SCOTTISH RENEWABLES FORUM LIMITED

Registered Number SC200074

(**the "Company"**)

Notice of Annual General Meeting

Notice is hereby given that the Annual General Meeting ("**Meeting**") of the Company will be held at 5:00pm on 08 September 2026 at Second Floor, 24 St Vincent Place, Glasgow G1 2EU, to transact the following business:

1. To vote on the following ordinary resolution:

   THAT the appointment of Alasdair Campbell as a Co-opted Director for a term running until 30 June 2027 be confirmed and ratified.

2. To vote on the following special resolution:

   THAT the articles of association in the from set out in Appendix 1 of the Notice of Annual General Meeting be adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association.

3. To receive the Chief Executive's statement.

4. To transact any other competent business of the Company.

For ease of reference, Appendix 2 to this notice contains a comparison showing the changes between the articles of association proposed to be adopted pursuant to item (2) in this Notice and the existing articles of association of the Company.

BY ORDER OF THE BOARD

John Morrison
Company Secretary

Third Floor, 24 St Vincent Place, Glasgow, G1 2EU

17 August 2026

Notes

1. **Registration for the AGM is not mandatory, but we would be most grateful if members who wish to attend could register through the link on our website.**

2. As a member of the Company, you are entitled to appoint a proxy to exercise all or any of your rights to attend, speak and vote at the Meeting and you should have received a proxy form with this notice of meeting. You can only appoint a proxy using the procedures set out in these notes and the notes to the proxy form.

3. A proxy does not need to be a member of the Company but must attend the Meeting to represent you. Details of how to appoint the Chair of the Meeting or another person as your proxy using the proxy form are set out in the notes to the proxy form. If you wish your proxy to speak on your behalf at the Meeting you will need to appoint your own choice of proxy (not the Chair) and give your instructions directly to them.

4. If you do not give your proxy an indication of how to vote on any resolution, your proxy will vote or abstain from voting at his or her discretion. Your proxy will vote (or abstain from voting) as he or she thinks fit in relation to any other matter which is put before the Meeting.

5. The notes to the proxy form explain how to direct your proxy to vote on each resolution or withhold their vote. The notes to the proxy form explain how to direct your proxy to vote on each resolution or withhold their vote, and the link to the proxy form can be found on our website.

6. To appoint a proxy using the proxy form, the form must be:

   - completed and signed;
   - sent or delivered to the Company at John Morrison, Scottish Renewables, Third Floor, 24 St Vincent Place, Glasgow, G1 2EU; and
   - received by the Company no later than 5:00pm on 06 September 2026.

   In default of the foregoing, the proxy should, unless the board of directors resolve otherwise, not be treated as valid.

7. Any power of attorney or any other authority under which the proxy form is signed (or a duly certified copy of such power or authority) must be included with the proxy form.

8. In the case of joint holders, where more than one of the joint holders purports to appoint a proxy, only the appointment submitted by the most senior holder will be accepted. Seniority is determined by the order in which the names of the joint holders appear in the Company's register of members in respect of the joint holding (the first-named being the most senior).

9. To change your proxy instructions simply submit a new proxy appointment using the methods set out above. Note that the cut-off time for receipt of proxy appointments (see above) also apply in relation to amended instructions. Any amended proxy appointment received after the relevant cut-off time will, unless the board of directors resolve otherwise, be disregarded.

10. Where you have appointed a proxy using the hard-copy proxy form and would like to change the instructions using another hard-copy proxy form, please contact John

Morrison, Scottish Renewables, Third Floor, 24 St Vincent Place, Glasgow, G1 2EU.

11. If you submit more than one valid proxy appointment, the appointment received last before the latest time for the receipt of proxies will take precedence.

12. In order to revoke a proxy instruction you will need to inform the Company by sending a signed hard copy notice clearly stating your intention to revoke your proxy appointment to John Morrison, Scottish Renewables, Third Floor, 24 St Vincent Place, Glasgow, G1 2EU. In the case of a member, which is a company, the revocation notice must be executed under its common seal or signed on its behalf by an officer of the company or an attorney for the company. Any power of attorney or any other authority under which the revocation notice is signed (or a duly certified copy of such power or authority) must be included with the revocation notice. In either case, the revocation notice must be received by the Company no later than 5:00pm on 06 September 2026.

13. If you attempt to revoke your proxy appointment but the revocation is received after the time specified then, subject to the paragraph directly below, your proxy appointment will remain valid.

14. Appointment of a proxy does not preclude you from attending the Meeting and voting in person. If you have appointed a proxy and attend the Meeting in person, your proxy appointment will automatically be terminated.

15. Except as provided above, members who have general queries about the Meeting should contact John Morrison, Scottish Renewables, Third Floor, 24 St Vincent Place, Glasgow, G1 2EU (no other methods of communication will be accepted).

Appendix 1
Proposed articles of association

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Company Number SC200074

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

Scottish Renewables Forum Limited

(the "Company")

(adopted by special resolution passed on)

1 Preliminary

1.1 The regulations contained in Schedule 2 of The Companies (Model Articles) Regulations 2008 and any other articles or regulations that apply to companies under any provision of law shall not apply to this Company. The following shall be the Articles of the Company.

2 Interpretation

2.1 In these Articles unless inconsistent with the context:

"**Act**" means the Companies Act 2006 and any statutory amendment thereto;

"**Affiliate Member**" means an organisation, one of the class or classes of member designated as such in accordance with Article 3.1, with whom the Company has a reciprocal arrangement to grant and receive benefits (which may be different from member to member), without payment, but who will have no voting rights in the Company;

"**Articles**" means the articles of association of the Company for the time being in force;

"**Associate Member**" means one of the class or classes of member designated as such by the Company in accordance with Article 3.1;

"**Associate Members' Director**" means the director of the Company appointed in accordance with Article 11.2;

"**Auditors**" means the auditors of the Company from time to time;

"**Board**" means the board of directors;

"**Chair**" means the chair of the board of directors of the Company;

"**Company Communications Provisions**" has the meaning given in section 1143 of the Act;

"**Co-opted Director**" means any director of the Company other than the Full Members' Directors and the Associate Members' Director;

"**Election Date**" has the meaning given to it in Article 11.7.1;

"**Electronic Communication**" has the meaning set out in section 15 of the Electronic Communications Act 2000;

"**Full Member**" means one of the class or classes of member designated as such by the Company in accordance with Article 3.1;

"**Full Members' Director**" means any director of the Company appointed in accordance with Article 11.1;

"**Office**" means the registered office of the Company from time to time;

"**Returning Officer**" means the person appointed under Article 11.8 to fulfil the role(s) specified in Article 11.7;

"**Secretary**" means the company secretary of the Company from time to time;

"**Sponsoring Member**" means an organisation, one of the class or classes of member designated as such in accordance with Article 3.1, which receives some member benefits in exchange for providing sponsorship to the Company but who does not pay a subscription and who receive no voting rights in the Company; and

"**Vice-Chair**" means the vice-chair of the board of directors of the Company.

2.2 Words importing the singular include the plural and vice versa.

2.3 Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meanings in the Articles.

2.4 References in these Articles to:

2.4.1 a person include references to any individual (including that individual's legal personal representatives), firm, company, corporation or other body corporate, government, state or agency of a state or any unincorporated association, joint venture or partnership (whether or not having a separate legal personality);

2.4.2 any Scottish statute or other legislation or legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than

Scotland, be deemed to include a reference to that which most nearly approximates to the Scottish legal term in that jurisdiction; and

2.4.3 a time of day is to the time of day in Scotland.

3 Members

3.1 The number of members shall be unlimited and there may be one or more class of members (including Affiliate Members, Associate Members, Full Members and Sponsoring Members) and categories of members within each class having such rights and subject to such restrictions as the directors may from time to time determine.

3.2 The subscribers to the memorandum of association and such other persons who may with the approval of the directors be admitted for membership in accordance with the Articles shall be members of the Company.

3.3 A person shall cease to be a member of the Company:

3.3.1 if the member, being an individual, shall die;

3.3.2 if the member shall become bankrupt, insolvent or suspend payment or compound with its creditors;

3.3.3 if the member, being an individual, shall become of unsound mind;

3.3.4 if the member shall resign by giving four weeks notice in writing to the Company of its intention to do so; or

3.3.5 if the directors of the Company resolve by majority to remove the name of a member from the register of members of the Company for reason of:

3.3.5.1 bringing the Company into disrepute;

3.3.5.2 not adhering to the regulations of the Company or any terms and conditions of membership including, without limitation, requirements around payment of fees in accordance with Article 4;

3.3.5.3 acting contrary to the objectives of the Company;

3.3.5.4 any other behaviour which the directors of the Company believe, at their discretion, to be unacceptable; or

3.3.5.5 any other matter which the directors of the Company determine, at their discretion, is incompatible with continued membership.

3.4 Membership of the Company shall not be assigned, transferred or transmitted in any way. The rights of a member who is an individual shall cease and determine on the member`s death and the rights of a member who is not an individual shall cease and determine upon the commencement of any proceedings in relation to the appointment of a liquidator, receiver or administrator in respect of such member (or its assets). On a person ceasing to be a member , there will be no reimbursement of any fees, costs or expenses from the Company to such member.

3.5 Every person desiring to become a member of the Company must:

3.5.1 intimate to the Company their desire to become a member of the Company; and

3.5.2 make payment of any fees and provide such information and take such other actions as the directors may from time to time prescribe.

4 Fees and subscriptions

4.1 Membership of the Company is conditional on payment by the member of the appropriate fees determined by the directors in accordance with Article 4.3 hereof.

4.2 Members (other than Affiliate Members, Sponsoring Members and any other classes of members as the directors determine are non-voting members) are liable to pay a fee upon applying for membership of the Company and thereafter annually on a date set by the directors.

4.3 The directors are responsible for setting on an annual basis the tariff of fees payable by members and the membership rights associated with different classes of members. The current tariff of membership fees and breakdown of the classes of membership shall be made available for inspection by the members at the Office.

4.4 If any member fails to pay when due any sum owing to the Company, whether in respect of membership fees or otherwise, the directors may at their discretion exercise their power under Article 3.3.5 to remove that member from the register of members. Any member so removed shall remain liable to the Company for any sum due to the Company in the period prior to their removal.

