

PENTAIR EUROPEAN STEEL STRIP LIMITED
(the Company)

Company number: 00533160

Written resolution of the shareholders of the Company, pursuant to Chapter 2 of Part 13 of the Companies Act 2006

We, the undersigned, being all of the eligible members of the Company do hereby resolve and consent to taking the following actions and approve the following resolutions without a meeting

Special resolution

RESOLUTION THAT

the authorised share capital be hereby revoked from paragraph 5 of the Memorandum of Association of the Company, which, by virtue of section 28 of the Companies Act 2006, are to be treated as provisions of the Company's Articles of Association

Signed by -

3.10.16. 

For and on behalf of Pentair Tubing Limited

Dated



A5HRUREP

A07

17/10/2016

#89

COMPANIES HOUSE

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

TYCO EUROPEAN STEEL STRIP LIMITED

(As amended by Special Resolution dated 13th September 1997 & 19th March 1999)

- 1 The company's name is **TYCO EUROPEAN STEEL STRIP LIMITED****
- 2 The company's registered office is to be situated within England and Wales
- 3 The company's objects are
 - (a) To carry on business as manufacturers, constructors, fabricators, processors, finishers, distributors and stockists of and dealers in industrial, commercial and domestic products of all descriptions, and to carry out research into, to undertake development, repair and servicing of, and to provide technical advice concerning, any of the aforementioned activities
 - (b) To carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or ancillary to any of the businesses of the company
 - (c) To purchase or by any other means acquire and take options over any property whatsoever and any rights or privileges of any kind over or in respect of any property
 - (d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets ~~d-invention, licensees, secret possessions, trade marks, designs, protections and concessions~~ and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the company may acquire or propose to acquire
 - (e) To acquire or undertake the whole or any part of the business, goodwill and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which the company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with or enter into partnership or into any arrangement for sharing profits, or

* The name of the Company was changed from Paul Fabrications Limited to Glynwed Engineered Products Limited by Special Resolution passed on 13 October 1997

for co-operation or for mutual assistance with any such person, firm or company or for subsidising or otherwise assisting any such person, firm or company and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received

(f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the company

(g) To invest and deal with the moneys of the company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made

(h) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid)

(i) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the company's property or assets (whether present or future), including its uncalled capital and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the company of any obligation or liability it may undertake or which may become binding on it

(j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments

(k) To apply for, promote and obtain any Act of Parliament, order or licence of the Department of Trade or other authority for enabling the company to carry any of its objects into effect, or for effecting any modification of the company's constitution or for any other purpose which may seem calculated directly or indirectly to promote the company's interests and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the company's interests

(l) To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the company's objects or any of them and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions

(m) To subscribe for, take, purchase or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world

(n) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies

(o) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the company, or of undertaking any business or operations which may appear likely to assist or benefit the company or to enhance the value of any property or business of the company and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid

(p) To sell or otherwise dispose of the whole or any part of the business or property of the company, either together or in portions, for such consideration as the company may think fit and in particular for shares, debentures, or securities or any company purchasing the same

(q) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts

(r) To remunerate any person, firm or company rendering services to the company either by cash payment or by the allotment to him or them of shares or other securities of the company credited as paid up in full or in part or otherwise as may be thought expedient

(s) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the company, or to contract with any person, firm or company to pay the same and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares or other securities of the company

(t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the company or its directors or employees or may be connected with any town or place where the company carries on business, to give or award pensions, annuities, gratuities and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the company or any company which is a subsidiary of the company or the holding company of the company or a fellow subsidiary of the company or the predecessors in business of the company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons, to make payments towards insurance, and to set up, establish, support and

maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and of their wives, widows, children and other relatives and dependants, and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employee or to trustees on their behalf to enable any such purchase schemes to be established or maintained

(u) Subject to and in accordance with a due compliance with the provisions of sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in section 152(1)(a) of the Act) for any such purpose as is specified in section 151(1) and/or section 151(2) of the Act

(v) To distribute among the members of the company in kind any property of the company of whatever nature

(w) To procure the company to be registered or recognised in any part of the world

(x) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others

(y) To do all such other things as may be deemed incidental or conducive to the attainment of the company's objects or any of them

AND so that

(1) None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or by inference from any other object or objects set forth in such sub-clause or by reference to or inference from the terms of any other sub-clauses of this clause, or by reference to or inference from the name of the company

(2) None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause and the company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as though each such sub-clause contained the objects of a separate company

(3) The word "company" in this clause, except where used in reference to the company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere

(4) In this clause the expression "the Act" means the Companies Act 1985, but so that any reference in this clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

4 The liability of the members is limited

6 We, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum, and we agree to take the number of shares shown opposite our respective names

Names and addresses of subscribers	Number of shares taken by each subscriber
<hr/>	
REGINALD ARNOLD SHAREMAN THE DAR COOMBE WOOD HILL PURLEY SURREY	ONE
COMPANY SECRETARY	
KENNETH C BOWYER PINE TREE COTTAGE WRAYSBURY BUCKINGHAMSHIRE	ONE
COMPANY DIRECTOR AND SECRETARY	
Total shares taken	<hr/> TWO <hr/>

