

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

ABERDEEN RENEWABLE ENERGY GROUP

Company No SC261364

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ABERDEEN RENEWABLE ENERGY GROUP

Registered in Scotland No. 261364 (the "Company")

(Adopted by special resolution passed on 27 JANUARY 2022)

Interpretation, objects and limitation of liability

1. Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Appointer: has the meaning given in Article 16.1;

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

Associate Member: means a party designated as such by the Company;

bankruptcy: includes insolvency proceedings in a jurisdiction other than Scotland which have an effect similar to that of bankruptcy;

Board: the board of directors for the time being;

Business Day: means any day (other than a Saturday, Sunday or public holiday in Scotland) when banks in Aberdeen are open for business;

Chair: means the chairman of the Company for the time being;

Conflict: means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

director: means a director of the Company and includes any person occupying the position of director, by whatever name called;

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form: has the meaning given in section 1168 of the Act;

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 11, any director whose vote is not to be counted in respect of the particular matter);

Existing Full Member: Aberdeen City Council;

Full Member: means a party designated as such by the Company;

Interested Director: has the meaning given in Article 11.1;

Member: means a person whose name is entered in the Register of Members of the Company and **Membership** shall be construed accordingly; and

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI/2008/3229) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles;

ordinary resolution: has the meaning given in section 282 of the Act;

participate: in relation to a director's meeting, has the meaning given in Model Article 10;

proxy notice: has the meaning given in Model Article 32;

Rules: the membership rules of the Company for the time being;

secretary: means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

special resolution: has the meaning given in section 283 of the Act;

writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.

- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Act.
- 1.8 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.9 The following Model Articles shall not apply to the Company:
- (a) 1 (Defined terms);
 - (b) 2 (Liability of Members);
 - (c) 8 (Unanimous decisions);
 - (d) 9(1) [and (3)] (Calling a directors' meeting);
 - (e) 11(2) and (3) (Quorum for directors' meeting);
 - (f) 13 (Casting vote);
 - (g) 14 (1), (2), (3) and (4) (Conflicts of interest);
 - (h) 17(2) (Methods of appointing directors);
 - (i) 21 (Applications for membership);
 - (j) 22 (Termination of membership);
 - (k) 30(2) (Poll votes);
 - (l) 31(1)(d) (Content of proxy notices);
 - (m) 35 (Company seals);
 - (n) 38 (Indemnity);
 - (o) 39 (Insurance).
- 1.10 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".
- 1.11 Model Article 7 (Directors to take decisions collectively) shall be amended by:

- (a) the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
 - (b) the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.12 Model Article 20 shall be amended by the insertion of the words "(including alternate directors) [and the secretary]" before the words "properly incur".

2. Objects

The objects for which the Company is established (**Objects**) are to:

- (a) promote the North East of Scotland as a world leading centre of excellence for the production and use of renewable energy;
- (b) empower the energy supply chain in the North East of Scotland and champion its expertise in enabling the transition to low carbon technologies to achieve net zero emissions;
- (c) support its members in developing their business at home and overseas and, where applicable, to transition their businesses from oil and gas to renewables; and
- (d) promote the interests of its members, generally.

3. Powers

In pursuance of the Objects, the Company has the power to:

- (a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- (b) borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- (c) invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- (d) subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;

- (e) lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary of the Company;
- (f) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- (g) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- (h) enter into contracts to provide services to or on behalf of other bodies;
- (i) provide, and assist in the provision of, money, materials or other help;.
- (j) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (k) incorporate subsidiary companies to carry on any trade; and
- (l) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the Objects.

4. Income

- 4.1 The income and property of the Company shall be applied solely towards the promotion of its Objects.
- 4.2 Except as expressly provided herein, no part of the income and property of the Company shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to the Members or directors. Nothing in these Articles shall prevent any payment in good faith by the Company of:
 - (a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
 - (b) any interest on money lent by any Member or any director at a reasonable and proper rate;
 - (c) reasonable and proper rent, not exceeding open market rent, for premises let to the Company by any Member or director; or

- (d) reasonable out-of-pocket expenses properly incurred by any director.

