

Company Number: 8534345

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

METRICHOR LIMITED ("Company")

Passed on 31st May 2013

The following resolution was passed as a special resolution pursuant to Chapter 2 of Part 13 of the Companies Act 2006 on 31st May 2013.

Special Resolution

THAT the Articles of Association circulated with this Resolution be and they are hereby adopted as the Articles of Association of the Company in lieu of the existing Articles of Association.


Director



Company No: 8534345

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

-of-

METRICHOR LIMITED

Adopted by Written Special Resolution on 31st May 2013

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Company No: 8534345

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES**

ARTICLES OF ASSOCIATION

-of-

METRICHOR LIMITED ("Company")

Adopted by Written Special Resolution on 31st May 2013

1. PRELIMINARY

- 1.1 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 adoption of these Articles ("**Model Articles**") shall apply to the Company, except insofar as they are varied or excluded by, or are inconsistent with, these Articles.
- 1.2 Save as otherwise specifically provided in these Articles, or unless the context otherwise provides, words and expressions which have particular meanings in the Model Articles shall have the same meaning in these Articles
- 1.3 Articles 12(1), 12(2), 12(3), 14, 17(1), 19(2), 26(5), 52 and 53 of the Model Articles shall not apply to the Company

2. DEFINITIONS AND INTERPRETATION

- 2.1 In these Articles, unless the context otherwise requires, the following words and expressions have the meanings set opposite them:

"address"	includes a number or address used for the purposes of sending or receiving documents or information by electronic means;
"authenticated"	(subject to section 1146 of the Companies Act) authenticated as set out in these Articles or in such other manner as the Board may in its discretion determine,
"Board"	the Board of Directors of the Company or a duly authorised committee thereof or the Directors present at a meeting of the Board of Directors of the Company or a duly authorised committee thereof, in each case at which a quorum is present,
"Companies Act"	the Companies Act 2006 (as amended, consolidated and restated from time to time);

"Director"	a director of the Company from time to time,
"electronic form" and "electronic means"	have the meanings given to them in section 1168 of the Companies Act;
"Group"	the Company and any Parent Company and any holding company of the Parent Company and any other subsidiary of the Parent Company or such holding company ("holding company" and "subsidiary" having the meanings set out in section 1159 and Schedule 6 of the Companies Act) and a subsidiary shall be treated, for the purposes only of the membership requirement contained in subsections 1159(b) or (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee,
"Parent Company"	a company which is the registered holder of not less than ninety per cent of the issued shares of the Company having the right to vote;
"Shareholder"	a shareholder of the Company;
"these Articles"	the Articles of Association of the Company in their present form or as amended from time to time,
"writing" or "written"	printing, typewriting, lithography, photography and any other mode or modes of representing or reproducing words in a legible and non-transitory form, including (subject to the provisions of the Companies Act) in electronic form

3. SHARES

- 3 1 Subject always to the provisions of Article 3.4, in accordance with section 550 of the Companies Act, for so long as the Company has only one class of shares, the Board may exercise any powers of the Company to allot shares in the Company or to grant rights to subscribe for or to convert any security into such shares.
- 3 2 The authority referred to in Article 3 1
- 3 2 1 shall be limited to a maximum nominal amount of £ 100,000;
- 3.2.2 shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary resolution; and
- 3 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).

- 3.3 In accordance with section 567 of the Companies Act, sections 561 and 562 (inclusive) of the Companies Act shall not apply to the allotment by the Company of equity securities
- 3.4 For so long as there shall be a Parent Company no shares in the Company shall be allotted nor shall any rights to subscribe for or to convert any security into such shares be granted without the consent of the Parent Company

4. CONSENT OF PARENT COMPANY

- 4.1 Where the consent of a Parent Company is required under these Articles, no person dealing with the Company shall be concerned to see or enquire as to whether any requisite consent of the Parent Company has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors.
- 4.2 Any notice, consent, approval or other document of a Parent Company given pursuant to these Articles shall be in writing served on the Company and shall be authenticated. A notice signed on behalf of the Parent Company by any of its directors or some other person duly authorised for the purpose shall be deemed to be authenticated for the purposes of these Articles and the Companies Act.

5. TRANSFER OF SHARES

- 5.1 If and for so long as there is a Parent Company, the Directors shall register a transfer of shares
- 5.1.1 which is presented by the Parent Company for registration duly stamped or certified as exempt from stamp duty; or
- 5.1.2 which is approved in writing by the Parent Company and presented for registration duly stamped or certified as exempt from stamp duty
- 5.2 If and for so long as there is a Parent Company, no transfer of shares shall be registered without the prior written approval of the Parent Company.