Dated 4th May 1954

Witness to the above signatures	A K CRAIGHEAD ACCOUNTANT 16 Avenue Road Southgate N16
---------------------------------	---

Company Number 533160

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

TYCO EUROPEAN STEEL STRIP LIMITED

(Adopted by Special Resolution dated 13th October 1997 & 19th March 1999)

- 1 The Regulations contained or incorporated in Table A in the Companies (Tables A to F) Regulations 1985 (such table being hereinafter called Table A) shall apply to the Company save insofar as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the articles hereinafter contained shall be the Regulations of the company

- 2 In accordance with Section 91 of the Companies Act 1985, Section 89(1) and Sections 90(1) to (6) of that Act shall not apply

The following shall have effect as an additional Regulation -

The shares in the initial and any increased capital shall be under the control of the Directors who may classify, allot or dispose of or grant options over the same to such persons on such terms and in such manner as they think fit

- 3 There shall be no requirement for fully-paid shares to carry distinguishing numbers and Regulation 6 of Table A shall be modified accordingly

- 4 The lien conferred by Regulation 8 in Table A shall attach also to fully paid-up shares and the company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the company. Regulation 8 in Table A shall be modified accordingly

- 5 Regulation 23 of Table A from "and unless the share is fully paid" to the end, shall not apply

- 6 The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share and Regulation 24 in Table A shall not apply to the company

- 7 The following Regulations and parts of Regulations of Table A shall not apply -

Regulations 73, 74, 75, 76, 77, 78 and 80, Regulation 79 from "provided that" to the end

The following Regulation shall apply in their place -

The holder or holders of a majority in nominal value of such part of the issued share capital of the company as confers the right for the time being to attend and vote at general meetings of the company may at any time or from time to time by memorandum in writing signed by or on behalf of him or them and left at or sent to the registered office of the company remove any director from office or appoint any person to be a director. Directors so appointed, or elected in accordance with Regulation 79 of Table A shall hold office until removed from or vacating office as provided in these Regulations. Directors shall not retire from office by rotation.

- 8 The Regulation 81(c) of Table A shall not apply and the following shall be substituted therefor -

"81(c) he is, or may be, incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs "

- 9 Regulation 87 of Table A shall not apply. The following Regulation shall apply in its place -

The Directors may pay and agree to pay gratuities, pensions or other retirement, superannuation, death or disability benefits or allowances to or to any person in respect of any Director or former Director who may hold or may have held any executive office or employment under the company or any subsidiary company of the company or its holding company (if any) and for the purpose of providing any such pensions or other benefits or allowances may contribute to any scheme or fund and may make payments towards insurances or trusts in respect of such person.

- 10 The following shall be added to the end of the first sentence of Regulation 89 of Table A -

"except that one shall, if there are no other Directors present in the United Kingdom or capable of acting at the relevant time (but without prejudice to the powers of the Directors under this Regulation to fix the quorum) suffice as the quorum for a meeting of the Directors for the purpose of approving the registration of any transfer of any share "

- 11 Regulation 94 of Table A shall not apply and the following shall be substituted therefor -

A Director may vote and may be counted in the quorum present at the relevant meeting of the Directors in respect of any contract or arrangement in which he is interested, provided that he shall previously have disclosed the nature of that interest in accordance with the Act and that the other Directors present at such meeting shall not have resolved to the contrary.

- 12 In Regulation 106 of Table A the words "or warrant" shall be inserted after the word "cheque"

- 13 Regulation 118 of Table A shall not apply The following Regulation shall apply in its place -

Save and except so far as the provisions of this Article shall be avoided by any provisions of the Companies Acts, every Director, manager, officer and auditor of the company shall be indemnified by the Company against all actions, liabilities, costs, charges, losses, damages and expenses incurred by them in the execution of their duties or supposed duties in their respective offices

- 14 The following shall have effect as an additional Regulation -

The company may destroy -

- (a) any share certificate which has been cancelled at any time after the expiry of one year from the date of such cancellation,
- (b) any dividend mandate or any variation or cancellation thereof or any notification of change of name or address at any time after the expiry of two years from the date such mandate variation cancellation or notification was recorded by the company,
- (c) any instrument of transfer of shares which has been registered at any time after the expiry of six years from the date of registration, and
- (d) any other document on the basis of which any entry in the Register is made at any time after the expiry of six years from the date an entry in the Register was first made in respect of it,

and it shall conclusively be presumed in favour of the company that every share certificate so destroyed was a valid certificate duly and properly cancelled and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the company Provided always that -

- (i) the foregoing provisions of this Article shall apply only to the destruction of a document in good faith and without express notice to the company that the preservation of such document was relevant to a claim,
- (ii) nothing contained in this Article shall be construed as imposing upon the company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (i) above are not fulfilled, and
- (iii) references in this Article to the destruction of any document include references to its disposal in any manner