

**TENTH AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
HALOSOURCE, INC.**

*(as fully amended and restated, May 17, 2017)*

**ARTICLE 1. NAME**

The name of this corporation (the "Corporation") is "HaloSource, Inc."

**ARTICLE 2. PURPOSE**

The Corporation is organized to transact any and all lawful business for which corporations may be incorporated under the Washington Business Corporation Act (the "WBCA").

**ARTICLE 3. SHARES**

The total number of shares which the Corporation is authorized to issue is six hundred million (600,000,000), consisting of six hundred million (600,000,000) shares of common stock, no par value per share ("Common Stock").

**ARTICLE 4. CERTAIN DEFINITIONS**

As used in these Articles, the following terms shall have the meanings given to them in this Article 4:

"acting in concert" means actively cooperating, pursuant to an agreement, arrangement or understanding (whether formal or informal), to obtain or consolidate Control.

"Admission" means admission of shares of the Common Stock to trading on AIM.

"AIM" means AIM, a market operated by the London Stock Exchange.

"beneficial ownership" means, with respect to a security, sole or shared voting power (which includes the power to vote, or to direct the voting of, such security) and/or investment power (which includes the power to dispose, or to direct the disposition, of such security), whether direct or indirect, and whether through any contract, arrangement, understanding, relationship, or otherwise.

"Board" means the board of directors of the Corporation from time to time.

"Control" means a holding or aggregate holdings of securities representing thirty percent (30%) or more of the Voting Rights, irrespective of whether the holding or holdings gives *de facto* control.

"Disclosure Notice" means a notice issued by the Corporation pursuant to Article 7 requiring the disclosure of interests in the capital stock of the Corporation.

“Disclosure and Transparency Rules” means the Disclosure and Transparency Rules published by the FSA as amended from time to time.

“Exchange Act” means the United States Securities Exchange Act of 1934, as amended.

“FSA” means the Financial Services Authority of the United Kingdom.

“Interest” in a Person means beneficial ownership of any securities of such Person.

“London Stock Exchange” means the London Stock Exchange plc.

“New Securities” means any shares of any kind, class or series of the capital stock of the Corporation, whether now or hereafter authorized, to be offered and sold pursuant to a public offering on AIM or the London Stock Exchange.

“Offer” means a written offer made in accordance with Sections 2 and 4 through 8 of Article 5 hereof and may, subject to Sections 2 and 4 through 8 of Article 5 hereof, include an offer to consummate a takeover, merger or consolidation transaction, however effected, including a reverse takeover, partial offer, tender offer, a court-imposed scheme (including a plan of reorganization under insolvency or bankruptcy laws), or an offer by a parent corporation for shares in its subsidiary.

“Offeror” has the meaning given to it in Section 2 of Article 5 hereof and includes Persons wherever organized or resident.

“Offer Period” means the period from the time when an announcement is made of a proposed or possible Offer (with or without terms) until the first closing date of the Offer or, if later, the date when the Offer becomes or is declared unconditional as to acceptances or lapses. An announcement that a holding, or aggregate holdings, of shares carrying thirty percent (30%) or more of the Voting Rights is for sale or that the Board is seeking potential offers to acquire Control will be treated as the announcement of a possible Offer for the purposes of determining the applicable Offer Period.

“Operator” means any Person who is a shareholder in the Corporation by virtue of his, her or its holding stock as trustee on behalf of those who have elected to hold stock in the Corporation in dematerialized form through a depository interest.

“Person” means any individual, corporation, firm, partnership (general or limited), association, limited liability company, joint venture, trust, estate or other legal entity or organization.

“Pro Rata Share” means, in relation to a shareholder, that share which is in the same proportion as the number of shares of the Corporation’s capital stock held by such shareholder bears to the total number of issued and outstanding shares of the Corporation’s capital stock, in each case as at the date of the Rights Notice (as such term is defined in Article VI hereof).

“Restrictions” means one or more of the restrictions referred to in Section 7 of Article 8 hereof, as determined by the Board.