6. MEETINGS AND RESOLUTIONS OF SHAREHOLDERS

- 6.1 If and for so long as there is a Parent Company, a duly authorised representative of the Parent Company shall be the only person required to constitute a quorum at general meetings.
- 6.2 At any general meeting, in the case of a body corporate which is a Shareholder a director or the secretary thereof shall be deemed to be a duly authorised representative unless the Company has received notice to the contrary
- 6.3 In the case of:

6 3.1 a body corporate which is a Shareholder, the signature of a director or the secretary of that body corporate; or

6.3.2 joint holders of a share, the signature of any one of such joint holders,

shall be sufficient for the purposes of passing written resolutions pursuant to the Companies Act

7. RESTRICTIONS ON POWERS OF DIRECTORS

7 1 For so long as there is a Parent Company any or all powers of the Directors shall be restricted in such respects and to such extent as the Parent Company may by notice to the Company from time to time lawfully prescribe. Article 3 of the Model Articles shall be read accordingly.

7.2 No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the Directors have been in any way restricted hereunder and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors.

8. APPOINTMENT AND REMOVAL OF DIRECTORS

8.1 The minimum number of Directors shall be one and, in the event of there being a sole Director, he shall have all the powers and be subject to all the provisions herein conferred on the Directors and he or any alternate Director appointed by him shall alone constitute a quorum at any meeting of the Directors. Article 11 of the Model Articles shall be modified (and all other provisions in these Articles relating to Directors shall be construed) accordingly.

8.2 Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed as a Director

8 2 1 by the Parent Company (if there is one) giving notice to the Company of the appointment; or

8.2.2 by a decision of the Directors.

8 3 For so long as there is a Parent Company, the Parent Company may at any time and from time to time remove from office any Director howsoever appointed but so that his removal from office shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company. Any such removal shall be effected by a notice served on the Company by the Parent Company

9. ALTERNATE DIRECTORS

9.1 Any Director (the "appointor") may appoint as an alternate Director ("alternate") any other Director, or any other person approved by the Parent Company, to

9 1 1 exercise that Director's powers; and

9.1.2 carry out that Director's responsibilities,

- in relation to the taking of decisions by the Directors in the absence of the alternate's appointor
- 9 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Board
- 9.3 The notice must
- 9.3.1 identify the proposed alternate, and
- 9.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.
- 9 4 An alternate Director may act as alternate Director to more than one Director and has the same rights, in relation to any decision of the Directors, as the alternate's appointor.
- 9.5 Alternate Directors:
- 9 5 1 are deemed for all purposes to be Directors;
- 9.5.2 are liable for their own acts and omissions,
- 9.5.3 are subject to the same restrictions as their appointors, and
- 9 5 4 are not deemed to be agents of or for their appointors,
- 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.
- 9 6 A person who is an alternate Director but not a Director:
- 9.6 1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and
- 9.6 2 may participate in a decision of the Directors (but only if that person's appointor is eligible to vote in relation to that decision but does not participate), and
- 9.6 3 shall not be counted as more than one Director for the purposes of Articles 9.6.1 and 9 6.2.
- 9 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 eligible to vote in relation to that decision but does not participate).
- 9 8 An alternate Director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate Director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

9.9 An alternate Director's appointment as an alternate terminates.

9 9.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

9 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;

9 9 3 on the death of the alternate's appointor; or

9 9 4 when the alternate's appointor's appointment as a Director terminates

10. DIRECTORS' INTERESTS

10.1 Subject to the provisions of the Companies Act and provided that he has previously disclosed the nature and extent of such duty or interest to the Directors in accordance with the provisions of the Companies Act, and provided further (save as set out in Article 10.2) that he has obtained the approval of the Parent Company (if there is one) a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

10 1 1 may vote at a Board meeting (or any committee of the Directors), and form part of a quorum present at that meeting, or participate in any decision making of the Directors in relation to such transaction or arrangement with the Company;

10.1.2 may be a party to, or otherwise interested in, any such transaction or arrangement; and

10 1 3 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him) derives from any such transaction or arrangement and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest nor shall the receipt of any remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act

10 2 The approval of the Parent Company referred to in Article 10 1 shall not be required in respect of an interest that arises by virtue of a Director holding office in, being employed by, holding shares (whether directly or indirectly) in, or otherwise being interested in any member of the Group ("**Group Interest**")

10.3 A Director shall not be in breach of his duty under section 175 of the Companies Act by reason of him having a Group Interest.

10 4 For the purposes of Articles 10 1 to 10.3 an interest of a person who is, for any purpose of the Companies Act, connected with a Director shall be treated as an interest of the Director and, in relation to an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise.

11. DIRECTORS' REMUNERATION, GRATUITIES AND PENSIONS

11 1 Article 19(3) of the Model Articles shall be amended by adding the words "and subject to obtaining the approval of the Parent Company (if there is one)", after

the words "Subject to the articles" but before the words ", a director's remuneration may:"

- 11.2 The Directors shall be entitled to such remuneration (if any) by way of fee as shall from time to time be determined by the Parent Company. Unless and until so determined, remuneration shall be at such rate as the Board shall from time to time determine. Such remuneration shall be deemed to accrue from day to day.