5. Winding up

On the winding-up of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members (except to a Member that qualifies under this Article) but shall be transferred to another body (charitable or otherwise) with objects similar to those of the Company, such body to be determined by resolution of the Members at or before the time of winding up or, subject to any such resolution of the Members, as may be determined by resolution of the directors at or before the time of winding up.

6. Guarantee

The liability of each Full Member is limited to £1, being the amount that each Full Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Full Member or within one year after he ceases to be a Full Member, for

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Full Member;
- (b) payment of the costs, charges and expenses of the winding up; and
- (c) adjustment of the rights of the contributories among themselves.

The Board

7. Directors

7.1 Subject to the provisions of Article 7.2, the Board shall comprise a maximum number of nine Directors made up as follows:

- (a) one director appointed by and representing each Full Member;
- (b) a maximum number of five directors appointed by and representing the Associate Members in accordance with the provisions of Articles 7.3 and 7.4; and
- (c) up to three further directors appointed by the Board in accordance with the provisions of Article 7.7 and who in the opinion of the Board will bring merit and value to the organisation and management of the Company.

Appointment, Retirement and Removal

7.2 Subject to the provisions of Article 7.8, (i) each Full Member shall, for so long as it is a Full Member, be entitled at any time on giving written notice to the Company to appoint any one person to be a director and to remove such person from office as director and to appoint such other person as it determines in his or her place. Such director will not retire by rotation in accordance with Article 7.5.

- 7.3 Subject to the provisions of Article 7.8, Associate Members (as a class) shall be entitled to appoint in accordance with the provisions of Articles 7.4 and 7.5 up to five directors.
- 7.4 No later than six months after the adoption of these Articles, a list shall be opened in the secretary's office for those Associate Members who have paid their subscription fees in respect of the current membership year (**Paid-up Associate Members**) to nominate persons to be appointed as directors pursuant to Article 7.3. Any nomination must be accompanied by a notice signed by such person confirming his or her willingness to be appointed and stating the particulars which would, if the person were to be appointed, be required to be included in the Company's Register of Directors. The list will be closed 14 days after being opened. Where the number of persons who have indicated that they are willing to be directors exceeds the number of vacancies available, a voting paper containing the complete list of names nominated and any such further information as the Board considers expedient, shall as soon as reasonably practicable be sent by the secretary to all Paid-up Associate Members with an instruction to return such voting papers to the secretary signed by or on behalf of that Associate Member within such reasonable timescale as may be determined by the Board. The votes shall be counted by the secretary, who shall report to the Chair those persons, up to the maximum number of vacancies available, who have received the greatest number of votes, and the appointment of those persons as directors shall take effect from the date of notification by the Company of such persons' successful appointment.

In the event of a tie for the last vacancy, the Board shall decide by majority vote which of the candidates shall be appointed as director, such appointment to take effect from the date of notification by the Company of such person's successful appointment.

Where the number of persons who have indicated that they are willing to be a director is less than or equal to the number of vacancies available, then such persons shall be appointed as director with effect from the date on which the list was closed.

The Associate Members will be notified of the result of the ballot.

- 7.5 At the third Annual General Meeting after adoption of these Articles and at every third Annual General Meeting thereafter, all of the directors appointed by the Associate Members pursuant to Articles 7.3 and 7.4 shall retire but shall be eligible for re-election. The notice of such Annual General Meeting shall include a notice of the Directors retiring and those offering themselves for re-election. At the same date as such notice, a list shall be opened in the secretary's office for Paid-up Associate Members to nominate persons for appointment as Directors. Any nomination must be accompanied by a notice signed by such person confirming his or her willingness to be appointed and stating the particulars which would, if the person were to be appointed, be required to be included in the Company's Register of Directors. The list will be closed fourteen clear days before the Annual General Meeting. Where the number of persons who have indicated that they are willing to stand as directors (including those offering themselves for re-election) exceeds the number of vacancies available (but not otherwise) then not less than seven clear days before the Annual General Meeting a voting paper containing the complete list of names nominated and any such further information as the Board considers expedient shall be sent by the secretary to all Paid-up Associate Members with an instruction to return such voting papers to the secretary signed by or on behalf of that Associate Member at least 48 hours prior to the Annual General Meeting. The votes