“Rights Issue” means an offer or issue to or in favor of shareholders identified from the register of the Corporation’s shareholders (or in the Corporation’s depository agent’s records) made from the stock ledger of the Corporation on a date fixed by the Board (being an offer capable of acceptance for a period fixed by the Board) where the New Securities respectively attributable to the interests of all such shareholders are proportionate (as nearly as practicable) to the respective number of shares of the Corporation’s capital stock held by them on that date, subject to such exclusions or other arrangements (if any) as the Board considers necessary or expedient, in its sole and absolute discretion, to address fractional entitlements or legal or practical problems under the laws of any country, territory or political subdivision thereof, or the requirements of any relevant regulatory body or stock exchange in any jurisdiction.

“Specified Shares” means the shares specified in a Disclosure Notice.

“US Reporting Corporation” means a Person with one or more classes of equity securities registered under the Exchange Act.

“Voting Rights” means all the voting rights attributable to the issued and outstanding securities of the Corporation, which are exercisable at a meeting of the shareholders of the Corporation at the relevant time.

## ARTICLE 5. TAKEOVER PROVISIONS

Section 1. From the date of Admission, and for so long as the Corporation has any shares of its capital stock admitted to trading on AIM (or any successor body or organization), the provisions of Sections 2 through 16 of this Article 5 shall remain in full force and effect; provided, however that the provisions of Sections 2 through 16 of this Article 5 shall cease to apply as soon as the Corporation becomes a corporation that has a class of shares registered with the Securities and Exchange Commission pursuant to section 12 or 15 of the Securities Exchange Act of 1934, or any successor statute or amendment thereto.

Section 2. Subject to the WBCA, the Exchange Act (if the Corporation is a US Reporting Corporation) and any applicable SEC regulations, when:

- (a) any Person acquires, whether by a series of transactions over a period of time or not, beneficial ownership of securities that (taken together with securities held or acquired by Persons acting in concert with such Person) represent thirty percent (30%) or more of the Voting Rights; or
- (b) any Person who, together with Persons acting in concert with such Person, holds beneficial ownership of securities representing not less than thirty percent (30%) but not more than fifty percent (50%) of the Voting Rights and such Person, or any Person acting in concert with such Person, acquires additional securities that will increase his, her or its percentage of the Voting Rights,

then such Person and any Person acting in concert with such Person (each such Person referred to herein as the “Offeror”) shall extend an Offer, on the basis set out in Sections 4 through 8 of this Article 5, to the holders of all the issued and outstanding shares of capital stock of the Corporation. Offers for different classes of shares must be comparable.

Section 3. The taking of an option to acquire securities will be deemed to constitute the acquisition of securities giving rise to the obligation to make an Offer under Section 2 of this Article 5 where the relationship and arrangements between the parties concerned are such that effective Control has passed to the taker of the option. The acquisition of Voting Rights, or general control of them, as distinct from the associated securities, itself will be deemed to be an acquisition of the associated securities.

Section 4. Each member of a group of Persons acting in concert that constitutes an Offeror will have a joint and several obligation to extend an Offer.

Section 5. In respect of any Offer(s) made under Section 2 of this Article 5:

- (a) such Offer(s) must be conditional only upon the Offeror having received acceptances in respect of securities which, together with securities acquired or agreed to be acquired before or during the Offer, will result in the Offeror, and any Person acting in concert with him, her or it, holding securities representing more than fifty percent (50%) of the Voting Rights; and
- (b) no acquisition of securities which would give rise to the obligation to make an Offer under Section 2 of this Article 5 may be made if the making or implementation of such Offer would or might be dependent on the passing of a resolution at any meeting of the shareholders or beneficial owners of the Offeror or upon any other condition, consent or arrangement.