4.5 Where the provisions of these Articles conflict with the provisions of any terms and conditions of membership issued by the Company from time to time, the provisions of these Articles shall prevail, and the Company and its members shall promptly take such action as is reasonably required by the Company to amend such terms and conditions to the extent required so as to reflect the relevant provisions of these Articles.

5 General meetings

5.1 The Company shall in each calendar year hold a general meeting as its annual general meeting in addition to any other meetings in that calendar year and it will specify the meeting as such in the notice calling it. The annual general meeting shall be held at such time and place (including partly, or wholly, by means of electronic facilities) as the directors shall appoint.

5.2 The business to be transacted at each annual general meeting of the Company shall include:

5.2.1 consideration of reports of the Company's activities and financial position and of the income and expenditure account and balance sheet to be presented to the meeting (if appropriate); and

5.2.2 the announcement of the appointments of the Full Members' Directors and the Associate Members' Director, if applicable following any election, and the ratification of the co-option of any Co-opted Directors co-opted since the date of the last general meeting.

5.3 The directors may, whenever they think fit, convene other general meetings, and general meetings shall also be convened on such requisition, or in default may be convened by such requisition, as provided by Section 303 of the Act.

5.4 Subject to the provisions of Section 307 of the Act, at least fourteen clear days' notice, or (in the case of an annual general meeting or a meeting convened to pass a special resolution) at least twenty one clear days' notice shall be given to such members as are, under the provisions herein contained, entitled to receive notices from the Company and attend general meetings, and also to the directors and the Auditors (if appointed). The length of notice in every case shall be calculated by excluding the day on which the notice is served or deemed to be served and the day of the general meeting or annual general meeting.

5.5 A meeting shall, notwithstanding that it is called by shorter notice than specified in the preceding Article, be deemed to have been duly called if it is so agreed:

5.5.1 in the case of a meeting called as the annual general meeting, by all members having the right to attend and vote thereat; and

5.5.2 in the case of any other meeting, by such proportion of the members as is prescribed in the Act.

5.6 Every notice of meeting shall specify the place, the day and the hour of meeting (and, if applicable, any means of attendance and participation other than at the place of the meeting), and the general nature of the business to be transacted. The notice convening an annual general meeting shall specify the meeting as such, and the notice convening a meeting to pass a special resolution shall specify the intention to propose the resolution as a special resolution,

5.7 The accidental omission to give notice of any meeting to, or the non-receipt of the notice by, any person shall not invalidate any resolution passed at, or proceedings of, any meeting.

5.8 The directors may determine that persons entitled to attend a general meeting, including an annual general meeting, may do so by attendance and participation at one or more satellite places anywhere in the world and / or by means of any electronic facilities (including conference telephone or other communication equipment), which allows those who are in separate locations to hear and speak to each other. The members present in person or by proxy by means of any such electronic facilities shall be counted in the quorum for, and be entitled to participate in, the general meeting in question. The failure or inadequacy of any such electronic facilities shall not in any way affect the validity of the proceedings of the general meeting. The chair of the meeting shall be present at (and the general meeting shall be deemed to take place at) the place of the general meeting specified in the notice. If the general meeting is to occur partly or wholly by means of electronic facilities, the chair of the meeting shall determine the process for counting votes of members who are attending by way of electronic facilities and such process will be confirmed in the notice of the general meeting.

5.9 If it appears to the chair of the meeting that any such electronic facilities have failed or become inadequate for the purpose of enabling those entitled to attend the general meeting to participate in the business of the meeting and to hear and speak to each other, then the chair of the meeting may, without the consent of the meeting, adjourn the general meeting. All business conducted at the general meeting before such adjournment shall be valid.

6 Proceedings at general meetings

6.1 No business shall be transacted at a general meeting unless a quorum is present (including, without limitation, through electronic facilities) when the meeting proceeds to business. Save as herein otherwise provided a quorum shall be not less than whichever is the lesser of: (a) one-quarter of all the persons who are at the commencement of the meeting members of the Company and are entitled to attend and vote at the meeting; or (b) five of such persons, present at the meeting in person or by proxy.

6.2 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the chair of the meeting may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present who are entitled to attend and vote at the meeting shall be a quorum.

6.3 The Chair shall preside at every general meeting as chair if they are present and willing. If they are not present and willing to preside at the time fixed for the opening of the meeting, or within fifteen minutes thereafter, the members present shall choose one of themselves to be chair of the meeting.

6.4 The chair of the meeting may, with the consent of any meeting at which a quorum is present (and shall if (a) so directed by the meeting or (b) it appears to the chair of the meeting that an adjournment is necessary to (i) protect the safety of any person attending the meeting or (ii) to ensure that the business of the meeting is conducted in an orderly manner), adjourn the meeting from time to time (including, without limitation, in accordance with Article 5.9) and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

6.5 At any general meeting a resolution put to the vote shall be decided on a show of hands, unless a poll is duly (before or on the declaration of the result of the show of hands) demanded by at least two members present in person or by proxy, or by the chair of the meeting, or by any member or members present in person or by proxy and representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting and unless a poll is so demanded a declaration by the chair that a resolution has on a show of hands been carried or not carried by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.

6.6 If a poll is duly demanded, it shall be taken in such manner and at such time as the chair of the meeting directs, not being more than thirty days after the poll is demanded, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A poll demanded on the election of a chair of a general meeting shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chair of the meeting directs. The demand for a poll shall not prevent the continuance of a meeting for the transaction of business other than the question on which the poll has been demanded.

6.7 The chair of the meeting shall not be entitled to vote at the meeting simply by virtue of their status as chair, save for the avoidance of doubt that the chair may cast vote(s) in accordance with any authority granted to them pursuant to a proxy notice lodged in accordance with these Articles. In addition, and in the case of an equality of votes, whether on a show of hands or a poll, the chair of the meeting at which the show of hands takes place or the poll is demanded shall not be entitled to a second or casting vote.

6.8 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken is announced at the meeting at which it is demanded. In any other case, at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

6.9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

6.10 In relation to any general meeting (whether in person or by electronic facilities), the Board, the chair of the meeting or the Secretary, can for the purposes of ensuring:

6.10.1 the safety of any person attending the meeting;

6.10.2 the security of the meeting; and / or

6.10.3 the orderly conduct of the business of the meeting,

make any arrangements (before or during the meeting) as they, in their absolute discretion, think appropriate (including the requirement for any person wishing to attend the meeting to provide evidence of their identity and / or the submission of searches or other security arrangements and / or to prevent physical or electronic entry or expel (physically or electronically) any person from the meeting (including any representative)).

6.11 Proper minutes shall be kept of all proceedings of general meetings.

7 Votes of members

7.1 Those members who have paid the appropriate annual subscription and who have been classified by the directors as voting members shall have one vote each, except in relation to the appointment or election of Full Members' Directors and the Associate Members' Director, the voting rights of members in respect of which shall be determined by the provisions of Articles 11.1 and 11.2 respectively.

7.2 On a poll votes may be given personally or by proxy and any instrument of proxy shall be in such form as the directors of the Company may require or in any other common or usual form. A proxy need not be a member of the Company.

7.3 No objection shall be raised to the qualification of any vote except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair of the meeting whose decision shall be final and conclusive.

7.4 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power of attorney shall, not later than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposed to vote, either:

7.4.1 be deposited at the Office, or such other address as may be specified in the notice convening the meeting; or

7.4.2 be sent by Electronic Communication to such address as may be specified in the notice convening the meeting, provided such Electronic Communication is actually received by the Company timeously (and in any event no later than forty-eight hours before the time for holding the meeting or adjourned meeting).

In default of the foregoing, the instrument of proxy shall, unless the Board determine otherwise, not be treated as valid.

7.5 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received at the Office earlier than one hour before the time for holding the meeting.

7.6 Any corporation, body corporate, firm, organisation, institution or foundation which is a member of the Company may by resolution of its directors or other governing body under the hand of one of its officers (or equivalent) authorise such person as it thinks fit to act as its representative at any meeting of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of their appointer which they represent as that appointer could exercise if it were an individual member of the Company and such appointer shall for the purposes of these presents be deemed to be present in person at any such meeting if a person so authorised is present thereat.

8 Number of directors

8.1 Unless otherwise determined by ordinary resolution, the number of directors shall not be greater than seventeen, nor less than six.

8.2 If the number of directors shall at any time be or be reduced in number to less than the minimum numbers prescribed by or in accordance with the Articles it shall be lawful for the board of directors to act for the purpose of:

8.2.1 assuming Co-opted Directors;

8.2.2 summoning a general meeting to consider inter alia the filling of vacancies in the office of directors in accordance with Articles 11.5 and 11.6; or

8.2.3 calling and conducting an election to fill the vacancies in the office of directors in accordance with Article 11.7 but not for any other purpose.

9 Powers of directors

9.1 Subject to the provisions of the Act, the Articles and to any directions given by special resolution of the members, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the 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. The powers given by this Article shall not be limited by any special power given to the directors by the Articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

9.2 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 the agent`s powers.

10 Delegation of directors' powers

The directors may delegate any of their powers to any committee consisting of two or more directors or other persons. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of directors so far as they are capable of applying.

11 Appointment of directors

11.1 The Company by an election held in accordance with Article 11.7 or by ordinary resolution may from time to time appoint as Full Members' Directors to represent the interests of the Full Members up to nine persons who are willing and eligible to act and are themselves a member, officer (or equivalent) or employee of a Full Member who has paid that year`s annual membership fee, provided that only Full Members shall be entitled to vote in such an election or on such a resolution. Such a resolution may be passed by a simple majority of those Full Members who have paid the relevant annual subscription and are present in person or by proxy at the relevant meeting, each such Full Member having one vote.

11.2 The Company by an election held in accordance with Article 11.7 or by ordinary resolution may from time to time appoint as the Associate Members' Director to represent the interests of the Associate Members a person who is willing and eligible to act and is themselves a member, officer (or equivalent) or employee of an Associate Member who has paid that year`s annual membership fee, provided that only Associate Members shall be entitled to vote in such an election or on such a resolution. Such a resolution may be passed by a simple majority of those Associate Members who have paid the relevant annual subscription and are present in person or by proxy at the relevant meeting, each such Associate Member having one vote.