12. CHAIRMAN

- 12.1 The Parent Company (if there is one) may appoint, and remove, a person who is a Director to chair meetings of the Directors and the person so appointed shall be known as the chairman. Such appointment or removal shall be by notice to the Company. If and for so long as the position of chairman is vacant, the Directors may appoint one of their number to be the chairman and may terminate such chairman's appointment at any time.

13. ACCOUNTS AND OTHER RECORDS

- 13.1 If and for so long as there is a Parent Company, it shall be entitled to inspect the Company's accounts and other records and documents. Article 50 of the Model Articles shall be modified accordingly.

14. INDEMNITY AND INSURANCE

- 14.1 Subject to the Companies Act, but without prejudice to any indemnity to which a Director may otherwise be entitled, each relevant director shall, subject to obtaining the approval of the Parent Company (if there is one), be indemnified out of the Company's assets against:
- 14.1.1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
 - 14.1.2 any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in Section 235(6) of the Companies Act);
 - 14.1.3 any other liability incurred by that director as an officer of the Company or on associated Company.
- 14.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Act or by any other provision of law.
- 14.3 Subject to the provisions of, and so far as may be permitted by, the Companies Act and for so long as there is one, subject to obtaining the approval of the Parent Company, the Company shall be entitled to fund by way of loan (or make arrangements for him to avoid incurring) the expenditure of every relevant director incurred or to be incurred in defending any criminal or civil proceedings or any investigation or other action proposed to be taken by a regulatory authority or in connection with any application for relief.
- 14.4 Subject to the Companies Act (and for so long as there is one, subject to obtaining the approval of the Parent Company) the Company may buy and

maintain insurance for the benefit of any relevant director in respect of any relevant loss.

14.5 In this Article

- 14.5.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate,
- 14 5 2 a "relevant director" means any director or former director of the Company or an associated company, and
- 14.5.3 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director'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.

15. COMMUNICATIONS

15.1 Any document or information required or permitted to be given by or to the Company, any Shareholders and Directors under these Articles or the Companies Act, other than a notice convening a meeting of the Directors, shall, unless otherwise specified in these Articles, be in writing and, subject to the Companies Act and any specific requirements of these Articles, may be given

15 1 1 personally or by sending it by post or other delivery service in a prepaid envelope addressed to the recipient at its registered address, or any other address notified to the sender for the time being for the service of documents or information, or by leaving it at any such address or by any other means authorised in writing by the recipient concerned;

15.1.2 by sending it in electronic form to an address for the time being notified to the sender by the recipient for that purpose,

15 1 3 in the case of any document or information to be given by the Company, by making it available on a website.

15 2 If properly addressed, a document or information sent or supplied by the Company in accordance with Article 15.1 shall be deemed to be received:

15 2 1 in the case of a document or information delivered personally or left at the recipient's address, when delivered or left;

15 2.2 in the case of a document or information sent by post or other delivery service, 48 hours after sending;

15 2 3 in the case of a document or information sent by electronic means, 24 hours after sending,

15 2 4 in the case of a document or information made available on a website

- (a) when the document or information was first made available on the website, or

- (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the document or information was made available on the website

- 15.3 In the case of documents or information sent or supplied by the Company, proof that an envelope containing a document or information was properly addressed, prepaid and posted (or consigned to the relevant delivery service or, in the case of a document or information delivered personally or left at the recipient's address, was properly addressed and delivered personally or left at the recipient's address) shall be conclusive evidence that the document or information was given. In the case of documents or information sent or supplied by the Company, proof that a document or information contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the document or information was given.
- 15.4 A document or information sent in electronic form shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.
- 15.5 Where a document or information is sent or supplied to the Company it must be authenticated. Where a document or information is sent or supplied to the Company by a person on behalf of another, the Company may require reasonable evidence of the authority of the former to act on behalf of the latter.
- 15.6 In the case of joint holders of a Share, all documents or information required to be given by the Company may be given either to each of the joint holders or to the joint holder whose name stands first in the register of Shareholders in respect of the joint holding and documents or information so given shall be sufficiently given to all the joint holders.
- 15.7 Subject to Article 15.8, a Shareholder whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which documents or information may be given to him or an address to which documents or information may be given to him in electronic form shall be entitled to have documents or information given to him at such address but otherwise, subject to the Companies Act, no such Shareholder shall be entitled to receive any document or information from the Company.
- 15.8 A Parent Company whose registered address is not within the United Kingdom shall be entitled to have documents and other information required to be given to it by the Company, given to it at that address.
- 15.9 A Shareholder present, either in person or by proxy or (being a corporation) by a duly authorised representative, at any meeting of the Company or of the holders of any class of Shares shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 15.10 Every person who becomes entitled to a Share shall be bound by any notice in respect of that Share which, before his name is entered in the register of Shareholders, has been duly given to a person from whom he derives his title.