Section 6. An Offer must, in respect of each class or series of shares in the Corporation, be in cash (or be accompanied by a cash alternative) at not less than the highest price paid by the Offeror (or any Person acting in concert with him, her or it) for shares of that class or series during the Offer Period and within twelve (12) months prior to the commencement of the Offer Period. An Offer must be made in writing and publicly disclosed, and must be open for acceptance for a period of not less than thirty (30) days and, if the Offer is made conditional as to acceptances and becomes or is declared unconditional as to acceptances, the Offer must remain open for not less than fourteen (14) days after the date on which it would otherwise have expired.

Section 7. When shares of the Corporation have been acquired for consideration other than cash in a transaction giving rise to an obligation to make an Offer under Section 2 of this Article 5, the Offer must nevertheless be in cash or be accompanied by a cash alternative of at least equal value, which value must be determined by an independent valuation.

Section 8. In calculating the price paid for shares of the Corporation, stamp duty and broker's commission, if any, shall be excluded.

Section 9. If shares of the Corporation have been acquired in exchange for listed securities in a transaction giving rise to an obligation to make an Offer under Section 2 of this Article 5, the price paid for such shares will be established by reference to the middle market price of such listed securities on the applicable market on the date of such acquisition.

Section 10. If shares of the Corporation are admitted to trading on AIM and have been acquired by the conversion or exercise (as applicable) of convertible securities, warrants, options or other subscription rights, the price paid for such shares will normally be established by reference to the middle market price of such shares on the London Stock Exchange at the close of business on the day on which the relevant exercise or conversion notice was submitted. If, however, the convertible securities, warrants, options or subscription rights were acquired during the Offer Period or within twelve (12) months prior to its commencement, they will be treated as if they were purchases of the underlying shares at a price equal to the sum of the purchase price of such convertible securities, warrants, options or subscription rights plus the relevant conversion or exercise price paid (or, if such convertible securities, warrants, options or subscription rights have not yet been converted or exercised, the maximum conversion or exercise price payable under the relevant conversion or exercise terms).

Section 11. In the event that any director of the Corporation (or any of his or her affiliates) sells shares of the Corporation to a purchaser as a result of which the purchaser is required to make an Offer under Section 2 of this Article 5, such director must ensure that as a condition of the sale the purchaser undertakes to fulfill its obligations under Section 2 of this Article 5. In addition, subject to Section 16 of this Article 5, such director shall not resign from the Board until the first closing date of the Offer or the date when the Offer becomes or is declared wholly unconditional, whichever is the later.

Section 12. No Offeror or nominee of an Offeror may be appointed to the Board, nor may an Offeror exercise the Voting Rights represented by the securities of the Corporation held by such Offeror, until public disclosure of the Offer has been made.

Section 13. The obligation to make an Offer under Section 2 of this Article 5 may be waived in the circumstances and with the relevant consent described below:

(a) the obligation may be waived in any circumstance with the consent of the holders of at least seventy-five percent (75%) of the shares of Common Stock of the Corporation voting or approving in person or by proxy at an annual or special meeting of the shareholders or by written shareholder consent (excluding for this purpose the Voting Rights of the Offeror and any Persons who are affiliated or acting in concert with the Offeror);

(b) if an allotment of New Securities by the Corporation as consideration for an acquisition or a cash subscription would otherwise result in an obligation to make an Offer under Section 2 of this Article 5, the obligation may be waived with the consent of the holders of a majority of the Voting Rights of those Persons who are neither the proposed allottee(s) of the New Securities nor affiliated or acting in concert with the proposed allottee(s) of such New Securities; or

(c) if an underwriter incurs an obligation under Section 2 of this Article 5 unexpectedly (e.g., as a result of an inability to complete a distribution of securities of the Corporation), the obligation may be waived with the consent of the holders of a majority of the Voting Rights of those Persons who are neither the underwriter(s) nor affiliated or acting in concert with such underwriter(s).