11.3 The Company by ordinary resolution or the directors may from time to time appoint as a Co-opted Director up to an aggregate maximum of seven persons who are willing and eligible to act, provided that:

11.3.1 no such appointment causes the number of directors to exceed any number fixed in accordance with the Articles as the maximum number of directors; and

11.3.2 any director appointed as an additional Co-opted Director shall, subject to Article 14.5 and 14.8, be appointed for such period as may be specified by the directors (as such period may subsequently be reduced by the directors should the reason for the Co-opted Director's appointment no longer apply) but shall thereafter be eligible for re-appointment subject to Articles 11.4 and 11.7.2.4.

11.4 The appointment or re-appointment of any director by the board of directors under Article 11.3 shall (save for an appointment under Article 14.5 or 14.8) be subject to the approval of the members of the Company at the next following general meeting of the Company and accordingly, any such appointment or re-appointment shall automatically terminate on the date of such meeting unless the members resolve to approve the appointment or re-appointment.

11.5 Any vacancy in the office of Full Members' Directors or Associate Members' Director may, at the discretion of the directors of the Company, be filled in accordance with Article 11.6.

11.6 Any vacancy referred to in Article 11.5 may be filled by the Company by ordinary resolution to appoint a person willing and eligible to act or by a bye-election held in accordance with Article 11.7, provided that:

11.6.1 only Full Members qualified to vote in accordance with Article 11.1 shall be entitled to vote on such a resolution or in such a bye-election to appoint Full Members' Directors;

11.6.2 only Associate Members qualified to vote in accordance with Article 11.2 shall be entitled to vote on such a resolution or in such a bye-election to appoint an Associate Members' Director; and

11.6.3 any Full Members' Directors or Associate Members' Director appointed under this Article 11.6 shall (subject to Article 12) hold office for the unexpired portion of the period of office of the director whose vacancy in office they are filling.

11.7 Any election or bye-election referred to in Articles 11.1, 11.2 or 11.6 shall be conducted as follows:

11.7.1 the Returning Officer shall appoint a time and date for the election to be held (the "**Election Date**") and give the members at least forty eight clear days' prior notice thereof (that is, excluding the Election Date and the day on which the notice is served or deemed to be served), such notice (which may be given by post, Electronic Communication, website or such other method as is permitted by these Articles) to include a call for nominations of candidates for election to be submitted by the members;

11.7.2 any two members may nominate a person to be a candidate for election, provided that:

11.7.2.1 they shall complete and submit nomination(s) to the Returning Officer (by such method, and in such form, as the Returning Officer may determine, and specify, when notifying members of the election) or otherwise confirm their approval to nominate candidate(s), in each case, at least twenty one clear days prior to the Election Date (that is, excluding the Election Date and the day on which the notice is served or deemed to be served);

11.7.2.2 the proposed candidate shall indicate to the Returning Officer their willingness to participate in the election;

11.7.2.3 only Full Members who have paid that year`s annual membership may nominate candidate(s) for election to the office of Full Members' Directors and only Associate Members who have paid that year`s annual membership may nominate candidates for election to the office of Associate Members' Director; and

11.7.2.4 a person will not be eligible for election if the person has (a) served nine or more years consecutively as a director of the Company (whether as a Full Members` Director or as an Associate Members` Director or as a Co-opted Director or any combination of them) and (b) a period of at least one year (or, at the discretion of the existing directors, a period slightly less than this due to the timing of the Election Date) has not elapsed since the person was a director of the Company.

11.7.3 in the event that the number of properly nominated candidates eligible for election to a particular office is equal to or less than the number of vacancies in that office, all such candidates shall be declared duly elected on the Election Date without the need for a vote of the members;

11.7.4 at least fourteen clear days prior to the Election Date (that is, excluding the Election Date and the date on which the papers are served or deemed to be served) the Returning Officer shall circulate (by post, Electronic Communication, website or such other method as is permitted by these Articles) to those members eligible to vote in the election ballot, papers showing the names of the candidates together with such reasonable supporting personal statements not exceeding five hundred words as may be submitted by the candidates along with their nomination form;

11.7.5 each member eligible to vote on the Election Date shall have one vote for each vacancy in respect of which the member is eligible to vote and, once cast, a vote by a member shall be irrevocable;

11.7.6 members shall on or before 3pm on the Election Date communicate to the Returning Officer (by such means, and in such form, as the Returning Officer may determine, and specify, when circulating ballot papers) their vote(s) in respect of the candidates, provided that no member may cast more than one vote for any particular candidate;

11.7.7 on the Election Date, the candidate with the greatest number of votes shall be elected, followed by the candidate with the next greatest number of votes and so on until all the offices in respect of which the election is being held are filled;

11.7.8 in the event of a tie in the number of votes between any two or more candidates, the candidate to be elected shall be selected by lot from among those tied;

11.7.9 in the event of there being any ambiguity or doubt as to which of the candidates a member has voted for, the matter shall be referred to the Secretary whose ruling shall be final; and

11.7.10 no more than five days after the Election Date, the Returning Officer shall notify the members (by post, Electronic Communication, website or such other method as is permitted by these Articles) of the results of the election and the names of the successful candidates.

11.8 The Returning Officer for each election or bye-election (as the case may be) shall be a person appointed by the directors for that purpose, and may be the Secretary or a member of staff of the Company. If also a member of the Company, the Returning Officer shall not be eligible to be a candidate nor to nominate another person to be a candidate in any election in which they are acting as Returning Officer.

11.9 The Returning Officer may from time to time, and in their sole discretion, appoint any person to assist with and / or facilitate an election or bye-election (as the case may be) in accordance with these Articles. Any person so appointed may be responsible for counting the number of votes cast and notifying the Returning Officer of the results of the election. In the event of there being any ambiguity or doubt in relation to the number of votes cast and / or the results, the matter shall be referred to the Secretary whose ruling shall be final.

11.10 If:

11.10.1 during an election being held in accordance with Article 11.7 a candidate for the office of director withdraws from the election process, the votes of any members cast for such candidate shall, notwithstanding anything to the contrary in the above, be discounted for the purposes of such election;

11.10.2 following an election held in accordance with Article 11.7 a successful candidate for the office of director is shown within thirty days of the Election Date to the satisfaction of the directors to be disqualified for that office, or has by thirty days after the Election Date failed to signify in accordance with the Act their willingness to act as a director, their election shall be treated as null and void. In such circumstances, the votes of the members shall be recounted in accordance with Articles 11.7.7 to 11.7.9, but discounting any votes cast for the foregoing candidate.

11.11 The Company and the directors (including any nomination committee of the Board) will, when exercising their powers of appointment and removal of any Co-opted Director(s), give due consideration to the range of renewable technologies represented on, as well as the diversity of, the Board.

12 Disqualification, retirement and removal of directors

12.1 The office of a director shall be vacated if:

12.1.1 the director ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director;

12.1.2 the director becomes bankrupt or makes any arrangement or composition with their creditors generally;

12.1.3 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that director has become physically or mentally incapable of acting as a director and may remain so for more than three months;

12.1.4 the director resigns their office by notice to the Company; or

12.1.5 in the opinion of any other director (in their absolute discretion), the director does not adequately discharge their duties to the Company and the remaining directors resolve by majority that their office be vacated.

12.2 The term of office of a director shall (subject to Articles 12.1, 12.3, 14.5 and 14.8) end:

12.2.1 if the director was appointed or elected as a Full Members' Director or as an Associate Members' Director under Articles 11.1 or 11.2:

12.2.1.1 after a period of approximately three years, the exact timing of the end of the term to be determined by the remaining directors including, if an election is to be held in accordance with Article 11.7 in the third calendar year after the date of the director's appointment, to coincide with the conclusion of such election in the third calendar year after the date of the director's appointment;

12.2.1.2 if the member of the Company of which the director is a member, officer (or equivalent) or employee ceases to be a member of the Company and the director does not join (as a member, officer (or equivalent) or employee) another member, or become a member themself, of the Company in the same class (Full or Associate as applicable) within four weeks of such cessation; or

12.2.1.3 if the director ceases to be a member, officer (or equivalent) or employee of a member of the Company and does not join (as a member, officer (or equivalent) or employee) another member, or become a member themself, of the Company in the same class (Full or Associate as applicable) within four weeks of such cessation.

12.2.2 if the director was appointed or elected as a Co-opted Director under Article 11.3, on the date specified by the other directors in terms of Article 11.3.2;

12.2.3 if the director was appointed or elected under Articles 11.5 and 11.6 to fill a vacancy, on the date specified by Article 11.6.3;

provided that any director whose term of office ends in accordance with this Article 12.2 shall be eligible for immediate re-election or re-appointment save where the director has held such office (whether as a Full Members` Director, Associate Members` Director or Co-opted Director or any combination of them) for at least nine consecutive years.

12.3 In addition to and without prejudice to the provisions of section 168 of the Act, the Company may by ordinary resolution remove any director and may by ordinary resolution appoint another director in their stead, but any person so appointed shall retain their office so long only as the director in whose place they are appointed would have held the same if they had not been removed.

13 Remuneration of directors

13.1 The directors shall be entitled to such remuneration as the Company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

13.2 The directors may be paid all expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or otherwise in connection with the discharge of their duties.

14 Proceedings of directors

14.1 Subject to the provisions of the Articles, the directors may regulate their proceedings as they think fit. A director may, and the Secretary at the request of a director shall, call a meeting of the directors. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair of the meeting shall not have a second or casting vote.

14.2 At least seven clear days' notice (that is, excluding the day of the meeting and the day on which notice is served or deemed to be served), shall be given to the directors of a meeting of the board of directors of the Company. The notice (which may be given by Electronic Communication) shall specify the place, the day and the hour of the meeting, and shall contain an agenda of the business to be discussed at the meeting.

14.3 If any director is unable to attend a meeting of the board of directors they should advise the Chair, or, whom failing, any of the directors who are to attend. The director who is unable to attend may also communicate their views on any of the issues on the agenda for the meeting to the Chair or, whom failing, any other director who is to attend the meeting. The Chair or other director (as the case may be) shall bring the views of the absentee director to the attention of the meeting together with an apology for the absence of the absentee director.

14.4 The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be six directors present in person or via telephone or video-conference or through any other electronic facilities.