shall be counted by the secretary prior to the commencement of the Annual General Meeting and the secretary shall report to the Chair those persons, up to the maximum number of vacancies available, who have received the greatest number of votes and who shall be deemed to have been duly elected with effect from the conclusion of the Annual General Meeting. In the event of a tie for the last vacancy, the Board shall decide by majority vote which of the candidates will be appointed as director to fill the last vacancy. The Chair shall announce the result of the ballot at the Annual General Meeting.

Where the number of persons who have indicated that they are willing to be directors (including those offering themselves for re-election is less than or equal to the number of vacancies available) then such persons shall be treated as having been appointed with effect from the conclusion of the Annual General Meeting.

- 7.6 In the event of any director appointed pursuant to Articles 7.3 to 7.5 ceasing for any reason to be a director the Board shall be entitled to appoint such person as it sees fit who is willing to act as a director to fill such vacancy. Subject to the provisions of Article 7.8, such person shall hold office until the Annual General Meeting next following his appointment at which the directors appointed pursuant to Articles 7.3 to 7.5 are due to retire.
- 7.7 The Board shall be entitled at any time after the adoption of these Articles to appoint up to three persons to hold office as director on such terms and for such period as the Board may determine and to remove such persons from office and re-appoint other persons in their place. A decision to appoint a director must be approved by at least two-thirds of the directors holding office at such time. For the avoidance of any doubt, a director appointed under this clause will not retire by rotation in accordance with Article 7.5.
- 7.8 The office of director will automatically be vacated if:
- (a) s/he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director;
 - (b) s/he resigns his office by notice in writing to the Board; or
 - (c) s/he becomes bankrupt or makes any compensation with his creditors generally; or
 - (d) s/he is or may be suffering from mental disorder and either:
 - (i) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
 - (ii) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that the person has become physically or mentally incapable of acting as a director and may remain so for more than 3 months; or

- (e) s/he is removed from office as a director before the expiration of her/his period of office (notwithstanding any agreement between the Company and him/her) by unanimous resolution of the remaining directors passed at a meeting of the Board convened on at least 21 days' notice provided that: the director concerned shall be given at least 14 days' notice of the matters giving rise to the proposed resolution and shall be given a reasonable opportunity to make and have circulated to the Board written representations and to be heard and represented at the meeting of the Board called to consider the resolution and at any adjournment thereof.

8. Calling a directors' meeting

- 8.1 Any director may call a directors' meeting by giving not less than five Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the secretary (if any) to give such notice.
- 8.2 Notice of a directors' meeting shall be given to each director in writing.
- 8.3 A director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the directors' meeting.
- 8.4 Any director, including an alternate director, may participate in a meeting of the Board by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to the Act, that director shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chair of the meeting then is.

9. Quorum for directors' meetings

- 9.1 Subject to article Article 9.2, the quorum for the transaction of business at a meeting of directors shall be fixed by the Board and unless so fixed at any other number shall be no fewer than one half of the Eligible Directors such that, for example, where there are nine Eligible Directors, a quorum shall be five of the Eligible Directors
- 9.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 11 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- 9.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:
 - (a) to appoint further directors; or
 - (b) to call a general meeting so as to enable the Members to appoint further directors.

10. Casting vote

- 10.1 Unless otherwise specified in these Articles, any matters requiring the consent of the Board shall be passed by majority vote. If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.
- 10.2 Article 10.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Chair or other director chairing the meeting is not an Eligible Director for the purposes of that meeting (or part of a meeting).

11. Directors' conflicts of interest

- 11.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty to avoid conflicts of interest under section 175 of the Act.
- 11.2 Any authorisation under this Article 11 shall be effective only if:
- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles;
 - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 11.3 Any authorisation of a Conflict under this Article 11 may (whether at the time of giving the authorisation or subsequently):
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be

obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and

- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- 11.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 11.5 The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 11.6 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 11.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
 - (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
 - (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
 - (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

12. Written Decisions

A decision of the Board in writing signed by all the directors entitled to attend and vote at any meeting of the Board, shall be as valid and effective as if such decision had been duly passed at a quorate meeting of the Board.