Section 14. If an Offeror shall fail to comply with Sections 2 and 5 through 8 of this Article 5, or shall fail to comply with such Offeror's obligations under the Offer, and shall persist in such failure after written notice from the Corporation to such Person(s), the Board may:

- (a) require such Person(s) to provide such information as the Board considers appropriate;
- (b) make an award for costs against the Offeror;
- (c) determine that some or all of such securities acquired in breach of Sections 2 and 5 through 8 of this Article 5 be sold;
- (d) direct that the Offeror shall not be entitled to exercise any Voting Rights; and/or
- (e) direct that no dividends shall be paid in respect of all or any of the capital stock of the Corporation held by the Offeror.

The restrictions in subparagraphs (d) and (e) of this Section 15 may be waived at the discretion of the Board, and shall be waived when (i) the shares subject to such restrictions are proved to the reasonable satisfaction of the Board to have been sold to a new beneficial owner that is not affiliated or acting in concert with the Offeror, (ii) such shares have been sold pursuant to an Offer made to all holders of shares of the Corporation on terms which do not differentiate between such holders; or (iii) the provisions of this Article 5 relating to the Offer or, as the case may be, the Offeror's obligations under the Offer, have been complied with in full.

Section 15. If a director of the Corporation is affiliated with an Offeror, he or she shall forthwith vacate his or her office if his or her resignation is requested by notice tendered at a meeting of the Board by all other directors who are not so affiliated. For purposes hereof, like notices signed by each such director shall be effective as a single notice signed by all such directors.

## **ARTICLE 6. PREEMPTIVE RIGHTS**

Section 1. Subject to the WBCA, these Articles and the terms of any resolution creating new shares of capital stock of the Corporation:

(a) the unissued shares from time to time shall be under the control of the Board, which may allot the same to such Persons, for cash or for such other consideration which is not cash, with such restrictions and conditions, in excess of their nominal value or at their nominal value and/or with payment of commission and at such times as the Board shall deem appropriate; and

(b) the Board shall have the power to cause the Corporation to grant to any Person the option to acquire from the Corporation any unissued shares, in each case on such terms as the Board shall deem appropriate.

Section 2. Unless otherwise determined by shareholders of the Corporation holding at least seventy-five percent (75%) of the shares of the Common Stock of the Corporation voting or approving in person or by proxy at an annual or special meeting of the shareholders or by

written shareholder consent, each shareholder shall have a preemption right as set out in Section 3 of this Article 6 to purchase his, her or its Pro Rata Share of any New Securities that the Corporation may from time to time propose to sell and issue wholly for cash, subject to such exclusions or other arrangements (if any) as the Board may deem necessary or expedient, in its sole and absolute discretion, to deal with fractional entitlements or legal or practical problems under the laws of any country, territory or political subdivision thereof, or the requirements of any regulatory authority or stock exchange in any jurisdiction.

Section 3. Subject to Section 4 of this Article 6, if the Corporation proposes to issue New Securities, it shall give each shareholder of the Corporation written notice (the “Rights Notice”) of its intention, which notice shall describe the New Securities, the price per Share of such New Securities, the general terms upon which the Corporation proposes to allot the New Securities, the number of shares that the shareholder has the right to purchase, and a statement that each shareholder shall have not less than twenty one (21) days from delivery of the Rights Notice to agree to purchase all or any part of his, her or its Pro Rata Share of such New Securities for the price and upon the general terms specified in the Rights Notice. A shareholder may elect to purchase all or any part of his, her or its Pro Rata Share of New Securities by giving written notice to the Corporation prior to the expiration of the period contained in the applicable Rights Notice, which sets forth the quantity of New Securities to be purchased by the shareholder. If a shareholder fails to exercise its preemption right within the period specified in the Rights Notice, the Corporation shall have one hundred and twenty (120) days after expiration of the period contained in the applicable Rights Notice to sell the unsold New Securities at a price and upon general terms no more favorable to the purchasers than specified in the Rights Notice. If the Corporation has not allotted the New Securities within that period, the Corporation shall not thereafter issue or sell any New Securities without first offering such securities to the shareholders of the Corporation in the manner provided above.