14.5 The directors will elect one of the Full Members' Directors or the Associate Members' Director to be the Chair in accordance with the following provisions:

14.5.1 the Chair will, subject to Article 14.5.4, be elected for a period of three years;

14.5.2 in the event that the Chair's period as a director would otherwise have ended in terms of Articles 11.6.3 or 12.2.1.1 prior to the expiry of said three year period, then:

14.5.2.1 on such end date the Chair will automatically be appointed as a Co-opted Director until the expiry of the said three year period as Chair, notwithstanding that at the point of such appointment as a Co-opted Director the director may have held office as a director, whether as a Full Members` Director, Associate Members` Director or Co-opted Director or any combination of them, for more than nine consecutive years;

14.5.2.2 at the end of the three year period of election as Chair, then if the director occupying the role as Chair has by that time held office as a director, whether as a Full Members` Director, Associate Members` Director or Co-opted Director or any combination of them, for at least nine consecutive years then their period as Chair and as a director will both end. If that is not the case, the director occupying the role as Chair may:

(a) decide to stand down as Chair in which event they will cease to be a Co-opted Director from that date and the directors shall elect a new Chair; or

(b) seek re-election as Chair for a further three year period and in the event that they are re-elected by the directors the Chair shall remain a Co-opted Director for a further three year period, at the end of which they will cease to be a director (it being declared for the avoidance of doubt that the maximum consecutive period during which a director may hold the role of Chair will be six years); or

(c) seek re-election as Chair for a further three year period but be unsuccessful in which event they shall cease to be a Co-opted Director on the date a new Chair is elected;

14.5.3 unless they are unwilling to do so, the Chair so appointed shall preside at every meeting of directors at which they are present. If there is no director holding the office of Chair, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Vice-Chair shall preside, failing which the directors present may appoint one of their number to be chair of the meeting;

14.5.4 notwithstanding the foregoing provisions of this Article 14.5:

14.5.4.1 the directors may at any time remove the Chair from office if any of the circumstances specified in Article 12.1 apply and the Chair will cease to hold that position if any of the circumstances specified in Articles 12.2.1.2 or 12.2.1.3 apply during the Chair's period of tenure; and

14.5.4.2 the Chair may resign as Chair at any time during their three year period as Chair and, with effect from the date their resignation takes effect, their period as Chair will end and references in this Article 14.5 to a three year period as Chair shall, instead, be to such shorter period to the date their resignation takes effect. Such director will not then be eligible to seek immediate re-election as Chair and, if then appointed as a Co-Opted Director under Article 14.5.2, they will also cease to be a director on the effective date of such resignation.

14.6 All acts bona fide done by the board of directors of the Company, a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any such director or person acting as aforesaid, or that any of them were disqualified from holding office or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified and had continued to be a director and had been entitled to vote.

14.7 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors, or a committee of directors (as the case may be), duly convened and held and may consist of several documents in the like form each signed by one or more directors (including, for the avoidance of doubt, where any director signs electronically).

14.8 The directors will elect one of the Full Members' Directors or the Associate Members' Director to be the Vice-Chair in accordance with the following provisions:

14.8.1 the Vice-Chair will, subject to Article 14.8.5, be elected for a period of three years subject to the Vice-Chair remaining on the board during that three year period and, if they cease to remain on the board during such three year period, the post of Vice-Chair shall be vacated on the date they so cease to be on the board;

14.8.2 at the end of the three year period of election as Vice-Chair or at any point where the position of Vice-Chair is vacant, the directors may appoint a new Vice-Chair although the director vacating the role shall be eligible for re-election (but not where, at the time of the re-election, the director has held office as a director, whether as a Full Members` Director, Associate Members` Director or Co-opted Director or any combination of them, for at least nine consecutive years) save that the maximum consecutive period during which a director may hold the role of Vice-Chair will be six years;

14.8.3 the Vice-Chair shall substitute for the Chair in chairing meetings and representing the Company where the Chair is unable to attend and, in the event that the Chair's period of tenure comes to an end for any reason during a three year period of the Chair's election, the Vice-Chair will, subject to being willing to accept the position, automatically become Chair for the remainder of said three year period (subject to the Vice-Chair remaining on the board during such period) and the directors will elect a new Vice-Chair;

14.8.4 at the end of the said remainder of the three year period referred to in Article 14.8.3, then if the ex-Vice-Chair, now occupying the role as Chair, has by that time held office as a director, whether as a Full Members` Director, Associate Members` Director or Co-opted Director or any combination of them, for at least nine consecutive years then their period as Chair and as a director will both end. If that is not the case, such director may:

14.8.4.1 decide to stand down as Chair in which event the directors shall elect a new Chair but the director will remain on the Board for the remainder of their elected term as a director; or

14.8.4.2 seek re-election as Chair for a further three year period and in the event that they are re-elected by the directors the Chair shall remain an elected director for the remainder of their elected term as a director and then automatically be appointed as a Co-opted Director for the remainder of said three year period at the end of which period they may seek re-election as Chair for a further period not exceeding three years (but so that the maximum consecutive period during which a director may hold the role of Chair will be six years) and if re-elected will serve as Chair and as a Co-opted Director for such period; or

14.8.4.3 seek re-election as Chair for a further three year period but be unsuccessful in which event a new Chair will be elected but the director will remain on the Board for the remainder of their elected term as a director;

14.8.5 notwithstanding the foregoing provisions of this Article 14.8, (i) the directors may at any time remove the Vice-Chair from office if any of the circumstances specified in Article 12.1 apply and the Vice-Chair will cease to hold that position if any of the circumstances specified in Articles 12.2.1.2 or 12.2.1.3 apply during the Vice-Chair's period of tenure (ii) the provisions of Article 14.5.4 will apply to any period when the Vice-Chair has become Chair under this Article 14.8; and (iii) the Vice-Chair may resign as Vice-Chair at any time during their period as Vice-Chair and, with effect from the date their resignation takes effect, their period as Vice-Chair will end and references in this Article 14.8 to their three year period as Vice-Chair shall, instead, be to such shorter period to the date their resignation takes effect and, for the avoidance of doubt, such director will not then be eligible to seek immediate re-election as Vice-Chair.

15 Directors' interests

15.1 In the event that a director is in any way, directly or indirectly, interested in a transaction or arrangement to be entered into by the Company then the director shall, as soon as reasonably practicable after becoming aware of the proposed transaction or arrangement, and in any event before the matter is discussed at any meeting of the directors or meeting of a committee of the directors at which the director is to be present, declare the nature and extent of the interest to the Secretary (if the declaration is before a meeting) or the other directors attending (if at a meeting). Unless the Secretary (in relation to a matter disclosed prior to the meeting) or the directors attending the meeting are of the view that there is no conflict of interest, then the director who has declared the interest shall take no part in the discussion of the proposed transaction or arrangement, shall not be permitted to vote on it and shall not be taken into account in calculating the quorum present for discussion.

16 Borrowing powers

Without prejudice to their general powers, the directors may exercise all the powers of the Company to borrow money up to a limit of £30,000, and to mortgage and charge its undertaking and property or any part thereof and to issue debentures and other securities whether outright or as collateral security for any debt, liability or other obligation of the Company or of any third party, subject to the foregoing limitation. The directors shall not exceed this limitation without the previous sanction of the members of the Company in general meeting.

17 Secretary

Subject to the provisions of the Act, the Secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them and for the avoidance of doubt the office of Secretary may be held by a director.

18 Accounts

18.1 The directors shall cause to be kept such books of account as are necessary to exhibit and explain the transactions and financial position of the Company and to give a true and fair view of the state of its affairs and in particular (but without limiting the generality of the foregoing provision) proper books of account with respect to:

18.1.1 all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place;

18.1.2 all sales and purchases of goods by the Company; and

18.1.3 the assets and liabilities of the Company.

18.2 The books of account shall be kept at the Office or, at such other place or places as the directors think fit, and shall always be open to the inspection of the members of the Company.

19 Company communications and notices

19.1 Any notice, communication, document or information may be sent or supplied by the Company and/or the Returning Officer to any member or any other person pursuant to these Articles or the Act (including, without limitation, any director) in any one or more of the following ways:

19.1.1 personally;

19.1.2 by sending it through the post in a prepaid letter, addressed to such person at, in respect of any member, their registered address as appearing in the register of members and, in respect of any other person, the address supplied by that person to the Company;

19.1.3 by sending it by Electronic Communication to the electronic address last specified by the member or any other person to the Company for that purpose; and / or

19.1.4 by making it available on a website.

19.2 The Company Communications Provisions have effect, subject to the provisions of this Article 19, in respect of all notices, communications, documents or information to be sent or supplied by the Company and/or the Returning Officer to the members or any other persons for the purpose of any provision of the Act, these Articles or otherwise.

19.3 Any person described in the register of members by an address not within the United Kingdom, who shall from time to time give to the Company an address within the United Kingdom at which notices may be served upon them, shall be entitled to have notices served upon them at such address, but save as aforesaid, only members described in the register or list aforesaid by an address within the United Kingdom shall be entitled to receive any notice from the Company.

19.4 Any notice served by post shall be deemed to have been served at 9am on the day following that on which the letter containing the same was put into the post office, and in proving such service it shall be sufficient to show that the letter containing the same was properly addressed and put into the post as a prepaid letter.

19.5 Any notice served by Electronic Communication shall (if sent at or before 3pm) be deemed to have been served at the time and on the day it is sent and (if sent after 3pm) at 9am on the following day. Proof that a notice contained in an Electronic Communication was sent in accordance with the guidelines issued by The Chartered Governance Institute UK & Ireland shall be conclusive evidence that the notice was given.

19.6 Any notice which is sent or supplied by the Company and/or the Returning Officer by means of a website shall be deemed to have been served at the time and day it was first made available on the website (if first made available at or before 3pm) and (if first made available on the website after 3pm) at 9am on the following day.

19.7 The provisions of this Article 19 have effect in place of the Company Communications Provisions relating to deemed delivery of notices, communications, documents or information.

20 Documents sent to the Company

20.1 Subject to the requirements of the Companies Acts, only such documents, communications, information and notices as are specified by the Company from time to time may be sent to the Company by an Electronic Communication to the address specified by the Company for that purpose and such documents, communications, information or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

20.2 If the document, communication, information or notice in electronic form is sent to the Company by hand or post, it must be sent to the Company's registered office.

