

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PUBLIC LIMITED COMPANY**

Company No. 6363107

The Registrar of Companies for England and Wales hereby certifies that
ORTOLAN GROUP PLC

is this day incorporated under the Companies Act 1985 as a public
company and that the company is limited.

Given at Companies House, Cardiff, the 6th September 2007



N06363107D



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —



12

Please complete in typescript,
or in bold black capitals

CHWP000

Declaration on application for registration

Company Name in full

Ortolan Group plc

I, Nicholas John Benson

of Thwaite Moss, Tatham, Lancs LA2 8PR

† Please delete as appropriate

do solemnly and sincerely declare that I am a ~~† Solicitor engaged in the formation of the company~~ person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985 and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835

Declarant's signature

Declared at

BENTHAM

Day Month Year

On

05 09 2007

• Please print name

before me •

SIMON JOHN NOBLE

Signed

Date

05/09/2007

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public

OGLETHORPE, STURTON & GILLIBRAND

Solicitors

Station Road, Bentham

Lancaster LA2 7EH

DX number Telephone (01524) 261212

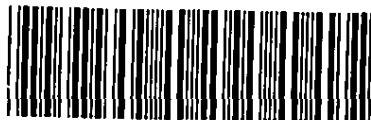
When you have completed and signed the form please send it to the Registrar of Companies at

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2

THURSDAY



A14 *AOYJTSQQ* 717
06/09/2007
COMPANIES HOUSE

Form revised 10/03



10

Please complete in typescript,
or in bold black capitals
CHWP000

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

Company Name in full

Proposed Registered Office

(PO Box numbers only, are not acceptable)

Post town

County / Region

Postcode

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address

☐

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

You do not have to give any contact
information in the box opposite but if
you do, it will help Companies House
to contact you if there is a query on
the form. The contact information
that you give will be visible to
searchers of the public record

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THURSDAY



A14

06/09/2007

714

COMPANIES HOUSE

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Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
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DX 235 Edinburgh
or LP - 4 Edinburgh 2

Company Secretary (see notes 1-5)

Company name

NAME *Style / Title *Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address In the case of a corporation or Scottish firm, give the registered or principal office address

Address †† ☐

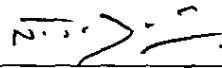
Post town

County / Region

Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature 

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title *Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address In the case of a corporation or Scottish firm, give the registered or principal office address

Address †† ☐

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature 

Date

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title	Miss		*Honours etc						
* Voluntary details	Forename(s)	Maureen Bernadette								
	Surname	Marguerie								
	Previous forename(s)									
	Previous surname(s)									
†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address	Address ††	85 Chestnut Drive South								
	Post town	Pennington								
	County / Region	Lancs	Postcode	WN7 3JX						
	Country	United Kingdom								
	Date of birth	Day	Month	Year	Nationality					
		1	1	0	4	1	9	6	7	British
	Business occupation	Recruiter								
	Other directorships	Guangzhou Ltd								
	I consent to act as director of the company named on page 1									
	Consent signature	<i>M Marguerie</i>		Date	05 09 2007.					

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).

Signed	<i>N. J. J.</i>	Date	05.09.07
Signed	<i>M Marguerie</i>	Date	05-09-2007.
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	

**Other Directorships Last Five Years - Nicholas John
Benson**

Andalucian Realty Limited	3009948
Broome Park Estates Limited	2767565
Canaryroute Limited	3102256
Flanesford Priory Limited	2907496
Grand Vacation Company (Europe)Limited	1459770
Grand Vacation Title Limited	SC170554
Grand Vacation Travel Limited	2164509
L S Financial Services Limited	1934359
LS International Resort Management Limited	3008543
L S Interval Ownership Limited	1943415
LSI Developers Limited	3470939
LSI Properties Limited	3470983
LSI (Wychnor Park) Limited	2925644
Pine Lake Management Services Limited	2103901
Pine Lake Plc	1620620
Sunterra Europe (Holdings) Limited	5071128
Vacation Club Partnerships Limited	3186775
Vacation Research Limited	4098458
Sunterra Europe (Group Holdings) plc	2827298
Sunterra Europe Limited	2353649
Kenmore Club Limited	SC147775
Sunterra Travel Limited	2795926