13. Records of decisions to be kept

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

14. Delegation of powers

The directors may delegate any of their powers to any committee consisting of at least one director and such other persons, whether or not directors, as the Board may think fit. 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 the directors so far as they are capable of applying.

15. Agents

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.

16. Appointment and removal of alternate directors

- 16.1 Each Full Member may appoint any person willing to act to be an alternate director to the Director appointed by such Full Member pursuant to Article 7.2 and may remove from office an alternate so appointed. Any director (other than a director appointed by a Full Member pursuant to Article 7.2 or an alternate director) (**Appointer**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to be an alternative director, and may remove from office an alternate so appointed by him, to:

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the Appointer.

16.2 Any appointment or removal of an alternate director must be effected by notice in writing to the Company signed by the Appointer, or in any other manner approved by the directors.

16.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

17. Rights and responsibilities of alternate directors

17.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the Appointer.

17.2 Except as the Articles specify otherwise, alternate directors are:

- (a) deemed for all purposes to be directors;
- (b) liable for their own acts and omissions;
- (c) subject to the same restrictions as their Appointers; and
- (d) not deemed to be agents of or for their Appointers

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointer is a Member.

17.3 A person who is an alternate director but not a director:

- (a) may be counted as participating for the purposes of determining whether a quorum is present in respect of each of his Appointers (but only to the extent that that person's Appointer is not participating);
- (b) may participate in a unanimous decision of the directors (but only if his Appointer is an Eligible Director in relation to that decision, but does not participate).

17.4 A director who is also an alternate director is entitled, in the absence of his Appointer(s), to a separate vote on behalf of each Appointer, in addition to his own vote on any decision of the directors (provided that an Appointer for whom he exercises a separate vote is an Eligible Director in relation to that decision), and shall count as more than one director (as appropriate) for the purposes of determining whether a quorum is present.

17.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part (if

any) of the remuneration otherwise payable to the alternate's Appointer as the Appointer may by notice in writing to the Company from time to time direct.

18. Termination of alternate directorship

An alternate director's appointment as an alternate (in respect of a particular Appointer) terminates:

- (a) when the alternate's Appointer revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's Appointer, would result in the termination of the Appointer's appointment as a director;
- (c) on the death of the alternate's Appointer; or
- (d) when the alternate director's Appointer ceases to be a director for whatever reason.

19. Secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

20. Change of company name

The name of the Company may be changed by:

- (a) a decision of the directors; or
- (b) a special resolution of the Members,

or otherwise in accordance with the Act.

21. Full Membership

- 21.1 There may be up to four Full Members of the Company. Aberdeen City Council is the sole Full Member at the date of adoption of these Articles.
- 21.2 Subject to the restriction on the number of Full Members permitted under Article 21.1, such other individuals, companies, corporations, firms or other organisations as the Board may in its absolute discretion by majority resolution and with the prior consent of each Full Member, as confirmed by each Full Member's appointed director at the relevant meeting of the Board, invite to become a Full Member may be admitted as additional Full Members.
- 21.3 Full Members shall be required to pay a subscription fee at the same level as is determined from time to time by the Board as payable by Associate Members. The

Board has the discretion in any particular case to waive, postpone or accept services in kind in lieu of, the relevant subscription fee.

22. Associate Membership

22.1 The number of Associate Members of the Company is unlimited.

22.2 Associate Membership is open to the following:

- (a) individuals, companies, corporations, firms and other organisations resident or having an office or place of business in Aberdeen or Aberdeenshire who are either engaged or have an interest in the renewable energy industry or transition to net zero carbon emissions; and
- (b) any other individuals, companies, corporations, firms or other organisations whom the Board may in its absolute discretion admit to membership.