Section 4. The Corporation may, at any time and from time to time upon approval by the Board, allot New Securities as if Section 3 of this Article 6 did not apply to such allotment, provided that such power shall be limited to:

(a) the allotment for cash of New Securities provided that the nominal amount of such shares or the shares into which such New Securities may be converted, during any twelve (12) month period, does not exceed, in the aggregate, ten percent (10%) of the outstanding shares of Common Stock from time to time; or

(b) the allotment of New Securities in connection with a Rights Issue.

Section 5. The provisions of Section 1 through Section 4 of this Article 6 shall cease to apply as soon as the Corporation becomes a corporation that has a class of shares registered with the Securities and Exchange Commission pursuant to section 12 or 15 of the Securities Exchange Act of 1934, or any successor statute or amendment thereto.

## **ARTICLE 7. DISCLOSURE OF VOTING RIGHTS**

Section 1. Without prejudice to and in addition to any obligation to disclose under the Disclosure and Transparency Rules, a Person must notify the Corporation of the percentage

of his, her or its Voting Rights if the percentage of Voting Rights which he, she or it holds, directly or indirectly, as a shareholder of the Corporation or through his, her or its direct or indirect holding of financial instruments as set out in the Disclosure and Transparency Rules (or a combination of such holdings):

(a) reaches, exceeds or falls below three percent (3%), four percent (4%), five percent (5%), six percent (6%), seven percent (7%), eight percent (8%), nine percent (9%), ten percent (10%) and each one percent (1%) threshold thereafter up to one hundred percent (100%); or

(b) reaches, exceeds or falls below an applicable threshold in Section 1(a) of this Article 7 as a result of events changing the breakdown of Voting Rights and on the basis of information disclosed by the Corporation in accordance with the requirements of the Disclosure and Transparency Rules (or in accordance with requirements which are treated as equivalent to those set out in the Disclosure and Transparency Rules).

Section 2. Without prejudice to and in addition to any obligation to disclose under the Disclosure and Transparency Rules, the notification to the Corporation shall be effected as soon as possible, but in any event no later than two (2) trading days after the date on which the relevant Person:

(a) learns of the acquisition or disposal or of the possibility of exercising Voting Rights, or on which, having regard to the circumstances, should have learned of it, regardless of the date on which the acquisition, disposal or possibility of exercising Voting Rights takes effect; or

(b) is informed about the event mentioned in Section 1(b) of this Article 7.

Section 3. A notification must be made using the form TR1 available in electronic format at the FSA's website at [www.fsa.gov.uk](http://www.fsa.gov.uk).

Section 4. The provisions of Section 1 through Section 3 of this Article 7 shall apply so long as the Corporation has a class of securities admitted for trading on AIM.

## **ARTICLE 8. DISCLOSURE OF INTERESTS**

Section 1. For the purposes of this Article 8:

(a) a Person who is interested in a right to subscribe for, or convert into, shares of the Corporation shall be deemed to be interested in shares and references to interests in shares shall include any interest whatsoever in such shares including, without limitation:

(i) a right to control, directly or indirectly, the exercise of any right conferred by the holding of shares alone or in conjunction with any Person and the interest of any Person shall be deemed to include the interest of any other Person deemed to be so acting in concert;

(ii) the interest of a beneficiary of a trust of property where such interest in shares is comprised in the property; and



(iii) Persons having a joint interest are taken each of them to have that interest.

(b) a Person is taken to have an interest in shares of the Corporation if:

(i) he, she or it enters into a contract for their purchase by him, her or it (whether for cash or other consideration);

(ii) not being the registered holder, he, she or it is entitled to exercise any right conferred by the holding of the shares or is entitled to control the exercise of any such right;

(iii) if otherwise than by virtue of having an interest under a trust, he, she or it has a right to call for delivery of the shares to himself, herself or itself or to his, her or its order, whether the right or obligation is conditional or absolute; or

(iv) if otherwise than by virtue of having an interest under a trust, he, she or it has a right to acquire an interest in shares or is under an obligation to take an interest in shares whether the right or obligation is conditional or absolute.

(c) a Person shall be treated as appearing to be interested in shares of the Corporation if:

(i) the Person has been named in a Disclosure Notice as being interested;

(ii) in response to a Disclosure Notice, the Person holding the Specified Shares or another Person appearing to be interested in them has failed to establish the identities of those who are interested and (taking into account the response and other relevant information) the Corporation has reasonable cause to believe that the Person in question is or may be interested in such shares; or

(iii) the Person holding the Specified Shares is an Operator and the Person in question has notified the Operator that he, she or it is so interested.

Section 2. The Board may serve a Disclosure Notice in writing on any Person whom the Board knows or has reasonable cause to believe to be interested in shares of the Corporation, requiring such Person to indicate whether or not it is the case and, where such Person holds any interest in any such shares, to give such further information as may be required by the Board.

Section 3. Any Disclosure Notice may require the Person to whom it is addressed to give particulars of his, her or its own present interest in shares of the Corporation.

Section 4. A notice under Section 2 of this Article 8 shall require any information given in response to the Disclosure Notice to be given in writing within such reasonable time as may be specified in the Disclosure Notice (subject to Section 11 and Section 13 of this Article 8).

Section 5. A notice which has taken effect under Section 2 of this Article 8 shall remain in effect in accordance with its terms following a transfer of the shares of the Corporation to which it relates unless and until the Board determines otherwise and notifies the shareholder accordingly.

Section 6. Notwithstanding anything in this Article 8 to the contrary, if:

(a) a Disclosure Notice has been served on a Person appearing to be interested in Specified Shares; and

(b) the Corporation has not received the information required in respect of the Specified Shares within a period of fourteen (14) days (subject to Section 11 and Section 13 of this Article 8) after the service of the Disclosure Notice, then the Board may determine that the shareholder holding or who is interested in Specified Shares is subject to the Restrictions in respect of such shares. The Corporation shall, as soon as practicable after the determination, give notice to the relevant Person stating that (until such time as the Board determines otherwise under Section 13 of this Article 8) the Specified Shares shall be subject to the Restrictions stated in the notice.

Section 7. Subject to Section 8, Section 11 and Section 13 of this Article 8, the Restrictions which the Board determines applicable to Specified Shares shall be one or more (as determined by the Board) of the following:

(a) the Person holding the Specified Shares shall not be entitled, in respect of the Specified Shares, to be present or to vote (either personally, or by proxy or otherwise) at an annual or special meeting or at a separate meeting of the holders of a class or series of shares of the Corporation, or to exercise any other right in relation to an annual or special meeting or a separate class meeting;

(b) no transfer of the Specified Shares shall be effective or shall be recognized by the Corporation; and

(c) no dividend or other sums which would otherwise be payable on or in respect of the Specified Shares shall be paid to the Person holding the Specified Shares and, in circumstances where an offer of the right to elect to receive shares instead of cash in respect of a dividend is or has been made, an election made in respect of the Specified Shares shall not be effective.

Section 8. The Board may determine that one or more Restrictions imposed on Specified Shares shall cease to apply at any time. If the Corporation receives the information required in the relevant Disclosure Notice, the Board shall, within seven (7) days of receipt, determine that all Restrictions imposed on the Specified Shares shall cease to apply. In addition, the Board shall determine that all Restrictions imposed on the Specified Shares shall cease to apply if the Corporation receives an executed and if necessary duly stamped instrument of transfer in respect of the Specified Shares, which would otherwise be given effect to:

(a) if the transfer is made pursuant to a sale of the Specified Shares on AIM;

(b) if the transfer is by way of an acceptance of an offer to acquire all the shares in the Corporation or all the shares in the Corporation of any class or series or classes or series (other than shares which at the date of the Offer are already held by the Offeror), being an offer on terms which are the same in relation to all the shares to which the offer relates or, where such shares include shares of different classes, in relation to all the shares of each class; or

(c) if the transfer is made pursuant to a sale which is shown to the satisfaction of the Board to be a bona fide sale of the whole of the beneficial interest in the Specified Shares to a Person who is unconnected with the transferor or with any other Person appearing to be interested in the shares.

Section 9. Where dividends or other sums payable on Specified Shares are not paid as a result of Restrictions having been imposed, the dividends or other sums shall accrue and be payable (without interest) on the relevant Restrictions ceasing to apply.

Section 10. If the Board makes a determination under Section 8 of this Article 8, it shall notify the purported transferee as soon as practicable and any Person may make representations in writing to the Board concerning the determination. Neither the Corporation nor the Board shall in any event be liable to any Person as a result of the Board having imposed Restrictions, or failed to determine that Restrictions shall cease to apply, if the Board has acted in good faith.

Section 11. Where the Specified Shares represent less than one-quarter of one percent (0.25%) of the issued and outstanding shares of the Corporation or shares of the same class as the Specified Shares in issue at the date of issue of the relevant Disclosure Notice, then:

(a) the period of fourteen (14) days referred to in Section 6(b) of this Article 8 is to be treated as a reference to a period of twenty-eight (28) days; and

(b) any determination made by the Board under Section 8 of this Article 8 may only impose the Restrictions referred to in Section 7(a) of this Article 8.

Section 12. Shares issued in respect of Specified Shares that are at the relevant time subject to particular Restrictions shall, on issue, become subject to the same Restrictions as the relevant Specified Shares. For this purpose, shares which the Corporation procures to be offered to shareholders pro rata (or pro rata ignoring fractional entitlements and shares not offered to certain shareholders by reason of legal or practical problems associated with offering shares outside the United Kingdom) shall be treated as shares issued in respect of Specified Shares.

Section 13. The Board may, in its sole and absolute discretion, suspend, in whole or in part, the imposition of a Restriction, either permanently or for a given period, and may pay a dividend or other sums payable in respect of the Specified Shares to a trustee (subject to the Restriction referred to in Section 7(c) of this Article 8). Notice of suspension, specifying the Restrictions suspended and the period of suspension, shall be given by the Corporation to the relevant shareholder as soon as practicable.

Section 14. Where a Disclosure Notice is served on an Operator, the obligations of the Operator shall be limited to disclosing information recorded by it relating to a Person appearing to be interested in the shares held by it.

Section 15. The provisions of Section 1 through Section 14 of this Article 8 shall cease to apply as soon as the Corporation becomes a corporation that has a class of shares registered with the Securities and Exchange Commission pursuant to section 12 or 15 of the Securities Exchange Act of 1934, or any successor statute or amendment thereto.

## **ARTICLE 9. DEPOSITARY INTERESTS**

The Board shall, subject always to any applicable laws and regulations, the facilities and requirements of any relevant system concerned and the bylaws of the Corporation, have power to implement and/or approve any arrangements it may, in its sole and absolute discretion, think fit in relation to (without limitation) the evidencing of title to and transfer of interest in shares in the capital of the Corporation in the form of depositary interests or similar interests, instruments or securities and, to the extent such arrangements are so implemented, no provision of these Articles shall apply or have effect to the extent that it is in any respect inconsistent with the holding or transfer of the shares in the capital of the Corporation represented thereby. The Board may from time to time take such actions and do such things as it may, in its sole and absolute discretion, think fit in relation to the operation of any such arrangements.

## **ARTICLE 10. SEVERABILITY**

If any provision of Article 5 through Article 8 of these Articles or any part of any such provision is held under any circumstances to be invalid or unenforceable in any jurisdiction, then:

(a) such provision or part thereof shall, with respect to such circumstances and in such jurisdiction, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent;

(b) the invalidity or unenforceability of such provision or part thereof under such circumstances and in such jurisdiction shall not affect the validity or enforceability of such provision or part thereof under any other circumstances or in any other jurisdiction; and

(c) the invalidity or unenforceability of such provision or part thereof shall not affect the validity or enforceability of the remainder of such provision or the validity or enforceability of any other provision of the relevant Article or any other Article hereof. Each provision of each of Article 5 through Article 8 hereof is separable from every other provision of each of such Articles, and each part of each provision of each of such Articles is separable from every other part of such provision.