102674/50

Public Company Limited By Shares

Memorandum of Association of Ortolan Group plc

Company No

THURSDAY



A14 *AOYJUSQR* 06/09/2007 716
COMPANIES HOUSE

- 1 The Company's name is "**Ortolan Group plc**"
- 2 The Company is to be a public limited company
- 3 The Company's registered office is to be situate in England and Wales
- 4 The Company's objects are
 - 4 1 To carry on any business of
 - (a) a general commercial **company**,
 - (b) selling, hiring or otherwise supplying any **equipment**, products or services,
 - (c) a **holding company** and to co-ordinate all or any part of the businesses and operations of any and all **companies**, firms and businesses controlled directly or indirectly by **ORTOLAN** or in which **ORTOLAN** is interested, whether as a shareholder or not and whether directly or indirectly, and to **acquire** and hold, either in the name of **ORTOLAN** or in that of any nominee or trustee, **securities issued** or guaranteed by any **company** and to co-ordinate the policy, management and administration of any **companies** in which **ORTOLAN** is a member or participant or which are controlled by or associated with **ORTOLAN** in any way,
 - (d) an investment **holding company** and to **acquire** and hold by way of investment **securities** of all kinds created, issued or guaranteed by any **company**, association or partnership, whether with limited or unlimited liability, constituted or carrying on business in any part of the world, or by any individual **person**, or by any government, sovereign, ruler, commissioners, public body or authority, supreme, municipal, local or otherwise,
 - (e) establishing, maintaining or operating research facilities and establishments of any kind, inventing, carrying out or promoting research and development for **ORTOLAN** or any other **person** and exploiting the results of that research and development,
 - (f) engineers, bankers, financiers, factors, underwriters and dealers in **securities**, insurers, insurance brokers and agents, insurance underwriters, freight contractors, carriers by land, water and air of freight and passengers, forwarding agents, shipping agents, travel agents, employment agents, property developers, estate agents, surveyors, architects, builders, wharfingers, warehousemen, garage proprietors, motor mechanics, storage contractors, electricity supply undertakers, general traders, licensed sellers, restaurateurs, food processors, manufacturers and distributors of things of all kinds, club, hotel and inn proprietors, producers of exhibitions and displays, entertainers, impresarios, photographers, cartographers, couriers, and retailers, wholesalers and mail order operators,
 - (g) inquiry and detective agencies, investigating or detecting crimes committed against any **person** or carrying out prosecutions of criminal offences in **ORTOLAN's** name or on behalf of any other **person**
 - 4 2 To carry on any other trade or business which may seem to **ORTOLAN** and its directors to be advantageous and to directly or indirectly enhance all or any of the business of **ORTOLAN**

4 3 To **acquire**, dispose of, design, display, develop, produce, distribute, broadcast, transmit, reproduce in any form, supply or otherwise deal with written or visual materials, stationery, publicity and promotional material, writing materials and documents of any kind

4 4 To **acquire** any interests in or rights relating to **property**

4 5 To dispose of, grant rights over, develop or exploit

(a) all or any part of **property** in which **ORTOLAN** has any interest or which might benefit **ORTOLAN** or which can be conveniently or advantageously developed or exploited with **property** in which **ORTOLAN** has an interest, or

(b) mines, mineral rights and natural resources of any kind

4 6 To apply for or **acquire** any

(a) patents, patent rights, inventions, secret processes, designs, copyrights, trade marks, service marks, commercial names or designations, formulae, licences, concessions or similar things (or any interest in any of these things), or

(b) right to use or information regarding any invention or secret process, and to develop, use, exercise, grant licences in respect of or otherwise deal with the **property**, rights and information **acquired**

4 7 To provide

(a) services in connection with the processing, ordering, paying for, dispatching or delivering in any way of products and services of any kind,

(b) advisory, consultancy, management, recruitment and training services in connection with anything that **ORTOLAN** does or has power to do or in which **ORTOLAN** has expertise, or

(c) educational and training courses and material which **ORTOLAN** considers is connected with or of benefit to its businesses or activities or which uses its systems or services

4 8 To

(a) carry on any business of advertising, public relations and publicity agents and consultants,

(b) **acquire**, dispose of or use advertising time and space in any media,

(c) develop or produce advertising, publicity and promotional campaigns and competitions for any **person**, or

(d) promote or sponsor any **person** or thing which in **ORTOLAN's** opinion will advance or promote any of its businesses or activities

4 9 To act as business and office managers, secretaries, messengers, telephone operators, commercial agents, mail order bureaux and market researchers

4 10 To represent any **person** at meetings of organisations and bodies dealing with activities connected with any of **ORTOLAN's** businesses or to provide services of any kind to these organisations and bodies

4 11 To negotiate and enter into agreements and standards relating to anything of concern or interest to **ORTOLAN** or any **person** represented by or dealing with **ORTOLAN**

4 12 To carry on any other business and do any other thing which **ORTOLAN** considers can be conveniently or advantageously carried on or done in connection with any of **ORTOLAN's** businesses or might increase the value or profitability of or exploit any of **ORTOLAN's** assets or use its expertise

4 13 To borrow or raise money or secure or discharge any debt or obligation of **ORTOLAN** or any other **person** in any way and on any terms **ORTOLAN** thinks fit or to receive money on deposit or advance payments with or without interest

4 14 To guarantee, indemnify, support or secure in any way the payment of any money or the discharge or performance of any obligation by any **person** whether or not any consideration or advantage is received by **ORTOLAN**

4 15 To indemnify or exempt any **person** against or from any liability to the extent permitted by law

4 16 To advance, lend or deposit money or give credit or financial assistance to any **person** on any terms **ORTOLAN** thinks fit

4 17 To **acquire**, dispose of, hold, charge, underwrite or otherwise deal with any obligations, **securities** or other investments of any kind and any options or rights in relation to those things

4 18 To **acquire**, dispose of, deal or invest in foreign currencies and exchange and to enter into derivative transactions and other financial instruments of any kind for trading, investment or any other purpose

4 19 To sign, draw, accept, endorse, make effective in any way, **acquire**, dispose of, discount, negotiate, issue or otherwise deal with cheques, promissory notes, drafts, bills of exchange and other instruments (whether negotiable or transferable or not)

4 20 To accept any **securities** or **property** or any interest in **property** in full or part payment for any services provided to, sale or supply made to, or debt owed by, any **person**

4 21 To insure

(a) against any potential liability or loss of **ORTOLAN** or any other **person**,

(b) any asset, interest, matter or **property**, or

(c) the life or health of any **person**

4 22 To apply for, **acquire**, exercise, carry out, use or pay or otherwise contribute to carrying into effect any licence, right, privilege or power which any **person** has the power to grant

4 23 To apply for, obtain or promote any authorisation or enactment which appears to be intended to benefit **ORTOLAN** and to oppose any bills, proceedings or applications which appear to be intended or likely to prejudice the interests of **ORTOLAN** or any **person** dealing with **ORTOLAN**

4 24 To dispose of or transfer the business, **property** and undertaking of **ORTOLAN** and all or any part of any asset of **ORTOLAN** for any consideration **ORTOLAN** thinks fit

4 25 To dispose of any debts due or to become due to **ORTOLAN** to any **person** for collection, to act as agents for those **people** in the collection of the debts disposed of and to enter into any obligation or recourse in connection with the disposal

4 26 To **acquire**, establish, subscribe to or promote any **person** or body of **people**

4 27 To **acquire** all or any part of the business, **property** and liabilities of any **person** carrying on a business, including one

(a) which **ORTOLAN** considers can be conveniently or advantageously carried on by **ORTOLAN**, or

(b) with interests in assets the **acquisition** of which **ORTOLAN** considers likely to be in its interests,

and to carry on, expand or wind up any of those businesses

4 28 To enter into and carry out any arrangement for

(a) partnership or joint working in business,

(b) sharing of profits, or

(c) amalgamation,

with any other **person**

4 29 To establish, regulate or discontinue agencies and local boards in any part of the world

4 30 To arrange the incorporation, registration or recognition of **ORTOLAN** under the laws of any place outside England

4 31 To

(a) **acquire**, establish, maintain or contribute to any pension, superannuation, retirement, redundancy, injury, death benefit or insurance funds, trusts, schemes or policies for the benefit of,

(b) give or arrange the giving of pensions, annuities, allowances, gratuities, donations, emoluments, benefits of any kind, incentives, bonuses and assistance in any way and on any terms **ORTOLAN** thinks fit to, or

(c) **acquire** or maintain insurance for or for the benefit of,

any **person**

- who is or was at any time an employee of, director or officer of (or held a similar office in), consultant or adviser to, or agent for, **ORTOLAN**, its **holding company** or any **subsidiary** of **ORTOLAN** or its **holding company**,

- whose service has been of benefit to **ORTOLAN** or who **ORTOLAN** considers has a claim of any kind on **ORTOLAN** and the spouses, widows, widowers, families and dependants of those **people**,

- to whose business **ORTOLAN** or any of its **subsidiaries** is, in whole or in part, a successor, or

- who is otherwise associated with **ORTOLAN**

4 32 To establish, provide, manage, maintain or provide financial assistance to welfare, sports and social facilities, associations, clubs, funds and institutions which **ORTOLAN** considers likely to benefit or advance the interests of any **person** whose service has been of benefit to **ORTOLAN** or who **ORTOLAN** considers has a claim of any kind on **ORTOLAN** and the spouses, widows, widowers, families and dependants of those **people**

4 33 To manage, maintain, support or provide financial assistance to any facility, association, club, fund or institution which has been established, provided for, managed, maintained, supported or subscribed to by any **person** to whose business **ORTOLAN** or any of its **subsidiaries** is, in whole or in part, a successor

4 34 To establish, contribute to, maintain, advise or assist schemes for the **acquisition** of shares in **ORTOLAN** or its **holding company** to be held by or for the benefit of employees, former employees and directors of **ORTOLAN** or its **holding company** or any **subsidiary** of **ORTOLAN** or its **holding company**

4 35 To lend money to employees, former employees and directors of **ORTOLAN** or its **holding company** or any **subsidiary** of **ORTOLAN** or its **holding company** to enable them to **acquire** shares in **ORTOLAN** or its **holding company** or to establish, implement or assist in any way the administration and running of any schemes for sharing profits of **ORTOLAN** or its **holding company** with any of those **people**

4 36 To subscribe, contribute to or promote any charitable, benevolent or useful object of a public nature or any object which **ORTOLAN** considers likely to further the interests of **ORTOLAN**, its employees or its shareholders

4 37 To do anything authorised in this Memorandum in any part of the world either alone or together with, or as factors, contractors, trustees, principals or agents for, any other **person**, or by or through factors, contractors, trustees or agents

4 38 To act as director of, or secretary, manager, registrar or transfer agent for, or adviser or consultant to, any **person**

4 39 To act as trustees of any kind or carry out any trust

4 40 To pay any expenses, costs, disbursements or commissions or remunerate any **person** for services provided or to be provided in connection with the underwriting, placing or issue of any **securities of ORTOLAN** or any other **person**

4 41 To issue, allot or grant options over **securities of ORTOLAN**

(a) for cash,

(b) in full or part payment for any **property** or rights in **property acquired by ORTOLAN** or any services provided to, at the request of, or for the benefit of, **ORTOLAN**,

(c) as security or indemnity for, or in full or part satisfaction of, any liability or obligation assumed or agreed to be assumed by or for the benefit of **ORTOLAN**, or

(d) for any other purpose

4 42 To invest any money or use any **property** or assets of **ORTOLAN** not immediately required in any way **ORTOLAN** decides

4 43 To distribute (in kind or otherwise) by way of dividend, bonus or reduction of capital all or any part of the **property** and assets of **ORTOLAN** to its shareholders

4 44 Generally to do any other things which **ORTOLAN** considers are or may be incidental or conducive to the achievement of any of the objects in this Memorandum

4 45 The following interpretation rules apply to Clause 4

(a) the objects of **ORTOLAN** set out in Clauses 4 1 to 4 45 are not to be interpreted narrowly The widest interpretation possible is to be given to them Unless the context expressly requires it, Clauses 4 1 to 4 45 will be separate and distinct objects of **ORTOLAN** and will not be in any way limited to or restricted by

- any other object set out in any Clause,
- the order in which the objects occur,
- the terms of any other Clause, or
- **ORTOLAN's** name,

and no object shall be subsidiary or incidental to any other object,

(b) any examples do not restrict the width or meaning of the object or objects which they relate to,

(c) references to "and" and "or" mean "and/or" where the context allows,

(d) "**acquire**" means to acquire in any way, including purchasing, taking on lease or in exchange, hiring, subscribing for or otherwise acquiring and for any kind of estate or interest The acquiring can be by contract, tender, underwriting or in any other way and on any terms and it can be direct or indirect,

(e) "**ORTOLAN**" means Ortolan Group plc,

(f) "**company**" includes any company or corporate body established anywhere in the world,

(g) "**construct**" includes manufacture, erect, assemble and install,

(h) "**equipment**" includes plant and apparatus,

(i) "**holding company**" and "**subsidiary**" have the same meaning as in the Companies Act 1985 (as amended) However, "**holding company**" also includes any other parent undertaking and "**subsidiary**" also includes any other subsidiary undertaking, as defined in that Act,

(j) "**person**" and "**people**" include any individual, trustee, **company**, corporate body, partnership, firm, government, authority, agency, body or society (in any case whether incorporated or not),

(k) "**property**" includes real and personal property of any kind and any interest in or right to any such property,

(l) "**repair**" includes renovate, refurbish and recondition,

(m) "**securities**" includes any shares, stocks, debentures, debenture stock, loan stock, bonds, bills, notes, warrants or rights to subscribe or convert. These can be either fully or partly paid,

5 The liability of the members is limited

6 The share capital of the Company is £50,000 divided into 5,000,000 shares of £0.01 each

We, the Subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum, and we agree to take the shares shown opposite our names

Name and Address of Subscriber	Number of Shares taken
Maureen Marguerie 85 Chestnut Drive South Pennington WN7 3JX <i>Maureen Marguerie</i>	4,999,998
Nicholas Benson Thwaite Moss Tatham LA2 8PR <i>Nicholas Benson</i>	2
Total Shares taken	5,000,000

Dated 5th September 2007

Witness to the above Signatures

R Benson
Rebecca Evelyn Benson
Thwaite Moss
White Pitts Lane
Tatham
Lancs
LA2 8PR

Student

Articles of Association of Ortolan Group plc

Company No

Preliminary Article

1 Standard regulations do not apply

Any regulations made under the **legislation** containing standard articles of association do not apply to **ORTOLAN**

General Meetings

2 Annual General Meetings

Every **year** **ORTOLAN** must hold an Annual **General Meeting**, in addition to any other **General Meetings** which are held in the **year**. The notice calling the meeting must say that the meeting is the Annual **General Meeting**. There must not be a gap of more than 15 **months** between one Annual **General Meeting** and the next. The **Board** will decide when and where to hold the Annual **General Meeting**.

3 Extraordinary General Meetings

If a **General Meeting** is not an Annual **General Meeting**, it is called an Extraordinary **General Meeting**. The **Board** can decide to call an Extraordinary **General Meeting** at any time.

Notice of General Meetings

4 Notice of meetings

4.1 At least 21 **clear days' written** notice must be given for every Annual **General Meeting** and for any other meeting where it is proposed to pass a special resolution or to pass some other resolution of which special notice under the **Companies Act** has been given to **ORTOLAN**. For every other **General Meeting**, at least 14 **clear days' written** notice must be given.

4.2 A notice of meeting must state

- where the meeting is to be held,
- the date and time of the meeting,
- the general nature of any **special business** to be dealt with at the meeting,
- whether a resolution will be proposed as a special resolution or an extraordinary resolution, and
- that a **shareholder** who can attend and vote can appoint one or more proxies (who need not be **shareholders**) to attend and vote for them.

4.3 Notices of meetings must be given to the **shareholders**, unless the **Articles** or the **rights** of the shares say they are not entitled to receive them from **ORTOLAN**. However, the **Board** can decide that only **people** who are entered on the **Register** at the close of business on a particular day are entitled to receive the notice. The **Board** can choose that day so long as it falls not more than 21 days before the notice is sent. Notice must also be given to the **Auditor** and the **Board**.

4.4 The **Board** can specify in the notice of meeting a time by which a **person** must be entered on the **Register** in order to have the right to attend or vote at the meeting. The time specified must not be more than 48 hours before the time fixed for the meeting.