22.3 Associate Membership will confer only such rights as are contained in these Articles or as are decided from time to time by the Board. Associate Members will be entitled to receive notice of Annual General Meetings of the Company and to attend such meetings, but they shall not be entitled to vote on any matter of general business or in respect of any item of special business unless specifically provided in these Articles or in the notice of meeting.

22.4 An Associate Member shall be required to pay such subscription fee as is determined from time to time by the Board, but shall not be deemed to be a member liable to contribute any amount on the winding-up of the Company. The Board has the discretion in any particular case to waive, postpone or accept services in kind in lieu of the relevant subscription fee.

22.5 All applications for Associate Membership shall be made in writing in such form as the Board may in its absolute discretion from time to time prescribe.

22.6 The election of Associate Members shall be by majority resolution of the Board which may refuse any application without giving reasons. Delivery of the application to the Company must be accompanied by payment of the requisite subscription fee unless the Board agrees that this amount may be waived or paid at a later date. The decision of the Board shall be notified to each applicant by the Company.

23. Provisions applicable to all Members

23.1 The Company shall admit to Membership an individual or organisation which:

- (a) applies to the Company using the application process approved by the directors; and
- (b) is approved by the directors.

23.2 A letter, or email, shall be sent to each successful applicant confirming their Membership of the Company and the details of each successful applicant shall be entered into the Register of Members by the secretary.

- 23.3 The directors may in their absolute discretion decline to accept any application for Membership and need not give reasons for doing so.
- 23.4 The directors may prescribe criteria for Membership of the Company but shall not be obliged to accept persons fulfilling those criteria as Members.
- 23.5 All Members must pay to the Company an annual subscription fee, payable on becoming a Member and each year thereafter of such amount as is decided by the directors from time to time.
- 23.6 The directors may establish different classes of Members and set out the different rights and obligations for each class, with such rights and obligations recorded in the Register of Members.
- 23.7 Members shall not be entitled to any dividend from the Company.

24. Transfer and Termination of membership

- 24.1 The interests and rights of a Member are personal and non-transferable.
- 24.2 Unless the Board suspends the operation of this article in any specific case or cases, when a Member dies or becomes bankrupt (if an individual) or goes into receivership, administrative receivership, administration, liquidation or other arrangement for the winding up of a company (if a company), the Membership shall automatically terminate.
- 24.3 A Member may withdraw from Membership of the Company by giving 7 days' notice to the Company in writing, but shall not be entitled to a refund of any subscription fee and shall remain liable to pay to the Company any subscription or other sum owed by him.
- 24.4 Any person ceasing to be a Member shall be removed from the Register of Members.

25. Expulsion of a Member

- 25.1 The directors may, subject to Article 25.2, by majority resolution terminate the Membership of any Associate Member and, with the subsequent written consent of each other Full Member, any Full Member (not being the Existing Full Member) if, in the reasonable opinion of the directors, the Member:
- (a) is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or
 - (b) has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
 - (c) has failed to observe the terms of these Articles or the Rules.

Following such termination, the Member shall be removed from the Register of Members by the secretary and any Member so expelled shall lose all privileges of membership without prejudice to any claims that the Company may have, but the Board by resolution

may re-admit to membership any Member so expelled at such time and on such terms as it may determine.

- 25.2 Notice of a meeting of the directors to consider the expulsion of a Member under Article 25.1 must be given to the Member concerned not less than 14 days prior to the date of the meeting of the Directors to consider his expulsion and shall give the Member the opportunity to be heard in writing or in person at the relevant meeting of the directors as to why his membership should not be terminated. The directors must consider any representations made by the relevant Member and inform the Member concerned of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the Membership of an Associate Member but termination of the Membership of a Full Member shall only be effective upon delivery to the Company of the written consent thereto of each other Full Member.
- 25.3 A Member whose Membership is terminated under this Article shall not be entitled to a refund of any subscription fee and shall remain liable to pay to the Company any subscription or other sum owed by him.