## **ARTICLE 11. STATUTORY PREEMPTIVE RIGHTS**

The shareholders of the Corporation shall not have statutory preemptive rights to acquire additional shares issued by the Corporation.

## **ARTICLE 12. NO CUMULATIVE VOTING**

No cumulative voting for directors shall be permitted in any election of directors.

## **ARTICLE 13. DIRECTOR LIABILITY**

To the full extent that the WBCA, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of the liability of directors, a director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for

conduct as a director. Any amendments to or repeal of this Article 13 shall not adversely affect any right or protection of a director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

#### **ARTICLE 14. INDEMNIFICATION**

The Corporation has the power to indemnify (including the power to advance expenses to) its directors, officers, employees and agents made a party to a proceeding, as defined in the WBCA, without regard to the limitations in RCW 23B.08.510 through RCW 23B.08.550; provided, however, that no such indemnity shall indemnify any such director, officer, employee or agent from or on account of: (a) acts or omissions of such director, officer, employee or agent finally adjudged to be intentional misconduct or a knowing violation of law; (b) conduct of the director, officer, employee or agent finally adjudged to be in violation of RCW 238.08.310; or (c) any transaction with respect to which it was finally adjudged that such director, officer, employee or agent personally received a benefit in money, property or services to which such person was not legally entitled.

#### **ARTICLE 15. AMENDMENTS**

Section 1. Except as expressly provided herein, the Corporation reserves the right to amend or repeal any provisions contained in these Articles in any manner now or hereafter permitted by statute. All rights of shareholders of the Corporation and all powers of directors of the Corporation are granted subject to this reservation.

Section 2. Notwithstanding any other provision of these Restated Articles or any provision of applicable law that might otherwise permit a lesser or no vote or no vote, following Admission, the affirmative vote of seventy-five percent (75%) of the voting power of all of the then outstanding capital stock of the Corporation, voting together as a single class, shall be required to alter, amend or repeal Article 4 or Article 6 through Article 8 (other than any amendment of such Article or Articles in connection with a restatement of these Articles).

#### **ARTICLE 16. SHAREHOLDER ACTION BY WRITTEN CONSENT**

An action required or permitted to be taken at a meeting of shareholders of the Corporation may be taken without a meeting or a vote of shareholders by written consent of all or less than all of the shareholders entitled to vote on the action, to the fullest extent permitted by the WBCA, as it may be amended from time to time. The Corporation shall give written notice of action so taken, before the date on which the action becomes effective, to those shareholders who have not consented in writing. Further, if nonvoting shareholders are otherwise entitled to notice of a meeting of shareholders to consider the action, then such notice shall also be given to all nonvoting shareholders. Any such notice shall include copies of all resolutions duly adapted by the shareholders consenting to the taking of the action.


#### **ARTICLE 17. SHAREHOLDER APPROVAL**

Unless these Articles provide for a greater voting requirement for any voting group of shareholders, the affirmative vote or written consent of a majority of all of the votes entitled to be cast by a voting group shall be sufficient, valid and effective to approve and authorize any

acts of the Corporation that, under the WBCA, would otherwise require the approval of two-thirds (2/3) of all of the votes entitled to be cast, including, without limitation: (a) an amendment to these Articles; (b) the merger of the Corporation into another corporation or the merger of one or more other corporations into the Corporation; (c) the acquisition by another corporation of all of the outstanding shares of one or more classes or series of capital stock of the Corporation; (d) the sale, lease, exchange or other disposition by the Corporation of all or substantially all of its property otherwise than in the usual and regular course of business; or (e) the dissolution of the Corporation.

Executed to certify that the foregoing constitute the duly adopted Tenth Amended and Restated Articles of Incorporation of HaloSource, Inc., this 17th day of May, 2017.

HaloSource, Inc.



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Craig Crowell, *Corporate Secretary*