

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

ANORD CONTROL SYSTEMS (U.K.) LIMITED

02070632

(the Company)

13 February 2018 (the Circulation Date)

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolutions below are passed as ordinary resolutions and as special resolutions (the Resolutions).

SPECIAL RESOLUTIONS:

- 1 THAT pursuant to section 21(1) of the Companies Act 2006, the Articles of Association (the Articles) be and are hereby amended to insert a new Article 7.1 as follows:

7.1 "Notwithstanding anything contained in these Articles, the directors shall not decline to register nor suspend registration of, any transfer of shares where such transfer is:

- (i) in favour of any bank or institution (or any nominee or nominees of such bank or institution) to whom such shares are being transferred by way of security;
- (ii) duly executed by any such bank or institution (or any such nominee or nominees) to whom such shares shall (including any further shares in the Company acquired by reason of its holding of such shares) have been transferred as aforesaid, pursuant to the power of sale under such security; or
- (iii) duly executed by a receiver appointed by a bank or institution pursuant to any security document which creates any security interest over such shares,

and a certificate by any official of such bank or institution or any such receiver that the shares are or are to be subject to such a security and that the transfer is executed in accordance with the provisions of this Article 7.1 shall be conclusive evidence of such facts".

- 2 THAT pursuant to section 21(1) of the Companies Act 2006, the Articles be and are hereby amended to insert a new Article 4.1 as follows:

- 4.1 "The Company's first and paramount lien on every share (not being a fully paid share) called or payable at a fixed time in respect of that share and the extension of that lien to all dividends payable thereon shall not apply where any such shares have been mortgaged or charged by way of security in which event such lien shall rank behind any such security".

19 FEB 2018

ELFAS

MONDAY



J704GRKR

JNI

19/02/2018

#20

COMPANIES HOUSE

ORDINARY RESOLUTIONS:

- 3 THAT the directors of the Company are hereby directed to approve the terms of, and the transactions contemplated by, the following documents, copies of which were provided to the member:

- (a) the facilities agreement proposed to be entered into between, among others, (i) Anord Mardix Acquisitions Limited as the Borrower, (ii) ACS Acquisitions, Inc. (company number 07720881) as the parent, (iii) the companies listed in Part 1 of Schedule 1 thereto as guarantors, (iv) Barings Global Advisers Limited and the Governor and Company of the Bank of Ireland as mandated lead arrangers (the Arrangers), (v) the financial institutions listed in Part 2 of Schedule 1 thereto as original lenders, (vi) Global Loan Agency Services Limited as agent (the Agent) and (vii) GLAS Trust Corporation Limited as security agent (the Security Agent) (the Facilities Agreement);
- (b) a debenture in favour of the Security Agent over all of the Company's property, assets and undertaking, present and future incorporating a legal mortgage over any freehold interests that it holds (the Debenture);
- (c) an intercreditor agreement to be made between amongst others, the Company, and the Security Agent (each as defined therein) containing terms and conditions regulating certain rights between the parties thereto, including the priority of security, the payment of moneys owed and the rights of recourse of the Secured Finance Parties and the Subordinated Creditors to the assets of the Company and the Group (the Intercreditor Agreement);
- (d) a Deed of Release to be made between (i) the Company and (ii) Ulster Bank Ireland Designated Activity Company;
- (e) the Base Case Model; and
- (f) a formalities certificate certifying certain matters in respect of the Company (the Formalities Certificate)

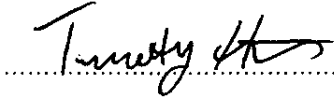
(together, the Transaction Documents) and the execution, delivery and performance by the Company (as the case may be) of the Transaction Documents be and are hereby approved and are for the benefit of and in the best interests of the Company for the purposes of carrying on its business;

- 3.1 the directors of the Company are hereby directed to approve the terms and conditions of, and the transactions contemplated by the Transaction Documents and any other documents entered into pursuant thereto, including but not limited to the provisions of any security, guarantees and indemnities and any related confirmations be and are hereby approved, subject to such changes as the Company's directors and/or authorised signatories, in their absolute discretion think fit;
- 3.2 the directors and/or authorised signatories of the Company be and are hereby authorised to take any action or enter into any other documents in connection or pursuant to the terms of the Transaction Documents as they shall deem necessary or appropriate, and to execute, deliver and perform any and all obligations made under those documents notwithstanding any provision of the Company's articles; and
- 3.3 the directors and/or authorised signatories of the Company are authorised to do all things necessary in respect of the Transaction Documents and other related documents.

