 16 2 In proving that any notice, document or information was properly addressed, it shall be sufficient to show that the notice, document or information was delivered to an address permitted for the purpose by the Act

DIRECTORS' INDEMNITY AND INSURANCE

17. INDEMNITY

- 17 1 Subject to article 17.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

17 1 1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer

17 1 1 1 in the actual or purported execution and/or discharge of his duties, or in relation to them, and

17 1 1 2 in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs, and

17 1 2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 17 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

- 17 2 This article 17 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law

- 17 3 In this article 17

17 3 1 companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate, and

17 3 2 a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)

18. INSURANCE

18 1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

18 2 In this article 18

18 2 1 a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor),

18 3 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and

18 4 companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate