

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. IF YOU ARE IN ANY DOUBT ABOUT THE OFFER, THE CONTENTS OF THIS DOCUMENT OR THE ACTION YOU SHOULD TAKE, YOU SHOULD IMMEDIATELY CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER INDEPENDENT PROFESSIONAL ADVISER DULY AUTHORISED UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000 (AS AMENDED) IF YOU ARE RESIDENT IN THE UNITED KINGDOM, OR, IF NOT, ANOTHER APPROPRIATELY AUTHORISED INDEPENDENT FINANCIAL ADVISER IF YOU ARE TAKING ADVICE IN A TERRITORY OUTSIDE THE UNITED KINGDOM.

If you sell, have sold or have otherwise transferred all of your Collagen Shares (other than pursuant to the Offer), please send this document and the accompanying documentation, as soon as possible, to the purchaser or transferee or stockbroker, bank or other agent through whom the sale or transfer was effected for onward transmission to the purchaser or transferee. **However, this document should not be forwarded or transmitted in or into or from any jurisdiction where to do so would constitute a violation of the relevant laws of that jurisdiction, including, but not limited to, any Restricted Jurisdiction.** If you have sold or otherwise transferred only part of your holding of Collagen Shares, you should retain these documents and consult your stockbroker, bank or other agent through whom the sale or transfer was effected immediately.

The release, publication or distribution of this document and accompanying documentation in whole or in part, directly or indirectly in, into or from certain jurisdictions other than the United Kingdom may be restricted by the laws of those jurisdictions. Persons who are not resident in the United Kingdom or who are subject to the laws of other jurisdictions into whose possession this document and/or accompanying documentation comes should inform themselves of, and observe, any applicable legal and regulatory requirements. In particular, the ability of persons who are not resident in the United Kingdom to accept, or to procure the acceptance of, the Offer may be affected by the laws of the relevant jurisdiction in which they are located. Further details in relation to Overseas Shareholders are contained in this document. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction.

You should read carefully the whole of this document, including any documents incorporated into it by reference, and the accompanying Form of Acceptance (if you hold Collagen Shares in certificated form).

Your attention is drawn to the letter from the Non-Executive Chairman of Collagen set out in Part I (Letter from the Non-Executive Chairman of Collagen) of this document, which contains the unanimous recommendation of the Independent Collagen Directors to accept the Offer.

RECOMMENDED CASH OFFER

by

ROSEN'S DIVERSIFIED, INC.

to acquire the entire issued and to be issued ordinary share capital of

COLLAGEN SOLUTIONS PLC

(incorporated in England and Wales with registered number 08446337)

other than those shares already owned by Rosen's Diversified, Inc.

The procedure for acceptance of the Offer is set out on pages 23 to 26 of this document and, in respect of Collagen Shares in certificated form, in the Form of Acceptance. To accept the Offer in respect of Collagen Shares in certificated form (that is, not in CREST), you must complete, sign and return the accompanying Form of Acceptance (along with your valid share certificate(s) and/or other document(s) of title) as soon as possible and, in any event, so as to be received by the Receiving Agent, Neville Registrars by no later than 1.00 p.m. (London time) on 5 October 2020. Acceptances in respect of Collagen Shares in uncertificated form (that is, in CREST) should be made electronically through CREST so that the TTE instruction settles no later than 1.00 p.m. (London time) on 5 October 2020. If you are a CREST sponsored member, you should refer to your CREST sponsor as only your CREST sponsor will be able to send the necessary TTE instruction to Euroclear.

Strand Hanson Limited, which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting exclusively as financial adviser to RDI and no-one else in connection with the Offer and other matters described in this document and will not be responsible to anyone other than RDI for providing the protections afforded to clients of Strand Hanson Limited nor for providing advice in relation to the Offer, the contents of this document or any other matter referred to herein. Neither Strand Hanson Limited nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Strand Hanson Limited in connection with this document, any statement contained herein or otherwise.

England & Company LLC, through its wholly owned subsidiary, England Securities, LLC, is acting as joint financial adviser to Collagen and no-one else in connection with the Offer and other matters described in this document and will not be responsible to anyone other than Collagen for providing the protections afforded to clients of England & Company LLC nor for providing advice in relation to the Offer, the contents of this document or any other matter referred to herein. Neither England & Company LLC nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of England & Company LLC in connection with this document, any statement contained herein or otherwise.

Goodbody Stockbrokers UC, trading as Goodbody, which is regulated in Ireland by the Central Bank of Ireland and in the UK by the Financial Conduct Authority, is acting as sole Rule 3 adviser and joint financial adviser to Collagen and no-one else in connection with the Offer and other matters described in this document and will not be responsible to anyone other than Collagen for providing the protections afforded to clients of Goodbody Stockbrokers UC nor for providing advice in relation to the Offer, the contents of this document or any other matter referred to herein. Neither Goodbody Stockbrokers UC nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Goodbody Stockbrokers UC in connection with this document, any statement contained herein or otherwise.

Cenkos Securities plc, which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting exclusively as nominated adviser and broker to Collagen and no-one else in connection with the Offer and other matters described in this document and will not be responsible to anyone other than Collagen for providing the protections afforded to clients of Cenkos Securities plc nor for providing advice in relation to the Offer, the contents of this document or any other matter referred to herein. Neither Cenkos Securities plc nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Cenkos Securities plc in connection with this document, any statement contained herein or otherwise.

Overseas shareholders

The attention of all Collagen Shareholders who are citizens, nationals or residents of jurisdictions outside the United Kingdom and any persons (including, without limitation, any custodians, nominees or trustees) who would, or otherwise intend to, forward this document or the Form of Acceptance outside the United Kingdom is drawn to paragraph 8 of Part C of Appendix I of this document and, in respect of Collagen Shares held in certificated form, to the relevant provisions of the Form of Acceptance.

The availability of the Offer to persons who are not resident in the United Kingdom, and the release, publication and distribution of this document and accompanying documentation in jurisdictions other than the United Kingdom, may be restricted by the laws of jurisdictions other than the United Kingdom. Persons who are not resident in the United Kingdom should inform themselves about and observe any applicable legal or regulatory requirements of their relevant jurisdiction. Failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction. In particular, the ability of persons who are not resident in the United Kingdom to participate in the Offer may be affected by the laws of the relevant jurisdictions in which they are located.

Any person (including custodians, nominees and trustees) who would, or otherwise intend to, or may have a legal or contractual obligation to, forward this document, the Form of Acceptance and/or any related document to any jurisdiction outside the United Kingdom, should inform themselves of, and observe any applicable legal or regulatory requirements of any relevant jurisdiction. If you are in any doubt about your position, you should consult with your legal adviser in the relevant jurisdiction without delay.

This document and the Form of Acceptance has been prepared for the purposes of complying with English law, the Code and the AIM Rules and the information disclosed may not be the same as that which would have been disclosed if this document and the Form of Acceptance had been prepared in accordance with the laws and regulations of jurisdictions outside the United Kingdom. The Offer will be implemented in accordance with applicable English law and will be subject to the applicable requirements of the Code, the Disclosure Guidance and Transparency Rules of the FCA, the Panel and the rules of the London Stock Exchange (including the AIM Rules).

Unless otherwise determined by RDI or required by the Code, and permitted by applicable law and regulation, the Offer is not being and will not be made, directly or indirectly, in, into or from, and will not be capable of acceptance from or within, a Restricted Jurisdiction. Accordingly, copies of this document, the Form of Acceptance and all other accompanying documents relating to the Offer are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction. Persons receiving this document, the Form of Acceptance and all other accompanying documents (including, without limitation, custodians, nominees and trustees) should observe these restrictions and any applicable legal or regulatory requirements of their jurisdiction and must not mail or otherwise forward, distribute or send them in, into or from any such jurisdictions. To the fullest extent permitted by applicable law, the companies and persons involved in the Offer disclaim any responsibility or liability for the violation of such restrictions by any person.

US shareholders

The Offer is for securities of an English company and is being made in the United States in compliance with, and in reliance on, Section 14(e) of the United States Securities Exchange Act of 1934 (the "Exchange Act"), Regulation 14E thereunder, and the exemption therefrom provided by Rule 14d-1(d) under the Exchange Act. The Offer is being made in the United States by RDI and no one else. The Offer is subject to disclosure and procedural requirements of the United Kingdom which are different from those in the United States. In addition, the payment and settlement procedures with respect to the Offer will comply with the relevant UK rules, which differ from US payment and settlement procedures. Neither the United States Securities Exchange Commission nor any securities commission of any state or other jurisdiction of the United States will approve the Offer or review or comment on the adequacy or completeness of this document.

The receipt of cash pursuant to the Offer may have tax consequences in the United States and under other applicable tax laws and such consequences, if any, are not described herein. US Shareholders are urged to consult with their own legal, tax and financial advisers in connection with making a decision regarding the Offer.

To the extent permitted by applicable law, in accordance with, and to the extent permitted by, the Code and normal UK market practice, RDI or nominees or brokers of RDI (acting as agents) or their respective affiliates may from time to time make certain purchases of, or arrangements to purchase, Collagen Shares or other Collagen securities other than pursuant to the Offer at any time prior to completion of the Offer. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any such purchases, or arrangements to purchase, will comply with all applicable requirements of the Code, the AIM Rules and Regulation 14E under the US Exchange Act including Rule 14e-5, to the extent applicable. To the extent required to be disclosed in accordance with applicable regulatory requirements, information about any such purchases will be disclosed on a next day basis to the Panel and will be available from a Regulatory Information Service.

Canadian shareholders

The enforcement by holders of Collagen Shares in Canada, resident in Canada or with a registered address in Canada, and any custodian, nominee or trustee holding Collagen Shares for persons in Canada or with a registered address in Canada (collectively, "Canadian Shareholders") of civil liabilities under Canadian securities laws, to the extent applicable, may be affected adversely by the fact that each of the Company and RDI is incorporated or organised under the laws of a jurisdiction other than Canada, that some or all of their respective officers and directors are and will be residents of countries other than Canada, and that all or a substantial portion of the assets of the Company, RDI and such persons are and will be located outside Canada. As a result, it may be difficult or impossible for Canadian Shareholders to effect service of process within Canada upon the Company, RDI or their respective officers or directors, or to realise against them, upon judgments of courts of Canada predicated upon liabilities under Canadian securities laws.

Canadian Shareholders should be aware that the Offer may have tax consequences in Canada and should consult their own tax advisers to determine the particular tax consequences to them of the Offer in light of their particular circumstances, as well as any tax consequences that may arise under the laws of any other relevant foreign, state, local or other taxing jurisdiction.

Disclosure requirements of the Code

Under Rule 8.3(a) of the Code, any person who is interested in one per cent. or more of any class of relevant securities of Collagen or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the Offer Period and, if later, following the announcement in which any securities exchange offeror is first identified.

An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) Collagen and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th Business Day following the commencement of the Offer Period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th Business Day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of Collagen or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in one per cent. or more of any class of relevant securities of Collagen or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of Collagen or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) Collagen and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the Business Day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of Collagen or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by Collagen and by any offeror and Dealing Disclosures must also be made by Collagen, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the Offer Period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

Purchases outside the Offer

In accordance with normal United Kingdom practice and subject to applicable regulatory requirements, RDI or its nominees or brokers (acting as agents) may from time to time make certain purchases of, or arrangements to purchase, Collagen Shares other than pursuant to the Offer such as in open market or privately negotiated purchases during the period in which the Offer remains open for acceptance. Such purchases, or arrangements to purchase, must comply with English law and applicable rules in the United Kingdom including the Code and the AIM Rules. Information about such purchases will be disclosed in accordance with Rule 8 of the Code.

Cautionary note regarding forward-looking statements

This document (including information incorporated by reference in this document), oral statements made regarding the Offer, and other information published by Collagen and RDI may contain certain 'forward-looking statements' with respect to the financial condition, results of operations and business of Collagen or RDI and certain plans and objectives of the Collagen Directors and the RDI Directors with respect thereto. These forward-looking statements can be identified by the fact that they do not relate to historical or current facts. Forward-looking statements often use words such as "anticipate", "target", "expect", "estimate", "intend", "plan", "goal", "believe", "will", "may", "should", "would", "could" or other words of a similar meaning. Such statements are based on assumptions and assessments made by the Collagen Directors and/or the RDI Directors in light of their experience and their perception of historical trends, current conditions, expected future developments and other factors they believe appropriate.

The statements contained in this document are made as at the date of this document, unless some other time is specified in relation to them, and service of this document shall not give rise to any implication that there has been no change in the facts set forth in this document since such date. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future and the factors described in the context of such forward-looking statements in this document could cause actual results or developments to differ materially from those expressed or implied by such forward-looking statements. Although Collagen and RDI believe that the expectations reflected in such forward-looking statements are reasonable, neither Collagen nor RDI, nor any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this document will actually occur. Other than in accordance with their legal or regulatory obligations (including under the AIM Rules and the Disclosure Guidance and Transparency Rules of the FCA), neither Collagen nor RDI is under any obligation, and Collagen and RDI expressly disclaim any intention or obligation to, update or correct the information contained in this document and Collagen and RDI therefore caution you not to place undue reliance on these forward-looking statements which speak only as at the date of this document.

No profit forecasts, quantified financial benefit statements or estimates

No statement in this document (or any information incorporated by reference into this document) is intended, or is to be construed, as a profit forecast, projection, profit estimate or quantified financial benefit statement for any period. No statement in this document should be interpreted to mean that earnings per Collagen Share for the current or future financial years would necessarily match or exceed the historical published earnings per Collagen Share.

Right to switch to a Scheme of Arrangement

RDI reserves the right to elect, with the consent of the Panel (who may, in determining the offer timetable following such an election, take into account a number of factors including the views of the Independent Collagen Directors), to implement the Offer by way of a

Scheme of Arrangement, as an alternative to the Offer. In such an event, the Offer will be implemented on the same terms or, if RDI so decides, on such other terms being no less favourable, so far as applicable, as those which would apply to the Offer, subject in each case to appropriate amendments to reflect the change in method of effecting the Offer.

No representations

No person has been authorised to make any representations on behalf of Collagen or RDI concerning the Offer which are inconsistent with the statements contained in this document and any such representations, if made, may not be relied upon as having been so authorised. No person should construe the contents of this document as legal, financial or tax advice and recipients of this document should consult their own advisers in connection with the matters contained herein.

Publication on a website and availability of hard copies

This document and the documents required to be published pursuant to Rule 26 of the Code will be available free of charge, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Collagen's website at: <https://ir.collagensolutions.com/content/investors/takeover-documentation> by no later than 12.00 noon (London time) on the Business Day following the date of publication of this document. Save as expressly referred to in this document, the contents of the website referred to in this paragraph are not incorporated into and do not form part of this document or the Form of Acceptance.

A hard copy of this document will be sent to Collagen Shareholders and, for information only, to persons with information rights, participants in the Collagen Share Schemes (other than Collagen Shareholders who are resident in a Restricted Jurisdiction) and to the holder of outstanding warrants. Collagen Shareholders may request a hard copy of this document and/or any information incorporated into this document by reference to another source, free of charge, by contacting the Receiving Agent, Neville Registrars, on 0121 585 1131 from within the UK or +44 (0) 121 585 1131 if calling from outside the UK or by writing to Neville Registrars at Neville House, Steelpark Road, Halesowen, B62 8HD stating your name, and the address to which the hard copy version(s) should be sent. Lines are open from 9.00 a.m. to 5.00 p.m. (London time) Monday to Friday (excluding public holidays in England and Wales). Calls are charged at your network provider's standard rate and may be included within your plan but will vary by provider. Calls to the helpline from outside the United Kingdom will be charged at applicable international rates. Calls may be recorded and randomly monitored for security and training purposes. Please note that Neville Registrars cannot provide advice on the merits of the Offer nor give any financial, tax, investment or legal advice. Collagen Shareholders may also request that all future documents, announcements and information to be sent to them in relation to the Offer should be in hard copy form. Unless you have previously elected to receive hard copies of any such documents, announcements or information, hard copies shall not be sent to you but you may request them.

Information relating to Collagen Shareholders

Please be aware that addresses, electronic addresses and certain information provided by Collagen Shareholders, persons with information rights and other relevant persons for the receipt of communications from Collagen may be provided to RDI during the Offer Period as required under Section 4 of Appendix 4 of the Code to comply with Rule 2.11(c) of the Code.

Taxation

The receipt of cash pursuant to the Offer by Collagen Shareholders may be a taxable transaction under applicable national, state and local, as well as foreign and other tax laws. For summary information on certain limited aspects of the taxation of certain UK Collagen Shareholders, please refer to Appendix IV of this document. Each Collagen Shareholder is urged to consult their independent professional adviser regarding the tax consequences of acceptance of the Offer.

Rounding

Certain figures included in this document have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

Definitions

Capitalised words and phrases used in this document shall have the meanings given to them in Appendix VI of this document.

Date of publication

The date of publication of this document is 14 September 2020.

ACTION TO BE TAKEN

For the reasons set out in this document, the Independent Collagen Directors unanimously recommend that Collagen Shareholders accept the Offer, as all of the Independent Collagen Directors who hold Collagen Shares have irrevocably undertaken so to do in respect of their own beneficial holdings of Collagen Shares. Accordingly, if you wish to accept the Offer it is important that you follow the instructions set out in paragraph 12 of Part II of this document as summarised below.

If you hold Collagen Shares in certificated form:

If you hold your Collagen Shares, or any of them, in certificated form (that is, NOT in CREST), to accept the Offer in respect of all or some of those Collagen Shares, you should complete, sign and return the enclosed Form of Acceptance along with your original share certificate(s) (no copies please) and/or any other relevant document(s) of title as soon as possible and, in any event, so as to be received by post or by hand (during normal business hours only) to the Receiving Agent, Neville Registrars, at Neville House, Steelpark Road, Halesowen, B62 8HD **as soon as possible and, in any event, by not later than 1.00 p.m. (London time) on 5 October 2020.** Further details on the procedure for acceptance of the Offer if you hold any of your Collagen Shares in certificated form are set out in paragraph 12 of Part II of this document, Part D of Appendix I to this document and in the accompanying Form of Acceptance.

A reply-paid envelope, for use within the United Kingdom only, is enclosed for your convenience and may be used by holders of Collagen Shares in certificated form in the United Kingdom for returning their Forms of Acceptance.

If you hold Collagen Shares in uncertificated form:

If you hold your Collagen Shares, or any of them, in uncertificated form (that is, in CREST), to accept the Offer in respect of all or some of those Collagen Shares, you should follow the procedure for Electronic Acceptance through CREST, so that the TTE instruction settles **as soon as possible and, in any event, by not later than 1.00 p.m. (London time) on 5 October 2020.** Further details on the procedure for acceptance of the Offer if you hold any of your Collagen Shares in uncertificated form are set out in paragraph 12 of Part II of this document and in Part E of Appendix I to this document. If you hold your Collagen Shares as a CREST sponsored member, you should refer to your CREST sponsor as only your CREST sponsor will be able to send the necessary TTE instruction to Euroclear.

Regardless of how you hold your Collagen Shares, acceptances of the Offer should be received by not later than 1.00 p.m. (London time) on 5 October 2020, being the First Closing Date of the Offer. You are advised to read the whole of this document carefully.

Helpline

If you have any questions relating to this document and/or the completion and return of the Form of Acceptance, please telephone Neville Registrars on 0121 585 1131 from within the UK or +44 (0) 121 585 1131 if calling from outside the UK, between 9.00 a.m. and 5.00 p.m. (London time) Monday to Friday (excluding English and Welsh public holidays). Calls are charged at your network provider's standard rate and may be included within your plan but will vary by provider. Calls to the helpline from outside the United Kingdom will be charged at applicable international rates. Calls may be recorded and randomly monitored for security and training purposes. Please note that Neville Registrars cannot provide advice on the merits of the Offer nor give any financial, tax, investment or legal advice.

Settlement

Subject to the Offer becoming or being declared wholly unconditional and the First Closing Date having passed, settlement for those Collagen Shareholders who have validly accepted the Offer will be effected within 14 calendar days of such date or, in relation to valid acceptances received after this date whilst the Offer is still open, within 14 calendar days of receipt of that acceptance.

All references to time in this document and the Form of Acceptance are to London time unless otherwise stated.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

The following indicative timetable sets out the expected dates for implementation of the Offer. The dates and times set out in the table below in connection with the Offer may be subject to change in accordance with the terms and Conditions of the Offer, as described in this document. References are to London time.

<i>Event</i>	<i>Time and/or date</i>
Announcement of the Offer	27 August 2020
Offer document published and hard copies posted to Collagen Shareholders	14 September 2020
First Closing Date	1.00 p.m. on 5 October 2020
Latest date for Offer to be declared unconditional as to acceptances ¹	13 November 2020
Payment of consideration due to Collagen Shareholders who have submitted valid acceptances	By no later than 14 calendar days after the date the Offer becomes or is declared wholly unconditional, or within 14 calendar days of the date of receipt of a valid and complete acceptance, whichever is the later

Note:

- 1 Please note that, if the Offer becomes unconditional, it will remain open for acceptance for not less than 14 calendar days from the date on which it would otherwise have expired.

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PART I

LETTER FROM THE NON-EXECUTIVE CHAIRMAN OF COLLAGEN



(Incorporated in England and Wales with registered number 08446337)

The Independent Collagen Directors:

Chris Brinsmead *(Non-executive Chairman)*
Jamal Rushdy *(Chief Executive Officer)*
Hilary Spence *(Chief Financial Officer and Company Secretary)*
Geoffrey Bennett *(Non-executive director)*
Malcolm Gillies *(Non-executive director)*

Registered office:

c/o Shepherd and Wedderburn LLP
Condor House
10 St. Paul's Churchyard
London
EC4M 8AL

14 September 2020

To: Collagen Shareholders and, for information only, to persons with information rights, participants in the Collagen Share Schemes and the holder of outstanding warrants

Dear Collagen Shareholder,

RECOMMENDED CASH OFFER FOR COLLAGEN SOLUTIONS PLC BY ROSEN'S DIVERSIFIED, INC.

1 Introduction

On 27 August 2020, the Independent Collagen Directors and the RDI Directors announced that they had reached agreement on the terms of a recommended cash offer by RDI for the entire issued and to be issued ordinary share capital of Collagen not already owned by RDI. The Offer Price of 6.5 pence per Collagen Share values the entire existing issued and to be issued ordinary share capital of Collagen, including the existing shareholding of RDI, at approximately £30.41 million on a fully diluted basis.

I am writing to you on behalf of the Independent Collagen Directors to set out the background to, and terms of, the Offer and to explain the reasons why the Independent Collagen Directors, having taken independent financial advice, consider the terms of the Offer to be fair and reasonable and unanimously recommend that all Collagen Shareholders accept the Offer, as the Independent Collagen Directors who currently hold or control Collagen Shares have irrevocably undertaken so to do (or procure to be done) in respect of their own beneficial shareholdings (or the shareholdings they control), amounting, in aggregate, to 15,514,200 Collagen Shares (representing approximately 3.47 per cent. of the existing issued ordinary share capital of Collagen).

RDI is a private company founded in the United States in 1946 and incorporated in 1959. RDI is currently the Company's largest shareholder, holding approximately 18.71 per cent. of Collagen's existing issued ordinary share capital. RDI is a multi-billion dollar, family owned and controlled business involved in food production, agrichemicals and distribution. In addition, RDI, via its subsidiary, SLS, has an existing strategic relationship with the Collagen Group pursuant to the Supply Agreement. Further information on RDI is set out in Part II of this document.

Wade Rosen is a non-executive director of Collagen and a director of RDI, with certain of Mr Rosen's close family members being the majority beneficial owners and controllers of RDI. Mr Rosen is also Executive Vice President of Corporate Development of SLS. In view of Mr Rosen's directorship of, and his family's interests in and control of, RDI, he is not considered to be independent for the purposes of the Offer or the Formal Sale Process. Accordingly, Mr Rosen had no involvement in the decision of the Independent Collagen Directors to initiate the Formal Sale Process. In addition, appropriate procedures were implemented to ensure that Mr Rosen (a) did not have access to information relating to the Formal Sale Process in his capacity as a Collagen Director, and (b) had no involvement in decisions by the Collagen Board in relation

3 Information relating to the Collagen Group

The Collagen Group is a global supplier, developer, and manufacturer of medical grade collagen, tissues, and related medical devices and components for use in regenerative medicine, tissue engineering, and research. The Group's products are used in a wide variety of applications including orthopaedics, cardiovascular, dental, plastic surgery, wound healing, neurology and urology. The Group generates revenue across global markets including North America, Europe, Middle East & Africa and Asia. As at the date of this document, the Collagen Group has 47 employees.

On 31 July 2020, Collagen announced its unaudited full year results for the year ended 31 March 2020, where it reported Group revenue excluding other income of £4.0 million (2019: £4.2 million), Group revenue including other income of £4.5 million (2019: £4.5 million), a loss after taxation of £3.4 million (2019: £1.7 million) and net assets as at 31 March 2020 of £17.9 million (2019: £15.4 million).

Collagen was incorporated in England and Wales on 15 March 2013 and its ordinary shares admitted to trading on AIM on 5 April 2013. Collagen Shares are currently admitted to trading on AIM under the symbol COS and with an ISIN of GB00B94T6Y14.

As at the last Business Day prior to the date of this document, Collagen's issued ordinary share capital comprised 446,878,910 Collagen Shares.

Current trading and prospects

The Collagen Group continues to trade in line with the Collagen Directors' expectations.

The Collagen Group generated revenue in the first quarter of its 2021 financial year of approximately £0.9 million, helped by a reduction in the impact of COVID-19 experienced by the Collagen Group in the last quarter of its financial year to 31 March 2020. The Group's cash balance was £1.6 million at the end of the quarter to 30 June 2020. Following the signature of two new supply agreements in July 2020, the Group's year to date sales plus its confirmed order book stood in excess of £4 million as at 21 July 2020.

As announced on 6 July 2020, Collagen entered into a deed of variation in relation to its existing Bond Subscription Agreement with Norgine Ventures and the related Bond Instrument. The variation provides for a reduction in the capital payments from 1 July 2020 and delays the date of redemption of the bonds by either three or six months from 30 September 2020 for Tranche A and from 31 January 2021 for Tranche B. The exact timing of the delay to the redemption dates and relevant repayments (three or six months) depends on the delivery of specific commercial milestones, in respect of which the Company has confidence and visibility based on its existing customer base and contracted milestones. As at 30 June 2020, the Company had repaid a total of £1.96 million of the principal against the total £3 million drawn.

Additionally, the Independent Collagen Directors believe that the surgical product end-markets of the Collagen Group's customers appear to be recovering from the decline in non-emergency or elective procedure volumes, and customer demand for the Collagen Group's services and biomaterials products has not declined. During the COVID-19 pandemic to date, the Group and its markets have been tested, but are showing resilience. The Independent Collagen Directors continue to believe that the underlying clinical demand for the Collagen Group's products will remain strong in the medium-to-long term, and that the Collagen Group is well positioned in these markets. In this context, the Independent Collagen Directors remain confident that the Company's existing strategy would deliver future value for Collagen Shareholders.

4 Background to and reasons for the Independent Collagen Directors' recommendation of the Offer

In recommending the Offer to Collagen Shareholders, the Independent Collagen Directors, who have been advised by Goodbody, have considered a number of factors, including those set out below.

Formal Sale Process

On 16 April 2020, the Company announced that, following the receipt of interest in the Company, it had decided to conduct a formal review of the various strategic options available to the Company to maximise value for its shareholders. These options included the potential sale of the Company or the sale of one or more of the Company's assets. To facilitate discussions with interested parties, the Company announced

the commencement of a “formal sale process” as set out in the Code. The Company invited indications of interest from interested parties by 15 May 2020.

On 18 May 2020, the Company announced that it had received indications of interest in respect of: (i) a purchase of the Company as a whole; (ii) a purchase or investment in a part of the business of the Company; and (iii) a refinancing of the Company. Following that announcement, the Company engaged with relevant parties in a constructive and positive manner with a view to optimising value for shareholders, resulting in the Offer, which the Independent Collagen Directors believe is in the best interests of Collagen Shareholders.