21 Indemnity

21.1 Subject to the provision of Section 532 of the Act, any officers of the Company or directors shall be:

21.1.1 chargeable only for so much money or property as they shall actually receive for the Company; and

21.1.2 answerable only for their own acts or defaults and not for those of any other person or body, nor for any loss or damage of any kind which may happen in the execution of their duties.

21.2 Subject to the provisions of the Act, the directors may purchase and maintain insurance at the expense of the Company for the benefit of the directors or other officers or the Auditors against liability which attaches to them or loss or expenditure which they incur in relation to anything done or omitted or alleged to have been done or omitted as directors, officers or auditors.

22 Not for distribution

22.1 The income and property of the Company shall be applied solely in promoting the object of the Company. No dividends or bonus may be paid or capital otherwise returned to the members, provided that nothing in the Articles shall prevent any payment in good faith by the Company of:

22.1.1 reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;

22.1.2 any interest on money lent by any member or any director at a reasonable and proper rate;

22.1.3 reasonable and proper rent for premises demised or let by any member or director; or

22.1.4 reasonable out-of-pocket expenses properly incurred by any director.

23 Winding up

23.1 On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid to the members shall not be paid or distributed to such members but shall be transferred to another body (charitable or otherwise):

23.1.1 with objects similar to those of the Company; and

23.1.2 which shall prohibit the distribution of its or their income to its or their members,

such body to be determined by the members at the time of winding-up or dissolution.

24 Guarantee

Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while they are a member, or within one year after they cease to be a member, for the payment of debts and liabilities of the Company contracted before they cease to be a member, and of the costs, charges and expense of winding up and for the adjustment of the rates of contributories among themselves, such amounts as may be required not exceeding £1.00.

Appendix 2
Comparison of articles of association

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Company Number SC200074

The Companies Act 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association

of

Scottish Renewables Forum Limited

(the "Company")

(adopted by special resolution passed on ~~9 September 2025~~)

1 Preliminary

1.1 The regulations contained in Schedule 2 of The Companies (Model Articles) Regulations 2008 and any other articles or regulations that apply to companies under any provision of law shall not apply to this Company. The following shall be the Articles of the Company.

2 Interpretation

2.1 In these Articles unless inconsistent with the context:

"**Act**" means the Companies Act 2006 and any statutory amendment thereto;

"**Affiliate Member**" means an organisation, one of the class or classes of member designated as such in accordance with ~~article~~Article 3.1, with whom the Company has a reciprocal arrangement to grant and receive benefits (which may be different from member to member), without payment, but who will have no voting rights in the Company;

"**Articles**" means the articles of association of the Company for the time being in force;

"**Associate Member**" means one of the class or classes of member designated as such by the Company in accordance with ~~article~~Article 3.1;

"**Associate Members' Director**" means the director of the Company appointed in accordance with ~~article~~Article 11.2;

"**Auditors**" means the auditors of the Company from time to time;

"**Board**" means the board of directors;

"**Chair**" means the chair of the board of directors of the Company;

"**Company Communications Provisions**" has the meaning given in section 1143 of the Act;

"**Co-opted Director**" means any director of the Company other than the Full Members' Directors and the Associate Members' Director;

"**Election Date**" has the meaning given to it in Article 11.7.1;

"**Electronic Communication**" has the meaning set out in section 15 of the Electronic Communications Act 2000;

"**Full Member**" means one of the class or classes of member designated as such by the Company in accordance with ~~article~~Article 3.1;

"**Full Members' Director**" means any director of the Company appointed in accordance with ~~article~~Article 11.1;

"**Office**" means the registered office of the Company from time to time;

"**Returning Officer**" means the person appointed under ~~article~~Article 11.8 to fulfil the role(s) specified in ~~article~~Article 11.7;

"**Secretary**" means the company secretary of the Company from time to time;

"**Sponsoring Member**" means an organisation, one of the class or classes of member designated as such in accordance with ~~article~~Article 3.1, which receives some member benefits in exchange for providing sponsorship to the Company but who does not pay a subscription and who receive no voting rights in the Company; and

"**Vice-Chair**" means the vice-chair of the board of directors of the Company.

2.2 Words importing the singular include the plural and vice versa.

2.3 Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meanings in the Articles.

2.4 References in these Articles to:

2.4.1 a person include references to any individual (including that individual's legal personal representatives), firm, company, corporation or other body corporate, government, state or agency of a state or any unincorporated association, joint venture or partnership (whether or not having a separate legal personality);

2.4.2 any Scottish statute or other legislation or legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Scotland, be deemed to include a reference to that which most nearly approximates to the Scottish legal term in that jurisdiction; and

2.4.3 a time of day is to the time of day in Scotland.

3 Members

3.1 The number of members shall be unlimited and there may be one or more class of members (including Affiliate Members, Associate Members, Full Members and Sponsoring Members) and categories of members within each class having such rights and subject to such restrictions as the directors may from time to time determine.

3.2 The subscribers to the memorandum of association and such other persons who may with the approval of the directors be admitted for membership in accordance with the Articles shall be members of the Company.

3.3 A person shall cease to be a member of the Company:

3.3.1 if the member, being an individual, shall die;

3.3.2 if the member shall become bankrupt, insolvent or suspend payment or compound with its creditors;

3.3.3 if the member, being an individual, shall become of unsound mind;

3.3.4 if the member shall resign by giving four weeks notice in writing to the Company of its intention to do so; or

3.3.5 if the directors of the Company resolve by majority to remove the name of a member from the register of members of the Company for reason of:

3.3.5.1 bringing the Company into disrepute;

3.3.5.2 not adhering to the regulations of the Company or ~~the~~any terms and conditions of membership including, without limitation, requirements around payment of fees in accordance with ~~article~~Article 4;

3.3.5.3 acting contrary to the objectives of the Company; ~~or~~

3.3.5.4 any other behaviour which the directors of the Company believe, at their discretion, to be unacceptable~~.~~; or

3.3.5.5 any other matter which the directors of the Company determine, at their discretion, is incompatible with continued membership.

3.4 Membership of the Company shall not be assigned, transferred or transmitted in any way. The rights of a member who is an individual shall cease and determine on the member`s death and the rights of a member who is not an individual shall cease and determine upon the commencement of any proceedings in relation to the appointment of a liquidator, receiver or administrator in respect of such member (or its assets)~~ and, in each case~~. On a person ceasing to be a member , there will be no reimbursement of any fees, costs or expenses from the Company to such member~~ from such date onwards~~.

3.5 Every person desiring to become a member of the Company must:

3.5.1 intimate to the Company their desire to become a member of the Company; and

3.5.2 make payment of any fees and provide such information and take such other actions as the directors may from time to time prescribe.

4 Fees and subscriptions

4.1 Membership of the Company is conditional on payment by the member of the appropriate fees determined by the directors in accordance with ~~article~~Article 4.3 hereof.

4.2 Members (other than Affiliate Members, Sponsoring Members and any other classes of members as the directors determine are non-voting members) are liable to pay a fee upon applying for membership of the Company and thereafter annually on a date set by the directors.

4.3 The directors are responsible for setting on an annual basis the tariff of fees payable by members and the membership rights associated with different classes of members. The current tariff of membership fees and breakdown of the classes of membership shall be made available for inspection by the members at the Office.

4.4 If any member fails to pay when due any sum owing to the Company, whether in respect of membership fees or otherwise, the directors may at their discretion exercise their power under ~~article~~Article 3.3.5 to remove that member from the register of members. Any member so removed shall remain liable to the Company for any sum due to the Company in the period prior to their removal.

4.5 Where the provisions of these Articles conflict with the provisions of any terms and conditions of membership issued by the Company from time to time, the provisions of these Articles shall prevail, and the Company and its members shall promptly take such action as is reasonably required by the Company to amend such terms and conditions to the extent required so as to reflect the relevant provisions of these Articles.

5 General meetings

5.1 The Company shall in each calendar year hold a general meeting as its annual general meeting in addition to any other meetings in that calendar year and it will specify the meeting as such in the notice calling it. The annual general meeting shall be held at such time and place (including partly, or wholly, by means of electronic facilities) as the directors shall appoint.

5.2 The business to be transacted at each annual general meeting of the Company shall include:

5.2.1 consideration of reports of the Company's activities and financial position and of the income and expenditure account and balance sheet to be presented to the meeting (if appropriate); and

5.2.2 the announcement of the appointments of the Full Members' Directors and the Associate Members' Director, if applicable following any election, and the ratification of the co-option of any Co-opted Directors co-opted since the date of the last general meeting.

5.3 The directors may, whenever they think fit, convene other general meetings, and general meetings shall also be convened on such requisition, or in default may be convened by such requisition, as provided by Section 303 of the Act.

5.4 Subject to the provisions of Section 307 of the Act, at least fourteen clear days' notice, or (in the case of an annual general meeting or a meeting convened to pass a special resolution) at least twenty one clear days' notice shall be given to such members as are, under the provisions herein contained, entitled to receive notices from the Company and attend general meetings, and also to the directors and the Auditors (if appointed). The length of notice in every case shall be calculated by excluding the day on which the notice is served or deemed to be served and the day of the general meeting or annual general meeting.

5.5 A meeting shall, notwithstanding that it is called by shorter notice than specified in the preceding ~~article~~Article, be deemed to have been duly called if it is so agreed:

5.5.1 in the case of a meeting called as the annual general meeting, by all members having the right to attend and vote thereat; and

5.5.2 in the case of any other meeting, by such proportion of the members as is prescribed in the Act.

5.6 Every notice of meeting shall specify the place, the day and the hour of meeting (and, if applicable, any means of attendance and participation other than at the place of the meeting), and the general nature of the business to be transacted. The notice convening an annual general meeting shall specify the meeting as such, and the notice convening a meeting to pass a special resolution shall specify the intention to propose the resolution as a special resolution,

5.7 The accidental omission to give notice of any meeting to, or the non-receipt of the notice by, any person shall not invalidate any resolution passed at, or proceedings of, any meeting.