AGREEMENT

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

The undersigned, the sole member entitled to vote on the above resolutions on the Circulation Date, hereby irrevocably agree to the Resolutions:



Signed for and on behalf of **ANORD CONTROL SYSTEMS (HOLDINGS) LIMITED**

Dated: 13 February 2018

NOTES

- 1 You can choose to agree to the Resolutions or not. If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

By Hand: delivering the signed copy to Alan Cooling, TG16, Gosforth Suite Innovation Centre, Westlakes Science and Technology Park, Moor Row, Cumbria, CA24 3TP.

Post: returning the signed copy by post to TG16, Gosforth Suite Innovation Centre, Westlakes Science and Technology Park, Moor Row, Cumbria, CA24 3TP.

E-mail: by attaching a scanned copy of the signed document to an e-mail and sending it to *[insert details of an authorised recipient of the Company]*. Please enter "Written resolutions dated [•]" in the e-mail subject box.

If you do not agree to the Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply.

- 2 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
- 3 Unless, by 28 days from the Circulation Date, sufficient agreement has been received for the Resolutions to pass, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.
- 4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
- 5 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.

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

ANORD CONTROL SYSTEMS (U.K.) LIMITED

02070632

PRELIMINARY

- 1 The Company is a private company, and the regulations contained or incorporated by reference in Table A in Statutory Instrument 805 of 1985, save insofar as they are hereinafter excluded or modified, shall be, together with these articles, the regulations of the Company.

SHARES

- 2 Subject to any directions which may be given by a General Meeting and to the other regulations of the Company, the Directors are authorised to allot the shares in the capital of the Company for such consideration and upon such terms and at such times as the Directors may determine, but so that;
 - (a) the maximum number of shares that may be allotted by the Directors shall be the total number of shares (including any created by an increase in the Capital) which, at the time when the allotment is made, have not already been allotted;
 - (b) this authority shall expire on the fifth anniversary of the day preceding the date of incorporation of the Company, or on such other earlier date as the Company may in General Meeting properly resolve; provided always that this authority may be renewed in accordance with the provisions of the Companies Acts.
- 3 Subject to any direction which may be given by a General Meeting all shares forming part of the original capital of the Company and for the time being unissued and all new shares shall, before issue be offered to members of the Company in proportion, as nearly as possible, to the number of shares held by them. The offer shall be made by notice specifying the number of shares offered and limiting the time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on receipt of an intimation from the person to whom the offer is made, that he declines the shares comprised in such offer, the Directors may dispose of those shares (subject to the other regulations of the Company) in such manner as they think proper. The Directors may likewise dispose of any such original or new shares as aforesaid which by reason of any difficulty in apportioning the same cannot be conveniently offered in accordance with the foregoing provisions.
- 4 The lien conferred by Clause 8 in Table A shall attached to all shares, whether fully paid or not, and to all shares registered in the name of any person for all moneys presently payable by him or his estate to the Company whether he be the sole holder or one of two or more joint holders thereof.
- 4.1 The Company's first and paramount lien on every share (not being a fully paid share) called or payable at a fixed time in respect of that share and the extension of that lien to all dividends payable thereon shall not apply where any such shares have been mortgaged or charged by way of security in which event such lien shall rank behind any such security.
- 5 Any share may be transferred by a member to a person who is already a member or to a relative of such member, or in the case of a member which is a company to a subsidiary or fellow subsidiary company thereof, and any share standing in the name of a deceased member may be transferred to any person

becoming entitled under his or her will or intestacy or to such deceased member's personal representatives and, on any change of the trusteeship of shares held upon trusts, such shares may be transferred to the new and continuing trustees. The provisions of Article 7 shall not apply to such transfers save to prevent a transfer of a Share on which the Company has a lien.