During the Formal Sale Process, the Company and its advisers had discussions with a wide range of interested parties from North America, Europe, and APAC geographies, entered into confidentiality agreements with all interested parties that requested access to the data room, and subsequently received multiple indications of interest letters. The Company disclosed information in line with market practice to these interested parties, which included detailed commercial, operational, and financial information to those bidders that continued in the process, only reserving a very limited set of highly commercially sensitive information that, in the Independent Collagen Directors’ view, could potentially be materially harmful to the Company and the Company’s shareholders if disclosed.

Current trading and outlook

The Independent Collagen Directors have considered the Group’s “Unaudited Full Year Results” announcement of 31 July 2020 and the current trading and outlook for the Group set out in paragraph 3 of this Part I of this document.

The Independent Collagen Directors recognise that the financial year ended 31 March 2020 was impacted by two write-downs, capacity constraints in the Glasgow plant and COVID-19 challenges. Despite these challenges, the Independent Collagen Directors recognise that in the first quarter of the current financial year Collagen generated revenue of approximately £0.9 million and, following the signature of two new supply agreements in July 2020, the Group’s year to date sales plus its confirmed order book stood in excess of £4 million as at 21 July 2020. Furthermore, the Independent Collagen Directors believe that underlying clinical demand for the Group’s products will remain strong in the medium-to-long term, and that the Group is well positioned to service the markets in which it operates. Although the Independent Collagen Directors remain confident that the Group’s existing strategy could deliver future value for Collagen Shareholders, they are also mindful of the nature of the industry challenges Collagen faces including the risks surrounding product development, the small size of the Company relative to the burdens of maintaining a public listing, the challenges (including pricing and competitive challenges) of securing new business, the requirement for ongoing investment and the need for further economies of scale to compete and drive significant growth.

The Independent Collagen Directors also believe that the terms of the Offer acknowledge the quality of Collagen’s business and the strength of its future prospects and that the Offer Price represents an attractive opportunity for Collagen Shareholders to realise an immediate and attractive cash value, at a significant premium to the share price immediately prior to commencement of the Formal Sale Process and to historical share price performance in recent years.

The Independent Collagen Directors consider that the opportunity for Collagen Shareholders to realise an immediate attractive cash value may not be otherwise achievable in the near to medium term given the lack of liquidity in Collagen Shares and the limited opportunity for Collagen Shareholders otherwise to realise their investments in significant volume through the stock market.

The consideration

The Offer values the entire issued and to be issued ordinary share capital of Collagen, including the existing shareholding of RDI, at approximately £30.41 million on a fully diluted basis. The Offer represents:

- a premium of approximately 160.00 per cent. to the Closing Price of 2.50 pence per Collagen Share on 26 August 2020 (being the last Business Day prior to the date of the Announcement);
- a premium of approximately 441.67 per cent. to the Closing Price of 1.20 pence per Collagen Share on 15 April 2020 (being the last Business Day prior to the commencement of the Formal Sale Process and resultant Offer Period);

- a premium of approximately 277.84 per cent. to the volume weighted average price of 1.72 pence per Collagen Share over the three month period ended on and including 15 April 2020 (being the last Business Day prior to the commencement of the Formal Sale Process and resultant Offer Period); and
- a multiple of approximately 7.58 times Collagen's unaudited revenue for the year ended 31 March 2020.

Alternative options

As outlined above, the Independent Collagen Directors, in conjunction with the Company's financial advisers, Goodbody and England & Company, conducted a comprehensive review of the options available to the Company. The review considered, amongst other options, the sale of the Company as a whole, the sale of one or more of the Company's assets and a refinancing of the Company. Taking into account the options available to Collagen, the feasibility and execution risks arising and the likely timeframe to achieve such alternative options, the Independent Collagen Directors have concluded that the Offer is in the best interests of Collagen Shareholders.

Additional factors

Additional factors that have also been taken into consideration by the Independent Collagen Directors in recommending the Offer include:

- their belief that the Offer provides liquidity at a fair and reasonable price for Collagen Shareholders;
- the number of Collagen Shares in respect of which RDI has obtained irrevocable undertakings to accept the Offer;
- their belief that the Offer provides value certainty for Collagen Shareholders at a significant premium to, *inter alia*, the share price immediately prior to commencement of the Formal Sale Process and to historical share price performance in recent years, recognising the Company's market position, its future growth prospects and the risks associated with those prospects;
- the Company's current and projected cash position and their belief that the Offer provides the Company with increased access to capital to support growth;
- RDI's approach to Collagen's customers, employees, and existing international operations; and
- their belief that the Offer provides the Company with enhanced financial and operational flexibility as the business seeks to execute its strategy and achieve its long-term targets.

Overview

The foregoing summary of the factors considered by the Independent Collagen Directors is not intended to be exhaustive but does set forth the principal factors considered by the Independent Collagen Directors. The Independent Collagen Directors collectively reached the unanimous conclusion to recommend the Offer in the light of the various factors described above. In view of the wide range of factors considered by the Independent Collagen Directors in connection with their evaluation of the Offer and the complexity of these matters, the Independent Collagen Directors did not consider it practical and did not attempt to quantify, rank or otherwise assign relative weights to the specific factors considered in reaching their decision. Rather, the Independent Collagen Directors agreed to make their recommendation based on the totality of information presented to, and the investigation conducted by, them with the assistance of the Company's advisers.

5 The Independent Collagen Directors' view of RDI's stated intentions and assurances

Your attention is drawn to the statement of RDI's strategic plans for Collagen if the Offer becomes or is declared wholly unconditional, as set out in paragraph 5 of Part II of this document.

The Independent Collagen Directors have given due consideration to RDI's stated intentions and assurances regarding Collagen contained in paragraph 5 of Part II of this document. In particular, the Independent Collagen Directors note RDI's intention to continue to support Collagen's management in continuing to execute and refine their existing business plan and strategy for the development of the Collagen Group and that it does not intend to make any changes to the Group's research and development functions. The Independent Collagen Directors additionally note RDI's expectation that, following successful completion of

the Offer, Collagen would operate principally as it does today, but as a direct or indirect subsidiary of RDI. The Independent Collagen Directors also welcome RDI's confirmations that it will fully safeguard the existing employment rights, including pension rights, of the management and employees of Collagen in accordance with contractual and statutory requirements and that it does not intend to make any material changes in the conditions of employment of the employees and management of Collagen.

6 Collagen Share Schemes and Norgine Warrants

Participants in the Collagen Share Schemes and Norgine Ventures will receive separate letters explaining the effect of the Offer on their rights under the Collagen Share Schemes and the Norgine Warrants respectively and containing appropriate proposals in accordance with Rule 15 of the Code which will be despatched to them shortly.

7 Irrevocable undertakings

RDI has received irrevocable undertakings to accept (or procure the acceptance of) its Offer (or, in the event that the Offer is implemented by way of a Scheme of Arrangement, to vote, or procure the vote, in favour of such Scheme of Arrangement at the Scheme Meetings) from certain institutional and other Collagen Shareholders (who are listed in paragraph 5 of Appendix V to this document), in respect of, in aggregate, 176,567,034 Collagen Shares, representing approximately 39.51 per cent. of Collagen's existing issued ordinary share capital.

The Independent Collagen Directors who beneficially hold or control Collagen Shares as at the date of this document have also irrevocably undertaken to accept (or procure acceptance of) the Offer (or, in the event that the Offer is implemented by way of a Scheme of Arrangement, to vote, or procure the vote, in favour of such Scheme of Arrangement at the Scheme Meetings) in respect of their entire beneficial shareholdings (or shares over which they exercise control), amounting to, in aggregate, 15,514,200 Collagen Shares, representing approximately 3.47 per cent. of the existing issued ordinary share capital of Collagen.

RDI has therefore received irrevocable undertakings to accept (or procure the acceptance of) its Offer (or, in the event that the Offer is implemented by way of a Scheme of Arrangement, to vote, or procure the vote, in favour of such Scheme of Arrangement at the Scheme Meetings) in respect of, in aggregate, 192,081,234 Collagen Shares, representing approximately 42.98 per cent. of the existing issued ordinary share capital of Collagen.

The irrevocable undertakings in respect of the Independent Collagen Directors and Mr David Evans shall lapse and cease to be binding, *inter alia*, if (i) the Offer lapses or is withdrawn without becoming or being declared unconditional in all respects, unless (a) this is as a result of RDI exercising its right to implement the Offer by way of a Scheme of Arrangement, or (b) a new, revised or replacement Offer or Scheme of Arrangement is announced by RDI within seven (7) business days of the lapse or withdrawal of the Offer, provided that the terms of such new, revised or replacement Offer or Scheme of Arrangement are no less favourable to all Collagen Shareholders than the terms set out in this document; or (ii) RDI announces, with the consent of the Panel, that it does not intend to proceed with the Offer.

The irrevocable undertakings in respect of Seneca Partners Limited and Calculus Capital Limited shall lapse and cease to be binding, *inter alia*, if: (i) a competing offer from a third party for the entire issued and to be issued ordinary share capital of Collagen (other than any shares owned by such person or any person acting in concert with it) is made in accordance with Rule 2.7 of the Code (whether by way of a takeover offer or Scheme of Arrangement) within 14 days of posting of the Offer document provided that the value of that offer as at the date it is made exceeds 7.25 pence (and in respect of non-cash offers this determination must be in the reasonable opinion of the Independent Collagen Directors); (ii) the Offer lapses or is withdrawn without becoming or being declared unconditional in all respects unless: (a) this is as a result of RDI exercising its right to implement the Offer by way of a Scheme of Arrangement; or (b) a new, revised or replacement Offer or Scheme of Arrangement is announced by RDI within seven (7) business days of the lapse or withdrawal of the Offer, provided that the terms of such new, revised or replacement Offer or Scheme of Arrangement are no less favourable to all Collagen Shareholders as the terms set out in this document; or (iii) RDI announces, with the consent of the Panel, that it does not intend to proceed with the Offer.

The irrevocable undertakings in respect of Helium Rising Stars Fund Limited, Rathbone Investment Management Limited, Mr Peter Meyer and 1615915 Alberta Limited shall lapse and cease to be binding, *inter alia*, if: (i) a competing offer from a third party for the entire issued and to be issued ordinary share capital of Collagen (other than any shares owned by such person or any person acting in concert with it) is made in accordance with Rule 2.7 of the Code (whether by way of a takeover offer or Scheme of Arrangement) within 14 days of posting of this document provided that: (a) the Independent Collagen Directors recommend that offer; and (b) the value of that offer as at the date it is made exceeds 7.25 pence (and in respect of non-cash offers this determination must be in the reasonable opinion of the Independent Collagen Directors); (ii) the Offer lapses or is withdrawn without becoming or being declared unconditional in all respects unless: (a) this is as a result of RDI exercising its right to implement the Offer by way of a Scheme of Arrangement; or (b) a new, revised or replacement Offer or Scheme of Arrangement is announced by RDI within seven (7) business days of the lapse or withdrawal of the Offer, provided that the terms of such new, revised or replacement Offer or Scheme of Arrangement are no less favourable to all Collagen Shareholders than the terms set out in this document; or (iii) RDI announces, with the consent of the Panel, that it does not intend to proceed with the Offer.

The irrevocable undertaking in respect of Gresham House Asset Management Limited shall lapse and cease to be binding, *inter alia*, if: (i) a competing offer from a third party (other than a company controlled by RDI) for the entire issued share capital of Collagen is announced at a price which exceeds 7.25 pence per Collagen Share (which may include where such competing offer is not for cash consideration, provided that in respect of such a non-cash competing offer this determination is in the reasonable opinion of the board of Collagen); or (ii) the Offer lapses or is withdrawn.

Further details of the irrevocable undertakings received by RDI (including the circumstances in which the irrevocable undertakings will cease to be binding) are set out in paragraph 5 of Appendix V to this document.

Copies of the irrevocable undertakings are also on display on Collagen's website at: <https://ir.collagensolutions.com/content/investors/takeover-documentation>.

8 UK Taxation

Your attention is drawn to the summary of United Kingdom Taxation set out in Appendix IV to this document. If you are in any doubt about your own tax position or if you are subject to taxation in any jurisdiction other than the United Kingdom, you should consult an appropriately qualified independent professional adviser immediately.

9 Overseas shareholders

The attention of all Collagen Shareholders who are citizens, nationals or residents of jurisdictions outside the United Kingdom and any persons (including, without limitation, any custodians, nominees or trustees) who would, or otherwise intend to, forward this document or the Form of Acceptance outside the United Kingdom is drawn to paragraph 8 of Part C of Appendix I to this document and, in respect of Collagen Shares held in certificated form, to the relevant provisions of the Form of Acceptance.

10 Cancellation of admission to trading on AIM and compulsory acquisition

Your attention is drawn to paragraph 9 of Part II of this document in relation to RDI's intentions with regard to the cancellation of admission to trading of Collagen Shares on AIM and the compulsory acquisition of Collagen Shares.

Collagen Shareholders should note that the cancellation of the admission to trading of Collagen Shares on AIM would significantly reduce the liquidity and marketability of any Collagen Shares in respect of which the Offer has not been accepted at that time and the value of any such Collagen Shares may be adversely affected as a consequence.

11 Action to be taken to accept the Offer

Your attention is drawn to paragraph 12 of Part II of this document, Parts D and E of Appendix I to this document and the Form of Acceptance. The procedure for acceptance of the Offer is set out in paragraph 12

of Part II of this document and, if you hold your Collagen Shares in certificated form, in the Form of Acceptance. The Appendices and the Form of Acceptance contain material information which may not be summarised elsewhere in this document.

Your decision as to whether to accept the Offer will depend upon your individual circumstances. If you are in any doubt as to the action you should take, you should seek your own independent financial advice immediately.

12 Recommendation of the Independent Collagen Directors

The Independent Collagen Directors, who have been so advised by Goodbody as to the financial terms of the Offer, consider the terms of the Offer to be fair and reasonable and in the best interests of Collagen Shareholders as a whole. In providing its advice to the Independent Collagen Directors, Goodbody has taken into account the commercial assessments of the Independent Collagen Directors. Goodbody is providing independent financial advice to the Independent Collagen Directors for the purposes of Rule 3 of the Code.

Accordingly, the Independent Collagen Directors unanimously recommend that Collagen Shareholders accept the Offer, as the Independent Collagen Directors who currently hold or control Collagen Shares have irrevocably undertaken so to do (or procure to be done) in respect of their own beneficial shareholdings (or the shareholdings which they control), amounting, in aggregate, to 15,514,200 Collagen Shares representing approximately 3.47 per cent. of the existing issued ordinary share capital of Collagen.

Yours faithfully,

Chris Brinsmead CBE

*Non-executive Chairman, Collagen Solutions Plc
On behalf of the Independent Collagen Directors*

PART II

LETTER FROM RDI TO COLLAGEN SHAREHOLDERS



Rosen's Diversified, Inc.

(Incorporated in the State of Minnesota with registered number W-1067)

RDI Directors:

Thomas J. Rosen
Richard H. Rosen
Dominick V. Driano, Jr.
Robert A. Hovde
Gregory L. Benedict
Wade J. Rosen*
Karin M. Rosen
Reid T. Rosen

Principal Executive office:

8101 34th Avenue South
Suite 400 Bloomington
MN 55425
United States

*Note: * - also a Non-executive Director of Collagen*

14 September 2020

To: Collagen Shareholders and, for information only, to persons with information rights, participants in the Collagen Share Schemes and the holder of outstanding warrants

Dear Collagen Shareholder,

RECOMMENDED CASH OFFER FOR COLLAGEN SOLUTIONS PLC BY ROSEN'S DIVERSIFIED, INC.

1 Introduction

On 27 August 2020, the Independent Collagen Directors and the RDI Directors announced that they had reached agreement on the terms of a recommended cash offer pursuant to which RDI will acquire the entire issued and to be issued ordinary share capital of Collagen not already owned by RDI. The Offer Price of 6.5 pence per Collagen Share values the entire existing issued and to be issued ordinary share capital of Collagen, including the existing shareholding of RDI, at approximately £30.41 million on a fully diluted basis.

RDI is pleased to set out the full terms of, and background to, its Offer. The Offer is being effected by means of a contractual takeover offer under Part 28 of the Companies Act.

RDI is a private company founded in the United States in 1946 and incorporated in 1959. It is a multi-billion dollar, family owned and controlled business involved in food production, agrichemicals and distribution. As at the date of this document, RDI beneficially owns 83,600,000 Collagen Shares representing approximately 18.71 per cent. of Collagen's existing issued ordinary share capital. In addition, RDI, via its subsidiary, SLS, has an existing strategic relationship with the Collagen Group pursuant to the Supply Agreement and board representation via Wade Rosen, a non-executive director of Collagen and a director of RDI.

This document and, if you hold Collagen Shares in certificated form, the accompanying Form of Acceptance, contain details of the formal Offer (including its terms and Conditions), and certain other information on RDI and Collagen. The formal Offer, together with details of the procedure for acceptance, is set out in this letter. Please read carefully paragraph 12 below which sets out the procedure for acceptance of the Offer. Your attention is drawn, in particular, to the Conditions and further terms of the Offer set out in Appendix I to this document and, if you hold Collagen Shares in certificated form, in the Form of Acceptance.

3 Background to and reasons for the Offer and future plans for Collagen

RDI is of the view that the acquisition of Collagen would, when integrated with SLS, create a business of significant scale in the tissue supply and engineering space. RDI views the capabilities and offerings of the Collagen Group as being both complementary and enhancing to its existing SLS business and believes that the distinctive combination of capabilities and shared growth aspirations will enhance opportunities for employees of both entities.

RDI believes that the markets in which Collagen operates are characterised by strong growth outlooks, notwithstanding the impact of the COVID-19 pandemic, driven by favourable long-term macro trends, particularly changing demographics. The acquisition of Collagen would, in the view of the RDI Directors, reinforce SLS's already robust position in the North American market, providing diversification through additional capabilities and products.

The RDI Directors consider that successful completion of the Offer would provide a foundation for SLS to become a major tissue provider in North America, leveraging the RDI Group's local porcine and bovine harvest, logistics and distribution capabilities in the United States. Furthermore, RDI believes that Collagen's international presence would also provide a platform for SLS to extend its supply of porcine and bovine tissue into the EMEA and APAC regions.

RDI values its existing relationship with the Collagen Group, as both a substantial shareholder and a strategic partner, through the Supply Agreement, and RDI recognises value in the pipeline of opportunities that has arisen for SLS.

RDI believes that Collagen represents an attractive strategic and cultural fit with SLS and has been impressed by the long-term vision and ethos of the Company, which it has encountered in its capacity as a strategic partner.

RDI also is of the view that, as part of the RDI Group, the Company will be released from the requirement to meet the UK public equity market's shorter term expectations and will operate with a reduced cost base as a result of its private status.

In addition, RDI believes that, as a relatively small and specialist UK quoted company, the Company will find it increasingly difficult to attract and retain sufficient research coverage, stock liquidity and level of market rating that would make retaining its existing trading facility on AIM worthwhile. As such, following successful completion of the Offer, the Company would be able to eliminate the regulatory burden, constraints and numerous expenses associated with maintaining a UK public listing.

4 Information relating to RDI

RDI is a private company founded in the United States in 1946 and incorporated in 1959. It is a multi-billion dollar, family owned and controlled business involved in food production, agrichemicals and distribution.

Headquartered in Bloomington, Minnesota, RDI operates three business segments, namely: i) American Foods Group, LLC, a meat processing company believed by the RDI Directors to be the fifth largest beef packer in the United States and which includes a transportation and logistics division; ii) Rosen's, Inc., a distributor of agricultural chemicals; and iii) SLS, a supplier of critical components to the bioresearch and biomedical fields.

In its 2019 financial year, the RDI Group reported audited total revenue of approximately US\$4 billion. The RDI Group sells a broad range of food, agricultural and scientific products into more than 30 countries, across five continents, and has over 4,500 employees.

On 20 May 2019, as part of a broader fundraising by Collagen, the Company announced, *inter alia*, a strategic investment of £4.18 million by RDI, pursuant to a conditional subscription for 83,600,000 new Collagen Shares at a price of 5 pence per share (the "**Strategic Investment**").

The Strategic Investment, alongside a placing and open offer to raise a further £1.8 million (before expenses) at a price of 5 pence per share, was subsequently approved by Collagen Shareholders at a duly convened general meeting held on 5 June 2019.

RDI's principal rationale for making the Strategic Investment was to provide SLS with accelerated access to animal tissue-related biomedical products and, accordingly, the investment was accompanied by the Supply Agreement between Collagen Solutions NZ Limited, a wholly owned subsidiary of Collagen, and SLS for the supply of such tissue products. In addition, from completion of the Strategic Investment, pursuant to the terms of the subscription agreement, RDI has the right to appoint a director to the Board of Collagen, for so long as it holds 15 per cent. or more of the Company's issued ordinary share capital. Accordingly, on 6 June 2019, the Company announced that Wade Rosen had joined the Collagen Board as a non-executive director and the nominated representative of RDI, which remains the current situation. Mr Rosen is also a director of RDI and Executive Vice President of Corporate Development of SLS.

5 Intentions of RDI with regard to Collagen's directors, management, employees, research and development and locations

RDI recognises the significant skills, expertise and operational experience of the existing Collagen executive team and, following completion of the Offer, does not expect to implement material changes to the senior executive management structure and expects that existing management will play an important role in the future development of Collagen.

The RDI Directors intend to support Collagen's management in continuing to execute and refine their existing business plan and strategy for the development of the Collagen Group. However, on completion of the Offer, RDI intends to commence a review of the Collagen Group in order to confirm and potentially identify further cost-savings and refine anticipated synergistic benefits, particularly with the existing activities of SLS. Such review and integration process, which will include due consultation with the appropriate stakeholders within Collagen and RDI, is expected to occur within 12 months following completion of the Offer, and may result in a limited number of cost savings and redundancies where operational efficiencies are identified, likely to be focused on head office, finance and administrative related functions, especially those related to Collagen's current status as a publicly quoted company on AIM.

Save for Wade Rosen, who will remain on the Collagen Board, all of the other non-executive Collagen Directors, being Chris Brinsmead, Geoffrey Bennett and Malcolm Gillies, have agreed to resign with effect from completion of the Offer or, if later, on the date when admission of the Collagen Shares to trading on AIM is cancelled. They will each receive remuneration in line with the termination provisions of their letters of appointment by way of compensation.

In addition, RDI does not plan to make any changes to the research and development functions of the Collagen Group, nor does it have any plans to make any material headcount reductions or other material changes to the terms and conditions of employment or in the balance of the skills and functions of the management and employees of the Collagen Group or the RDI Group, other than as set out above with regard to the non-executive directors of Collagen and an anticipated limited number of cost savings and redundancies focused on the areas outlined above.

The RDI Board has given assurances to the Independent Collagen Directors that, following the Offer becoming or being declared wholly unconditional, the existing contractual and statutory employment rights and terms and conditions of employment, including any employer contributions to company pension schemes as applicable, of the management and employees of the Collagen Group will be fully safeguarded. RDI does not intend to make any changes with regards to the Collagen Group's existing pension schemes, including with regard to current arrangements for the funding of any scheme deficit, the accrual of benefits for existing members and the admission of new members to such schemes.

Furthermore, RDI generally expects that, following successful completion of the Offer, Collagen would operate principally as it does today, but as a direct or indirect subsidiary of RDI, and RDI has no intentions to redeploy the fixed assets of the Collagen Group. The RDI Directors also have no intention to change Collagen's headquarters location or headquarters functions in Glasgow. The RDI Directors believe that the Offer, if successfully completed, will provide a stable and well capitalised future for Collagen.

It is intended that the appointments of the executive directors of Collagen will remain unchanged following successful completion of the Offer, however there are no agreements or arrangements between RDI and the directors, management or employees of Collagen in relation to their on-going involvement in the business and the Offer is not conditional on reaching agreement with such persons.

In addition, RDI has not entered into, nor is it in discussions on any proposals to enter into, any form of incentivisation arrangements with members of Collagen's management who are interested in Collagen Shares and has no plans so to do. Following completion of the Offer, RDI may put in place incentive arrangements for certain members of the Collagen management team. No proposals have been made on the terms of any incentive arrangements for relevant management.

As set out in paragraph 9 below, RDI intends to seek the cancellation of the admission of the Collagen Shares to trading on AIM shortly following the Offer becoming, or being declared, unconditional in all respects, thereby enabling Collagen's management to be entirely focussed on the growth and development of the business, rather than AIM investor and UK publicly quoted company related matters.

6 Irrevocable undertakings

RDI has received irrevocable undertakings to accept (or procure the acceptance of) its Offer (or, in the event that the Offer is implemented by way of a Scheme of Arrangement, to vote, or procure the vote, in favour of such Scheme of Arrangement at the Scheme Meetings) from certain institutional and other Collagen Shareholders (who are listed in paragraph 5 of Appendix V to this document), in respect of, in aggregate, 176,567,034 Collagen Shares, representing approximately 39.51 per cent. of the existing issued ordinary share capital of Collagen.

The Independent Collagen Directors who beneficially hold or control Collagen Shares as at the date of this document have also irrevocably undertaken to accept (or procure acceptance of) the Offer (or, in the event that the Offer is implemented by way of a Scheme of Arrangement, to vote, or procure the vote, in favour of such Scheme of Arrangement at the Scheme Meetings) in respect of their entire beneficial shareholdings (or shares over which they exercise control), amounting to, in aggregate, 15,514,200 Collagen Shares, representing approximately 3.47 per cent. of the existing issued ordinary share capital of Collagen.

RDI has therefore received irrevocable undertakings to accept (or procure the acceptance of) its Offer (or, in the event that the Offer is implemented by way of a Scheme of Arrangement, to vote, or procure the vote, in favour of such Scheme of Arrangement at the Scheme Meetings) in respect of, in aggregate, 192,081,234 Collagen Shares, representing approximately 42.98 per cent. of the existing issued ordinary share capital of Collagen.

The irrevocable undertakings in respect of the Independent Collagen Directors and Mr David Evans shall lapse and cease to be binding, *inter alia*, if (i) the Offer lapses or is withdrawn without becoming or being declared unconditional in all respects, unless (a) this is as a result of RDI exercising its right to implement the Offer by way of a Scheme of Arrangement, or (b) a new, revised or replacement Offer or Scheme of Arrangement is announced by RDI within seven (7) business days of the lapse or withdrawal of the Offer, provided that the terms of such new, revised or replacement Offer or Scheme of Arrangement are no less favourable to all Collagen Shareholders as the terms set out in this document; or (ii) RDI announces, with the consent of the Panel, that it does not intend to proceed with the Offer.

The irrevocable undertakings in respect of Seneca Partners Limited and Calculus Capital Limited shall lapse and cease to be binding, *inter alia*, if (i) a competing offer from a third party for the entire issued and to be issued ordinary share capital of Collagen (other than any shares owned by such person or any person acting in concert with it) is made in accordance with Rule 2.7 of the Code (whether by way of a takeover offer or Scheme of Arrangement) within 14 days of posting of this document provided that the value of that offer as at the date it is made exceeds 7.25 pence (and in respect of non cash offers this determination must be in the reasonable opinion of the Independent Collagen Directors); (ii) the Offer lapses or is withdrawn without becoming or being declared unconditional in all respects unless (a) this is as a result of RDI exercising its right to implement the Offer by way of a Scheme of Arrangement, or (b) a new, revised or replacement Offer or Scheme of Arrangement is announced by RDI within seven (7) business days of the lapse or withdrawal of the Offer, provided that the terms of such new, revised or replacement Offer or Scheme of Arrangement are no less favourable to all Collagen Shareholders than the terms set out in this document; or (iii) RDI announces, with the consent of the Panel, that it does not intend to proceed with the Offer.

The irrevocable undertakings in respect of Helium Rising Stars Fund Limited, Rathbone Investment Management Limited, Mr Peter Meyer and 1615915 Alberta Limited shall lapse and cease to be binding, *inter alia*, if: (i) a competing offer from a third party for the entire issued and to be issued ordinary share capital of Collagen (other than any shares owned by such person or any person acting in concert with it) is

made in accordance with Rule 2.7 of the Code (whether by way of a takeover offer or Scheme of Arrangement) within 14 days of posting of this document provided that: (a) the Independent Collagen Directors recommend that offer; and (b) the value of that offer as at the date it is made exceeds 7.25 pence (and in respect of non cash offers this determination must be in the reasonable opinion of the Independent Collagen Directors); (ii) the Offer lapses or is withdrawn without becoming or being declared unconditional in all respects unless: (a) this is as a result of RDI exercising its right to implement the Offer by way of a Scheme of Arrangement; or (b) a new, revised or replacement Offer or Scheme of Arrangement is announced by RDI within seven (7) business days of the lapse or withdrawal of the Offer, provided that the terms of such new, revised or replacement Offer or Scheme of Arrangement are no less favourable to all Collagen Shareholders than the terms set out in this document; or (iii) RDI announces, with the consent of the Panel, that it does not intend to proceed with the Offer.

The irrevocable undertaking in respect of Gresham House Asset Management Limited shall lapse and cease to be binding, *inter alia*, if: (i) a competing offer from a third party (other than a company controlled by RDI) for the entire issued share capital of Collagen is announced at a price which exceeds 7.25 pence per Collagen Share (which may include where such competing offer is not for cash consideration, provided that in respect of such a non cash competing offer this determination is in the reasonable opinion of the board of Collagen); or (ii) the Offer lapses or is withdrawn.

Further details of the irrevocable undertakings received by RDI (including the circumstances in which the irrevocable undertakings will cease to remain binding) are set out in paragraph 5 of Appendix V to this document.

Copies of the irrevocable undertakings are also on display on Collagen's website at <https://ir.collagensolutions.com/content/investors/takeover-documentation> while the Offer remains open for acceptance.

7 Financing of the Offer

In accordance with Rule 24.8 of the Code, Strand Hanson, financial adviser to RDI, is satisfied that sufficient financial resources are available to RDI to enable it to implement the Offer in full. Assuming that the cash consideration is payable to all Collagen Shareholders, on a fully diluted basis, implementation of the Offer would require a maximum cash payment of approximately £24.97 million by RDI which will be funded entirely out of RDI's existing cash resources.

There is no requirement for any funding from third party providers of finance to the RDI Group for the Offer.

8 Collagen Share Schemes and Norgine Warrants

Participants in the Collagen Share Schemes and Norgine Ventures will receive separate letters explaining the effect of the Offer on their rights under the Collagen Share Schemes and the Norgine Warrants respectively and containing appropriate proposals in accordance with Rule 15 of the Code which will be despatched to them shortly.

9 Compulsory acquisition, cancellation of admission to trading on AIM and re-registration

If the Offer becomes or is declared unconditional in all respects and if RDI has by virtue of acceptances of the Offer acquired, or agreed to acquire, Collagen Shares which, together with Collagen Shares already owned by RDI represent at least 75 per cent. of the voting rights attaching to the Collagen Shares, RDI intends to procure the making of an application by Collagen to the London Stock Exchange for the cancellation of the admission to trading of Collagen Shares on AIM. A notice period of not less than 20 Business Days prior to the cancellation will be given on or after the date on which the Offer becomes, or is declared, unconditional in all respects. Should RDI not receive sufficient acceptances to the Offer to proceed with procuring such an application, RDI intends, following completion of the Offer, to seek the cancellation of the admission of Collagen Shares to trading on AIM under the other provisions set out in Rule 41 of the AIM Rules.

If RDI receives acceptances under the Offer in respect of, or otherwise acquires, 90 per cent. or more of the Collagen Shares by nominal value to which the Offer relates and 90 per cent. or more of the voting rights

carried by Collagen Shares to which the Offer relates and assuming that all of the Conditions have been satisfied or waived (if capable of being waived), RDI intends to exercise its rights pursuant to the provisions of Part 28 of the Companies Act to acquire compulsorily the remaining Collagen Shares in respect of which the Offer has not been accepted on the same terms as the Offer.

It is also intended that, following the Offer becoming or being declared unconditional in all respects and the admission to trading on AIM of Collagen Shares having been cancelled, RDI will seek to re-register Collagen as a private limited company under the relevant provisions of the Companies Act.

The cancellation of the admission of the Collagen Shares to trading on AIM would significantly reduce the liquidity and marketability of any Collagen Shares in respect of which the Offer has not been accepted at that time and their value may be affected as a consequence. Any remaining Collagen Shareholders (unless their Collagen Shares are compulsorily acquired by RDI pursuant to the provisions of Part 28 of the Companies Act) would become minority shareholders in a majority controlled private limited company and may therefore be unable to sell their Collagen Shares. There can be no certainty that Collagen would pay any further dividends or other distributions or that such minority Collagen Shareholders would again be offered an opportunity to sell their Collagen Shares on terms which are equivalent to or no less advantageous than those under the Offer.

10 United Kingdom taxation

Your attention is drawn to the summary of United Kingdom taxation set out in Appendix IV to this document. If you are in any doubt about your own tax position or if you are subject to taxation in any jurisdiction other than the United Kingdom, you should consult an appropriately qualified independent professional adviser immediately.

11 Overseas shareholders

The attention of Collagen Shareholders who are citizens, nationals or residents of jurisdictions outside the United Kingdom and any person (including, without limitation, any custodian, nominee or trustee) who would, or otherwise intends to, forward this document or any document in connection with the Offer outside the United Kingdom is drawn to paragraph 8 of Part C of Appendix I to this document and, in respect of Collagen Shares held in certificated form, to the relevant provisions of the Form of Acceptance, which they should read before taking any action.

The availability of the Offer to persons who are not resident in the United Kingdom, and the release, publication and distribution of this document and accompanying documentation in jurisdictions other than the United Kingdom, may be restricted by the laws of jurisdictions other than the United Kingdom. Persons who are not resident in the United Kingdom should inform themselves about and observe any applicable legal or regulatory requirements of their relevant jurisdiction. Failure to comply with any such restrictions may constitute a violation of the securities laws of any such jurisdiction. In particular, the ability of persons who are not resident in the United Kingdom to participate in the Offer may be affected by the laws of the relevant jurisdictions in which they are located.

Unless otherwise determined by RDI or required by the Code, and permitted by applicable law and regulation, the Offer is not being and will not be made, directly or indirectly, in, into or from, and will not be capable of acceptance from or within, a Restricted Jurisdiction. Accordingly, copies of this document, the Form of Acceptance and all other accompanying documents relating to the Offer are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction. Persons receiving this document, the Form of Acceptance and all other accompanying documents (including, without limitation, custodians, nominees and trustees) should observe these restrictions and any applicable legal or regulatory requirements of their jurisdiction and must not mail or otherwise forward, distribute or send them in, into or from any such jurisdictions. To the fullest extent permitted by applicable law, the companies and persons involved in the Offer disclaim any responsibility or liability for the violation of such restrictions by any person.

Although the United States and Canada are identified as Restricted Jurisdictions for the purposes of this document and the Offer, reference is made to the information contained in page 2 of this document detailing the implications of the Offer for US holders of Collagen Shares and Canadian Shareholders.

12 Procedure for acceptance of the Offer

This paragraph 12 should be read in conjunction with Appendix I and, in respect of certificated Collagen Shares, the notes on the Form of Acceptance.

Holders of Collagen Shares in certificated form (i.e. not in CREST) may only accept the Offer in respect of such shares by completing and returning the Form of Acceptance in accordance with the procedure set out below. Holders of Collagen Shares in uncertificated form (i.e. in CREST) may only accept the Offer in respect of such shares by TTE instruction in accordance with the procedure set out below.

If you are in any doubt as to the procedure for acceptance, please telephone the Receiving Agent, Neville Registrars, between 9.00 a.m. and 5.00 p.m. (London time) Monday to Friday (excluding English and Welsh public holidays) on 0121 585 1131 from within the UK or +44 (0) 121 585 1131 if calling from outside the UK. Calls to the helpline from outside the UK will be charged at applicable international rates. Calls may be recorded and randomly monitored for security and training purposes. Please note that Neville Registrars cannot provide advice on the merits of the Offer nor give financial, tax, investment or legal advice. You are reminded that, if you are a CREST sponsored member, you should contact your CREST sponsor before taking any action.

Collagen Shares held in certificated form (that is, not in CREST)

(a) *To accept the Offer*

To accept the Offer in respect of Collagen Shares held in certificated form, you must complete the Form of Acceptance in accordance with the instructions set out below and on the Form of Acceptance. The instructions printed on the Form of Acceptance are deemed to form part of the terms of the Offer. You should complete a separate Form of Acceptance for Collagen Shares held in certificated form but under different designations.

Additional Forms of Acceptance are available from the Receiving Agent at the address set out below. The instructions for completing a Form of Acceptance below apply, where relevant, to each separate Form of Acceptance to be completed by you.

(b) *Completing the Form of Acceptance*

To accept the Offer in respect of your Collagen Shares held in certificated form, you must complete Box 1 and Box 2 on the Form of Acceptance. Moreover, if the details in Box A are incorrect you must insert the correct details in Box A on the Form of Acceptance where indicated. In all cases you must sign Box 2 on the Form of Acceptance. If you are an individual, the signature shall be made in the presence of a witness, who should also sign in accordance with the instructions printed on it. Any Collagen Shareholder which is a company should execute the Form of Acceptance in accordance with the instructions printed on it. If you do not insert a number in Box 1, or insert a number greater than your registered holding of Collagen Shares, or Box 1 contains the word "ALL" or any other marking, your acceptance will be deemed to be in respect of all Collagen Shares held by you in certificated form.

(c) *To accept the Offer in respect of less than all of your Collagen Shares held in certificated form*

To accept the Offer in respect of less than all your Collagen Shares held in certificated form, you must insert in Box 1 of the Form of Acceptance such lesser number of Collagen Shares in respect of which you wish to accept the Offer in accordance with the instructions printed on it. You should then follow the procedure set out in paragraph (b) above in respect of such lesser number of Collagen Shares.

(d) *Return of Form of Acceptance*

To accept the Offer, the completed, signed and (where applicable) witnessed Form of Acceptance must be returned, together with your original share certificate(s) (no copies please) and/or other document(s) of title for your Collagen Shares, to the Receiving Agent, Neville Registrars, at Neville House, Steelpark Road, Halesowen, B62 8HD by post or (if between 9.00 a.m. and 5.00 p.m. (London time) Monday to Friday (excluding public holidays in England and Wales)) by hand as soon as possible and in any event so as to be received by no later than 1.00 p.m. (London time) on 5 October 2020. A prepaid envelope is provided for your convenience and may be used by Collagen Shareholders for

returning a Form of Acceptance from within the UK. No acknowledgement of receipt of documents will be given.

Any Form of Acceptance received in an envelope post-marked in a Restricted Jurisdiction or otherwise appearing to RDI or its agents to have been sent from a Restricted Jurisdiction may be rejected as an invalid acceptance of the Offer. For further information on Overseas Shareholders, see paragraph 11 above.

(e) *Share certificates not readily available or lost*

If your share certificate(s) and/or other document(s) of title is/are not readily available or is/are lost, the Form of Acceptance should still be completed, signed, (where applicable) witnessed and returned to the Receiving Agent as stated above so as to arrive by no later than 1.00 p.m. (London time) on 5 October 2020. You should also send with the Form of Acceptance any original share certificate(s) (no copies please) and/or other document(s) of title that you have available, accompanied by a letter stating that the remaining documents will follow as soon as possible or that you have lost one or more of your share certificate(s) and/or other document(s) of title. You should submit the relevant share certificate(s) and/or other document(s) of title as soon as possible. No acknowledgement of receipt of documents will be given.

In the case of loss, you should write as soon as possible to Collagen's registrars, Link Asset Services, at The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU, for a letter of indemnity for lost share certificate(s) and/or other document(s) of title which, when completed in accordance with the instructions given, should be returned again to Collagen's registrars, Link Asset Services, before then submitting the replacement certificate (or arranging its direct delivery) to the Receiving Agent as set out in paragraph (d) above.

(f) *Validity of acceptances*

Without prejudice to Part B and Part C of Appendix I to this document, subject to the provisions of the Code, RDI reserves the right to treat as valid in whole or in part any acceptance of the Offer which is not entirely in order or which is not accompanied by the relevant share certificate(s) and/or other document(s) of title. In that event, no payment of cash under the Offer will be made until after the relevant share certificate(s) and/or other document(s) of title or indemnities satisfactory to RDI have been received.

Collagen Shares held in uncertificated form (that is, in CREST)

(a) *General*

If your Collagen Shares are held in uncertificated form, to accept the Offer you should take (or procure the taking of) the action set out below to transfer the number of Collagen Shares in respect of which you wish to accept the Offer to the appropriate escrow balance(s) (that is, send a TTE instruction), specifying Neville Registrars (in its capacity as a CREST participant under the Escrow Agent's relevant participant ID referred to below) as the Escrow Agent, as soon as possible and in any event so that the TTE instruction settles not later than 1.00 p.m. (London time) on 5 October 2020. **Please note that settlement cannot take place on weekends or bank holidays (or other times at which the CREST system is non-operational). You should therefore ensure you time the input of any TTE instructions accordingly.**

The input and settlement of a TTE instruction in accordance with this paragraph will (subject to satisfying the requirements set out in Appendix I to this document) constitute an acceptance of the Offer in respect of the number of Collagen Shares so transferred to escrow.

If you are a CREST sponsored member, you should refer to your CREST sponsor before taking any action. Your CREST sponsor will be able to confirm details of your participant ID and the member account ID under which your Collagen Shares are held. In addition, only your CREST sponsor will be able to send the TTE instruction(s) to Euroclear in relation to your Collagen Shares.

By submitting a TTE instruction, the Collagen Shareholder for whom the acceptance is made represents that he has read and understood Appendix I to this document and agrees to be bound by the terms therein.

After settlement of a TTE instruction, you will not be able to access the Collagen Shares concerned in CREST for any transaction or charging purposes. If the Offer becomes or is declared unconditional in all respects, the Escrow Agent will transfer to RDI (or such other person as RDI or its agents may direct) the relevant Collagen Shares.

You are recommended to refer to the CREST Manual published by Euroclear for further information on the CREST procedures outlined below.

You should note that Euroclear does not make available special procedures in CREST for any particular corporate action. Normal system timings and limitations will therefore apply in connection with a TTE instruction and its settlement. You should therefore ensure that all necessary action is taken by you (or by your CREST sponsor) to enable a TTE instruction relating to your Collagen Shares to settle prior to 1.00 p.m. (London time) on 5 October 2020. In this regard you are referred in particular to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

(b) *To accept the Offer*

To accept the Offer in respect of your Collagen Shares held in uncertificated form, you should send (or if you are a CREST sponsored member, procure that your CREST sponsor sends) to Euroclear a TTE instruction in relation to such shares. A TTE instruction to Euroclear must be properly authenticated in accordance with Euroclear's specifications for transfers to escrow and must contain, in addition to any other information that is required for a TTE instruction to settle in CREST, the following details:

- the ISIN number for the Collagen Shares. This is **GB00B94T6Y14**;
- the number of Collagen Shares in respect of which you wish to accept the Offer (i.e. the number of Collagen Shares to be transferred to escrow);
- your member account ID;
- your participant ID;
- the participant ID of the Escrow Agent. This is **7RA11**;
- the member account of the Escrow Agent for the Offer. This is **COLLAGEN**;
- the intended settlement date. This should be as soon as possible and, in any event, not later than 1.00 p.m. (London time) on 5 October 2020;
- the corporate action number of the Offer which is allocated by Euroclear and can be found by viewing the relevant corporate action details in CREST;
- input with a standard delivery instruction priority of 80; and
- your contact name and telephone number inserted in the shared notes field.

(c) *Validity of acceptances*

A Form of Acceptance which is received in respect of Collagen Shares held in uncertificated form will not constitute a valid acceptance and will be disregarded. Holders of Collagen Shares in uncertificated form who wish to accept the Offer should note that a TTE instruction will only be a valid acceptance of the Offer as at the relevant closing date if it has settled on or before 1.00 p.m. (London time) on that date. Without prejudice to Appendix I to this document, RDI reserves the right to treat as valid in whole or in part any acceptance of the Offer which is not entirely in order or which is not accompanied by the relevant TTE instruction. In that event, no payment of cash under the Offer will be made until after the TTE instruction or indemnities satisfactory to RDI have been received.

(d) *Overseas shareholders*

The attention of Collagen Shareholders holding Collagen Shares in uncertificated form and who are citizens or residents of jurisdictions outside the UK is drawn to paragraph 11 above and paragraph 8 of Part C of Appendix I to this document.

General

RDI will make an appropriate announcement if any of the details contained in this paragraph 12 alter for any reason.

Normal CREST procedures (including timings) apply in relation to any Collagen Shares that are, or are to be, converted from uncertificated to certificated form, or from certificated to uncertificated form, during the course of the Offer (whether any such conversion arises as a result of a transfer of Collagen Shares or otherwise). Holders of Collagen Shares who are proposing so to convert any such shares are recommended to ensure that the conversion procedures are implemented in sufficient time to enable the person holding or acquiring the shares as a result of the conversion to take all necessary steps in connection with an acceptance of the Offer (in particular, as regards delivery of a share certificate(s) or other document(s) of title or transfers to an escrow balance as described above) prior to 1.00 p.m. (London time) on 5 October 2020.

If you are in any doubt as to the procedure for acceptance, please telephone the Receiving Agent, Neville Registrars, between 9.00 a.m. and 5.00 p.m. (London time) Monday to Friday (excluding English and Welsh public holidays) on 0121 585 1131 from within the UK or +44 (0) 121 585 1131 if calling from outside the UK. Calls to the helpline from outside the UK will be charged at applicable international rates. Calls may be recorded and randomly monitored for security and training purposes. Please note that Neville Registrars cannot provide advice on the merits of the Offer nor give any financial, tax, investment or legal advice. You are reminded that, if you are a CREST sponsored member, you should contact your CREST sponsor before taking any action.

13 Settlement

Subject to the Offer becoming or being declared wholly unconditional, settlement of the consideration to which any Collagen Shareholder (or the first-named shareholder in the case of joint holders) is entitled under the Offer shall be effected by the issue of cheques or CREST payments: (i) in the case of acceptances received that are complete in all respects, by the date on which the Offer becomes or is declared wholly unconditional, within 14 calendar days of such date; and (ii) in the case of acceptances received that are complete in all respects, after such date but while the Offer remains open for acceptance, within 14 calendar days of such receipt, in the following manner:

Collagen Shares held in certificated form (i.e. not in CREST)

Where an acceptance relates to Collagen Shares held in certificated form, settlement of any cash due shall be despatched by first class post (or such other method as may be approved by the Panel) to accepting Collagen Shareholders or their appointed agents (but not into any Restricted Jurisdiction where such despatch is restricted by applicable law). All such cash payments shall be made in pounds sterling by cheque drawn on a branch of a clearing bank in the United Kingdom.

Collagen Shares held in uncertificated form (i.e. in CREST)

Where an acceptance relates to Collagen Shares held in uncertificated form, the cash consideration to which an accepting Collagen Shareholder is entitled shall be paid by means of a CREST payment in favour of the accepting Collagen Shareholder's payment bank in respect of the cash consideration due, in accordance with CREST payment arrangements. RDI reserves the right to settle all or any part of the consideration referred to in this paragraph, for all or any accepting Collagen Shareholder(s), in the manner referred to in the above paragraph (Collagen Shares held in certificated form) if, for any reason, it wishes to do so.

Lapse or withdrawal of the Offer

If the Offer does not become or is not declared unconditional in all respects:

- in the case of Collagen Shares held in certificated form, the relevant Form of Acceptance, share certificate(s) and/or other document(s) of title shall be returned by post (or by such other method as may be approved by the Panel) no later than 14 calendar days after the date on which the Offer lapses, to the person or agent whose name and address is set out in Box A or Box 4 (if appropriate) of the Form of Acceptance or, if none is set out, to the first named holder at his or her registered address (provided that no such documents shall be sent to an address in a Restricted Jurisdiction where to do so would infringe applicable law); and

- in the case of Collagen Shares held in uncertificated form, the Escrow Agent shall, immediately after the lapsing of the Offer (or within such longer period as the Panel may permit, not exceeding 14 calendar days after the lapsing of the Offer), give TTE instructions to Euroclear to transfer all Collagen Shares held in escrow balances and in relation to which it is the Escrow Agent for the purposes of the Offer to the original available balances of the Collagen Shareholders concerned.

General

All remittances, communications, notices, certificates and documents of title sent by, to or from Collagen Shareholders or their appointed agents shall be sent at their own risk.

All mandates, instructions and other instruments in force relating to holdings of Collagen Shares shall, unless and until revoked, continue in force.

14 Offer-related arrangements

RDI and Collagen entered into a mutual confidentiality agreement on 24 April 2020 (the “**Confidentiality Agreement**”) pursuant to which RDI and Collagen have undertaken to keep confidential information relating to the other party and not disclose it to third parties (other than to permitted persons) unless required by applicable law or regulation. Such confidentiality obligations will remain in force until completion of the Offer or otherwise for a period of 12 months from the date of the agreement.

The Confidentiality Agreement also contains customary standstill and non-solicitation undertakings from RDI to Collagen in connection with the acquisition of interests in the securities of Collagen and existing Collagen employees.

15 Further Information

The terms and Conditions of the Offer are set out in full in Appendix I to this document. Your attention is drawn to the further information in the Appendices, which form part of this document, and, in respect of Collagen Shares held in certificated form, the accompanying Form of Acceptance.

16 Action to be taken

To accept the Offer in respect of certificated Collagen Shares you must complete and sign the Form of Acceptance in accordance with the instructions printed on it and return it together with your share certificate(s) or other document(s) of title to the Receiving Agent, Neville Registrars, at Neville House, Steelpark Road, Halesowen, B62 8HD by post or by hand (between 9.00 a.m. and 5.00 p.m. (London time) Monday to Friday (excluding public holidays in England and Wales)), as soon as possible, but in any event so as to arrive by no later than 1.00 p.m. (London time) on 5 October 2020.

Acceptances in respect of uncertificated Collagen Shares should be made electronically through CREST so that the TTE instruction settles not later than 1.00 p.m. (London time) on 5 October 2020.

Yours faithfully,

Thomas J. Rosen
Director

For and on behalf of
Rosen’s Diversified, Inc.

APPENDIX I

CONDITIONS AND CERTAIN FURTHER TERMS OF THE OFFER

PART A: THE CONDITIONS

1. The Offer is subject to the following Conditions:

- (a) valid acceptances of the Offer being received (and not, where permitted, withdrawn) by no later than 1.00 p.m. (London time) on the First Closing Date of the Offer (or such later time(s) and/or dates(s) as RDI may, with the consent of the Panel or in accordance with the Code, decide) in respect of not less than 90 per cent. (or such lower percentage as RDI may decide) (i) in nominal value of Collagen Shares to which the Offer relates, and (ii) of the voting rights attached to those shares, provided that this Acceptance Condition will not be satisfied unless RDI and/or any of its wholly owned subsidiaries shall have acquired or agreed to acquire (whether pursuant to the Offer or otherwise and including any existing holding of RDI), directly or indirectly, Collagen Shares carrying in aggregate more than 50 per cent. of the voting rights then normally exercisable at a general meeting of Collagen;

and for the purposes of this Acceptance Condition:

- (i) Collagen Shares which have been unconditionally allotted but not issued before the Offer becomes or is declared unconditional as to acceptances, whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise, shall be deemed to carry the voting rights they shall carry upon issue; and
- (ii) valid acceptances shall be deemed to have been received in respect of Collagen Shares which are treated for the purposes of Part 28 of the Companies Act as having been acquired or contracted to be acquired by RDI by virtue of acceptances of the Offer or otherwise;
- (b) subject to Part B below and to the requirements of the Panel, the Offer is also conditional upon the following matters, unless such Conditions (as amended as appropriate) have been satisfied (where capable of satisfaction) and continue to be satisfied or, where relevant, waived:
- (i) all notifications and filings which are necessary in connection with the Offer having been made by the relevant party, all necessary waiting periods (including any extension to them) under any applicable legislation or regulations of any jurisdiction having expired, lapsed or been terminated, all necessary statutory or regulatory obligations in any relevant jurisdiction having been complied with and all Authorisations which in each case are necessary for or in respect of the Offer, its implementation or any acquisition of any shares in, or control or management of, Collagen or any other member of the Wider Collagen Group by any member of the Wider RDI Group, in each case where the absence of such notification, filing or application would have a material adverse effect on the Wider RDI Group or the Wider Collagen Group in each case taken as a whole, and all Authorisations necessary in respect thereof having been obtained on terms and in a form reasonably satisfactory to RDI from all Relevant Authorities or persons with whom any member of the Wider Collagen Group has entered into contractual arrangements (other than contractual arrangements which have been Fairly Disclosed) in each case where the direct consequence of a failure to make such notification or filing or to wait for the expiry, lapse or termination of any such waiting period or to comply with such obligation or obtain such Authorisation from such a person would have a material adverse effect on the Wider Collagen Group taken as a whole, and all such Authorisations, together with all Authorisations necessary to carry on the business of any member of the Wider Collagen Group, remaining in full force and effect at the time when the Offer becomes wholly unconditional and there being no intimation of any intention to revoke or not to renew, withdraw, suspend, withhold, modify or amend the same in consequence of the Offer becoming wholly unconditional;
- (ii) no Relevant Authority having instituted, implemented or threatened any action, suit, proceedings, investigation, reference or enquiry, or enacted, made or proposed any statute, regulation, order or decision, or having taken any other steps or measures that would or

might reasonably be expected to, in any case which would be material in the context of the Wider Collagen Group or the Wider RDI Group, as the case may be, when taken as a whole:

- (A) make the Offer, its implementation or the acquisition or proposed acquisition of any shares or other securities in, or control over, Collagen or any member of the Wider Collagen Group by RDI or any member of the Wider RDI Group, illegal, void or unenforceable under the laws of any relevant jurisdiction or otherwise directly or indirectly materially restrict, restrain, prohibit, delay, frustrate or interfere in the implementation of or impose additional material conditions or obligations with respect to or otherwise materially challenge the Offer or such proposed acquisition in any case in a manner which is material in the context of the Wider Collagen Group when taken as a whole (including without limitation, taking any steps which would entitle the Relevant Authority to require any member of the Wider RDI Group to dispose of all or some of its Collagen Shares or restrict the ability of any member of the Wider RDI Group to exercise voting rights in respect of some or all of such Collagen Shares);
- (B) require, prevent or materially delay a divestiture by any member of the Wider RDI Group of any shares or other securities in Collagen;
- (C) except pursuant to Chapter 3 of Part 28 of the Companies Act, impose any material limitation on, or result in a material delay in, the ability of RDI or Collagen or any member of the Wider RDI Group to acquire or hold or exercise effectively, directly or indirectly, any rights of ownership of shares or other securities in any member of the Wider Collagen Group or voting rights or management control over any member of the Wider Collagen Group;
- (D) require, prevent or materially delay a divestiture by any member of the Wider RDI Group or the Wider Collagen Group of all or any material portion of their respective businesses, assets or properties or impose any material limitation on the ability of any of them to conduct their respective businesses or own their respective assets or properties;
- (E) result in any member of the Wider Collagen Group or the Wider RDI Group ceasing to be able to carry on their business under any name under which it presently does so to an extent which is material and adverse to the relevant group taken as a whole;
- (F) impose any material limitation on the ability of any member of the Wider RDI Group or of the Wider Collagen Group to integrate or co-ordinate its business, or any part of it, with the businesses or any part of the businesses of any other member of the Wider RDI Group or of the Wider Collagen Group in a manner that is materially adverse to the relevant group taken as a whole;
- (G) otherwise affect any or all of the businesses, assets, prospects or profits of any member of the Wider RDI Group or any member of the Wider Collagen Group in a manner which is material and adverse to the relevant group taken as a whole; or
- (H) other than in the implementation of the Offer pursuant to Chapter 3 of Part 28 of the Companies Act, require the divestiture by any member of the Wider RDI Group of any shares, securities or other interests in any member of the Wider Collagen Group;

and all applicable waiting and other time periods during which any such Relevant Authority could institute, or implement or threaten any proceedings, suit, investigation or enquiry or enact, make or propose any such statute, regulation or order or take any other such step having expired, lapsed or been terminated;

- (iii) except as Fairly Disclosed, there being no provision of any Authorisation or other instrument to which any member of the Wider Collagen Group is a party, or by or to which any such member, or any of its assets, is bound or subject, which could or might reasonably be expected, as a consequence of the Offer or of the proposed acquisition by RDI of any shares or other securities (or the equivalent) in Collagen or because of a change in, or control or management of, any member of the Wider Collagen Group, result, in any case to an extent which is material in the context of the Wider Collagen Group taken as a whole, in:
 - (A) any assets or interests of any member of the Wider Collagen Group being or falling to be disposed of or charged, or any right arising under which any such assets or interests

could be required to be disposed of or charged or could cease to be available to any member of the Wider Collagen Group, other than in the ordinary course of business;

- (B) any monies borrowed by or other indebtedness or material liabilities (actual or contingent) of, or any grant available to, any member of the Wider Collagen Group becoming repayable or being capable of being declared repayable immediately or earlier than its stated repayment date or the ability of such member of the Wider Collagen Group to incur any indebtedness becoming or being capable of being or becoming withdrawn or prohibited;
- (C) any such Authorisation or other instrument being terminated or materially adversely modified, affected, amended or varied or any materially adverse action being taken or any onerous obligation or liability arising thereunder;
- (D) the business or interests of any member of the Wider Collagen Group with any firm, body or person (or any arrangements relating to such business or interests) being terminated, modified, affected, amended or varied in any materially adverse manner;
- (E) the value of or the financial or trading position or prospects of any member of the Wider Collagen Group being prejudiced or adversely affected;
- (F) the creation of any liability (actual or contingent) by any member of the Wider Collagen Group other than in the ordinary course of business;
- (G) any liability of any member of the Wider Collagen Group to make any severance, termination, bonus or other payment to any of its directors or other officers;
- (H) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any member of the Wider Collagen Group or any such mortgage, charge or security (whenever arising or having arisen) becoming enforceable; or
- (I) any member of the Wider Collagen Group ceasing to be able to carry on business under any name under which it currently does so,

and, except as Fairly Disclosed, no event having occurred which, under any provision of any Authorisation or other instrument to which any member of the Wider Collagen Group is a party, or by or to which any such member, or any of its assets, is bound, or subject, would reasonably be expected to result, in any case to an extent which is material and adverse in the context of the Wider Collagen Group taken as a whole, in any of the events or circumstances as are referred to in items (i) to (vii) inclusive of this section;

(iv) since 31 March 2020 and except as Fairly Disclosed:

- (A) no enquiry or investigation by or complaint or reference to any Relevant Authority against or in respect of any member of the Wider Collagen Group or no criminal proceedings, litigation, arbitration proceedings, mediation proceedings, prosecution or other legal proceedings to which any member of the Wider Collagen Group is or may become a party (whether as claimant, defendant or otherwise) having been instituted or threatened or remaining outstanding against or in respect of any member of the Wider Collagen Group which in any case is material in the context of the Wider Collagen Group taken as a whole;
- (B) no adverse change or deterioration having occurred in the business, assets, financial or trading position or profits of any member of the Wider Collagen Group which in any case is material in the context of the Wider Collagen Group taken as a whole;
- (C) no contingent or other liability having arisen, become apparent or increased which in any case is material in the context of the Wider Collagen Group taken as a whole; and
- (D) no steps having been taken and no omissions having been made which would reasonably be expected to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Wider Collagen Group, which is material to, and necessary for the proper carrying on of, its business;

- (v) since 31 March 2020 and except as Fairly Disclosed, neither Collagen nor any other member of the Wider Collagen Group having:
- (A) issued or agreed to issue or authorised or announced its intention to authorise or propose the issue or grant of additional shares of any class, or securities convertible into or exchangeable for, or rights, warrants or options to subscribe for or acquire any such shares or convertible securities or transferred or sold any Collagen Shares out of treasury (save as between Collagen and any member of the Wider Collagen Group or between any members of the Wider Collagen Group and save for the issue of Collagen Shares in connection with the entitlements of participants under the Collagen Share Schemes, including any issue of Collagen Shares to an employee benefit trust);
 - (B) purchased, redeemed or repaid any of its own shares or other securities or reduced or made any other changes to its share capital, except in respect of the matters mentioned in Condition 1(b)(v)(A) above;
 - (C) recommended, declared, paid or made or proposed to recommend, declare, pay or make any dividend, bonus or other distribution whether payable in cash or otherwise, other than to Collagen or a wholly-owned subsidiary of Collagen;
 - (D) save for any transaction between Collagen and any member of the Wider Collagen Group or between any members of the Wider Collagen Group, merged with, demerged or acquired any body corporate, partnership or business or acquired or disposed of or transferred, mortgaged, charged or created any security interest over any assets or any right, title or interest in any assets (including shares in subsidiaries and trade investments) which in any case would be material in the context of the Wider Collagen Group taken as a whole;
 - (E) save for any transaction between Collagen and any member of the Wider Collagen Group or between any members of the Wider Collagen Group, issued or authorised the issue of any debentures or incurred or increased any indebtedness or liability or become subject to a contingent liability which in any case is material in the context of the Wider Collagen Group taken as a whole;
 - (F) entered into, varied or authorised any arrangement, transaction, contract or commitment other than in the ordinary course of business (whether in respect of capital expenditure or otherwise) which is of a long-term, onerous or unusual nature or which involves an obligation of a nature and magnitude which is material in the context of the Wider Collagen Group taken as a whole or is likely to materially restrict the scope of the existing business of any member of the Wider Collagen Group other than to a nature and extent which is normal in the context of the business concerned;
 - (G) save for any transaction between Collagen and any member of the Wider Collagen Group or between any members of the Wider Collagen Group, entered into, implemented, effected or authorised any merger, demerger, reconstruction, amalgamation, scheme, commitment or other transaction or arrangement (other than the Offer) in relation to itself or another member of the Wider Collagen Group otherwise than in the ordinary course of business which in any case is material in the context of the Wider Collagen Group taken as a whole;
 - (H) otherwise than in the ordinary course of business, waived or compromised any claim which is material in the context of the Wider Collagen Group taken as a whole;
 - (I) taken any corporate action or had any legal proceedings started or threatened against it for its winding up (whether voluntary or otherwise), dissolution or reorganisation or analogous proceedings in any jurisdiction or for the appointment of a receiver, trustee, administrator, administrative receiver or similar officer in any jurisdiction of all or any of its assets and revenues or had any such person appointed which in any case is material in the context of the Wider Collagen Group taken as a whole;
 - (J) taken or proposed any steps, corporate action or had any legal proceedings instituted or threatened against it in relation to the suspension of payments or a moratorium of any indebtedness that is material in the context of the Wider Collagen Group taken as a whole;

- (K) been unable or admitted in writing that it is unable to pay its debts or having stopped or suspended (or threatened to do so) payments of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business in any case which is material in the context of the Wider Collagen Group taken as a whole;
 - (L) save for any transaction between Collagen and any member of the Wider Collagen Group or between any members of the Wider Collagen Group made or authorised any change in its loan capital which is material in the context of the Wider Collagen Group taken as a whole;
 - (M) entered into or varied in any material respect the terms of any letter of appointment or service agreement (as the case may be) with or relating to any of the executive directors, non-executive directors or senior executives of Collagen or any of the directors or senior executives of any other member of the Wider Collagen Group;
 - (N) proposed, agreed to provide or modified in any material respect the terms of any share option scheme, incentive scheme or, other than in the ordinary course of business, any other benefit relating to the employment or termination of employment of any person employed by the Wider Collagen Group which in any case is material in the context of the Wider Collagen Group taken as a whole;
 - (O) made any alteration to its Articles of Association or other incorporation or constitutional documents which is material in the context of the Offer; or
 - (P) otherwise than in the ordinary course of business entered into any agreement or commitment or passed any resolution or made any offer which remains open for acceptance or proposed or announced any intention with respect to any of the transactions, matters or events referred to in this paragraph (v);
- (vi) RDI not having discovered that, except as Fairly Disclosed:
- (A) any financial, business or other information concerning the Wider Collagen Group disclosed publicly or disclosed to any member of the Wider RDI Group by any member of the Wider Collagen Group prior to the date of the Announcement is to a material extent misleading, contains a material misrepresentation of fact or omits to state a fact necessary to make the information therein not misleading to a material extent and which was not corrected before the date of the Announcement either by public disclosure through a Regulatory Information Service or by a written disclosure to the Wider RDI Group and which is material in the context of the Wider Collagen Group taken as a whole; or
 - (B) any information which affects the import of any information disclosed to any member of the Wider RDI Group at any time by or on behalf of any member of the Wider Collagen Group which is material in the context of the Wider Collagen Group taken as a whole; or
 - (C) any member of the Wider Collagen Group has not complied with any applicable legislation or regulations of any relevant jurisdiction with regard to the use, storage, transport, treatment, handling, disposal, release, discharge, spillage, leak or emission of any waste or hazardous substance or any substance likely to impair the environment or harm human health, or otherwise relating to environmental matters or the health and safety of any person where non-compliance would be likely to give rise to any liability or cost (whether actual or contingent) on the part of any member of the Wider Collagen Group which in any case is material in the context of the Wider Collagen Group taken as a whole; or
 - (D) there has been an emission, discharge, disposal, spillage or leak of waste or hazardous substance or any substance likely to impair the environment or harm human health which would be likely to give rise to any liability or cost (whether actual or contingent) on the part of any member of the Wider Collagen Group which in any case is material in the context of the Wider Collagen Group taken as a whole; or

- (E) there is or is likely to be any liability (whether actual or contingent) to improve or install new plant or equipment or make good, repair, reinstate or clean up any property now or previously owned, occupied or made use of by any past or present member of the Wider Collagen Group under any environmental legislation, regulation, notice, circular or order of any Relevant Authority or any other person or body in any jurisdiction which in any case is material in the context of the Wider Collagen Group taken as a whole; or
 - (F) circumstances exist whereby a person or class of person would be likely to have any claim or claims in respect of any product or process of manufacture or materials used therein now or previously manufactured, sold or carried out by any past or present member of the Wider Collagen Group which in any case is material in the context of the Wider Collagen Group taken as a whole; and
- (vii) except as Fairly Disclosed, no member of the Wider Collagen Group nor the trustees of any relevant pension scheme having, since 31 March 2020 (and in each case to an extent which is material and adverse in the context of the Wider Collagen Group taken as a whole):
- (A) made or agreed or consented to any significant change (i) to the terms of any trust deeds constituting the pension schemes established for the directors or employees (or their dependants) of any member of the Wider Collagen Group, (ii) to the benefits which accrue, (iii) to the pensions which are payable thereunder for all members or any category of members, (iv) to the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined for all members or any category of members (including with regard to commutation factors where employer agreement is required to change such factors), or (v) to the basis on which the liabilities (including pensions) of such pension schemes are funded (including putting in place, agreeing or consenting to technical provisions, actuarial valuations, statements of funding principles, schedules of contributions and recovery plans pursuant to Part 3 of the Pensions Act 2004); or
 - (B) established any new pensions arrangements.

PART B:

WAIVER OF CONDITIONS AND CERTAIN FURTHER TERMS OF THE OFFER

1. RDI reserves the right (subject to the requirements of the Code and the Panel) to waive in whole or in part all or any of the above Conditions, other than the Acceptance Condition.
2. If RDI is required by the Panel to make an offer for Collagen Shares under the provisions of Rule 9 of the Code, RDI may make such alterations to the terms and conditions of the Offer (including the Acceptance Condition) as are necessary to comply with the provisions of that Rule, and such offer shall be subject to the terms and conditions as so amended.
3. The Offer will lapse unless all the Conditions to the Offer have been fulfilled or (if capable of waiver) waived or, where appropriate, determined by RDI to have been or remain satisfied by midnight (London time) on the date which is 21 days after the later of the First Closing Date and the date on which the Offer becomes, or is declared, unconditional as to acceptances (or such later date (if any) as RDI may, with the consent of the Panel or in accordance with the Code, decide).
4. RDI shall be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or to treat as fulfilled any of the Conditions except for the Acceptance Condition by a date earlier than the latest date for the fulfilment of that condition notwithstanding that the other Conditions of the Offer may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.
5. The Offer will lapse if, before 1.00 p.m. (London time) on the First Closing Date or the date on which the Offer becomes, or is declared, unconditional as to acceptances (whichever is later):
 - a. in so far as the Offer or any matter arising from or relating to the Offer constitutes a concentration with a Community dimension within the scope of Council Regulation (EC) 139/2004 (the "**Regulation**"), the European Commission initiates proceedings under Article 6(1)(c) of the Regulation or makes a referral under Article 9(1) of the Regulation to the CMA and the CMA makes a CMA Phase 2 Reference; or
 - b. in so far as the Offer or any matter arising from or relating to the Offer becomes subject to a CMA Phase 2 Reference.
6. If the Offer lapses, the Offer shall cease to be capable of further acceptance and accepting Collagen Shareholders and RDI shall cease to be bound by Forms of Acceptance submitted (in the case of Collagen Shares held in certificated form) and Electronic Acceptances inputted and settled (in the case of Collagen Shares held in uncertificated form), in each case, at, or before the time the Offer lapses.
7. RDI reserves the right to elect (with the consent of the Panel) to implement the Offer by way of a court-sanctioned Scheme of Arrangement. In such event, the Offer will be implemented on substantially the same terms as those which would apply to the Offer, subject to appropriate amendments to reflect the change in method (including statutory voting requirements). The Panel, in determining the offer timetable that would apply following such an election by RDI, may take into account a number of factors including the views of the Independent Collagen Directors.
8. The availability of the Offer to persons not resident in the United Kingdom may be affected by the laws of the Restricted Jurisdictions. Persons who are not resident in the United Kingdom should inform themselves about and observe any applicable requirements.
9. Unless otherwise determined by RDI or required by the Code and permitted by applicable law and regulation, the Offer is not being, and will not be, made, directly or indirectly, in or into or by the use of the mails of, or by any other means or instrumentality (including, without limitation, facsimile transmission, telex, telephone, internet or other forms of electronic transmission) of interstate or foreign commerce of, or by any facility of a national, state or other securities exchange of, any Restricted Jurisdiction and will not be capable of acceptance by any such use, means, instrumentality or facility or from within any Restricted Jurisdiction, unless otherwise determined by RDI and as permitted by applicable law.

10. Under Rule 13.5 of the Code, RDI may only invoke a Condition so as to cause the Offer not to proceed, to lapse or to be withdrawn where the circumstances which give rise to the right to invoke the Condition are of material significance to the RDI Group in the context of the Offer. Whether any Condition is capable of being invoked by RDI would be determined by the Panel. The Acceptance Condition is not subject to Rule 13.5 of the Code.
11. Collagen Shares will be acquired pursuant to the Offer fully paid with full title guarantee and free from all liens, charges, equitable interests, encumbrances, rights of pre-emption and any third party interests and other rights of any nature whatsoever and together with all rights now or hereafter attaching thereto, including voting rights and the right to receive and retain in full all dividends and other distributions (if any), and any other return of capital (whether by way of reduction of share capital or share premium account or otherwise), declared, made or paid on or after the date of the Announcement.
12. If, on or after the date of this document and before the Offer becomes or is declared wholly unconditional, any dividend, other distribution and/or other return of capital is authorised, declared, made or paid or becomes payable in respect of the Collagen Shares, RDI reserves the right to reduce the consideration payable under the terms of the Offer for the Collagen Shares by an amount of up to the amount of such dividend, distribution and/or return of capital, in which case any reference in this document to the consideration payable under the terms of the Offer will be deemed to be a reference to the consideration as so reduced. To the extent that any such dividend, distribution and/or other return of capital is authorised, declared, made or paid or is payable and it is: (i) transferred pursuant to the Offer on a basis which entitles RDI to receive the dividend, distribution or return of capital and to retain it; or (ii) cancelled, the consideration payable under the terms of the Offer will not be subject to change in accordance with this paragraph. Any exercise by RDI of its rights referred to in this paragraph shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the Offer.
13. The Offer and any dispute or claim arising out of, or in connection with, it (whether contractual or non-contractual in nature) is governed by the laws of England and Wales and subject to the jurisdiction of the courts of England and Wales. The Offer is also subject to the applicable requirements of the Code, the Panel, the London Stock Exchange, the FCA and the AIM Rules.
14. Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.

PART C:
FURTHER TERMS OF THE OFFER

1. Except where the context requires otherwise, any reference in this document and in the Form of Acceptance to:
 - the “Offer” includes any revision, variation, renewal or extension of the Offer;
 - “acceptances of the Offer” includes deemed acceptances of the Offer;
 - the Offer being, becoming or being declared “unconditional” means the Offer being, becoming or being declared unconditional as to acceptances whether or not any other Condition of the Offer remains to be fulfilled;
 - an “extension of the Offer” includes a reference to an extension of the date by which the Acceptance Condition has to be fulfilled;
 - “First Closing Date” means 5 October 2020 (or such later date, if any, as RDI may (subject to the Code or with consent of the Panel) decide);
 - “Day 39” means 23 October 2020 (or such other later date as the Panel may agree);
 - “Day 46” means 30 October 2020 (or such other later date as the Panel may agree); and
 - “Day 60” means 13 November 2020 (or such other later date as may be determined by RDI with the agreement of the Panel to be the last date for fulfilment of the Acceptance Condition in accordance with the Code).

Acceptance Period

- 2.1 The Offer is initially open for acceptance until 1.00 p.m. (London time) on the First Closing Date. RDI reserves the right (but will not be obliged, other than as may be required by the Code) at any time or from time to time to extend the Offer (with the consent of the Panel where required) after such time and, in such event, will make a public announcement of such extension in the manner described in paragraph 4.1 below and give oral or written notice of such extension to the Receiving Agent. If the Offer has not become unconditional by the First Closing Date, RDI currently intends to extend the Offer until such time as the Offer becomes unconditional. There can be no assurance, however, that RDI will, in such circumstances, extend the Offer or, where applicable, the Panel will consent to such an extension. If no such extension occurs, the Offer will lapse on the First Closing Date and no Collagen Shares will be purchased pursuant to the Offer.
- 2.2 Although no revision is contemplated, if RDI revises the Offer, it will remain open for acceptance for a period of at least 14 calendar days (or such other period as may be permitted by the Panel) after the date on which RDI publishes the revised offer document. Except with the consent of the Panel, RDI may not revise the Offer or publish any revised offer document after Day 46 or, if later, the date which is 14 calendar days before the last date on which the Offer can become unconditional.
- 2.3 The Offer, whether revised or not, shall not (except with the consent of the Panel) be capable of becoming unconditional after midnight (London time) on Day 60 (or any other time or date beyond which RDI has stated that the Offer will not be extended and has not, where permitted, withdrawn that statement) nor of being kept open for acceptance after that time and/or date unless the Offer has previously become unconditional as to acceptances, provided that RDI reserves the right, with the consent of the Panel, to extend the time for the Offer to become unconditional to a later time(s) and/or date(s). If the Offer has not become unconditional at such time (taking account of any prescribed extension of the Offer), the Offer will lapse in the absence of a competing bid and/or unless the Panel agrees otherwise. If the Offer lapses for any reason, the Offer shall cease to be capable of further acceptance and RDI and Collagen Shareholders shall cease to be bound by prior acceptances. RDI reserves the right, subject to the consent of the Panel, to extend the time for the Offer to become unconditional to any later time(s) and/or date(s).
- 2.4 If the Offer becomes unconditional, it will remain open for acceptance for not less than 14 calendar days from the date on which it would otherwise have expired. If the Offer becomes unconditional and

it is stated by or on behalf of RDI that the Offer will remain open until further notice or if the Offer will remain open for acceptances beyond the 70th calendar day following publication of this document, then not less than 14 calendar days' notice will be given by or on behalf of RDI to Collagen Shareholders (and persons with information rights) who have not accepted the Offer prior to closing the Offer.

- 2.5 If a competitive situation arises or further develops (as determined by the Panel) after a “no increase” and/or “no extension” statement (as referred to in the Code) has been made by or on behalf of RDI in relation to the Offer, RDI may, if it specifically reserves the right to do so at the time the statement is made (or otherwise with the consent of the Panel), choose not to be bound by or withdraw the statement and extend or revise the Offer provided it complies with the requirements of the Code and, in particular, that:
- (a) it announces the withdrawal and states that it is free to extend or revise the Offer (as appropriate) as soon as possible and in any event within four Business Days after the date of the firm announcement of the competing offer or other competitive situation;
 - (b) it sends a notice to Collagen Shareholders (and persons with information rights) at the earliest practicable opportunity in writing to that effect or, in the case of Collagen Shareholders (and persons with information rights) with registered addresses in Restricted Jurisdictions or whom RDI reasonably believes to be nominees, custodians or trustees holding Collagen Shares for such persons, by announcement in the United Kingdom; and
 - (c) any Collagen Shareholders who accept the Offer after the “no increase” and/or “no extension” statement are given a right of withdrawal as described in paragraph 5.4 below.
- 2.6 If Collagen publishes material new information of the kind referred to in Rule 31.9 of the Code after Day 39, RDI may choose not to be bound by a “no increase” and/or “no extension” statement if it specifically reserved the right to do so at the time such statement was made (or otherwise with the consent of the Panel) and be free to extend or revise the Offer if permitted to do so by the Panel, provided that:
- (a) it announces the withdrawal and states that it is free to extend or revise the Offer (as appropriate) as soon as possible and in any event within four Business Days after the date of publication by Collagen; and
 - (b) it notifies Collagen Shareholders (and persons with information rights) at the earliest practicable opportunity in writing to that effect or, in the case of Collagen Shareholders (and persons with information rights) with registered addresses in Restricted Jurisdictions or whom RDI reasonably believes to be nominees, custodians or trustees holding Collagen Shares for such persons, by announcement in the United Kingdom.
- 2.7 RDI may, if it specifically reserves the right to do so at the time the statement is made (or otherwise with the consent of the Panel), choose not to be bound by the terms of a “no increase” and/or “no extension” statement and may publish an increased or improved offer if it is recommended for acceptance by the Collagen Directors, or in any other circumstances permitted by the Panel.
- 2.8 If a competitive situation arises or further develops (as determined by the Panel) and is continuing on the Business Day immediately preceding Day 60, RDI will enable holders of Collagen Shares in uncertificated form, who have not already validly accepted the Offer but who have previously accepted a competing offer, to accept the Offer by special form of acceptance to take effect on Day 60 (or such later date as may be agreed by the Panel). The special form of acceptance shall constitute a valid acceptance of the Offer provided that:
- (a) it is received by the Receiving Agent on or before Day 60 (or such later date as may be agreed by the Panel);
 - (b) the relevant Collagen Shareholder shall have applied to withdraw his acceptance of the competing offer but that the Collagen Shares to which such withdrawal relates shall not have been released from escrow by the Escrow Agent to the competing offer before Day 60 (or such later date as may be agreed by the Panel); and
 - (c) the Collagen Shares to which the special form of acceptance relates are not transferred to escrow in accordance with the procedure for acceptance set out in the letter from RDI contained in Part II

of this document on or before Day 60, but an undertaking is given that they will be so transferred as soon as possible thereafter. Collagen Shareholders wishing to use such special forms of acceptance should apply to the Receiving Agent between 9.00 a.m. and 5.00 p.m. (London time) Monday to Friday on 0121 585 1131 from within the UK or +44 (0) 121 585 1131 if calling from outside the UK by the Business Day preceding Day 60 in order that such forms can be despatched. Notwithstanding the right to use such a special form for acceptance, holders of Collagen Shares in uncertificated form may not use a Form of Acceptance (or any other purported acceptance form) for the purpose of accepting the Offer in respect of such shares.

3 Acceptance Condition

3.1 Except with the consent of the Panel, for the purpose of determining at any particular time whether the Acceptance Condition is satisfied, RDI may only take into account acceptances received or purchases of Collagen Shares made in respect of which all relevant documents and/or TTE instructions are received by the Receiving Agent:

- (a) by 1.00 p.m. (London time) on Day 60 (or any other date beyond which RDI has stated that it will not extend the Offer and RDI has not withdrawn that statement); or
- (b) if the Offer is extended beyond Day 60 with the consent of the Panel, such later time(s) or date(s) as the Panel may agree.

If the latest time at which the Offer may become unconditional is extended beyond midnight on Day 60, acceptances received and purchases made in respect of which the relevant documents are received by the Receiving Agent after 1.00 p.m. (London time) on that date may only be taken into account with the agreement of the Panel (except where the Code permits otherwise).

3.2 Except as otherwise agreed by the Panel:

- (a) an acceptance of the Offer will only be counted towards fulfilling the Acceptance Condition if the requirements of Note 4 and, if applicable, Note 6 on Rule 10 of the Code are satisfied in respect of it;
- (b) a purchase of Collagen Shares by RDI or its nominee(s) or (if RDI is required by the Panel to make an offer for Collagen Shares under Rule 9 of the Code) by a person acting in concert with RDI or its nominee(s), will only be counted towards fulfilling the Acceptance Condition if the requirements of Note 5 and, if applicable, Note 6 on Rule 10 of the Code are satisfied in respect of it;
- (c) Collagen Shares which have been borrowed by RDI may not be counted towards fulfilling the Acceptance Condition; and
- (d) before the Offer may become or be declared unconditional, the Receiving Agent shall issue a certificate to RDI (or its agent) which states the number of Collagen Shares in respect of which acceptances have been received and not validly withdrawn, and the number of Collagen Shares otherwise acquired, whether before or during the Offer Period, which comply with the provisions of this paragraph 3. A copy of the certificate will be sent to the Panel as soon as possible after it is issued.

3.3 For the purpose of determining at any particular time whether the Acceptance Condition is satisfied RDI is not bound (unless required by the Panel) to take into account any Collagen Shares which have been unconditionally allotted or issued or which arise as a result of the exercise of conversion rights before the determination takes place unless Collagen or its agent has given written notice to RDI or the Receiving Agent at the address set out in paragraph 5.8 below on behalf of RDI containing relevant details of the allotment, issue or conversion. Notification by telex, fax or other electronic transmission does not constitute written notice for this purpose.

4 Announcements

4.1 Without prejudice to paragraph 5.2 below, by 8.00 a.m. (London time) on the next Business Day (the "relevant day") following the day on which the Offer is due to expire or becomes or is declared unconditional, or is revised or extended (or such later time(s) or date(s) as the Panel may agree), RDI

will make an appropriate announcement. The announcement will state (unless otherwise permitted by the Panel):

- (a) the total number of Collagen Shares for which acceptances of the Offer have been received, specifying (i) the extent, if any, to which such acceptances have been received from any person(s) acting or deemed to be acting in concert with RDI for the purposes of the Offer and (ii) which were the subject of an irrevocable commitment or letter of intent procured by RDI or any person acting in concert with it;
- (b) details of any Collagen relevant securities in which RDI or any person acting in concert with it has an interest or in respect of which it has a right to subscribe, in each case specifying the nature of the interests or rights concerned and details of any short positions over Collagen relevant securities held by RDI or any person acting in concert with it (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery;
- (c) details of any Collagen relevant securities in respect of which RDI or any person acting in concert with it has an outstanding irrevocable commitment or letter of intent; and
- (d) details of any Collagen relevant securities which RDI or any person acting in concert with it has borrowed or lent, save for any borrowed shares which have been either on-lent or sold,

and will specify the percentages of each class of relevant securities represented by these figures. The announcement will also include a statement of the total number of shares which RDI may count towards the satisfaction of the Acceptance Condition and the percentage of Collagen Shares represented by this figure.

- 4.2 Except as otherwise agreed by the Panel, in computing the number of Collagen Shares represented by acceptances and/or purchases for the announcement, an acceptance or purchase will only be counted towards fulfilling the Acceptance Condition if the requirements of Notes 4, 5 and 6 (as applicable) on Rule 10 of the Code are satisfied. Subject to this, RDI may include or exclude, for announcement purposes, acceptances and purchases not in all respects in order or not accompanied by the relevant share certificate(s) and/or other document(s) of title and/or not accompanied by the relevant TTE instruction or which are subject to verification.
- 4.3 Any decision to extend the time and/or date by which the Acceptance Condition has to be fulfilled may be made at any time up to, and will be announced by 8.00 a.m. (London time) on the relevant day or such later time(s) and/or date(s) as the Panel may agree. The announcement may state that the Offer is closed for acceptance or it may state the next expiry time and date or, if the Offer is then unconditional, it may instead state that the Offer will remain open until further notice.
- 4.4 In this Appendix I, references to the making of an announcement or the giving of notice by or on behalf of RDI include (without limitation), in each case by RDI's public relations consultants or other nominee of RDI, on behalf of RDI, the release of an announcement to the press and/or the transmission by whatever means of an announcement to a Regulatory Information Service. An announcement made otherwise than through a Regulatory Information Service will be notified simultaneously through a Regulatory Information Service (unless the Panel agrees otherwise).
- 4.5 A copy of any announcement made by RDI in accordance with this paragraph 4 will be made available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Collagen's website at: <https://ir.collagensolutions.com/content/investors/takeover-documentation> promptly and in any event by no later than 12 noon (London time) on the Business Day following the announcement. The content of the website referred to in this document is not incorporated into and does not form part of this document.
- 4.6 Without limiting the manner in which RDI may choose to make any public announcement and, subject to the obligations of RDI under applicable law and paragraph 4.5, RDI will have no obligation to publish, advertise or otherwise communicate any such public announcement other than by making a release to a Regulatory Information Service.

5 Rights of withdrawal

- 5.1 Except as provided by this paragraph 5 or as may otherwise be agreed in writing between RDI and any particular Collagen Shareholder in accordance with the Code, acceptances of and elections under the Offer are irrevocable.
- 5.2 If RDI announces the Offer to be unconditional and then fails to comply by 3.30 p.m. (London time) on the relevant day (as defined in paragraph 4.1 above) (or such later time(s) and/or date(s) as the Panel may agree) with any of the other requirements under the Code specified in paragraph 4.1 above, an accepting Collagen Shareholder may (unless the Panel agrees otherwise) withdraw his acceptance of the Offer, in the case of Collagen Shares in certificated form, by written notice (as defined in paragraph 5.8 below) or, in the case of Collagen Shares in uncertificated form, in accordance with paragraph 5.9 below. Subject to paragraph 2.3 above this right of withdrawal may be terminated not less than eight calendar days after the relevant day by RDI confirming, if such is the case, that the Offer is still unconditional, and complying with the other requirements specified in paragraph 4.1 above. If that confirmation is given, the first period of 14 calendar days referred to in paragraph 2.4 above will start on the date of that confirmation.
- 5.3 If by 1.00 p.m. (London time) on the day falling 21 days after the First Closing Date (or such later time(s) and/or date(s) as the Panel may agree) the Offer has not become unconditional, an accepting Collagen Shareholder may withdraw his acceptance of the Offer, in the case of Collagen Shares in certificated form, by written notice or, in the case of Collagen Shares in uncertificated form, in accordance with paragraph 5.9 below at any time before the earlier of:
 - (a) the time that the Offer becomes unconditional; and
 - (b) the final time for the lodging of acceptances of the Offer which can be taken into account in accordance with paragraph 3.1 above.
- 5.4 If a “no increase” and/or “no extension” statement is withdrawn in accordance with paragraph 2.5 above, a Collagen Shareholder who accepts the Offer after the date of the statement may withdraw such acceptance, in the case of Collagen Shares in certificated form, by written notice or, in the case of Collagen Shares in uncertificated form, in accordance with paragraph 5.9 below during the period of eight calendar days after the date on which RDI sends the notice of the withdrawal of that statement to Collagen Shareholders.
- 5.5 All questions as to the validity (including time of receipt) of any notice of withdrawal will be determined by RDI whose determination (except as required by the Panel) will be final and binding. None of RDI, Collagen, the Receiving Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification or for any determination under this paragraph 5.
- 5.6 If an accepting Collagen Shareholder withdraws his acceptance, all documents of title and other documents lodged with the Form of Acceptance will be returned by post (or by such other method as shall be approved by the Panel) as soon as practicable following the receipt of the withdrawal (and in any event no later than 14 calendar days after receipt of the withdrawal) and the Escrow Agent will immediately (or within such period as the Panel may permit, which, in any event, shall be no longer than 14 calendar days) give TFE instructions to Euroclear for the transfer of securities held in escrow to the original balances of the Collagen Shareholders concerned.
- 5.7 Collagen Shares in respect of which acceptances have been properly withdrawn in accordance with this paragraph 5 may subsequently be re-assented to the Offer by following one of the procedures described in paragraph 12 of Part II of this document at any time while the Offer remains open for acceptance.
- 5.8 In this paragraph 5, “written notice” (including any letter of appointment, direction or authority) means notice in writing bearing the original signature(s) of the relevant accepting Collagen Shareholder(s) or his/her/their agent(s) duly appointed in writing (evidence of whose appointment is produced with the notice in a form reasonably satisfactory to RDI) given by post or by hand during normal business hours (excluding public holidays in England and Wales) to the Receiving Agent, Neville Registrars, at Neville House, Steelpark Road, Halesowen, B62 8HD. Email or facsimile or other electronic

transmission or copies will not be sufficient to constitute written notice. A notice which is postmarked in, or otherwise appears to RDI or its agents to have been sent from, a Restricted Jurisdiction may not be treated as valid.

- 5.9 In the case of Collagen Shares held in uncertificated form, if withdrawals are permitted pursuant to paragraphs 5.2, 5.3 or 5.4 above, an accepting Collagen Shareholder may withdraw his acceptance through CREST by sending (or, if a CREST sponsored member, procuring that his CREST sponsor sends) an ESA instruction to settle in CREST in relation to each Electronic Acceptance to be withdrawn. Each ESA instruction must, in order for it to be valid and to settle, include the following details:
- (a) the number of Collagen Shares (in uncertificated form) to be withdrawn, together with their ISIN number which is **GB00B94T6Y14**;
 - (b) the member account ID of the accepting shareholder, together with his/her participant ID;
 - (c) the participant ID of the Escrow Agent (this is **7RA11**) included in the relevant Electronic Acceptance, together with the Escrow Agent's member account ID (this is **COLLAGEN**);
 - (d) the transaction reference number of the Electronic Acceptance to be withdrawn;
 - (e) the intended settlement date for the withdrawal;
 - (f) the corporate action number for the Offer (this is allocated by Euroclear and will be available on screen from Euroclear); and
 - (g) input with standard delivery instruction priority of 80.

Any such withdrawal will be conditional upon the Receiving Agent verifying that the withdrawal request is validly made. Accordingly, the Receiving Agent will, on behalf of RDI, reject or accept the withdrawal by transmitting in CREST a receiving agent reject (AEAD) message or a receiving agent accept (AEAN) message, as appropriate.

- 5.10 Should Collagen seek to invoke, or to cause or permit RDI to invoke, a condition which is not permitted by the Panel, depending on the circumstances and relevant facts, the Panel may instead determine that accepting Collagen Shareholders should have the right to withdraw their acceptances on such terms as the Panel considers appropriate with an amendment to the Code timetable as necessary. As a consequence, the Offer may cease to be unconditional as to acceptances as a result of such withdrawal rights being introduced.

6 Revised Offer

- 6.1 Although no revision is contemplated, if RDI revises the Offer (from its original or previously revised form(s) and either in its terms and Conditions or in the value or nature of the consideration offered or otherwise), the benefit of the revised offer will, subject to paragraphs 6.3, 6.5 and 8 below, be made available to any Collagen Shareholder who has accepted the Offer (in its original or any revised form(s)) and who has not validly withdrawn such acceptance (a "previous acceptor"). The acceptance by or on behalf of a previous acceptor will, subject to paragraphs 6.3, 6.5 and 8 below be deemed an acceptance of the revised offer and will constitute the separate appointment of each of RDI, and the Receiving Agent and any director or agent of, or any person authorised by, any of them as his agent and/or attorney with an irrevocable instruction and authorisation to such agent and/or attorney to:
- (a) accept the revised offer on behalf of such previous acceptor;
 - (b) if the revised offer includes alternative form(s) of consideration, to make elections for and/or accept the alternative form(s) of consideration on his behalf in the proportions the attorney and/or agent in his absolute discretion thinks fit; and
 - (c) execute on behalf of and in the name of such previous acceptor all documents (if any) and to do all things (if any) as may be required to give effect to such acceptances and/or elections.

In making any election and/or acceptance, the attorney and/or agent will take into account the nature of any previous acceptance(s) or election(s) made by or on behalf of the previous acceptor and other facts or matters he may reasonably consider relevant. The attorney and/or agent shall not be liable to any Collagen Shareholder or any other person in making such election and/or acceptance or in making any determination in respect thereof.

- 6.2 Although no revision is contemplated, if the Offer is revised, a revised offer document will be published. On the day of publication, RDI will arrange for the revised offer document to be published on Collagen's website and will announce that the revised offer document has been so published.
- 6.3 Although no revision is contemplated, if a revised offer document is published RDI will, as applicable, make the revised offer document readily and promptly available to its employee representatives or, where there are no such representatives, to the employees themselves. Collagen will make any circular published by the Collagen Directors readily and promptly available to its employee representatives or, where there are no such representatives, to the employees themselves.
- 6.4 The deemed acceptance and/or election referred to in paragraph 6.1 above shall not apply, and the power of attorney and authorities conferred by paragraph 6.1 above shall not be exercised if, as a result, a Collagen Shareholder would (on such basis as Strand Hanson may reasonably consider appropriate) receive and/or retain (as appropriate) less in aggregate in consideration under the revised offer or otherwise than he would have received and/or retained (as appropriate) in aggregate in consideration as a result of his acceptance of the Offer in the form originally accepted by such Collagen Shareholder or on his behalf.
- 6.5 The deemed acceptance and/or election referred to in paragraph 6.1 above shall not apply, and the power of attorney and the authorities conferred by that paragraph shall not be exercised to the extent that a previous acceptor: (i) in respect of Collagen Shares in certificated form, lodges with the Receiving Agent within 14 calendar days of publication of the revised offer document, a Form of Acceptance (or any other form issued by or on behalf of RDI) in which he validly elects to receive consideration under the revised offer in some other manner; or (ii) sends (or, if a CREST sponsored member, procures that his CREST sponsor sends), in respect of Collagen Shares in uncertificated form, an ESA instruction to settle in CREST in relation to each Electronic Acceptance in respect of which an election is to be changed. Each ESA instruction must, in order for it to be valid and to settle, include the following details:
- (a) the number of Collagen Shares (in uncertificated form) in respect of which the changed election is made, together with their ISIN number which is **GB00B94T6Y14**;
 - (b) the member account ID of the previous acceptor, together with his participant ID;
 - (c) the participant ID of the Escrow Agent (this is **7RA11**) included in the relevant Electronic Acceptance, together with the Escrow Agent's member account ID (this is **COLLAGEN**);
 - (d) the transaction reference number of the Electronic Acceptance in respect of which the election is to be changed, to be inserted at the beginning of the shared notes field;
 - (e) the intended settlement date for the changed election;
 - (f) the corporate action number for the Offer (this is allocated by Euroclear and will be available on screen from Euroclear);
 - (g) input with standard delivery instruction priority of 80; and
 - (h) the member account ID of the Escrow Agent relevant to the new election.
- Any such change of election will be conditional upon the Receiving Agent verifying that the request is validly made. Accordingly, the Receiving Agent will on behalf of RDI reject or accept the requested change of election by transmitting in CREST a receiving agent reject (AEAD) message or a receiving agent accept (AEAN) message.
- 6.6 The powers of attorney and authorities conferred by this paragraph 6 and any acceptance of a revised offer and/or any election in relation to it shall be irrevocable unless and until the previous acceptor withdraws his acceptance having become entitled to do so under paragraph 5 above.
- 6.7 RDI and the Receiving Agent reserve the right to treat an executed Form of Acceptance or TTE instruction relating to the Offer (in its original or any previously revised form(s)) which is received (or dated) after the announcement or issue of any revised offer as a valid acceptance of the revised offer. That acceptance will constitute a power of attorney and an authority in the terms of paragraph 6.1 above, *mutatis mutandis*, on behalf of the relevant Collagen Shareholder.

6.8 In the event of any material change to the terms of the Offer, RDI will make such change in accordance with all applicable laws.

7 General

7.1 If the Offer lapses for any reason:

- (a) it will not be capable of further acceptance;
- (b) accepting Collagen Shareholders and RDI will cease to be bound by: (i) in the case of Collagen Shares held in certificated form, Forms of Acceptance submitted; and (ii) in the case of Collagen Shares held in uncertificated form, Electronic Acceptances inputted and settled, in each case before the time the Offer lapses;
- (c) neither RDI nor any person acting, or deemed to be acting, in concert with RDI for the purposes of the Offer may, pursuant to the Code, make an offer (whether inside or outside the United Kingdom) for Collagen Shares for a period of one year following the date of such lapse, except with the consent of the Panel;
- (d) in respect of Collagen Shares held in certificated form, Forms of Acceptance, share certificates and other documents of title will be returned by post no later than 14 calendar days after the date on which the Offer lapses, at the risk of the Collagen Shareholder in question, to the person or agent whose name and address is set out in the relevant box on the Form of Acceptance or, if none is set out, to the first-named holder at his/her registered address. No such documents will be sent to an address in any Restricted Jurisdiction where to do so would infringe applicable law; and
- (e) in respect of Collagen Shares held in uncertificated form, the Receiving Agent will immediately after the Offer lapses (or within such longer period as the Panel may permit, not exceeding 14 calendar days after the date on which the Offer lapses) give TFE instructions to Euroclear to transfer all Collagen Shares held in escrow balances and in relation to which it is the Escrow Agent for the purposes of the Offer to the original available balances of the relevant Collagen Shareholders.

7.2 Except with the consent of the Panel:

- (a) settlement of the consideration to which any Collagen Shareholder is entitled under the Offer will be implemented in full in accordance with the terms of the Offer without regard to any lien, right of set-off, counterclaim or other analogous right to which RDI may otherwise be, or claim to be, entitled against that Collagen Shareholder; and
- (b) settlement of the consideration to which any Collagen Shareholder is entitled will be effected in the manner prescribed in paragraph 13 of the letter from RDI to Collagen Shareholders contained in Part II of this document not later than 14 calendar days after the date on which the Offer becomes unconditional in all respects, or, in relation to a valid and complete acceptance received after the Offer having become or been declared unconditional in all respects, no later than 14 calendar days after the receipt of that acceptance.

Subject to paragraph 8 below, RDI reserves the right not to send any consideration to an address in any Restricted Jurisdiction.

7.3 The terms, provisions, instructions and authorities contained in or deemed to be incorporated in the Form of Acceptance constitute part of the terms of the Offer. Words and expressions defined in this document have the same meanings when used in the Form of Acceptance unless the context requires otherwise. The provisions of this Appendix I shall be deemed to be incorporated in and form part of the Form of Acceptance.

7.4 If the expiry date of the Offer is extended, a reference in this document and in the Form of Acceptance to the expiry date of the Offer or the First Closing Date will (except in the definition of Offer Period and in paragraph 2.1 above and where the context requires otherwise) be deemed to refer to the expiry date of the Offer as so extended.

- 7.5 The Offer is made in respect of all Collagen Shares (other than any Collagen Shares already held by RDI) issued and unconditionally allotted or issued prior to the date on which the Offer closes (or such earlier date as RDI may, subject to the rules of the Code or with the consent of the Panel, determine). Any omission or failure to send this document, the Form of Acceptance or any other document relating to the Offer and/or notice required to be sent under the terms of the Offer to, or any failure to receive the same by, any person to whom the Offer is, or should be, made shall not invalidate the Offer in any way or create any implication that the Offer has not been made to any such person. Subject to the provisions of paragraph 8 below, the Offer is made to any Collagen Shareholder to whom this document and the Form of Acceptance or any related document may not be sent or by whom such documents may not be received, and these persons may collect these documents from the Receiving Agent at the address set out in paragraph 5.8 above, or inspect this document, subject to certain restrictions relating to persons in Restricted Jurisdictions, on the website maintained by Collagen at <https://ir.collagensolutions.com/content/investors/takeover-documentation> while the Offer remains open for acceptance.
- 7.6 Subject to the Code, and notwithstanding any other provision of this Appendix I, RDI and the Receiving Agent reserve the right to treat as valid in whole or in part any acceptance of the Offer if received by the Receiving Agent or otherwise on behalf of RDI which is not entirely in order or in correct form or which is not accompanied by (as applicable) the relevant share certificate(s) and/or other relevant document(s) or the relevant TTE instruction or is received by it at any place or places or in any form or manner determined by either the Receiving Agent or RDI otherwise than as set out in this document or in the Form of Acceptance. In that event, no payment of cash will be made until after the acceptance is entirely in order and (as applicable) the relevant transfer to escrow has settled or the relevant share certificate(s) and/or other document(s) of title or satisfactory indemnities have been received by the Receiving Agent.
- 7.7 If all Conditions are satisfied, fulfilled or, to the extent permitted, waived and sufficient acceptances are received and/or sufficient Collagen Shares are otherwise acquired, RDI intends to apply the provisions of Part 28 of the Companies Act to acquire compulsorily any outstanding Collagen Shares. RDI intends, after the Offer is declared unconditional in all respects, to procure the making of an application by Collagen to the appropriate authorities for the cancellation of the admission to trading of Collagen Shares on AIM. A notice period of not less than 20 Business Days prior to the cancellation will be given on or after the date on which the Offer becomes or is declared unconditional in all respects provided RDI has obtained 75 per cent. or more of the voting rights of Collagen or otherwise thereafter once RDI has obtained 75 per cent. or more of the voting rights of Collagen.
- 7.8 All powers of attorney, appointments of agents and authorities on the terms conferred by or referred to in this Appendix I or in the Form of Acceptance are given by way of security for the performance of the obligations of the Collagen Shareholder and are irrevocable (in respect of powers of attorney granted in accordance with section 4 of the Powers of Attorney Act 1971) except in the circumstances where the donor of the power of attorney, appointment or authority validly withdraws his acceptance in accordance with paragraph 5 above.
- 7.9 No acknowledgement of receipt of any Form of Acceptance, transfer by means of CREST, communication, notice, share certificate(s) or document(s) of title will be given by or on behalf of RDI. All communications, notices, certificates, documents of title and remittances to be delivered by or sent to or from Collagen Shareholders (or their designated agents) will be delivered by or sent to or from them (or their designated agent(s)) at their own risk.
- 7.10 Subject to paragraph 8 below, the Offer is made at 1.00 p.m. (London time) on 14 September 2020 and is capable of acceptance from and after that time. Forms of Acceptance, copies of this document, and any related documents may be collected from the Receiving Agent at the address specified in paragraph 5.8 above.
- 7.11 The Offer, all acceptances of the Offer and all elections in respect of it are governed by and will be construed in accordance with English law.
- 7.12 Execution of a Form of Acceptance or the making of an Electronic Acceptance by or on behalf of a Collagen Shareholder will constitute their agreement that the courts of England and Wales are (subject to paragraph 7.13 of this Part C of this document) to have exclusive jurisdiction to settle any dispute

which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by the Offer and the Form of Acceptance or the Electronic Acceptance or otherwise arising in connection with the Offer and the Form of Acceptance or the Electronic Acceptance, and for such purposes that they irrevocably submit to the jurisdiction of the courts of England and Wales.

- 7.13 Execution of a Form of Acceptance or the making of an Electronic Acceptance by or on behalf of an Collagen Shareholder will constitute their agreement that the agreement in paragraph 7.12 of this Part C of this document is included for the benefit of RDI and the Receiving Agent and accordingly, notwithstanding the exclusive agreement in paragraph 7.12 of this Part C of this document, RDI and the Receiving Agent shall each retain the right to, and may in their absolute discretion, bring proceedings in the courts of any other country which may have jurisdiction and the accepting Collagen Shareholder irrevocably submits to the courts of any such country.
- 7.14 Collagen Shares will be acquired by RDI pursuant to the Offer fully paid with full title guarantee and free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and any other third party rights or interests of any nature whatsoever and together with all rights attaching to them as at the date of the Announcement or subsequently attaching or accruing to them, including the right to receive and retain, in full, all dividends and other distributions (if any) announced, declared, made, paid or payable, or any other return of capital made, on or after the date of the Announcement.
- 7.15 All references in this Appendix I to any statute or statutory provision shall include a statute or statutory provision which amends, consolidates or replaces the same (whether before or after the date hereof).
- 7.16 In relation to any Electronic Acceptance, RDI reserves the right to make such alterations, additions or modifications to the terms of the Offer as may be necessary or desirable to give effect to any purported acceptance of the Offer, whether in order to comply with the facilities or requirements of CREST, or otherwise, provided such alterations, additions or modifications are consistent with the requirements of the Code or are otherwise made with the consent of the Panel.
- 7.17 For the purposes of this document, the time of receipt of a TTE instruction, an ESA instruction or an Electronic Acceptance shall be the time at which the relevant instruction settles in CREST.
- 7.18 Any references in this Appendix I to the return or despatch of documents by post shall extend to the return or despatch by such other method as the Panel may approve.
- 7.19 The Offer is subject to the applicable requirements of the Code, the Disclosure Guidance and Transparency Rules of the FCA, the Panel and the rules of the London Stock Exchange (including the AIM Rules).

8 Overseas Shareholders

- 8.1 The availability of the Offer to persons who are not resident in the United Kingdom ("**Overseas Shareholders**") or to persons who are custodians, nominees of or trustees for such persons may be prohibited or affected by jurisdictions other than the United Kingdom. Such Overseas Shareholders should inform themselves about and observe any applicable legal requirements of their relevant jurisdiction. It is the responsibility of any Overseas Shareholder wishing to accept the Offer to satisfy himself or herself as to the full observance of the laws and regulatory requirements of the relevant jurisdiction in connection with the Offer, including obtaining any governmental, exchange control or other consents which may be required or the compliance with other necessary formalities needing to be observed and the payment of any issue, transfer or other taxes or duties or other requisite payments due in that jurisdiction. Any such Overseas Shareholder shall be responsible for any such issue, transfer or other taxes or duties or other payments by whomsoever payable and RDI (and any person acting on behalf of it) shall be fully indemnified and held harmless by such Overseas Shareholders for any such issue, transfer or other taxes or duties or other payments which RDI (and any person acting on behalf of it) may be required to pay.
- 8.2 Unless otherwise determined by RDI in its sole discretion and permitted by applicable law and regulation, the Offer is not being communicated, directly or indirectly, in or into or by use of the mails of, or by any means or instrumentality (including, but not limited to, by mail, telephonically or

electronically by way of internet or otherwise) of interstate or foreign commerce of, or by any facility of a national, state or other securities exchange of, any Restricted Jurisdiction and the Offer is not capable of acceptance by any such use, means, instrumentality or otherwise from within any Restricted Jurisdiction.

- 8.3 Copies of this document, the Form of Acceptance and any related documents are not being (unless determined otherwise by RDI in its sole discretion and permitted by applicable law and regulation), and must not be, mailed or otherwise distributed or sent in, into or from any Restricted Jurisdiction including to Collagen Shareholders or persons with information rights or participants in Collagen Share Schemes with registered addresses in any Restricted Jurisdiction or to persons whom RDI knows to be custodians, trustees or nominees holding Collagen Shares for persons with registered addresses in any Restricted Jurisdiction. Persons receiving those documents (including, without limitation, custodians, nominees and trustees) must not, directly or indirectly, distribute, mail or send them in, into or from any Restricted Jurisdiction or use such mails or any such means, instrumentality or facility for any purpose directly or indirectly in connection with the Offer, and so doing may render any purported acceptance of the Offer invalid.
- 8.4 Persons wishing to accept the Offer must not use the mails of any Restricted Jurisdiction or any such means, instrumentality or facility for any purpose directly or indirectly relating to acceptance of the Offer. All Collagen Shareholders (including nominees, trustees or custodians) who may have a contractual or legal obligation, or may otherwise intend, to forward this document and/or Form of Acceptance, should read the further details in this regard which are contained in this paragraph and this Appendix I before taking any action. Envelopes containing Forms of Acceptance, evidence of title or other documents relating to the Offer should not be postmarked in any Restricted Jurisdiction or otherwise despatched from such jurisdictions and all acceptors must provide addresses outside a Restricted Jurisdiction for the receipt of the consideration to which they are entitled under the Offer or for the return of the Form of Acceptance or documents of title.
- 8.5 Subject to the provisions of this paragraph 8 and applicable laws, a Collagen Shareholder may be deemed NOT to have accepted the Offer if:
- (a) he or she puts "No" in Box 3 of the Form of Acceptance and thereby does not make the representations and warranties set out in paragraph (c) of Part D of this Appendix I to this document;
 - (b) he or she completes Box 4 of the Form of Acceptance with an address in a Restricted Jurisdiction or has a registered address in a Restricted Jurisdiction and in any such case does not insert in Box 4 of the Form of Acceptance the name and address of a person or agent outside a Restricted Jurisdiction to whom he or she wishes the consideration to which he or she is entitled under the Offer to be sent;
 - (c) he or she inserts in Box 4 of the Form of Acceptance the name and address of a person or agent in a Restricted Jurisdiction to whom he or she wishes the consideration to which he or she is entitled under the Offer to be sent;
 - (d) the Form of Acceptance received from him or her is in an envelope postmarked in, or which otherwise appears to RDI or its agents to have been sent from, a Restricted Jurisdiction; or
 - (e) he or she makes a Restricted Escrow Transfer pursuant to paragraph 8.7 below unless he or she also makes a related Restricted ESA instruction which is accepted by the Receiving Agent.
- 8.6 RDI reserves the right, in its sole discretion, to investigate, in relation to any acceptance, whether the representations and warranties set out in Part D or (as the case may be) Part E of this Appendix I to this document could have been truthfully given by the relevant Collagen Shareholder and, if such investigation is made and as a result RDI determines (for any reason) that such representations and warranties could not have been so given, such acceptance may be rejected as invalid.
- 8.7 If a holder of Collagen Shares in uncertificated form is unable to give the warranty set out in paragraph 1(b) of Part E of this Appendix I to this document, but nevertheless can provide evidence satisfactory to RDI that he/she is able to accept the Offer in compliance with all relevant legal and regulatory requirements, he/she may purport to accept the Offer by sending (or if a CREST sponsored member, procuring that his/her CREST sponsor sends) both a TTE instruction to a designated escrow

balance detailed below (a “**Restricted Escrow Transfer**”) and one or more valid ESA instructions (a “**Restricted ESA instruction**”). Such purported acceptance will not be treated as a valid acceptance unless both the Restricted Escrow Transfer and the Restricted ESA instruction(s) settle in CREST and RDI decides, in its absolute discretion, to exercise its right described in paragraph 8.11 below to waive, vary or modify the terms of the Offer relating to Overseas Shareholders, to the extent required to permit such acceptance to be made, in each case during the acceptance period set out in paragraph 2 above. If RDI accordingly decides to permit such acceptance to be made, the Receiving Agent will on behalf of RDI accept the purported acceptance as an Electronic Acceptance on the terms of this document (as so waived, varied or modified) by transmitting in CREST a receiving agent accept (AEAN) message. Otherwise, the Receiving Agent will on behalf of RDI reject the purported acceptance by transmitting in CREST a receiving agent reject (AEAD) message. Each Restricted Escrow Transfer must, in order for it to be valid and to settle, include the following details:

- (a) the ISIN number for the Collagen Shares, which is **GB00B94T6Y14**;
- (b) the number of Collagen Shares (in uncertificated form) in respect of which the Offer is to be accepted;
- (c) the member account ID and participant ID of the Collagen Shareholder;
- (d) the participant ID of the Escrow Agent (this is **7RA11**) and its member account ID specific to a Restricted Escrow Transfer (this is **RESTRICT**); and
- (e) the intended settlement date.

Each Restricted ESA instruction must, in order for it to be valid and to settle, include the following details:

- (a) the ISIN number for the Collagen Shares, which is **GB00B94T6Y14**;
- (b) the number of Collagen Shares (in uncertificated form) relevant to that Restricted ESA instruction;
- (c) the member account ID and participant ID of the accepting Collagen Shareholder;
- (d) the member account ID and the participant ID of the Escrow Agent (this is **7RA11**) and its member account ID specific to a Restricted Escrow Transfer (this is **RESTRICT**);
- (e) the transaction reference number of the Restricted Escrow Transfer to which the Restricted ESA instruction relates;
- (f) the intended settlement date; and
- (g) the corporate action number for the Offer.

8.8 If any person, despite the restrictions described above and whether pursuant to a contractual or legal obligation or otherwise, forwards this document, the Form of Acceptance or any related document in, into or from any Restricted Jurisdiction or uses the mails or any means or instrumentality (including, but not limited to, mail, internet, telephone or otherwise) of interstate or foreign commerce of, or by any facility of a national, state or other securities exchange of, any Restricted Jurisdiction in connection with that forwarding, that person should:

- (a) inform the recipient of such fact;
- (b) explain to the recipient that such action may invalidate any purported acceptance by the recipient; and
- (c) draw the attention of the recipient to this paragraph 8.

8.9 RDI reserves the right to notify any matter, including the making of the Offer, to all or any Collagen Shareholders:

- (a) with a registered address outside the United Kingdom; or
- (b) whom RDI knows to be a custodian, trustee or nominee holding Collagen Shares for persons who are citizens, residents or nationals of jurisdictions outside the United Kingdom,

by announcement in the United Kingdom through a Regulatory Information Service or in any other appropriate manner or by notice in the London Gazette or paid advertisement in one or more newspapers published and circulated in the United Kingdom. Such notice shall be deemed to have been sufficiently given, despite any failure by any such Collagen Shareholder to receive or see that

notice. A reference in this document to a notice or the provision of information in writing by or on behalf of RDI is to be construed accordingly. No such document will be sent to an address in any Restricted Jurisdiction.

8.10 If any written notice from a Collagen Shareholder withdrawing his acceptance in accordance with paragraph 5 above is received in an envelope postmarked in, or which otherwise appears to RDI or its agents to have been sent from, any Restricted Jurisdiction, RDI reserves the right, in its absolute discretion, to treat that notice as invalid.

8.11 The provisions of this paragraph 8 and/or any other terms of the Offer relating to Overseas Shareholders may be waived, varied or modified as regards specific Collagen Shareholders or on a general basis by RDI in its sole discretion. Subject to this discretion, the provisions of this paragraph 8 supersede any terms of the Offer inconsistent with them.

8.12 References in this paragraph 8 to a Collagen Shareholder shall include the person or persons making an Electronic Acceptance and the person or persons executing a Form of Acceptance and, in the event of more than one person executing the Form of Acceptance, the provisions of this paragraph 8 apply to them jointly and severally.

Overseas Shareholders should inform themselves about and observe any applicable legal or regulatory requirements. If you are in any doubt about your position, you should consult your appropriate adviser in the relevant jurisdiction.

PART D:

FORM OF ACCEPTANCE FOR COLLAGEN SHARES HELD IN CERTIFICATED FORM

This Part D applies only to Collagen Shares held in certificated form. If you hold all your Collagen Shares in uncertificated form (i.e. in CREST), you should ignore this Part D and instead read Part E below.

Each Collagen Shareholder by whom, or on whose behalf, a Form of Acceptance is executed and delivered to the Receiving Agent irrevocably undertakes, represents, warrants and agrees to and with RDI and the Receiving Agent (so as to bind him/her, his/her personal or legal representatives, heirs, successors and assigns) to the following effect:

that the execution of the Form of Acceptance, whether or not any boxes are completed, and whether or not the Form of Acceptance is validly executed as a deed, shall constitute:

- (i) an acceptance of the Offer in respect of the number of Collagen Shares in certificated form inserted or deemed to be inserted in Box 1 of the Form of Acceptance; and
- (ii) an undertaking to execute any further documents, take any further action and give any further assurances which may be required to enable RDI to obtain the full benefit of this Part D and/or to perfect any of the authorities expressed to be given in this Part D or otherwise in connection with acceptance of the Offer,

in each case on and subject to the terms and conditions set out or referred to in this document and in the Form of Acceptance and that, subject only to the rights of withdrawal set out or referred to in paragraph 5 of Part C of this Appendix I, each such acceptance shall be irrevocable provided that if: (i) Box 1 or any other box is not completed; or (ii) the total number of Collagen Shares inserted in Box 1 is greater than the number of Collagen Shares comprised in the acceptance or Box 1 contains the word "ALL" or any other word or marking, but the Form of Acceptance is signed, it will be deemed to be an acceptance of the Offer in respect of all of the Collagen Shares in certificated form comprised in the acceptance.

For the purposes of this Appendix I and the Form of Acceptance, the phrase "Collagen Shares comprised in the acceptance" shall mean the number of Collagen Shares inserted in Box 1 of the Form of Acceptance or if no number (or a number greater than the relevant Collagen Shareholder's registered holding of Collagen Shares) is inserted, the greater of:

- (i) the relevant Collagen Shareholder's entire holding of Collagen Shares as disclosed by the register of members made available to the Receiving Agent prior to the time the relevant Form of Acceptance is processed by them;
 - (ii) the relevant Collagen Shareholder's entire holding of Collagen Shares as disclosed by the register of members made available to the Receiving Agent prior to the latest time for receipt of the Form of Acceptance which can be taken into account for determining whether the Offer is unconditional; or
 - (iii) the number of Collagen Shares in respect of which certificates or an indemnity in lieu thereof is received by the Receiving Agent;
- (b) he/she is irrevocably and unconditionally entitled to sell and transfer the legal and beneficial ownership of the Collagen Shares in certificated form comprised or deemed to be comprised in such acceptance and that such Collagen Shares are sold fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature whatsoever and together with all rights attaching to them on or after the date of the Announcement, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid, or any other return of capital (whether by way of reduction of share capital or share premium account or otherwise) made, on or after the date of the Announcement;
- (c) unless "NO" is put in Box 3 of the Form of Acceptance, that such Collagen Shareholder:
- (i) has not, directly or indirectly, received or sent copies or originals of this document, the Form of Acceptance or any related offering documents in, into or from a Restricted Jurisdiction, has not utilised in connection with the Offer or the execution or delivery of the Form of Acceptance, directly or indirectly, the mails or any means or instrumentality (including, without limitation, electronic

- mail, facsimile transmission, telephone or internet) of interstate or foreign commerce of, or by any facility of a national securities exchange of, a Restricted Jurisdiction;
- (ii) if an Overseas Shareholder, has observed the laws of the relevant jurisdiction, obtained all requisite governmental, exchange control and other required consents, complied with all necessary formalities and paid any issue, transfer or other taxes or duties or other requisite payments due in any such jurisdiction in connection with such acceptance and has not taken or omitted to take any action that will or may result in RDI or any other person acting in breach of the legal or regulatory requirements of, or be liable for any issue, transfer or other taxes or duties or other payments in, any such jurisdiction in connection with the Offer or his/her acceptance thereof;
 - (iii) is accepting the Offer from outside a Restricted Jurisdiction and has not executed, mailed or sent the Form of Acceptance in or from a Restricted Jurisdiction; and
 - (iv) is not an agent or fiduciary acting on a non-discretionary basis for a principal, unless such agent or fiduciary is an authorised employee of such principal or such principal has given all instructions with respect to the Offer from outside a Restricted Jurisdiction;
- (d) that the execution of the Form of Acceptance and its delivery to the Receiving Agent constitutes, subject to the Offer becoming unconditional in all respects in accordance with its terms and to an accepting Collagen Shareholder not having validly withdrawn his/her acceptance, the irrevocable and separate appointment of each of RDI and the Receiving Agent, and any director or agent of, or any person authorised by any of them, as his/her agent and/or attorney (the "attorney") and an irrevocable instruction and authorisation to the attorney:
- (i) to complete and execute all or any form(s) of transfer and/or other document(s) at the discretion of the attorney in relation to the Collagen Shares referred to in paragraph (a) of this Part D in favour of RDI or such other person or persons as RDI or its agents may direct in connection with acceptance of the Offer;
 - (ii) to deliver such form(s) of transfer and/or other document(s) in the attorney's discretion and/or the certificate(s) and/or other document(s) of title relating to such Collagen Shares for registration within six months of the Offer becoming unconditional in all respects; and
 - (iii) to execute all such other documents and do all such other acts and things as may in the attorney's opinion be necessary or expedient for the purpose of, or in connection with, the acceptance of the Offer pursuant to the Form of Acceptance and to vest the full legal and beneficial ownership of the Collagen Shares referred to in paragraph (a) of this Part D in RDI or its nominee;
- (e) that, in relation to Collagen Shares in certificated form, the execution of the Form of Acceptance and its delivery to the Receiving Agent constitutes, subject to the Offer becoming unconditional in all respects and to an accepting Collagen Shareholder not having validly withdrawn his/her acceptance, an irrevocable authority and instruction, subject to the provisions of paragraph 8 of Part C of this Appendix I to this document:
- (i) to Collagen or its agents to procure the registration of the transfer of those Collagen Shares referred to in paragraph (a) of this Part D pursuant to the Offer and the delivery of the share certificate(s) and/or other document(s) of title in respect of the Collagen Shares to RDI or as it may direct;
 - (ii) to RDI or its respective agents to procure the despatch by post (or by such other method as the Panel may approve) of the cheque for the cash consideration to which an accepting Collagen Shareholder is entitled, at the risk of such shareholder, to the person or agent whose name and address outside a Restricted Jurisdiction is set out in Box 4 of the Form of Acceptance, or if no name and address is set out in Box 4, to the first named holder at his/her registered address (outside a Restricted Jurisdiction, unless otherwise permitted by RDI in accordance with applicable law and regulation);
 - (iii) to RDI, Collagen or their respective agents, to record, act and rely on any mandates, instructions, consents or instruments in force relating to payments, notices or distributions which have been entered in the records of Collagen in respect of his/her holding of Collagen Shares (until such are revoked or varied);

- (f) that the execution of the Form of Acceptance and its delivery to the Receiving Agent constitutes a separate authority to RDI and/or its respective directors within the terms of paragraph 6 of Part C of this Appendix I to this document in respect of the Collagen Shares in certificated form comprised or deemed to be comprised in the acceptance;
- (g) that, subject to the Offer becoming or being declared unconditional in all respects (or if the Offer will become unconditional in all respects or lapse immediately upon the outcome of the resolution in question or if the Panel consents) and pending registration of any transfer in the name of RDI (or as it may direct) pursuant to the Offer:
 - (i) RDI and/or its agents shall be authorised and entitled to direct the exercise of any votes and any or all other rights and privileges (including the right to requisition the convening of a general meeting of Collagen or of any class of its shareholders) attaching to any Collagen Shares in certificated form in respect of which the Offer has been accepted or is deemed to have been accepted and not validly withdrawn; and
 - (ii) the execution of a Form of Acceptance in respect of the Collagen Shares comprised in such acceptance and in respect of which such acceptance has not been validly withdrawn:
 - (aa) constitutes an irrevocable authority to Collagen and its agents from such Collagen Shareholder to send any notice, circular, warrant, document or other communication which may be required to be sent to him/her as a member of Collagen (including any share certificate(s) or other document(s) of title) to RDI at its principal executive office;
 - (bb) constitutes an irrevocable authority to RDI or any director of RDI, or any person authorised by, RDI, to sign any document and do such things as may, in the opinion of that agent and/or attorney, seem necessary or desirable in connection with the exercise of any votes or other rights or privileges attaching to the Collagen Shares held by him/her in certificated form (including, without limitation, signing any consent to short notice of a general or separate class meeting as his/her attorney and/or agent and on his/her behalf and/or to attend and/or execute a form of proxy in respect of such Collagen Shares appointing any person nominated by RDI to attend general and separate class meetings of Collagen (and any adjournments thereof) and to exercise the votes attaching to such shares on his/her behalf, where relevant, such votes to be cast so far as possible to satisfy any outstanding condition of the Offer); and
 - (cc) will also constitute the agreement of such Collagen Shareholder not to exercise any of such rights without the consent of RDI and the irrevocable undertaking of such Collagen Shareholder not to appoint a proxy to attend any such general meeting or separate class meeting, save that this authority will cease to be valid if the acceptance is validly withdrawn.
- (h) that he/she will deliver or procure the delivery to the Receiving Agent of his/her share certificate(s) or other document(s) of title in respect of all Collagen Shares in certificated form held by him/her in respect of which the Offer has been accepted or is deemed to have been accepted and not validly withdrawn, or an indemnity acceptable to RDI in lieu thereof, as soon as possible and in any event within three months of the Offer becoming unconditional in all respects;
- (i) that he/she is the sole legal and beneficial owner of the Collagen Shares in certificated form in respect of which the Offer is accepted or deemed to be accepted or he/she is the legal owner of such Collagen Shares and he/she has the necessary capacity and authority to execute the Form(s) of Acceptance;
- (j) that the Collagen Shares in certificated form in respect of which the Offer is accepted or deemed to be accepted are sold fully paid up and free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and other third party rights of any nature whatsoever and together with all rights attaching to them, including the right to receive and retain all dividends and distributions (if any) declared, made or paid after the date of the Announcement;
- (k) that the terms and conditions of the Offer contained in this document shall be deemed to be incorporated in, and form part of, the Form of Acceptance which shall be read and construed accordingly;

- (l) that, if he/she accepts the Offer, he/she will do all such acts and things as shall be necessary or expedient to vest the full legal and beneficial ownership of the Collagen Shares referred to in paragraph (a) of this Part D in RDI or its nominee(s) or such other persons as it may decide;
- (m) that he/she agrees to ratify each and every act or thing which may be done or effected by RDI or the Receiving Agent or any director of RDI or any director of the Receiving Agent or their respective agents or Collagen or its agents, as the case may be, in the exercise of any of his/her powers and/or authorities under this document;
- (n) that the execution of the Form of Acceptance constitutes his/her agreement to the terms of paragraph 7.14 of Part C of this Appendix I to this document;
- (o) that the Form of Acceptance shall be deemed to be delivered on the date of its execution and shall take effect as a deed on such date;
- (p) that if any provision of Part C or Part D of this Appendix I to this document shall be unenforceable or invalid or shall not operate so as to afford RDI or the Receiving Agent or any director of either of them the benefit of the authorities and powers of attorney expressed to be given therein, he/she shall with all practicable speed do all such acts and things and execute all such documents as may be required to enable RDI and/or the Receiving Agent and/or any director of either of them to secure the full benefits of Part C and this Part D;
- (q) the *ejusdem generis* principle of construction shall not apply to the terms and conditions of the Offer and/or the Form of Acceptance. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words; and
- (r) that he/she is not a customer (as defined by the rules of the Financial Conduct Authority) of Strand Hanson in connection with the Offer.

References in this Part D to a Collagen Shareholder shall include references to the person or persons executing a Form of Acceptance, and if more than one person executes a Form of Acceptance, the provisions of this Part D shall apply to them jointly and severally.

PART E:

ELECTRONIC ACCEPTANCE FOR COLLAGEN SHARES HELD IN UNCERTIFICATED FORM

This Part E applies only to Collagen Shares held in uncertificated form (i.e. in CREST).

For the purpose of this Part E, the phrase “Collagen Shares in uncertificated form comprised or deemed to be comprised in the acceptance” shall mean the number of Collagen Shares which are transferred by the relevant Collagen Shareholder by Electronic Acceptance to an escrow account by means of a TTE instruction.

1 Without prejudice to the provisions of Parts A, B, C and D of this Appendix I to this document, each Collagen Shareholder by whom, or on whose behalf, an Electronic Acceptance is made (subject to the rights of withdrawal set out in this document), irrevocably undertakes, represents, warrants and agrees to and with RDI and the Receiving Agent (so as to bind him, his personal or legal representatives, heirs, successors and assigns) to the following effect that:

(a) the Electronic Acceptance shall constitute:

- (i) an acceptance of the Offer in respect of the number of Collagen Shares in uncertificated form to which the TTE instruction relates; and
- (ii) an undertaking to execute any documents, take any further action and give any further assurances which may be required to enable RDI to obtain the full benefit of this Part E and/or to perfect any of the authorities expressed to be given hereunder and otherwise in connection with his acceptance of the Offer;

in each case on and subject to the terms and Conditions set out or referred to in this document and that, subject only to the rights of withdrawal set out in paragraph 5 of Part C of this Appendix I to this document, each such acceptance, election and undertaking shall be irrevocable;

(b) such Collagen Shareholder:

- (i) has not received or sent copies or originals of this document, the Form of Acceptance or any related documents in, into or from any Restricted Jurisdiction;
- (ii) has not otherwise used in connection with the Offer, directly or indirectly, the mails of, or any means or instrumentality (including, without limitation, email, TTE instruction, telephone, internet or otherwise) of interstate or foreign commerce of, or by any facility of a national, state or other securities exchange of, any Restricted Jurisdiction;
- (iii) is accepting the Offer from outside a Restricted Jurisdiction and was outside those jurisdictions at the time of the input and settlement of the relevant TTE instruction(s);
- (iv) in respect of the Collagen Shares to which an Electronic Acceptance relates, is not an agent or fiduciary acting on a non-discretionary basis for a principal, unless such agent or fiduciary is an authorised employee of such principal or such principal has given any instructions with respect to the Offer from outside a Restricted Jurisdiction; and
- (v) if such Collagen Shareholder is a citizen, resident or national of a jurisdiction outside the United Kingdom, he has observed the laws and regulatory requirements of the relevant jurisdiction in connection with the Offer, obtained all requisite governmental, exchange control or other consents, complied with all other necessary formalities and paid any issue, transfer or other taxes or duties or other requisite payments due in any such jurisdiction in connection with such acceptance and that he has not taken or omitted to take any action that will or may result in RDI or any other person acting on behalf of any of them in breach of the legal or regulatory requirements of, or be liable for any issue, transfer or other taxes or duties or payments in, any such jurisdiction in connection with the Offer or his acceptance of the Offer;

(c) the Electronic Acceptance constitutes, subject to the Offer becoming unconditional in all respects in accordance with its terms and to such Collagen Shareholder not having validly withdrawn his

- acceptance, the irrevocable appointment of each of RDI and the Receiving Agent and any director or agent of, or any person authorised by, any of them as his agent and/or attorney with an irrevocable instruction to such agent and/or attorney to do all such acts and things as may, in the opinion of such agent and/or attorney, be necessary or expedient for the purposes of, or in connection with, the acceptance of the Offer and to vest in RDI (or its nominees) the full legal title and beneficial ownership of Collagen Shares in uncertificated form comprised or deemed to be comprised in the acceptance;
- (d) the Electronic Acceptance constitutes the irrevocable appointment of the Receiving Agent as the accepting Collagen Shareholder's attorney with an irrevocable instruction and authorisation:
- (i) subject to the Offer becoming unconditional in all respects in accordance with its terms and such Collagen Shareholder not having validly withdrawn his acceptance, to transfer to RDI (or to such other person or persons as RDI or its agents may direct) by means of CREST all or any of the Collagen Shares in uncertificated form which are the subject of a TTE instruction in respect of that Electronic Acceptance; and
 - (ii) if the Offer does not become unconditional in all respects, to give instructions to Euroclear immediately after the Offer lapses (or within such longer period as the Panel may permit, not exceeding 14 calendar days) to transfer all such Collagen Shares to the original balance of the accepting Collagen Shareholder;
- (e) the Electronic Acceptance constitutes (subject to the Offer becoming unconditional in accordance with its terms and to such Collagen Shareholder not having validly withdrawn his acceptance) an irrevocable instruction and authorisation, subject to the provisions of paragraph 8 of Part C of this Appendix I, to RDI, the Receiving Agent or their respective agents or persons authorised by them to procure the making of a CREST payment obligation in favour of such Collagen Shareholder's payment bank in accordance with the CREST payment arrangements in respect of any cash consideration to which such shareholder is entitled under the Offer provided that RDI may (if, for any reason, it wishes to do so) determine that all or any part of such cash consideration shall be paid by cheque (despatched by post) or such other method approved by the Panel, at the risk of the Collagen Shareholder, provided that in the case of a Collagen Shareholder whose registered address is in a Restricted Jurisdiction such cheque shall be despatched to the first-named holder at an address outside any Restricted Jurisdiction stipulated by such holder or as otherwise determined by RDI;
- (f) the Electronic Acceptance constitutes the giving of authority to each of RDI and the Receiving Agent and any director or agent of, or any person authorised by, any of them as his agent and/or attorney within the terms set out in Part C and Part E of this Appendix I to this document;
- (g) unless the Panel otherwise consents, subject to the Offer becoming unconditional in all respects (or if the Offer would become unconditional in all respects or lapse on the outcome of the resolution in question), in respect of Collagen Shares in relation to which the Offer has been accepted or deemed to be accepted (which acceptance has not been validly withdrawn) and pending registration in the name of RDI or as it may direct:
- (i) RDI or its agents shall be authorised to direct the exercise of any votes and any or all other rights and privileges (including the right to requisition the convening of a general or separate class meeting of Collagen) attaching to the Collagen Shares in uncertificated form comprised or deemed to be comprised in the acceptance;
 - (ii) an Electronic Acceptance by a Collagen Shareholder shall constitute with regard to such Collagen Shares in uncertificated form comprised or deemed to be comprised in the acceptance:
 - (A) an authority to Collagen or its agents to send any notice, circular, warrant or other document or communication which may be required to be sent to him as a member of Collagen (including any share certificate(s) or other document(s) of title issued as a result of a conversion of such Collagen Shares into certificated form) to RDI, care of the Receiving Agent;

- (B) an irrevocable authority to RDI and the Receiving Agent and any director or agent of, or any person authorised by, any of them as his agent and/or attorney to sign any document and do such things as may, in the opinion of that agent and/or attorney, seem necessary or desirable in connection with the exercise of any votes or other rights or privileges attaching to the Collagen Shares held by him (including, without limitation, signing any consent to short notice of a general or separate class meeting as his attorney and on his behalf and executing a form of proxy appointing any person nominated by RDI to attend general and separate class meetings of Collagen and attending any such meeting and exercising the votes attaching to the Collagen Shares in uncertificated form comprised or deemed to be comprised in the acceptance on his behalf, where relevant such votes to be cast so far as possible to satisfy any outstanding Condition of the Offer); and
 - (C) the agreement of such Collagen Shareholder not to exercise any such rights without the consent of RDI and the irrevocable undertaking not to appoint a proxy for or to attend such general or separate class meeting of Collagen;
- (h) if, for any reason, any Collagen Shares in respect of which a TTE instruction has been effected in accordance with paragraph 12 of the letter from RDI contained in Part II of this document are converted to certificated form, he or she will (without prejudice to paragraph (g) of this Part E) immediately deliver, or procure the immediate delivery of the share certificate(s) or other document(s) of title in respect of all such Collagen Shares that are so converted to the Receiving Agent at the address specified in paragraph 5.8 of Part C or to RDI at its principal executive office or as RDI or its agents may direct; and he shall be deemed upon conversion to undertake, represent, warrant and agree in the terms set out in Part D of this Appendix I to this document in relation to such Collagen Shares without prejudice to the application of this Part E so far as RDI deems appropriate;
- (i) the creation of a CREST payment obligation in favour of his payment bank in accordance with the CREST payment arrangements as referred to in paragraph (e) of this Part E will, to the extent of the obligation so created, discharge in full any obligation of RDI to pay to him the cash consideration to which he or she is entitled under the Offer;
- (j) he or she will do all such acts and things as shall, in the opinion of RDI be necessary or expedient to vest in RDI or its nominee(s) the Collagen Shares in uncertificated form comprised or deemed to be comprised in the acceptance and to enable the Receiving Agent to perform its function as Escrow Agent for the purposes of the Offer;
- (k) he or she will ratify each and every act or thing which may be done or effected by RDI or the Receiving Agent or any of their respective directors or agents or persons authorised by them, as the case may be, in the exercise of any of the powers and/or authorities under this Part E;
- (l) if any provision of Part C or this Part E of this Appendix I to this document shall be unenforceable or invalid or shall not operate so as to afford RDI or the Receiving Agent or any of their respective directors, agents or persons authorised by them, the benefit of the authority expressed to be given therein, he or she will, with all practicable speed, do all such acts and things and execute all such documents that may be required or desirable to enable RDI and/or the Receiving Agent and any of their respective directors, agents or persons authorised by them to secure the full benefit of Part C or this Part E of this Appendix I to this document;
- (m) he or she is irrevocably and unconditionally entitled to sell and transfer the beneficial ownership of the Collagen Shares comprised or deemed to be comprised in such acceptance and that such shares are sold fully paid with full title guarantee and free from all liens, equitable interests, charges, encumbrances, rights of pre-emption and any other third party rights or interests of any nature whatsoever and together with all rights attaching to them as at the date of the Announcement or subsequently attaching or accruing to them, including the right to receive and retain, in full, all dividends and other distributions (if any) announced, declared, made, paid or payable, or any other return of capital made, on or after the date of the Announcement;

- (n) the *ejusdem generis* principle of construction shall not apply to the terms and Conditions of the Offer. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words;
 - (o) the making of an Electronic Acceptance constitutes such Collagen Shareholder's submission to the exclusive jurisdiction of the courts of England and Wales in relation to all matters arising in connection with the Offer;
 - (p) by virtue of Regulation 43 of the Regulations the making of an Electronic Acceptance constitutes an irrevocable power of attorney by the CREST member accepting the Offer in the terms of all the powers and authorities expressed to be given in Part C (where applicable by virtue of paragraph (h) above), Part D and Part E of this Appendix I to this document to RDI, the Receiving Agent or any of their respective directors or agents or persons authorised by them; and
 - (q) that he or she is not a client (as defined in the FCA Handbook) of Strand Hanson in connection with the Offer.
- 2 A reference in this Part E of this Appendix I to this document to a Collagen Shareholder includes a reference to the person or persons making an Electronic Acceptance.

APPENDIX II

FINANCIAL AND RATINGS INFORMATION

1 Financial information relating to Collagen

The following table sets out financial information in respect of Collagen, as required by Rule 24.3(e) of the Code. The documents referred to below, the contents of which have previously been announced through a Regulatory Information Service, are incorporated by reference into this document pursuant to Rule 24.15 of the Code.

<i>Document</i>	<i>Hyperlinks</i>
Collagen Group's preliminary unaudited financial statements for the year ended 31 March 2020	https://ir.collagensolutions.com/docs/librariesprovider18/pdf/reports/prelims2020.pdf (pages 7 to 13 inclusive)
Collagen Group's audited financial statements for the year ended 31 March 2019	https://ir.collagensolutions.com/docs/librariesprovider18/pdf/reports/ar2019.pdf (pages 51 to 86 inclusive)
Collagen Group's audited financial statements for the year ended 31 March 2018	https://ir.collagensolutions.com/docs/librariesprovider18/pdf/reports/ar2018.pdf (pages 34 to 65 inclusive)

2 Ratings information

There are no current ratings or outlooks publicly accorded to either Collagen or RDI by any ratings agencies.

3 Request for hard copies

The documents referred to in paragraph 1 above are available free of charge on Collagen's website at: www.collagensolutions.com.

Subject to certain restrictions relating to persons in any Restricted Jurisdiction, any Collagen Shareholder, person with information rights and any person entitled to receive this document may request hard copies of the above financial information relating to Collagen by contacting the Receiving Agent, Neville Registrars, on 0121 585 1131 from within the UK or +44 (0) 121 585 1131 if calling from outside the UK or by submitting a request in writing to Neville Registrars at Neville House, Steelpark Road, Halesowen, B62 8HD. Calls are charged at your network provider's standard rate and may be included within your plan but will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. Lines will be open between 9.00 a.m. to 5.00 p.m. (London time), Monday to Friday (excluding public holidays in England and Wales). Calls to the helpline from outside the UK will be charged at applicable international rates. Calls may be recorded and randomly monitored for security and training purposes.

Hard copies of such information will not be sent unless requested in accordance with the instructions above. If requested, copies will be provided, free of charge, within two Business Days of request.

4 No incorporation of website information

Save as expressly referred to herein, neither the content of Collagen's website nor the content of any website accessible from hyperlinks on Collagen's website, is incorporated by reference into, or forms part of, this document.

5 Effect of full acceptance of the Offer on RDI's earnings, assets and liabilities

Following the Offer becoming or being declared wholly unconditional, the earnings, assets and liabilities of the Collagen Group will be fully consolidated into the RDI Group.

APPENDIX III

SOURCES OF INFORMATION AND BASES OF CALCULATION

In this document, unless otherwise stated or the context otherwise requires, the following sources and bases have been used:

- 1 As at close of business on 11 September 2020 (being the last Business Day prior to the publication of this document), Collagen had 446,878,910 Collagen Shares in issue.
- 2 The value attributed to the fully diluted share capital of Collagen is based upon: (i) the Offer Price; (ii) the 446,878,910 Collagen Shares in issue; and (iii) the 20,950,764 Collagen Shares subject to outstanding in-the-money options and warrants outstanding under the Collagen Share Schemes or otherwise and which are currently anticipated to be satisfied by the issue of new Collagen Shares; in each case as at 11 September 2020 (being the last Business Day prior to the date of this document).
- 3 The maximum cash consideration payable pursuant to the Offer is based upon: (i) the Offer Price; (ii) the 363,278,910 Collagen Shares to which the Offer relates and not already owned by RDI; and (iii) the 20,950,764 Collagen Shares subject to outstanding in-the-money options and warrants described above; in each case as at 11 September 2020 (being the last Business Day prior to the date of this document).
- 4 Closing Prices of Collagen Shares have been obtained from the AIM Appendix of the Daily Official List for the particular date(s) concerned.
- 5 The volume weighted average price of 1.72 pence per Collagen Share over the three month period up to and including 15 April 2020, has been derived from Bloomberg's daily volume weighted average price data.
- 6 All information relating to RDI has been provided by persons duly authorised by the RDI Board.
- 7 All information relating to Collagen has been extracted from published sources (including the below mentioned financial information) and has been extracted without material adjustment from such sources and/or provided by persons duly authorised by Collagen.
- 8 Unless otherwise stated, the financial information relating to the Collagen Group has been extracted or derived (without material adjustment) from Collagen's preliminary unaudited consolidated financial statements for the financial year ended 31 March 2020 and audited consolidated financial statements for the financial year ended 31 March 2019 prepared in accordance with IFRS.
- 9 The multiple of approximately 7.58 times Collagen's unaudited revenue for the year ended 31 March 2020 is calculated as the Offer Price multiplied by the issued and to be issued ordinary share capital of Collagen on a fully diluted basis, as set out in paragraph 2 above, divided by the Collagen Group's unaudited revenue for the year ended 31 March 2020 of £4.01 million.
- 10 Certain figures included in this document have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

APPENDIX IV

UNITED KINGDOM TAXATION

- 1 The summary set out below is based on current United Kingdom tax law as applied in England and Wales and what is understood to be HMRC's practice (which may not be binding on HMRC) as at the date of this document, both of which are subject to change, possibly with retrospective effect. The summary is intended as a general guide to certain limited aspects of the UK tax treatment of the Offer and this Appendix IV applies only to Collagen Shareholders resident and, in the case of an individual, domiciled for tax purposes in (and only in) the United Kingdom, who hold their Collagen Shares as an investment (other than under a pension arrangement or in an individual savings account) and who are the absolute beneficial owners thereof ("**UK Holders**"). The summary does not address all possible tax consequences relating to the Offer. Certain categories of Collagen Shareholders, including those carrying on certain financial activities, those subject to specific tax regimes or benefitting from certain reliefs and exemptions, those connected with Collagen, and those for whom the shares are employment-related securities, may be subject to special rules and this summary does not apply to such shareholders.

Collagen Shareholders or prospective shareholders who are in any doubt about their tax position, or who are resident or otherwise subject to taxation in a jurisdiction outside the United Kingdom, should consult their own professional advisers immediately.

Taxation of Chargeable Gains

- 2 A UK Holder's liability to UK tax on chargeable gains will depend on the individual circumstances of that UK Holder.
- 3 A UK Holder receiving cash consideration in respect of his or her Collagen Shares will be treated as disposing of his or her Collagen Shares for the purposes of UK tax on chargeable gains which may, depending on the UK Holder's individual circumstances (including their base cost and the availability of exemptions, reliefs and/or allowable losses) give rise to a liability to UK tax on chargeable gains or, alternatively, an allowable capital loss.
- 4 A Collagen Shareholder who is not resident in the UK will not generally be subject to UK taxation of capital gains on the disposal or deemed disposal of their Collagen Shares unless they are carrying on a trade, profession or vocation in the UK through a branch or agency (or, in the case of a corporate shareholder, a permanent establishment), in connection with which the Collagen Shares are used, held or acquired. Non-UK tax resident shareholders may be subject to non-UK taxation on any gain under local law.

An individual Collagen Shareholder who has been resident for tax purposes in the UK but who ceases to be so resident or becomes treated as resident outside the UK for the purposes of a double taxation treaty for a period of five years or less and who disposes of all or part of his or her Collagen Shares during that period may be liable to capital gains tax on his or her return to the UK, subject to any available exemptions or reliefs.

UK Stamp Duty and Stamp Duty Reserve Tax (SDRT)

- 5 No UK stamp duty or SDRT will be payable by Collagen Shareholders on the transfer of their Collagen Shares pursuant to the Offer.

APPENDIX V

ADDITIONAL INFORMATION

1 Responsibility

- 1.1 The Collagen Directors, whose names are set out in paragraph 2.1 below, each accept responsibility for the information contained in this document relating to Collagen and the Collagen Directors, other than the recommendation and related opinions and statements of belief of the Independent Collagen Directors. The Independent Collagen Directors accept responsibility for the recommendation and the related opinions and statements of belief of the Independent Collagen Directors contained in Part I of this document, including paragraph 12 (“Recommendation of the Independent Collagen Directors”), paragraph 4 (“Background to and reasons for the Independent Collagen Directors’ recommendation of the Offer”) and the related opinions and statements of belief of the Independent Collagen Directors expressed in paragraphs 1 (“Introduction”) and 3 (“Information relating to the Collagen Group”). To the best of the knowledge and belief of the Collagen Directors and the Independent Collagen Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.2 The RDI Directors, whose names are set out in paragraph 2.2 below, accept responsibility for the information contained in this document (including any expressions of opinion and statements of belief), other than the information (and expressions of opinion and statements of belief) contained in this document for which responsibility is taken by either the Collagen Directors or Independent Collagen Directors pursuant to paragraph 1.1 above. To the best of the knowledge and belief of the RDI Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this document for which they accept responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

2 Directors, registered offices and business addresses

2.1 *The Collagen Directors and their respective positions are:*

<i>Name</i>	<i>Position</i>
Chris Brinsmead CBE*	Non-executive Chairman
Jamal Rushdy*	Chief Executive Officer
Hilary Spence*	Chief Financial Officer and Company Secretary
Geoffrey Bennett*	Non-executive Director
Malcolm Gillies*	Non-executive Director
Wade Rosen	Non-executive Director

* - denotes Independent Collagen Directors

Collagen’s registered office and the business address of each of the Collagen Directors is C/o Shepherd and Wedderburn LLP, Condor House, 10 St. Paul’s Churchyard, London, EC4M 8AL. The Company Secretary of Collagen is Hilary Spence.

2.2 *The RDI Directors and their respective positions are:*

<i>Name</i>	<i>Position</i>
Thomas J. Rosen	Director
Richard H. Rosen	Director
Dominick V. Driano, Jr.	Director
Robert A. Hovde	Director
Gregory L. Benedict	Director
Wade J. Rosen	Director
Karin M. Rosen	Director
Reid T. Rosen	Director

RDI's principal executive office and the business address of each of the RDI Directors is 8101 34th Avenue South, Suite 400, Bloomington, MN 55425, United States.

3 Market quotations

Set out below are the Closing Prices of Collagen Shares derived from the Daily Official List on:

- (a) the first Business Day in each of the six months immediately before the date of this document;
- (b) 15 April 2020 (the last Business Day before the commencement of the Offer Period); and
- (c) 11 September 2020 (the last Business Day prior to the publication of this document).

<i>Date</i>	<i>Price per Collagen Share (pence)</i>
1 April 2020	1.13p
15 April 2020	1.20p
1 May 2020	2.15p
1 June 2020	3.20p
1 July 2020	3.10p
3 August 2020	2.75p
1 September 2020	6.625p
11 September 2020	6.625p

4 Interests and dealings

4.1 *For the purposes of this paragraph 4:*

- **acting in concert** has the meaning given in the Code;
- **arrangement** includes indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature relating to relevant securities which may be an inducement to deal or refrain from dealing (other than irrevocable commitments to accept the Offer, details of which are set out in paragraph 5 of this Appendix V);
- **close relatives** has the meaning given in the Code;
- **connected person** means, in relation to a director of RDI or Collagen any person whose interests in shares are taken to be interests of such director pursuant to Part 22 of the Companies Act;
- **control** means an interest, or interests, in shares carrying in aggregate 30 per cent. or more of the voting rights (as defined in the Code) of a company irrespective of whether such interest or interests give *de facto* control;
- **dealing** or **dealt** has the meaning given in the Code;
- **derivative** includes any financial product the value of which, in whole or in part is determined directly or indirectly by reference to the price of an underlying security;
- **disclosure period** means the period commencing on 16 April 2019 (the date twelve months prior to the commencement of the Offer Period) and ending on 11 September 2020 (being the last Business Day prior to the date of this document);
- **interest in relevant securities** has the meaning given in the Code;
- **relevant securities** means (i) Collagen Shares and any other securities of Collagen conferring voting rights; (ii) the equity share capital of Collagen or, as the context requires, RDI; and (iii) securities of Collagen or, as the context requires, RDI, carrying conversion or subscription rights into any of the foregoing;
- **securities** has the meaning given in the Code;
- **short position** means any short position (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery; and
- **voting rights** has the meaning given in the Code.

4.2 **Persons acting in concert with RDI**

In addition to the directors of RDI (together with their close relatives and related trusts) and members of the Wider RDI Group, the persons who, for the purposes of the Code, are acting in concert or presumed to be acting in concert with RDI in respect of the Offer and who are required to be disclosed are:

<i>Name</i>	<i>Registered office</i>	<i>Relationship with RDI</i>
Strand Hanson Limited	26 Mount Row, London W1K 3SQ	Financial adviser to RDI

4.3 **Persons acting in concert with Collagen**

In addition to the Collagen Directors (together with their close relatives and related trusts) and members of the Collagen Group, the persons who, for the purposes of the Code, are acting in concert or presumed to be acting in concert with Collagen for the purposes of the Offer and which are required to be disclosed are:

<i>Name</i>	<i>Registered office</i>	<i>Relationship with Collagen</i>
Goodbody Stockbrokers UC	Ballsbridge Park, Ballsbridge, Dublin 4, Ireland	Rule 3 Adviser and Joint Financial Adviser to Collagen
England & Company LLC	1133 Avenue of the Americas, Suite 2719, New York, NY 10036, United States	Joint Financial Adviser to Collagen
Cenkos Securities plc	6.7.8 Tokenhouse Yard, London EC2R 7AS	Nominated Adviser and Broker to Collagen

4.4 **Interests and dealings in Relevant Securities of Collagen**

- (a) As at the last day of the disclosure period, RDI is the registered holder and beneficial owner of 83,600,000 Collagen Shares, representing approximately 18.71 per cent. of Collagen's existing issued ordinary share capital.
- (b) As at the last day of the disclosure period, the Collagen Directors (and their close relatives, related trusts and connected persons) had the following interests in Collagen Shares (excluding any Collagen Shares which are subject to the Collagen Share Schemes which are set out in paragraph (c) below):

<i>Name of Collagen Director</i>	<i>Number of Collagen Shares</i>	<i>Percentage of Collagen's existing issued ordinary share capital</i>
Chris Brinsmead	1,731,250	0.39%
Jamal Rushdy	1,906,145	0.43%
Hilary Spence	550,817	0.12%
Geoffrey Bennett	6,325,988	1.42%
Malcolm Gillies	5,000,000	1.12%
Wade Rosen*	83,600,000	18.71%
TOTAL:	<u>99,114,200</u>	<u>22.18%</u>

* On account of his position as a shareholder and director of RDI, Wade Rosen is deemed to be interested in the 83,600,000 shares held by RDI.

- (c) As at the last day of the disclosure period, the following options in respect of Collagen Shares had been granted to the following Collagen Directors under the Collagen Share Schemes:

<i>Name of Collagen Director</i>	<i>Scheme</i>	<i>Number of Collagen Shares over which options granted</i>	<i>Exercise price</i>	<i>Date of grant</i>	<i>Expiry/lapse date</i>
Jamal Rushdy	Collagen Solutions Plc	3,300,000	8.880p	15/12/2015	15/12/2025
	2014 Enterprise	2,700,000	8.125p	14/07/2016	14/07/2026
	Management Incentive	1,700,000	5.250p	12/07/2017	12/07/2027
	Scheme	2,025,000	3.900p	08/08/2019	08/08/2029
Hilary Spence	Collagen Solutions Plc	2,000,000	2.700p	05/04/2018	05/04/2028
	2014 Enterprise	1,000,000	3.850p	16/01/2019	16/01/2019
	Management Incentive	1,000,000	3.850p	24/04/2020	24/04/2030
	Scheme				
	Collagen Solutions Plc Deferred Bonus Plan	336,000	–	02/10/2019	02/10/2029

- (d) During the disclosure period, the following dealings in Collagen relevant securities by RDI or persons acting in concert with RDI have taken place:

- On 6 June 2019, RDI acquired 83,600,000 new Collagen Shares at a price of 5.0 pence per share pursuant to the Strategic Investment.

- (e) During the disclosure period, the following dealings in Collagen relevant securities by Collagen Directors (and their close relatives, related trusts and connected persons) have taken place:

- On 6 June 2019, Malcolm Gillies subscribed for 847,000 Collagen Shares at a price of 5.0 pence per share;
- On 6 June 2019, Hilary Spence subscribed for 300,000 Collagen Shares at a price of 5.0 pence per share;
- On 8 August 2019, Jamal Rushdy was granted an option over 2,025,000 Collagen Shares exercisable at a price of 3.9 pence per share;
- On 2 October 2019, Jamal Rushdy was granted conditional awards over 906,145 Collagen Shares under the Collagen Solutions Plc Deferred Bonus Plan;
- On 2 October 2019, Hilary Spence was granted a nil cost option over 336,000 Collagen Shares under the Collagen Solutions Plc Deferred Bonus Plan;
- On 24 April 2020, Hilary Spence was granted an option over 1,000,000 Collagen Shares at an exercise price of 3.85 pence per share; and
- On 28 August 2020, Jamal Rushdy acquired 906,145 Collagen Shares pursuant to the vesting of conditional awards granted under the Collagen Solutions plc Deferred Bonus Plan on 2 October 2019.

- (f) Save as set out above, and other than:

- options granted under the Collagen Share Schemes; and
- the Norgine Warrants,

there are no other outstanding options or rights to subscribe for Collagen Shares.

4.5 **General**

Save as disclosed in this document, as at the last day of the disclosure period:

- (a) neither RDI, the RDI Directors, nor (in the case of the RDI Directors) any of their close relatives, related trusts or connected persons, nor any other person acting in concert with RDI, nor any person with whom RDI or any person acting in concert with RDI had an arrangement, was interested in, had any right to subscribe for, or had any short position in relation to, any relevant securities of Collagen nor had any such person dealt in any relevant securities of Collagen during the disclosure period;
- (b) neither Collagen, nor any of the Collagen Directors, nor (in the case of the Collagen Directors) any of their close relatives, related trusts or connected persons, nor any person acting in concert with Collagen, nor any person with whom Collagen or any person acting in concert with Collagen had an arrangement, was interested in, had any right to subscribe for, or had any short position in relation to, any relevant securities of Collagen nor had any such person dealt in any relevant securities of Collagen during the disclosure period;
- (c) neither Collagen, nor any of the Collagen Directors, nor (in the case of the Collagen Directors) any of their close relatives, related trusts or connected persons, was interested in, had any right to subscribe for, or had any short position in relation to, any relevant securities of RDI and nor had any such person dealt in any relevant securities of RDI during the disclosure period;
- (d) neither Collagen, RDI nor any person acting in concert with Collagen or RDI, had borrowed or lent (including for these purposes any financial collateral arrangements of a kind referred to in Note 4 on Rule 4.6 of the Code) any relevant securities in Collagen (save for any borrowed shares which have been either on-lent or sold); and
- (e) save for the irrevocable undertakings described in paragraph 5 of this Appendix V, there is no arrangement relating to relevant securities in Collagen which exists between RDI or any person acting in concert with RDI and any other person, nor between Collagen or any person acting in concert with Collagen and any other person.

5 **Irrevocable undertakings**

5.1 **Collagen Directors**

The Independent Collagen Directors have given irrevocable undertakings to accept, or procure the acceptance of, the Offer (or if RDI exercises its right to structure the Offer as a Scheme of Arrangement, to vote in favour of such Scheme of Arrangement at the Scheme Meetings) as follows:

<i>Name of Independent Collagen Director</i>	<i>Number of Collagen Shares to which undertaking relates*</i>	<i>Percentage of Collagen's existing ordinary share capital</i>	<i>Percentage of Collagen's Shares to which the Offer relates**</i>
Chris Brinsmead	1,731,250	0.39%	0.48%
Jamal Rushdy	1,906,145	0.43%	0.53%
Hilary Spence	550,817	0.12%	0.15%
Geoffrey Bennett	6,325,988	1.42%	1.74%
Malcolm Gillies	5,000,000	1.12%	1.38%
TOTAL:	15,514,200	3.47%	4.27%

* - the undertakings and the numbers referred to above refer only to those Collagen Shares to which the relevant director is beneficially entitled or any Collagen Share such director is otherwise able to control the exercise of in terms of the rights attaching to such Collagen Share, including the ability to procure the transfer of such Collagen Share. The numbers referred to in this table exclude any award that may be outstanding under the Collagen Share Schemes, however any such Collagen Shares subsequently acquired pursuant to those awards would be included in the scope of the undertakings. The Collagen Directors holding awards under the Collagen Share Schemes also have the ability under the irrevocable undertakings to sell Collagen Shares to satisfy or meet any liability to income tax, national insurance or social security contributions arising from the grant, exercise or vesting of awards under the Collagen Share Schemes in connection with the Offer or the proposals to be made by RDI in respect of the awards.

** - excluding any Collagen Shares to be issued in satisfaction of outstanding in-the-money options and warrants.

The Independent Collagen Directors' irrevocable undertakings shall lapse and cease to be binding, *inter alia*, if:

- (i) the Offer lapses or is withdrawn without becoming or being declared unconditional in all respects unless: (a) this is as a result of RDI exercising its right to implement the Offer by way of a Scheme of Arrangement; or (b) a new, revised or replacement Offer or Scheme of Arrangement is announced by RDI within seven (7) business days of the lapse or withdrawal of the Offer, provided that the terms of such new, revised or replacement Offer or Scheme of Arrangement are no less favourable to all Collagen Shareholders than the terms set out in this document; or
- (ii) RDI announces, with the consent of the Panel, that it does not intend to proceed with the Offer.

5.2 ***Institutional and other Collagen Shareholders***

In addition to the irrevocable undertakings given by the Independent Collagen Directors as set out in paragraph 5.1 above, the following Collagen Shareholders have given irrevocable undertakings to accept the Offer (or if RDI exercises its right to structure the Offer as a Scheme of Arrangement, to vote in favour of such Scheme of Arrangement at the Scheme Meetings) as follows:

<i>Name of Collagen Shareholder</i>	<i>Number of Collagen Shares to which undertaking relates</i>	<i>Percentage of Collagen's existing ordinary share capital</i>	<i>Percentage of Collagen's Shares to which the Offer relates*</i>
David Evans	42,587,411	9.53%	11.72%
Seneca Partners Limited	42,445,691	9.50%	11.68%
Calculus Capital Limited	30,632,424	6.85%	8.43%
Gresham House Asset Management Limited	20,040,000	4.48%	5.52%
Helium Rising Stars Fund	17,710,015	3.96%	4.88%
Rathbone Investment Management Limited	12,166,500	2.72%	3.35%
Peter Meyer	6,240,502	1.40%	1.72%
1615915 Alberta Limited	4,744,491	1.06%	1.31%
TOTAL:	176,567,034	39.51%	48.60%

*- *excluding any Collagen Shares to be issued in satisfaction of outstanding in-the-money options and warrants.*

The irrevocable undertaking from Mr David Evans shall lapse and cease to be binding, *inter alia*, if:

- (i) the Offer lapses or is withdrawn without becoming or being declared unconditional in all respects unless: (a) this is as a result of RDI exercising its right to implement the Offer by way of a Scheme of Arrangement; or (b) a new, revised or replacement Offer or Scheme of Arrangement is announced by RDI within seven (7) business days of the lapse or withdrawal of the Offer, provided that the terms of such new, revised or replacement Offer or Scheme of Arrangement are no less favourable to all Collagen Shareholders than the terms set out in this document; or
- (ii) RDI announces, with the consent of the Panel, that it does not intend to proceed with the Offer.

The irrevocable undertakings for Seneca Partners Limited and Calculus Capital Limited shall lapse and cease to be binding, *inter alia*, if:

- (i) a competing offer from a third party for the entire issued and to be issued ordinary share capital of Collagen (other than any shares owned by such person or any person acting in concert with it) is made in accordance with Rule 2.7 of the Code (whether by way of a takeover offer or Scheme of Arrangement) within 14 days of posting of this document provided that the value of that offer as at the date it is made exceeds 7.25 pence (and in respect of non cash offers this determination must be in the reasonable opinion of the Independent Collagen Directors);
- (ii) the Offer lapses or is withdrawn without becoming or being declared unconditional in all respects unless: (a) this is as a result of RDI exercising its right to implement the Offer by way of a Scheme of Arrangement; or (b) a new, revised or replacement Offer or Scheme of Arrangement is announced by RDI within seven (7) business days of the lapse or withdrawal of the Offer, provided

that the terms of such new, revised or replacement Offer or Scheme of Arrangement are no less favourable to all Collagen Shareholders as the terms set out in this document; or

- (iii) RDI announces, with the consent of the Panel, that it does not intend to proceed with the Offer.

The irrevocable undertakings for Helium Rising Stars Fund Limited, Rathbone Investment Management Limited, Mr Peter Meyer and 1615915 Alberta Limited shall lapse and cease to be binding, *inter alia*, if:

- (i) a competing offer from a third party for the entire issued and to be issued ordinary share capital of Collagen (other than any shares owned by such person or any person acting in concert with it) is made in accordance with Rule 2.7 of the Code (whether by way of a takeover offer or Scheme of Arrangement) within 14 days of posting of this document provided that: (a) the Independent Collagen Directors recommend that offer; and (b) the value of that offer as at the date it is made exceeds 7.25 pence (and in respect of non cash offers this determination must be in the reasonable opinion of the Independent Collagen Directors);
- (ii) the Offer lapses or is withdrawn without becoming or being declared unconditional in all respects unless: (a) this is as a result of RDI exercising its right to implement the Offer by way of a Scheme of Arrangement; or (b) a new, revised or replacement Offer or Scheme of Arrangement is announced by RDI within seven (7) business days of the lapse or withdrawal of the Offer, provided that the terms of such new, revised or replacement Offer or Scheme of Arrangement are no less favourable to all Collagen Shareholders as the terms set out in this document; or
- (iii) RDI announces, with the consent of the Panel, that it does not intend to proceed with the Offer.

The irrevocable undertaking for Gresham House Asset Management Limited shall lapse and cease to be binding, *inter alia*, if:

- (i) a competing offer from a third party (other than a company controlled by RDI) for the entire issued share capital of Collagen is announced at a price which exceeds 7.25 pence per ordinary share of Collagen (which may include where such competing offer is not for cash consideration, provided that in respect of such a non cash competing offer this determination is in the reasonable opinion of the board of Collagen); or
- (ii) the Offer lapses or is withdrawn.

6 Financing and cash confirmation

- 6.1 The cash consideration payable by RDI pursuant to the Offer will be funded entirely out of RDI's existing cash resources. There is no requirement for any funding from third party providers of finance to RDI.
- 6.2 Strand Hanson, financial adviser to RDI, is satisfied that sufficient financial resources are available to RDI to enable it to satisfy in full the cash consideration payable to Collagen Shareholders under the terms of the Offer.

7 Material contracts

During the period beginning on the date falling two years before the commencement of the Offer Period and ending on the last Business Day prior to the date of this document, RDI, Collagen and each of their respective subsidiaries, as applicable, entered into the following material contracts (other than contracts entered into in the ordinary course of business):

7.1 RDI material contracts

- (a) the Confidentiality Agreement; and
- (b) the irrevocable undertakings detailed in paragraph 5 above.

7.2 **Collagen material contracts**

- (a) the Confidentiality Agreement;
- (b) *Norgine Ventures Bond Facility*: In 2017, Collagen entered into a bond facility (the “**Bond Facility**”) with Norgine Ventures for up to £4 million in senior secured guaranteed private bonds, of which £3 million was drawn down in two tranches: (i) Tranche A (£2.0 million) with a term of 42 months from the date of drawdown; and (ii) Tranche B (£1.0 million) with a term of 42 months from the date of drawdown. The interest rate on Tranche A is 10 per cent. The interest rate on Tranche B is now 10.1 per cent. Collagen and two subsidiaries entered into fixed and floating charges in favour of Norgine Ventures to secure the bonds issued under the Bond Facility. In December 2018 amendments were made to the repayment schedules for both the Tranche A and the Tranche B bonds.

The Bond Facility is constituted by the Bond Instrument and the Bond Subscription Agreement. In 2017, in connection with the Bond Facility, Collagen also issued the Norgine Warrants to Norgine Ventures. The Norgine Warrants originally conferred on Norgine Ventures the right to acquire up to 5,075,283 Collagen Shares at a price of 5.911 pence per share, but as a consequence of adjustment in 2019 in connection with the Subscription Agreement, Placing Agreement and Open Offer described in paragraphs (e) to (g) below, the number of Collagen Shares currently subject to the Norgine Warrants is 2,325,764.

On 6 July 2020, Collagen and Norgine Ventures entered into a deed of variation in relation to the Bond Instrument further amending the repayments of loan principal under the Tranche A and Tranche B bonds. The repayments of principal have been reduced from 1 July 2020 and the dates of redemption of the bonds have been delayed by either three or six months from 30 September 2020 for Tranche A and 31 January 2021 for Tranche B. The exact timing of the delay to the redemption dates and relevant repayments (three or six months) depends on the delivery of specific commercial milestones.

- (c) *Norgine Ventures/David Evans Call Option*: In addition to the Norgine Warrants granted by Collagen in connection with the Bond Facility, in 2017 a call option was granted to Norgine Ventures by Collagen’s then chairman, David Evans, exercisable at an aggregate cost of £1, over a maximum of 20,000,000 of his Collagen Shares. The actual number of Collagen Shares in respect of which the call option could be exercised was calculated in accordance with the call option agreement.

Alongside the realignment of bond repayments referred to above, on 23 June 2020, Norgine Ventures, David Evans and Collagen agreed certain amendments to the call option arrangements. Norgine Ventures agreed to cancel its right to acquire 3,250,481 of the Collagen Shares held by David Evans. The value of this right was estimated to be £98,488. At the same time, and in connection with the call option amendment, Collagen agreed that, in the event of a further fundraising by Collagen at a price lower than five pence per Collagen Share, David Evans would be granted the option to subscribe for such number of Collagen Shares at five pence per share as would allow the Company to use the proceeds to repay the Bond Facility in full. If the circumstances arose in which this additional option were granted, the option could not be exercised in the Offer Period and would lapse on repayment of the Bond Facility. In addition, as part of the amendment to the Bond Facility and the call option described above, the security release fee owed by Collagen to Norgine Ventures upon termination of the Bond Facility increased by £98,488. However, depending on the timing and price of the sale of Collagen Shares, David Evans has agreed to reimburse Collagen the full amount or 50 per cent. of this sum.