5.8 The directors may determine that persons entitled to attend a general meeting, including an annual general meeting, may do so by attendance and participation at one or more satellite places anywhere in the world and / or by means of any electronic facilities (including conference telephone or other communication equipment), which allows those who are in separate locations to hear and speak to each other. The members present in person or by proxy by means of any such electronic facilities shall be counted in the quorum for, and be entitled to participate in, the general meeting in question. The failure or inadequacy of any such electronic facilities shall not in any way affect the validity of the proceedings of the general meeting. The chair of the meeting shall be present at (and the general meeting shall be deemed to take place at) the place of the general meeting specified in the notice. If the general meeting is to occur partly or wholly by means of electronic facilities, the chair of the meeting shall determine the process for counting votes of members who are attending by way of electronic facilities and such process will be confirmed in the notice of the general meeting.

5.9 If it appears to the chair of the meeting that any such electronic facilities have failed or become inadequate for the purpose of enabling those entitled to attend the general meeting to participate in the business of the meeting and to hear and speak to each other, then the chair of the meeting may, without the consent of the meeting, adjourn the general meeting. All business conducted at the general meeting before such adjournment shall be valid.

6 Proceedings at general meetings

6.1 No business shall be transacted at a general meeting unless a quorum is present (including, without limitation, through electronic facilities) when the meeting proceeds to business. Save as herein otherwise provided a quorum shall be not less than whichever is the lesser of: (a) one-quarter of all the persons who are at the commencement of the meeting members of the Company and are entitled to attend and vote at the meeting; or (b) five of such persons, present at the meeting in person or by proxy.

6.2 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the chair of the meeting may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present who are entitled to attend and vote at the meeting shall be a quorum.

6.3 The Chair shall preside at every general meeting as chair if they are present and willing. If they are not present and willing to preside at the time fixed for the opening of the meeting, or within fifteen minutes thereafter, the members present shall choose one of themselves to be chair of the meeting.

6.4 The chair of the meeting may, with the consent of any meeting at which a quorum is present (and shall if (a) so directed by the meeting or (b) it appears to the chair of the meeting that an adjournment is necessary to (i) protect the safety of any person attending the meeting or (ii) to ensure that the business of the meeting is conducted in an orderly manner), adjourn the meeting from time to time (including, without limitation, in accordance with ~~article~~Article 5.9) and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

6.5 At any general meeting a resolution put to the vote shall be decided on a show of hands, unless a poll is duly (before or on the declaration of the result of the show of hands) demanded by at least two members present in person or by proxy, or by the chair of the meeting, or by any member or members present in person or by proxy and representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting and unless a poll is so demanded a declaration by the chair that a resolution has on a show of hands been carried or not carried by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.

6.6 If a poll is duly demanded, it shall be taken in such manner and at such time as the chair of the meeting directs, not being more than thirty days after the poll is demanded, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A poll demanded on the election of a chair of a general meeting shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chair of the meeting directs. The demand for a poll shall not prevent the continuance of a meeting for the transaction of business other than the question on which the poll has been demanded.

6.7 The chair of the meeting shall not be entitled to vote at the meeting simply by virtue of their status as chair, save for the avoidance of doubt that the chair may cast vote(s) in accordance with any authority granted to them pursuant to a proxy notice lodged in accordance with these ~~articles~~Articles. In addition, and in the case of an equality of votes, whether on a show of hands or a poll, the chair of the meeting at which the show of hands takes place or the poll is demanded shall not be entitled to a second or casting vote.

6.8 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken is announced at the meeting at which it is demanded. In any other case, at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

6.9 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

6.10 In relation to any general meeting (whether in person or by electronic facilities), the Board, the chair of the meeting or the Secretary, can for the purposes of ensuring:

6.10.1 the safety of any person attending the meeting;

6.10.2 the security of the meeting; and / or

6.10.3 the orderly conduct of the business of the meeting,

make any arrangements (before or during the meeting) as they, in their absolute discretion, think appropriate (including the requirement for any person wishing to attend the meeting to provide evidence of their identity and / or the submission of searches or other security arrangements and / or to prevent physical or electronic entry or expel (physically or electronically) any person from the meeting (including any representative)).

6.11 Proper minutes shall be kept of all proceedings of general meetings.

7 Votes of members

7.1 Those members who have paid the appropriate annual subscription and who have been classified by the directors as voting members shall have one vote each, except in relation to the appointment or election of Full Members' Directors and the Associate Members' Director, the voting rights of members in respect of which shall be determined by the provisions of ~~articles~~Articles 11.1 and 11.2 respectively.

7.2 On a poll votes may be given personally or by proxy and any instrument of proxy shall be in such form as the directors of the Company may require or in any other common or usual form. A proxy need not be a member of the Company.

7.3 No objection shall be raised to the qualification of any vote except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair of the meeting whose decision shall be final and conclusive.

7.4 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power of attorney shall, not later than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposed to vote, either:

7.4.1 be deposited at the Office, or such other address as may be specified in the notice convening the meeting; or

7.4.2 be sent by Electronic Communication to such address as may be specified in the notice convening the meeting, provided such Electronic Communication is actually received by the Company timeously (and in any event no later than forty-eight hours before the time for holding the meeting or adjourned meeting).

In default of the foregoing, the instrument of proxy shall, unless the Board determine otherwise, not be treated as valid.

7.5 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received at the Office earlier than one hour before the time for holding the meeting.

7.6 Any corporation, body corporate, firm, organisation, institution or foundation which is a member of the Company may by resolution of its directors or other governing body under the hand of one of its officers (or equivalent) authorise such person as it thinks fit to act as its representative at any meeting of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of their appointer which they represent as that appointer could exercise if it were an individual member of the Company and such appointer shall for the purposes of these presents be deemed to be present in person at any such meeting if a person so authorised is present thereat.

8 Number of directors

8.1 Unless otherwise determined by ordinary resolution, the number of directors shall not be greater than seventeen, nor less than six.

8.2 If the number of directors shall at any time be or be reduced in number to less than the minimum numbers prescribed by or in accordance with the Articles it shall be lawful for the board of directors to act for the purpose of:

8.2.1 assuming Co-opted Directors;

8.2.2 summoning a general meeting to consider inter alia the filling of vacancies in the office of directors in accordance with ~~articles~~Articles 11.5 and 11.6; or

8.2.3 calling and conducting an election to fill the vacancies in the office of directors in accordance with ~~article~~Article 11.7 but not for any other purpose.

9 Powers of directors

9.1 Subject to the provisions of the Act, the Articles and to any directions given by special resolution of the members, the business of the Company shall be managed by the directors who may exercise all the powers of the Company. No alteration of the 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. The powers given by this ~~article~~Article shall not be limited by any special power given to the directors by the Articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

9.2 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 the agent`s powers.

10 Delegation of directors' powers

The directors may delegate any of their powers to any committee consisting of two or more directors or other persons. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of directors so far as they are capable of applying.

11 Appointment of directors

11.1 The Company by an election held in accordance with ~~article~~Article 11.7 or by ordinary resolution may from time to time appoint as Full Members' Directors to represent the interests of the Full Members up to nine persons who are willing and eligible to act and are themselves a member, officer (or equivalent) or employee of a Full Member who has paid that year`s annual membership fee, provided that only Full Members shall be entitled to vote in such an election or on such a resolution. Such a resolution may be passed by a simple majority of those Full Members who have paid the relevant annual subscription and are present in person or by proxy at the relevant meeting, each such Full Member having one vote.

11.2 The Company by an election held in accordance with ~~article~~Article 11.7 or by ordinary resolution may from time to time appoint as the Associate Members' Director to represent the interests of the Associate Members a person who is willing and eligible to act and is themselves a member, officer (or equivalent) or employee of an Associate Member who has paid that year`s annual membership fee, provided that only Associate Members shall be entitled to vote in such an election or on such a resolution. Such a resolution may be passed by a simple majority of those Associate Members who have paid the relevant annual subscription and are present in person or by proxy at the relevant meeting, each such Associate Member having one vote.

11.3 The Company by ordinary resolution or the directors may from time to time appoint as a Co-opted Director up to an aggregate maximum of seven persons who are willing and eligible to act, provided that:

11.3.1 no such appointment causes the number of directors to exceed any number fixed in accordance with the Articles as the maximum number of directors; and

11.3.2 any director appointed as an additional Co-opted Director shall, subject to ~~article~~Article 14.5 and 14.8, be appointed for such period as may be specified by the directors (as such period may subsequently be reduced by the directors should the reason for the Co-opted Director's appointment no longer apply) but shall thereafter be eligible for re-appointment subject to ~~articles~~Articles 11.4 and 11.7.2.4.

11.4 The appointment or re-appointment of any director by the board of directors under ~~article~~Article 11.3 shall (save for an appointment under ~~article~~Article 14.5 or 14.8) be subject to the approval of the members of the Company at the next following general meeting of the Company and accordingly, any such appointment or re-appointment shall automatically terminate on the date of such meeting unless the members resolve to approve the appointment or re-appointment.

11.5 Any vacancy in the office of Full Members' Directors or Associate Members' Director may, at the discretion of the directors of the Company, be filled in accordance with ~~article~~Article 11.6.

11.6 Any vacancy referred to in ~~article~~Article 11.5 may be filled by the Company by ordinary resolution to appoint a person willing and eligible to act or by a bye-election held in accordance with ~~article~~Article 11.7, provided that:

11.6.1 only Full Members qualified to vote in accordance with ~~article~~Article 11.1 shall be entitled to vote on such a resolution or in such a bye-election to appoint Full Members' Directors;

11.6.2 only Associate Members qualified to vote in accordance with ~~article~~Article 11.2 shall be entitled to vote on such a resolution or in such a bye-election to appoint an Associate Members' Director; and

11.6.3 any Full Members' Directors or Associate Members' Director appointed under this ~~article~~Article 11.6 shall (subject to ~~article~~Article 12) hold office for the unexpired portion of the period of office of the director whose vacancy in office they are filling.