- 6 A Member wishing to dispose of all or any of his shares other than in accordance with the provisions of Article 5 shall give notice of the fact to the Directors and such notice shall constitute the Company as the agent of the transferor member for the purpose of effecting the transfer and all matters appertaining thereto. The Directors shall offer the said shares to the remaining members in proportion to their then holding of shares on the date when the offer is made and such members shall have an option to purchase all or any of the shares offered to them, this option remaining open for three calendar months from the date on which the offer is made. If, within this period, a purchasing member is found such purchasing member shall be bound to complete the purchase within seven days. Notice of the finding of the purchasing member shall be given to the transferor member, who shall be bound on payment of the fair value to transfer the share or shares to the purchasing member. If the transferor member fails to complete the transfer the Directors may authorise some person to transfer the share or shares to the purchasing member and may receive the purchase money and register the purchasing member as holder of the share or shares. The transferor member shall deliver up his certificate and shall thereupon be paid the purchase money. In the event of any dispute as to the value of the shares, the transfer of the shares shall be effected at a fair price as fixed by the Auditor for the time being to the Company; if there is no dispute as to the value of the shares they may be transferred at any agreed price. Any shares not taken up before the offer lapses may, within a further period of twenty-eight days be transferred by the transferor member to any other person, provided that this Article shall not in any way remove from the Directors the power to refuse any transfer (other than a transfer made in accordance with Article 5) of which they disapprove.
- 7 Without prejudice to the provisions of Clause 24 in Table A, the Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share (other than a transfer in accordance with Article 5) whether or not it is a fully paid share.
- 7.1 Notwithstanding anything contained in these Articles, the directors shall not decline to register nor suspend registration of, any transfer of shares where such transfer is:
- (i) in favour of any bank or institution (or any nominee or nominees of such bank or institution) to whom such shares are being transferred by way of security;
 - (ii) duly executed by any such bank or institution (or any such nominee or nominees) to whom such shares shall (including any further shares in the Company acquired by reason of its holding of such shares) have been transferred as aforesaid, pursuant to the power of sale under such security; or
 - (iii) duly executed by a receiver appointed by a bank or institution pursuant to any security document which creates any security interest over such shares,

and a certificate by any official of such bank or institution or any such receiver that the shares are or are to be subject to such a security and that the transfer is executed in accordance with the provisions of this Article 7.1 shall be conclusive evidence of such facts.

- 8 Shares issued pursuant to Clause 3 in Table A shall be subject to such terms and manner of redemption as the Company before the issue shall by Special Resolution determine.

SEAL

- 9 Clause 101 in Table A shall be amended by the addition of the following words at the end of the Clause: "or by some other person appointed by the Directors for the purpose."

DIRECTORS

- 10 A person may be appointed or elected as a Director, whatever his age, and no Director shall be obliged to vacate his office of Director by reason of his attaining or having attained the age of seventy years or any other age.
- 11 A Director may vote in respect of any contract or arrangement in which he is interested and may form part of the quorum for any meeting at which such voting occurs. Clauses 94, 95, 96 and 98 in Table A shall not apply to the Company; and Clause 97 in Table A shall apply as though the words "except that concerning his own appointment" were omitted.
- 12 The Company may by Extraordinary Resolution remove a Director before the expiration of his period of office and by Ordinary Resolution appoint another person as Director in his place. Such person appointed as aforesaid shall be subject to retirement at the same time as if he had become a Director on the day on which the Director he replaces was last elected a Director.
- 13 Until otherwise determined by the Company in General Meeting, the number of Directors (other than Alternate Directors) shall be not less than one nor more than five. So long as the minimum number remains thus fixed at one, a sole Director may exercise all the powers vested in the Directors generally. Clauses 89 and 90 in Table A shall be modified accordingly, and Clause 64 in Table A shall not apply to the Company.