- (d) *Sale of investment in Jellagen Limited*: On 2 February 2019, Collagen announced that it had sold its minority equity stake in Jellagen Limited, a private marine biotechnology company founded in 2013 focused on developing collagen biomaterials from jellyfish, for approximately £215,000 in a private transaction. As stated in the announcement, the sale transaction followed the most recent investment round in Jellagen Limited, in which Collagen did not participate.
- (e) *RDI Subscription Agreement*: On 20 May 2019, Collagen and RDI entered into a subscription agreement (the “**Subscription Agreement**”) pursuant to which RDI agreed to subscribe for 83,600,000 Collagen Shares raising £4.18 million before expenses. Under the Subscription Agreement, Collagen provided certain warranties to RDI relating to its capacity to enter into the agreement and certain business warranties usual for an agreement of that type. In addition, the Subscription Agreement states that while RDI is entitled to exercise, or to control the exercise of,

not less than 15 per cent. of the voting rights attaching to the Collagen Shares from to time, it shall have the right to appoint one director to the Collagen Board.

- (f) *Placing Agreement:* On 20 May 2019, Collagen and Cenkos Securities Plc (“**Cenkos**”) entered into a placing agreement (the “**Placing Agreement**”) pursuant to which Cenkos was appointed as the agent of Collagen in respect of a placing to raise approximately £1.25 million before expenses and agreed to use its reasonable endeavours to procure placees to subscribe for or purchase the placing shares at the placing price. The placing was not underwritten. The Placing Agreement contained certain customary warranties from Collagen in favour of Cenkos in relation to, *inter alia*, the accuracy of the information contained in the circular dated 20 May 2019 from the Company to its shareholders (the “**Circular**”) and certain other matters relating to the Group and its business. In addition, the Company gave certain undertakings to Cenkos and agreed to indemnify Cenkos in relation to certain customary liabilities it may incur in respect of the Placing. Under the Placing Agreement, Collagen agreed to pay certain fees and commissions to Cenkos and certain other costs and expenses in connection with the Placing and Admission (as defined in the Placing Agreement).
- (g) *Open Offer:* Alongside (i) the placing referred to in the Placing Agreement and (ii) the subscription referred to in the Subscription Agreement, Collagen announced on 20 May 2019 that it would give all Qualifying Shareholders the opportunity to subscribe for Collagen Shares pursuant to the Open Offer at the same price per share as the placing and the subscription. The Open Offer was made on customary terms. The terms of the Open Offer were set out in the Circular and the Application Form. The terms “**Qualifying Shareholders**”, “**Open Offer**” and “**Application Form**” have the meanings given to them in the Circular.
- (h) *Supply Agreement:* On 20 May 2019, Collagen Solutions NZ Limited (a wholly owned subsidiary of Collagen) (“**Collagen Solutions NZ**”) and SLS entered into a supply agreement (the “**Supply Agreement**”) relating to the supply of certain tissues and products by SLS to Collagen Solutions NZ. The Supply Agreement, which is for an initial period of two years, contains certain customary warranties from SLS to Collagen Solutions NZ and certain customary mutual indemnities by each party to the Supply Agreement to the other.
- (i) *Government backed loans:* Collagen has received the following loans as part of the relevant governments’ COVID-19 economic support programmes:
- On 20 May 2020, Collagen Solutions (US) Inc. (“**Collagen Solutions USA**”), a wholly owned subsidiary of Collagen, received a loan of US\$239,750 in U.S. Government backed loan funding through one of its banking providers. The loan has a two-year term with an interest rate of 1.0 per cent. per year, with payments of principal and interest deferred for the first six months. The loan may be forgiven in whole or in part if used for eligible purposes including payroll and rent in the USA in the first eight weeks of the term. Collagen believes that a substantial part of this funding will be forgiven, effectively acting as a form of grant. To the extent all or some portion of the principal amount is not forgiven, Collagen Solutions USA is obligated to make equal monthly payments of the remaining principal and interest.
 - On 20 May 2020, Collagen announced that Collagen Solutions NZ had received NZ\$35,000 from the New Zealand Ministry for Social Development’s Wage Subsidy Scheme, which does not need to be repaid provided the scheme criteria are met. Collagen believes these criteria will be met and therefore this subsidy is also a form of grant.
 - On 10 July 2020, Collagen Solutions USA received a loan of US\$150,000 in the form of a promissory note. The loan has a 30-year term with an interest rate of 3.75 per cent. with the first payment due 12 months from the date of the promissory note.

8 Service contracts and remuneration of Collagen Directors

- 8.1 Save as disclosed below, there are no service contracts in force between any Collagen Director or any proposed director of Collagen, and the Company or any of its subsidiaries and no such contract has been entered into or amended during the 6 months preceding the date of this document.

(a) **Executive Collagen Directors**

<i>Name</i>	<i>Base salary per annum (2020)*</i>	<i>Commencement of service contract</i>	<i>Notice period (Director)</i>	<i>Notice period (Collagen)</i>
Jamal Rushdy	US\$318,270	17 November 2015	sixty days	None required**
Hilary Spence	£145,000	8 January 2018	six months	six months

* Salary reviews customarily occur on 31 March in each year.

** Subject to severance payment of 12 months' base salary and certain benefits where Collagen has terminated the employment without cause.

Jamal Rushdy's contract includes provision for Collagen to terminate employment with immediate effect and make a severance payment to him. Severance pay is calculated as basic salary plus benefits which he would have received during the 12 month period following termination of employment, and is payable in monthly instalments for such 12 month period. Jamal Rushdy's contract also contains a change of control provision. In the event that his employment is terminated by the Company during the 12 month period immediately following a change of control, he is entitled to receive the same severance pay as noted above, however such sum is payable in a single lump sum in the next monthly payroll following termination of his employment.

Jamal Rushdy's service contract provides that he is also entitled to:

- receive, at Collagen's sole discretion, an annual bonus up to a maximum of 75 per cent. of annual base salary;
- participate in benefits that may be offered from time to time by Collagen, including a 401(k) plan and group health plan; and
- receive the opportunity to exercise up to 3.3 million options over Collagen Shares, provided that performance and other requirements of the corresponding share option agreement between Collagen and Jamal Rushdy are met.

Hilary Spence's contract includes provision for Collagen to terminate employment with immediate effect and instead, or at any time after notice of termination being given, make a payment in lieu of notice. Notice pay is calculated as basic salary plus benefits which she would have received during the notice period and is payable in monthly instalments for the duration of the notice period.

Hilary Spence's service contract provides that she is also entitled to:

- receive discretionary bonus payments at such intervals and subject to such conditions as Collagen's Remuneration Committee may in its absolute discretion determine from time to time, up to a maximum amount of 35 per cent. of her annual base salary;
- participate in Collagen's pension scheme (in respect of which Collagen contributes 3 per cent. of gross pensionable salary under a salary sacrifice arrangement;
- death-in-service life assurance cover of three times annual salary; and
- Options over Collagen Shares as follows:
 - 2 million options granted following commencement of employment, on terms consistent with options granted to other executives on 12 July 2017;
 - 1 million options granted following the one year anniversary of her commencement date, on such terms as are determined by the board of Collagen at that time; and
 - 1 million options granted following the two year anniversary of her commencement date, on such terms as are determined by the board of Collagen at that time.

Each of the executive Collagen Directors' service contracts also contains customary restrictions on their being involved with undertakings in competition with the Collagen Group or from soliciting customers or hiring employees of the Collagen Group following termination of their employment, as well as confidentiality restrictions without reference to time.

As stated in paragraph 5 of Part II (*Letter from RDI to Collagen Shareholders*) of this document, it is anticipated that the appointments of the executive directors of Collagen will remain unchanged following successful completion of the Offer. However, there are no agreements or arrangements between RDI and the directors, management or employees of Collagen in relation to their on-going involvement in the business and the Offer is not conditional on reaching agreement with such persons.

(b) **Chairman and other non-executive Collagen Directors**

The non-executive Collagen Directors, including the Chairman, each have individual letters of appointment. Their remuneration for holding office as non-executives is determined by the Collagen Board within limits set by the articles of association of Collagen.

Currently Chris Brinsmead, as chairman, is entitled to fees of £50,000 per annum under a letter of appointment dated 13 December 2017. Geoffrey Bennett is entitled to fees of £9,750 per annum under a letter of appointment dated 2 January 2017 and Malcolm Gillies is entitled to fees of £19,750 per annum under a letter of appointment dated 24 August 2016. All of these appointments are terminable on three month's written notice by either party. Collagen may also terminate any of the appointments with immediate effect in certain circumstances, including the commission by the relevant Collagen Director of any serious or repeated breach or non-observance of his obligations to Collagen and the relevant Collagen Director having been guilty of any fraud or dishonesty or having acted in any manner that, in the opinion of Collagen, brings or is likely to bring Collagen or the relevant Collagen Director into disrepute or is materially averse to the interests of the Company.

Wade Rosen is entitled to fees of £20,000 per annum under a letter of appointment dated 9 May 2019. Wade Rosen's appointment is terminable by him at any time, or terminable by the Company at any time only if RDI ceases to hold at least 15 per cent. of the voting rights attaching to the Collagen Shares from time to time.

Each of the non-executive Collagen Directors' letters of appointment is governed by English law, with the courts of England having exclusive jurisdiction in respect of any dispute that may arise out of or in connection with the letter.

Separately, each of Geoffrey Bennett and Malcolm Gillies receives fees from the Company in respect of the provision of advisory and consultancy services to the Company under separate agreements with the Company. More particularly:

- Geoffrey Bennett receives an annual fee of £30,250 exclusive of VAT for the provision of advisory and consultancy services to the Company under an agreement dated 2 January 2017; and
- Malcolm Gillies receives an annual fee of £10,250 exclusive of VAT for the provision of advisory and consultancy services to the Company under an agreement dated 31 January 2017.

Collagen is entitled to terminate each of the consultancy agreements described above on the relevant individual ceasing to be a Collagen Director, on material breach by the relevant individual under the consultancy agreement or where, after written notice, the relevant individual wilfully neglects to provide, or fails to remedy any default in providing, the consultancy services (save as a result of illness or accident). Each of the consultancy agreements described above is governed by English law, with the courts of England having exclusive jurisdiction to settle any dispute or claim arising from the agreement. In addition, Malcolm Gillies is entitled to a further payment from Collagen of £10,000 exclusive of VAT for the provision of company secretarial support to Collagen during 2020. It is anticipated that this additional sum will be paid on the Offer becoming unconditional in all respects or, if later, when admission of the Collagen Shares to trading on AIM is cancelled.

Save for Wade Rosen, who will remain on the Collagen Board, all of the other non-executive Collagen Directors, being Chris Brinsmead, Geoffrey Bennett and Malcolm Gillies, have agreed to resign with effect from completion of the Offer or, if later, when admission of the Collagen

Shares to trading on AIM is cancelled. They will each receive remuneration in line with the termination provisions of their letters of appointment and, where applicable, consultancy agreements by way of compensation.

8.2 Save as set out in this paragraph 8:

- (a) no Collagen Director is entitled to commission or profit sharing arrangements;
- (b) other than statutory compensation and payment in lieu of notice, no compensation is payable by Collagen to any Collagen Director upon early termination of their appointment; and
- (c) no service agreement or letter of appointment of any Collagen Director was entered into or amended in the six month period prior to the date of this document.

9 Other information

- 9.1 Except as disclosed in this document, no agreement, arrangement or understanding (including any compensation arrangement) exists between RDI or any concert party of RDI and any of the directors, recent directors, shareholders or recent shareholders of Collagen or any person interested or recently interested in shares of Collagen having any connection with or dependence on the Offer.
- 9.2 Except as disclosed in this document, there is no agreement, arrangement or understanding by which any securities acquired in pursuance of the Offer will be transferred to any other person, although RDI reserves the right to transfer any such shares to any member of the Wider RDI Group.
- 9.3 RDI is not party to any agreement or arrangement which relates to the circumstances in which it may or may not invoke or seek to invoke a condition to the Offer.
- 9.4 Strand Hanson has given and not withdrawn its consent to the issue of this document with the inclusion of references to its name in the form and context in which it appears.
- 9.5 Goodbody has given and not withdrawn its consent to the issue of this document with the inclusion of references to its name in the form and context in which it appears.
- 9.6 England & Company has given and not withdrawn its consent to the issue of this document with the inclusion of references to its name in the form and context in which it appears.
- 9.7 Except as disclosed in this document, there has been no significant change in the financial or trading position of the Collagen Group since 31 March 2020 (the date up to which the latest preliminary unaudited consolidated financial statements of Collagen were published).

10 Fees and Expenses

- 10.1 The aggregate fees and expenses which are expected to be incurred by RDI in connection with the Offer are estimated to amount to approximately £925,000 (excluding applicable VAT, other taxes and disbursements). This aggregate number consists of the following categories (in each case excluding applicable VAT, other taxes and disbursements):
 - (a) Financing arrangements: Nil;
 - (b) Financial and corporate broking advice: £237,000;
 - (c) Accounting advice: £295,000;
 - (d) Legal advice: £300,000;
 - (e) Public relations advice: Nil;
 - (f) Other professional services: Nil; and
 - (g) Other costs and expenses: £93,000 (including Panel fee).
- 10.2 The aggregate fees and expenses which are expected to be incurred by Collagen in connection with the Offer are estimated to amount up to approximately £1,076,000 (excluding applicable VAT, other taxes and disbursements). This aggregate number consists of the following categories (in each case excluding applicable VAT, other taxes and disbursements):
 - (a) Financial and corporate broking advice: £741,000;

- (b) Accounting advice: £20,000
- (c) Legal advice: £270,000 - £300,000;
- (d) Public relations advice: Nil;
- (e) Other professional services: Nil; and
- (f) Other costs and expenses: £15,000.

11 Documents on display

Copies of the following documents will be made available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, free of charge, for inspection on Collagen's website at: <https://ir.collagensolutions.com/content/investors/takeover-documentation> while the Offer remains open for acceptance:

- (a) the memorandum and articles of association of Collagen;
- (b) the articles of incorporation of RDI;
- (c) the written consents of Strand Hanson, Goodbody and England & Company;
- (d) the irrevocable undertakings referred to in paragraph 5 above;
- (e) the Confidentiality Agreement referred to in paragraph 7 above;
- (f) this document;
- (g) the Announcement;
- (h) the Form of Acceptance; and
- (i) the published preliminary unaudited results of the Collagen Group for the year ended 31 March 2020 and the audited consolidated financial statements of the Collagen Group for the years ended 31 March 2019 and 31 March 2018.

Save as expressly referred to herein, neither the content of Collagen's website nor the content of any website accessible from hyperlinks on Collagen's website, is incorporated by reference into, nor forms part of this document.

14 September 2020

APPENDIX VI

DEFINITIONS

The following definitions apply throughout this document and the accompanying Form of Acceptance unless the context requires otherwise:

“Acceptance Condition”	the acceptance condition in paragraph 1(a) of Part A of Appendix I to this document;
“AIM”	AIM, a market operated by the London Stock Exchange;
“AIM Rules”	the AIM Rules for Companies published by the London Stock Exchange (as amended from time to time);
“Announcement”	the announcement of the Offer, including its appendices, made pursuant to Rule 2.7 of the Code dated 27 August 2020;
“APAC”	Asia-Pacific;
“Appendices”	the appendices to this document and “Appendix” shall be construed accordingly;
“Authorisations”	regulatory authorisations, grants, orders, recognitions, confirmations, arrangements, consents, licences, clearances, certificates, permissions, exemptions or approvals;
“Bloomberg”	Bloomberg L.P., a financial software services, news and data company;
“Board”	the board of directors of Collagen or RDI (as applicable) and the terms “Collagen Board” and “RDI Board” shall be construed accordingly;
“Bond Instrument”	the bond instrument issued by Collagen on 14 February 2017 constituting the Tranche A and Tranche B bonds, as amended on 20 December 2018 and 6 July 2020;
“Bond Subscription Agreement”	the subscription agreement entered into on 14 February 2017 between Collagen and Norgine Ventures, pursuant to which Norgine Ventures subscribed for up to £4 million of secured bonds in Collagen, comprising Tranche A and Tranche B (as constituted pursuant to the Bond Instrument), as amended on 20 December 2018 and 6 July 2020;
“Business Day”	a day (other than a Saturday, Sunday or UK public holiday) on which clearing banks in the City of London are open for the transaction of general commercial business;
“certificated” or “in certificated form”	the description of a share or other security which is not in uncertificated form (that is, not in CREST);
“Closing Price”	the closing middle market price of a Collagen Share on a particular trading day as derived from the AIM Appendix to the Daily Official List for that trading day;
“CMA”	the Competition and Markets Authority, a UK statutory body established under the Enterprise and Regulatory Reform Act 2013;

“CMA Phase 2 Reference”	a referral to the chair of the CMA for the constitution of a group under Schedule 4 to the Enterprise and Regulatory Reform Act 2013;
“Code”	the City Code on Takeovers and Mergers in the UK issued by the Panel;
“Collagen” or the “Company”	Collagen Solutions Plc, a public limited company incorporated in England and Wales with registered number 08446337 whose registered office is at Condor House, 10 St. Paul’s Churchyard, London, EC4M 8AL;
“Companies Act”	the Companies Act 2006 (as amended from time to time);
“Collagen Directors”	the board of directors of Collagen as at the date of this document;
“Collagen Group” or “Group”	Collagen and its subsidiary undertakings;
“Collagen Share Schemes”	the Collagen Solutions Plc 2014 Enterprise Management Incentive Scheme and the Collagen Solutions Plc Deferred Bonus Plan;
“Collagen Shareholders”	registered holders of Collagen Shares from time to time, other than RDI;
“Collagen Shares”	the ordinary shares of 1 penny each in the capital of the Company;
“Conditions”	the conditions to implementing the Offer as set out in Appendix I to this document;
“Confidentiality Agreement”	has the meaning given to it in paragraph 14 of Part II of this document;
“CREST”	the relevant system (as defined in the Regulations) in respect of which Euroclear is the operator (as defined in CREST);
“CREST Manual”	the CREST Manual referred to in agreements entered into by Euroclear and available at www.euroclear.com ;
“CREST member”	a person who is, in relation to CREST, a system member (as defined in the Regulations);
“CREST participant”	a person who is, in relation to CREST, a system participant (as defined in the Regulations);
“CREST payment”	has the meaning given in the CREST Manual;
“CREST sponsor”	a person who is, in relation to CREST, a sponsoring system participant (as defined by the Regulations);
“CREST sponsored member”	a CREST member admitted to CREST as a sponsored member under the sponsorship of a CREST sponsor;
“Daily Official List”	the Daily Official List published by the London Stock Exchange;
“Dealing Disclosure”	has the same meaning as in Rule 8 of the Code;
“Electronic Acceptance”	the inputting and settling of a TTE instruction which constitutes, or is deemed to constitute, an acceptance of the Offer on the terms set out in this document;
“EMEA”	Europe, Middle East and Africa;

“England & Company”	England & Company LLC, joint financial adviser to Collagen;
“ESA Instruction”	an Escrow Account Adjustment Input (AESN), transaction type ‘ESA’ (as described in the CREST Manual);
“Escrow Agent”	the Receiving Agent in its capacity as escrow agent (as described in the CREST Manual);
“Euroclear”	Euroclear United Kingdom & Ireland Limited, a company incorporated under the laws of England and Wales;
“Fairly Disclosed”	<p>either:</p> <p>(a) as publicly announced by or on behalf of Collagen through (i) a Regulatory Information Service on or before the date of the Announcement, (ii) the publication of such information on the main website maintained by Collagen before the date of the Announcement, (iii) filings made with the Registrar of Companies and appearing on Collagen’s or any member of the Wider Collagen Group’s file at Companies House within the two years ending on the date of the Announcement, (iv) the Announcement; or (v) in this document; or</p> <p>(b) as otherwise fairly disclosed before the date of the Announcement by any member of the Collagen Group or any of its professional advisers, including any of its legal advisers and any of its financial advisers, to a member of the RDI Group or any of its professional advisers, including to any of its legal advisers and any of its financial advisers, in writing, (including all matters fairly disclosed in the electronic data room created by or on behalf of Collagen and made available to RDI and its professional advisers prior to the date of the Announcement);</p>
“FCA Handbook”	the FCA’s Handbook of rules and guidance as amended from time to time;
“Financial Conduct Authority” or “FCA”	the Financial Conduct Authority in its capacity as the competent authority for the purposes of Part VI of FSMA, including its successor(s) from time to time;
“First Closing Date”	1.00 p.m. (London time) on 5 October 2020;
“Formal Sale Process”	the formal sale process (as set out in the Code) commenced by Collagen on 16 April 2020;
“Form of Acceptance”	the form of acceptance and authority relating to the Offer, which accompanies this document;
“FSMA”	the Financial Services and Markets Act 2000 (as amended from time to time);
“Goodbody”	Goodbody Stockbrokers UC, Rule 3 adviser and joint financial adviser to Collagen;
“HMRC”	HM Revenue and Customs;
“Independent Collagen Directors” or “Independent Directors”	the independent directors of Collagen able to recommend that Collagen Shareholders accept the Offer, being Chris Brinsmead, Jamal Rushdy, Hilary Spence, Geoffrey Bennett and Malcolm Gillies;

“IFRS”	International Financial Reporting Standards as adopted by the European Union;
“ISIN”	International Securities Identification Number;
“London Stock Exchange”	London Stock Exchange plc, a public company incorporated in England and Wales under number 02075721, together with any successors thereto;
“Norgine Ventures”	Norgine Ventures Fund I S.C.A. Sicar, a <i>société en commandite par actions</i> qualifying as <i>société d’investissement en capital à risque</i> , incorporated under the laws of Luxembourg, having its registered office at 15, Boulevard F.W Raiffeisen, L-2411, Luxembourg with registered number B205399;
“Norgine Warrants”	the warrants to purchase up to 2,325,764 Collagen Shares at a price of 5.911p per share granted to Norgine Ventures pursuant to a warrant instrument issued in 2017 (as subsequently adjusted under the terms of the instrument) in connection with the Bond Facility (as defined in paragraph 7.2(b)) of Appendix V of this document);
“Offer”	the recommended offer made by RDI in cash at the Offer Price for the entire issued and to be issued ordinary share capital of Collagen not already owned by RDI on the terms and conditions set out in this document (or, if RDI elects (subject to the consent of the Panel), in the document relating to the Scheme of Arrangement), including, where the context so requires, any subsequent revision, variation, extension or renewal of such offer;
“Offer Period”	the offer period (as defined by the Code) relating to Collagen, which commenced on 16 April 2020, being the date of the announcement of the Formal Sale Process, and ending on the latest of: (i) 1.00 p.m. (London time) on the First Closing Date; (ii) the time and date on which the Offer becomes or is declared unconditional as to acceptances; and (iii) the time and date on which the Offer lapses or (with the permission of the Panel) is withdrawn (or such other date as the Panel may decide);
“Offer Price”	6.5 pence per Collagen Share;
“Opening Position Disclosure”	has the same meaning as in Rule 8 of the Code;
“Overseas Shareholders”	Collagen Shareholders (or nominees of, or custodians or trustees for, Collagen Shareholders) not resident in, or nationals or citizens of, the United Kingdom;
“Panel”	the Panel on Takeovers and Mergers in the UK;
“Receiving Agent” or “Neville Registrars”	Neville Registrars Limited, Neville House, Steelpark Road, Halesowen, B62 8HD;
“RDI”	Rosen’s Diversified Inc., a Minnesota corporation with registered number W-1067 having its principal executive office at 8101 34th Avenue South, Suite 400, Bloomington, MN 55425, United States;
“RDI Directors”	the board of directors of RDI as at the date of this document;
“RDI Group”	RDI and its subsidiary undertakings;

“Registrar of Companies”	the Registrar of Companies in England and Wales within the meaning of the Companies Act 2006;
“Regulations”	the Uncertificated Securities Regulations 2001 (SI 2001/3755), as amended, including (i) any enactment or subordinate legislation which amends or supersedes those regulations, and (ii) any applicable rules made under those regulations or any such enactment or subordinate legislation for the time being in force;
“Regulatory Information Service”	a primary information provider which has been approved by the FCA to disseminate regulated information and is included in the list maintained on the London Stock Exchange’s website;
“Relevant Authority”	any central bank, government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, administrative, fiscal or investigative body, court, agency (including any trade agency), association or institution, any environmental body, employee representative body or any other applicable body whatsoever in any jurisdiction;
“Restricted Jurisdiction”	Australia, Canada, Japan, South Africa, the United States or any other jurisdiction where making the Offer or making information concerning the Offer available may: (i) constitute a violation of the relevant laws or regulations of such jurisdiction, or (ii) result in the requirement to comply with any governmental or other consents or any registration, filing or other formality which RDI and Collagen regard as unduly onerous;
“Rule”	a rule of the Code;
“Scheme Meetings”	the court meeting and, if applicable, the general meeting convened in connection with a Scheme of Arrangement if RDI elects (subject to the consent of the Panel) to implement the Offer by means of Scheme of Arrangement;
“Scheme of Arrangement”	a statutory arrangement effected in accordance with Part 26 of the Companies Act 2006;
“SLS”	Scientific Life Solutions, LLC, a subsidiary of RDI, a Delaware limited liability company having its principal place of business at 8101 34th Avenue South, Suite 400, Bloomington, Minnesota 55425, United States;
“Strand Hanson”	Strand Hanson Limited, the financial adviser to RDI;
“Strategic Investment”	has the meaning given to it in paragraph 4 of Part II of this document;
“Supply Agreement”	the supply agreement entered into between SLS and Collagen Solutions NZ Limited, a wholly owned subsidiary of Collagen, dated 20 May 2019;
“TFE instruction”	a transfer from escrow instruction through CREST (as described in the CREST Manual);
“TTE instruction”	a transfer to escrow instruction through CREST (as described in the CREST Manual);
“Tranche A”	the bonds designated “Class A Bonds” and subscribed for pursuant to the Bond Subscription Agreement comprising £2.0 million in senior secured bonds, attracting interest at 10 per cent. per annum;

“Tranche B”	the bonds designated “Class B Bonds” and subscribed for pursuant to the Bond Subscription Agreement comprising £1.0 million in senior secured bonds, attracting interest at 10.1 per cent. per annum;
“uncertificated” or “in uncertificated form”	a share or other security recorded on the relevant register as being held in uncertificated form in CREST and title to which by virtue of the Regulations, may be transferred by means of CREST;
“United Kingdom” or “UK”	the United Kingdom of Great Britain and Northern Ireland;
“United States” or “US”	the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia and all areas subject to its jurisdiction or any political sub-division thereof;
“US\$”	US dollars, the currency of the United States;
“VAT”	value added tax;
“Wider Collagen Group”	the Collagen Group, its subsidiaries, subsidiary undertakings and associated undertakings and any other body corporate, partnership, joint venture or person in which members of the Collagen Group (aggregating their interests) have a direct or indirect interest of not less than 20 per cent. of the total voting rights or equity share capital or the equivalent; and
“Wider RDI Group”	the RDI Group, its subsidiaries, subsidiary undertakings and associated undertakings and any other body corporate, partnership, joint venture or person in which members of the RDI Group (aggregating their interests) have a direct or indirect interest of not less than 20 per cent. of the voting or equity capital or the equivalent.

For the purposes of this document, “**subsidiary**”, “**subsidiary undertaking**”, “**parent undertaking**”, “**undertaking**” and “**associated undertaking**” have the respective meanings given thereto by the Companies Act.

All references to “**GBP**”, “**pounds**”, “**pounds Sterling**”, “**Sterling**”, “**£**”, “**pence**”, “**penny**” and “**p**” are to the lawful currency of the United Kingdom.

All times referred to in this document are London times unless otherwise stated.

In this document, references to the singular include the plural and *vice versa*, unless the context otherwise requires and words importing the masculine gender shall include the feminine or neutral gender.

All references to legislation in this document are to English legislation unless the contrary is stated.

Any references to any provision of any legislation shall include any amendment, modification, re-enactment or extension thereof.