11.7 Any election or bye-election referred to in ~~articles~~Articles 11.1, 11.2 or 11.6 shall be conducted as follows:

11.7.1 the Returning Officer shall appoint a time and date for the election to be held (the "**Election Date**") and give the members at least forty eight clear days' prior notice thereof (that is, excluding the Election Date and the day on which the notice is served or deemed to be served), such notice (which may be given by post, Electronic Communication, website or such other method as is permitted by these Articles) to include a call for nominations of candidates for election to be submitted by the members;

11.7.2 any two members may nominate a person to be a candidate for election, provided that:

11.7.2.1 they shall complete and submit nomination(s) to the Returning Officer (by such method, and in such form, as the Returning Officer may determine, and specify, when notifying members of the election) or otherwise confirm their approval to nominate candidate(s), in each case, at least twenty one clear days prior to the Election Date (that is, excluding the Election Date and the day on which the notice is served or deemed to be served);

11.7.2.2 the proposed candidate shall indicate to the Returning Officer their willingness to participate in the election;

11.7.2.3 only Full Members who have paid that year`s annual membership may nominate candidate(s) for election to the office of Full Members' Directors and only Associate Members who have paid that year`s annual membership may nominate candidates for election to the office of Associate Members' Director; and

11.7.2.4 a person will not be eligible for election if the person has (a) served nine or more years consecutively as a director of the Company (whether as a Full Members` Director or as an Associate Members` Director or as a Co-opted Director or any combination of them) and (b) a period of at least one year (or, at the discretion of the existing directors, a period slightly less than this due to the timing of the Election Date) has not elapsed since the person was a director of the Company.

11.7.3 in the event that the number of properly nominated candidates eligible for election to a particular office is equal to or less than the number of vacancies in that office, all such candidates shall be declared duly elected on the Election Date without the need for a vote of the members;

11.7.4 at least fourteen clear days prior to the Election Date (that is, excluding the Election Date and the date on which the papers are served or deemed to be served) the Returning Officer shall circulate (by post, Electronic Communication, website or such other method as is permitted by these Articles) to those members eligible to vote in the election ballot, papers showing the names of the candidates together with such reasonable supporting personal statements not exceeding five hundred words as may be submitted by the candidates along with their nomination form;

11.7.5 each member eligible to vote on the Election Date shall have one vote for each vacancy in respect of which the member is eligible to vote and, once cast, a vote by a member shall be irrevocable;

11.7.6 members shall on or before 3pm on the Election Date communicate to the Returning Officer (by such means, and in such form, as the Returning Officer may determine, and specify, when circulating ballot papers) their vote(s) in respect of the candidates, provided that no member may cast more than one vote for any particular candidate;

11.7.7 on the Election Date, the candidate with the greatest number of votes shall be elected, followed by the candidate with the next greatest number of votes and so on until all the offices in respect of which the election is being held are filled;

11.7.8 in the event of a tie in the number of votes between any two or more candidates, the candidate to be elected shall be selected by lot from among those tied;

11.7.9 in the event of there being any ambiguity or doubt as to which of the candidates a member has voted for, the matter shall be referred to the Secretary whose ruling shall be final; and

11.7.10 no more than five days after the Election Date, the Returning Officer shall notify the members (by post, Electronic Communication, website or such other method as is permitted by these Articles) of the results of the election and the names of the successful candidates.

11.8 The Returning Officer for each election or bye-election (as the case may be) shall be a person appointed by the directors for that purpose, and may be the Secretary or a member of staff of the Company. If also a member of the Company, the Returning Officer shall not be eligible to be a candidate nor to nominate another person to be a candidate in any election in which they are acting as Returning Officer.

11.9 The Returning Officer may from time to time, and in their sole discretion, appoint any person to assist with and / or facilitate an election or bye-election (as the case may be) in accordance with these Articles. Any person so appointed may be responsible for counting the number of votes cast and notifying the Returning Officer of the results of the election. In the event of there being any ambiguity or doubt in relation to the number of votes cast and / or the results, the matter shall be referred to the Secretary whose ruling shall be final.

11.10 If:

11.10.1 during an election being held in accordance with ~~article~~Article 11.7 a candidate for the office of director withdraws from the election process, the votes of any members cast for such candidate shall, notwithstanding anything to the contrary in the above, be discounted for the purposes of such election;

11.10.2 following an election held in accordance with ~~article~~Article 11.7 a successful candidate for the office of director is shown within thirty days of the Election Date to the satisfaction of the directors to be disqualified for that office, or has by thirty days after the Election Date failed to signify in accordance with the Act their willingness to act as a director, their election shall be treated as null and void. In such circumstances, the votes of the members shall be recounted in accordance with ~~articles~~Articles 11.7.7 to 11.7.9, but discounting any votes cast for the foregoing candidate.

11.11 The Company and the directors (including any nomination committee of the Board) will, when exercising their powers of appointment and removal of any Co-opted Director(s), give due consideration to the range of renewable technologies represented on, as well as the diversity of, the Board.

12 Disqualification, retirement and removal of directors

12.1 The office of a director shall be vacated if:

12.1.1 the director ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director;

12.1.2 the director becomes bankrupt or makes any arrangement or composition with their creditors generally;

12.1.3 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that director has become physically or mentally incapable of acting as a director and may remain so for more than three months;

12.1.4 the director resigns their office by notice to the Company; or

12.1.5 in the opinion of any other director (in their absolute discretion), the director does not adequately discharge their duties to the Company and the remaining directors resolve by majority that their office be vacated.

12.2 The term of office of a director shall (subject to ~~articles~~Articles 12.1, 12.3, 14.5 and 14.8) end:

12.2.1 if the director was appointed or elected as a Full Members' Director or as an Associate Members' Director under ~~articles~~Articles 11.1 or 11.2:

12.2.1.1 after a period of approximately three years, the exact timing of the end of the term to be determined by the remaining directors including, if an election is to be held in accordance with ~~article~~Article 11.7 in the third calendar year after the date of the director's appointment, to coincide with the conclusion of such election in the third calendar year after the date of the director's appointment;

12.2.1.2 if the member of the Company of which the director is a member, officer (or equivalent) or employee ceases to be a member of the Company and the director does not join (as a member, officer (or equivalent) or employee) another member, or become a member themself, of the Company in the same class (Full or Associate as applicable) within four weeks of such cessation; or

12.2.1.3 if the director ceases to be a member, officer (or equivalent) or employee of a member of the Company and does not join (as a member, officer (or equivalent) or employee) another member, or become a member themself, of the Company in the same class (Full or Associate as applicable) within four weeks of such cessation.

12.2.2 if the director was appointed or elected as a Co-opted Director under ~~article~~Article 11.3, on the date specified by the other directors in terms of ~~article~~Article 11.3.2;

12.2.3 if the director was appointed or elected under ~~articles~~Articles 11.5 and 11.6 to fill a vacancy, on the date specified by ~~article~~Article 11.6.3;

provided that any director whose term of office ends in accordance with this Article 12.2 shall be eligible for immediate re-election or re-appointment save where the director has held such office (whether as a Full Members` Director, Associate Members` Director or Co-opted Director or any combination of them) for at least nine consecutive years.

12.3 In addition to and without prejudice to the provisions of section 168 of the Act, the Company may by ordinary resolution remove any director and may by ordinary resolution appoint another director in their stead, but any person so appointed shall retain their office so long only as the director in whose place they are appointed would have held the same if they had not been removed.

13 Remuneration of directors

13.1 The directors shall be entitled to such remuneration as the Company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

13.2 The directors may be paid all expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or otherwise in connection with the discharge of their duties.

14 Proceedings of directors

14.1 Subject to the provisions of the Articles, the directors may regulate their proceedings as they think fit. A director may, and the Secretary at the request of a director shall, call a meeting of the directors. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chair of the meeting shall not have a second or casting vote.

14.2 At least seven clear days' notice (that is, excluding the day of the meeting and the day on which notice is served or deemed to be served), shall be given to the directors of a meeting of the board of directors of the Company. The notice (which may be given by Electronic Communication) shall specify the place, the day and the hour of the meeting, and shall contain an agenda of the business to be discussed at the meeting.

14.3 If any director is unable to attend a meeting of the board of directors they should advise the Chair, or, whom failing, any of the directors who are to attend. The director who is unable to attend may also communicate their views on any of the issues on the agenda for the meeting to the Chair or, whom failing, any other director who is to attend the meeting. The Chair or other director (as the case may be) shall bring the views of the absentee director to the attention of the meeting together with an apology for the absence of the absentee director.

14.4 The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be six directors present in person or via telephone or video-conference or through any other electronic facilities.

14.5 The directors will elect one of the Full Members' Directors or the Associate Members' Director to be the Chair in accordance with the following provisions:

14.5.1 the Chair will, subject to ~~article~~Article 14.5.4, be elected for a period of three years;

14.5.2 in the event that the Chair's period as a director would otherwise have ended in terms of ~~articles~~Articles 11.6.3 or 12.2.1.1 prior to the expiry of said three year period, then:

14.5.2.1 on such end date the Chair will automatically be appointed as a Co-opted Director until the expiry of the said three year period as Chair, notwithstanding that at the point of such appointment as a Co-opted Director the director may have held office as a director, whether as a Full Members` Director, Associate Members` Director or Co-opted Director or any combination of them, for more than nine consecutive years;

14.5.2.2 at the end of the three year period of election as Chair, then if the director occupying the role as Chair has by that time held office as a director, whether as a Full Members` Director, Associate Members` Director or Co-opted Director or any combination of them, for at least nine consecutive years then their period as Chair and as a director will both end. If that is not the case, the director occupying the role as Chair may:

(a) decide to stand down as Chair in which event they will cease to be a Co-opted Director from that date and the directors shall elect a new Chair; or

(b) seek re-election as Chair for a further three year period and in the event that they are re-elected by the directors the Chair shall remain a Co-opted Director for a further three year period, at the end of which they will cease to be a director (it being declared for the avoidance of doubt that the maximum consecutive period during which a director may hold the role of Chair will be six years); or

(c) seek re-election as Chair for a further three year period but be unsuccessful in which event they shall cease to be a Co-opted Director on the date a new Chair is elected;

14.5.3 unless they are unwilling to do so, the Chair so appointed shall preside at every meeting of directors at which they are present. If there is no director holding the office of Chair, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Vice-Chair shall preside, failing which the directors present may appoint one of their number to be chair of the meeting;

14.5.4 notwithstanding the foregoing provisions of this ~~article~~Article 14.5:

14.5.4.1 the directors may at any time remove the Chair from office if any of the circumstances specified in ~~article~~Article 12.1 apply and the Chair will cease to hold that position if any of the circumstances specified in ~~articles~~Articles 12.2.1.2 or 12.2.1.3 apply during the Chair's period of tenure; and

14.5.4.2 the Chair may resign as Chair at any time during their three year period as Chair and, with effect from the date their resignation takes effect, their period as Chair will end and references in this ~~article~~Article 14.5 to a three year period as Chair shall, instead, be to such shorter period to the date their resignation takes effect. Such director will not then be eligible to seek immediate re-election as Chair and, if then appointed as a Co-Opted Director under ~~article~~Article 14.5.2, they will also cease to be a director on the effective date of such resignation.