Decision making by members

26. General Meetings

- 26.1 The Company shall hold a General Meeting in every year as its Annual General Meeting at such time and place as may be determined by the Board, and shall specify the Annual General Meeting as such in the notice calling it, provided always that not more than fifteen months shall be allowed to elapse between two successive Annual General Meetings
- 26.2 All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
- 26.3 The Board may call General Meetings and, on the requisition of Full Members pursuant to the provisions of the Act, shall proceed to convene an Extraordinary General Meeting for a date not later than eight weeks after receipt of the requisition, and in the event of default by the Board, the General Meeting may be convened by the requisitioning Full Members as provided by the Act.
- 26.4 All Annual General Meetings or Extraordinary General Meetings shall be called by at least 14 clear days' notice. With the consent of all the Full Members, or such lesser proportion thereof as may be prescribed by the Act, in the case of meetings other than Annual General Meetings, a meeting may be convened by such shorter notice as the Full Members think fit. The notice of a General Meeting shall specify the time and place of the General Meeting and in the case of special business the general nature of that business, and shall be given to all Full Members (and in the case of the Annual General Meeting also to the Associate Members), the Board and the auditors.
- 26.5 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice shall not invalidate the proceedings at that General Meeting.

- 26.6 No business shall be transacted at any General Meeting unless a quorum is present. A quorum shall be constituted only by every Full Member being present in person (if an individual) or through a duly authorised representative (if a corporation) or (in either case) through a duly appointed proxy.
- 26.7 If such a quorum is not present within half an hour from the time appointed for the General Meeting, or if during a General Meeting such a quorum ceases to be present, the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other time and place as the Board may determine, and, if at such adjourned General Meeting a quorum is not present within half an hour from the time appointed for the General Meeting, the Full Members present shall be a quorum.
- 26.8 The Chair shall preside over all General Meetings. If the Chair is not present within fifteen minutes after the time appointed for holding the General Meeting, the directors present shall elect one of their number to be in the chair provided that the director so elected is willing, and if there is only one director present and willing to act, s/he will chair the meeting.
- 26.9 If no director is willing to chair the General Meeting, or if no director is present within fifteen minutes of the time appointed for holding the General Meeting, the Full Members present shall choose one of their number to chair the meeting.
- 26.10 The person chairing the General Meeting may, with the consent of a General Meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the General Meeting from time to time and from place to place, but no business shall be transacted at an adjourned General Meeting other than business which might properly have been transacted at the General Meeting had the adjournment not taken place. When a General Meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned General Meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
- 26.11 A director is entitled to attend and speak at any General Meeting notwithstanding that he is not a Member.

27. Votes of members

Subject to the Act, at any General Meeting:

- (a) every Full Member who is present in person (or by proxy) and eligible to vote shall on a show of hands have one vote; and
- (b) every Full Member present in person (or by proxy) and eligible to vote shall on a poll have one vote; and
- (c) every Associate Member rightfully present in person (or by proxy) shall only have a right to vote on any matter of general business, or in respect of any item of special business, where specifically provided for under these Articles or in the notice of the meeting and (in which case) shall, where they are present in person (or by proxy) and eligible to vote, on a poll have one vote.

A resolution put to the vote at any general meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded under Article 28.1.

28. Poll votes

- 28.1 A poll may be demanded at any general meeting by (a) the chair of such meeting; or (b) by any Full Member entitled to vote at the meeting. A demand by a person as proxy for a Member shall be treated the same as a demand by a Member.
- 28.2 Model Article 30(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

29. Proxies

- 29.1 Model Article 31(1)(d) shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 29.2 Model Article 31(1) shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

Administrative arrangements

30. Means of communication to be used

- 30.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article, no account shall be taken of any part of a day that is not a Business Day.

- 30.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

31. Rules

The directors may establish rules governing matters relating to Company administration that are required from time to time for the effective operation of the Company (for example, the provisions relating to classes of Members, Membership fees and subscriptions and the admission criteria for Members). If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

32. Indemnity and insurance

- 32.1 Subject to Article 32.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled,

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them, including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article article 32.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 32.2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

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

- 32.4 In this Article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- (c) a **relevant officer** means any director or other officer or former director or other officer of the Company but excluding any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).