14.6 All acts bona fide done by the board of directors of the Company, a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any such director or person acting as aforesaid, or that any of them were disqualified from holding office or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified and had continued to be a director and had been entitled to vote.

14.7 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors, or a committee of directors (as the case may be), duly convened and held and may consist of several documents in the like form each signed by one or more directors (including, for the avoidance of doubt, where any director signs electronically).

14.8 The directors will elect one of the Full Members' Directors or the Associate Members' Director to be the Vice-Chair in accordance with the following provisions:

14.8.1 the Vice-Chair will, subject to ~~article~~Article 14.8.5, be elected for a period of three years subject to the Vice-Chair remaining on the board during that three year period and, if they cease to remain on the board during such three year period, the post of Vice-Chair shall be vacated on the date they so cease to be on the board;

14.8.2 at the end of the three year period of election as Vice-Chair or at any point where the position of Vice-Chair is vacant, the directors may appoint a new Vice-Chair although the director vacating the role shall be eligible for re-election (but not where, at the time of the re-election, the director has held office as a director, whether as a Full Members` Director, Associate Members` Director or Co-opted Director or any combination of them, for at least nine consecutive years) save that the maximum consecutive period during which a director may hold the role of Vice-Chair will be six years;

14.8.3 the Vice-Chair shall substitute for the Chair in chairing meetings and representing the Company where the Chair is unable to attend and, in the event that the Chair's period of tenure comes to an end for any reason during a three year period of the Chair's election, the Vice-Chair will, subject to being willing to accept the position, automatically become Chair for the remainder of said three year period (subject to the Vice-Chair remaining on the board during such period) and the directors will elect a new Vice-Chair;

14.8.4 at the end of the said remainder of the three year period referred to in ~~article~~Article 14.8.3, then if the ex-Vice-Chair, now occupying the role as Chair, has by that time held office as a director, whether as a Full Members` Director, Associate Members` Director or Co-opted Director or any combination of them, for at least nine consecutive years then their period as Chair and as a director will both end. If that is not the case, such director may:

14.8.4.1 decide to stand down as Chair in which event the directors shall elect a new Chair but the director will remain on the Board for the remainder of their elected term as a director; or

14.8.4.2 seek re-election as Chair for a further three year period and in the event that they are re-elected by the directors the Chair shall remain an elected director for the remainder of their elected term as a director and then automatically be appointed as a Co-opted Director for the remainder of said three year period at the end of which period they may seek re-election as Chair for a further period not exceeding three years (but so that the maximum consecutive period during which a director may hold the role of Chair will be six years) and if re-elected will serve as Chair and as a Co-opted Director for such period; or

14.8.4.3 seek re-election as Chair for a further three year period but be unsuccessful in which event a new Chair will be elected but the director will remain on the Board for the remainder of their elected term as a director;

14.8.5 notwithstanding the foregoing provisions of this ~~article~~Article 14.8, (i) the directors may at any time remove the Vice-Chair from office if any of the circumstances specified in ~~article~~Article 12.1 apply and the Vice-Chair will cease to hold that position if any of the circumstances specified in ~~articles~~Articles 12.2.1.2 or 12.2.1.3 apply during the Vice-Chair's period of tenure (ii) the provisions of ~~article~~Article 14.5.4 will apply to any period when the Vice-Chair has become Chair under this ~~article~~Article 14.8; and (iii) the Vice-Chair may resign as Vice-Chair at any time during their period as Vice-Chair and, with effect from the date their resignation takes effect, their period as Vice-Chair will end and references in this ~~article~~Article 14.8 to their three year period as Vice-Chair shall, instead, be to such shorter period to the date their resignation takes effect and, for the avoidance of doubt, such director will not then be eligible to seek immediate re-election as Vice-Chair.

15 Directors' interests

15.1 In the event that a director is in any way, directly or indirectly, interested in a transaction or arrangement to be entered into by the Company then the director shall, as soon as reasonably practicable after becoming aware of the proposed transaction or arrangement, and in any event before the matter is discussed at any meeting of the directors or meeting of a committee of the directors at which the director is to be present, declare the nature and extent of the interest to the Secretary (if the declaration is before a meeting) or the other directors attending (if at a meeting). Unless the Secretary (in relation to a matter disclosed prior to the meeting) or the directors attending the meeting are of the view that there is no conflict of interest, then the director who has declared the interest shall take no part in the discussion of the proposed transaction or arrangement, shall not be permitted to vote on it and shall not be taken into account in calculating the quorum present for discussion.

16 Borrowing powers

Without prejudice to their general powers, the directors may exercise all the powers of the

Company to borrow money up to a limit of £30,000, and to mortgage and charge its undertaking and property or any part thereof and to issue debentures and other securities whether outright or as collateral security for any debt, liability or other obligation of the Company or of any third party, subject to the foregoing limitation. The directors shall not exceed this limitation without the previous sanction of the members of the Company in general meeting.

17 Secretary

Subject to the provisions of the Act, the Secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them and for the avoidance of doubt the office of Secretary may be held by a director.

18 Accounts

18.1 The directors shall cause to be kept such books of account as are necessary to exhibit and explain the transactions and financial position of the Company and to give a true and fair view of the state of its affairs and in particular (but without limiting the generality of the foregoing provision) proper books of account with respect to:

18.1.1 all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place;

18.1.2 all sales and purchases of goods by the Company; and

18.1.3 the assets and liabilities of the Company.

18.2 The books of account shall be kept at the Office or, at such other place or places as the directors think fit, and shall always be open to the inspection of the members of the Company.

19 Company communications and notices

19.1 Any notice, communication, document or information may be sent or supplied by the Company and/or the Returning Officer to any member or any other person pursuant to these Articles or the Act (including, without limitation, any director) in any one or more of the following ways:

19.1.1 personally;

19.1.2 by sending it through the post in a prepaid letter, addressed to such person at, in respect of any member, their registered address as appearing in the register of members and, in respect of any other person, the address supplied by that person to the Company;

19.1.3 by sending it by Electronic Communication to the electronic address last specified by the member or any other person to the Company for that purpose; and / or

19.1.4 by making it available on a website.

19.2 The Company Communications Provisions have effect, subject to the provisions of this Article 19, in respect of all notices, communications, documents or information to be sent or supplied by the Company and/or the Returning Officer to the members or any other persons for the purpose of any provision of the Act, these Articles or otherwise.

19.3 Any person described in the register of members by an address not within the United Kingdom, who shall from time to time give to the Company an address within the United Kingdom at which notices may be served upon them, shall be entitled to have notices served upon them at such address, but save as aforesaid, only members described in the register or list aforesaid by an address within the United Kingdom shall be entitled to receive any notice from the Company.

19.4 Any notice served by post shall be deemed to have been served at 9am on the day following that on which the letter containing the same was put into the post office, and in proving such service it shall be sufficient to show that the letter containing the same was properly addressed and put into the post as a prepaid letter.

19.5 Any notice served by Electronic Communication shall (if sent at or before 3pm) be deemed to have been served at the time and on the day it is sent and (if sent after 3pm) at 9am on the following day. Proof that a notice contained in an Electronic Communication was sent in accordance with the guidelines issued by The Chartered Governance Institute UK & Ireland shall be conclusive evidence that the notice was given.

19.6 Any notice which is sent or supplied by the Company and/or the Returning Officer by means of a website shall be deemed to have been served at the time and day it was first made available on the website (if first made available at or before 3pm) and (if first made available on the website after 3pm) at 9am on the following day.

19.7 The provisions of this Article 19 have effect in place of the Company Communications Provisions relating to deemed delivery of notices, communications, documents or information.

20 Documents sent to the Company

20.1 Subject to the requirements of the Companies Acts, only such documents, communications, information and notices as are specified by the Company from time to time may be sent to the Company by an Electronic Communication to the address specified by the Company for that purpose and such documents, communications, information or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

20.2 If the document, communication, information or notice in electronic form is sent to the Company by hand or post, it must be sent to the Company’s registered office.

21 Indemnity

21.1 Subject to the provision of Section 532 of the Act, any officers of the Company or directors shall be:

21.1.1 chargeable only for so much money or property as they shall actually receive for the Company; and

21.1.2 answerable only for their own acts or defaults and not for those of any other person or body, nor for any loss or damage of any kind which may happen in the execution of their duties.

21.2 Subject to the provisions of the Act, the directors may purchase and maintain insurance at the expense of the Company for the benefit of the directors or other officers or the Auditors against liability which attaches to them or loss or expenditure which they incur in relation to anything done or omitted or alleged to have been done or omitted as directors, officers or auditors.

22 Not for distribution

22.1 The income and property of the Company shall be applied solely in promoting the object of the Company. No dividends or bonus may be paid or capital otherwise returned to the members, provided that nothing in the Articles shall prevent any payment in good faith by the Company of:

22.1.1 reasonable and proper remuneration to any member, officer or servant of the Company for any services rendered to the Company;

22.1.2 any interest on money lent by any member or any director at a reasonable and proper rate;

22.1.3 reasonable and proper rent for premises demised or let by any member or director; or

22.1.4 reasonable out-of-pocket expenses properly incurred by any director.

23 Winding up

23.1 On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid to the members shall not be paid or distributed to such members but shall be transferred to another body (charitable or otherwise):

23.1.1 with objects similar to those of the Company; and

23.1.2 which shall prohibit the distribution of its or their income to its or their members,

such body to be determined by the members at the time of winding-up or dissolution.

24 Guarantee

Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while they are a member, or within one year after they cease to be a member, for the payment of debts and liabilities of the Company contracted before they cease to be a member, and of the costs, charges and expense of winding up and for the adjustment of the rates of contributories among themselves, such amounts as may be required not exceeding £1.00.