4.5 If **ORTOLAN** cannot call a **General Meeting** by sending notices by post or **electronic mail**, because the post or **electronic mail** system in the **United Kingdom** is generally suspended or

restricted, the **Board** can give notice of the meeting to **shareholders** affected by the suspension or restriction by advertisement in at least two **United Kingdom** national newspapers. Notice given in this way will be treated as being given to affected **shareholders** who are entitled to receive it at midday on the day when the last advertisement appears in the newspapers. If it becomes generally possible to use the post or **electronic mail** system again more than 14 days before the meeting, **ORTOLAN** must send confirmation of the notice by post or **electronic mail**.

5 Moving or postponing meetings at short notice

If the **Board** consider that it is impractical, or undesirable, to hold a **General Meeting** on the date or at the time or place stated in the notice of meeting, they can change the place of, or postpone, the meeting, or do both of these things. If the **Board** do this, and if it is practical, **ORTOLAN** will announce the date, time and place of the rearranged meeting by advertisement in at least two **United Kingdom** national newspapers. Notice of the business of the meeting does not need to be given again. The **Board** must take reasonable steps to ensure that a **shareholder** trying to attend the meeting at the original date, time and place is informed of the new arrangements. If a meeting is rearranged in this way, proxy appointments can be made, in the way required by Articles 24 and 25, until 48 hours before the rearranged meeting. The **Board** can also change the place of, or postpone, the rearranged meeting, or do both, under this Article.

Proceedings at General Meetings

6 Chairman of meetings

6.1 The chairman of the **Board** will be the chairman at every **General Meeting**. If **ORTOLAN** does not have a chairman, or if the chairman is not present, willing and able to chair the meeting, the deputy chairman will chair the meeting.

6.2 If **ORTOLAN** does not have a chairman or a deputy chairman, or if neither the chairman nor the deputy chairman is present, willing and able to chair the meeting, after waiting 15 minutes from the time that the meeting is due to start, the directors who are present will choose one of the directors to act as chairman. If there is only one director present, that director, if willing, will be chairman. If no director is present and willing, the **Secretary**, if present and willing, will be chairman.

6.3 If there is no director or **Secretary** present, willing and able to chair the meeting, after waiting 15 minutes from the time that the meeting is due to start, the **shareholders** and proxies who are present and entitled to vote will choose a **shareholder** or proxy to act as chairman.

6.4 Nothing in the **Articles** is intended to restrict or exclude any of the powers or rights of a chairman of a meeting which are given by law.

6.5 The decision of the chairman on points of order, matters of procedure or arising incidentally out of the business of a **General Meeting** is conclusive, as is the chairman's decision, acting in good faith, on whether a point or matter is of this nature.

7 Security and other arrangements at meetings

7.1 The chairman of a meeting or the **Secretary** can take any action they consider appropriate

- for proper and orderly conduct at a **General Meeting**, or
- so that the meeting reflects the wishes of the majority.

7.2 The **Board** can ask **shareholders** or proxies wanting to attend a **General Meeting** to submit to searches or other security arrangements which the **Board** think are appropriate. The **Board** can, in their discretion, refuse entry to, or remove from, a **General Meeting** a **shareholder** or proxy who does not submit to those searches or comply with those security arrangements.

8 Meeting in different places

8.1 Subject to the **legislation** and the rest of the **Articles**, every **shareholder** can attend a **General Meeting** in person or by proxy. Where the **General Meeting** is to be held at more than

one place, a **shareholder** or proxy prevented from attending at one place can attend and participate at another place

8 2 The **Board** can make arrangements that they, in their discretion, think appropriate to

- regulate the number of **people** attending at a place where a **General Meeting** (or adjournment) is to be held,
- ensure the safety of **people** attending at that place, or
- enable attendance at that meeting (or adjournment),

and can change those arrangements at any time. The arrangements can include (without limitation) the issue of tickets or the use of a random method of selection.

8 3 In the case of a **General Meeting** to which these arrangements apply, the **Board** can, when specifying the place of the meeting

- direct that the meeting will be held at a place identified in the notice at which the chairman of the meeting will attend (the '**Main Meeting Place**'), and
- make arrangements for simultaneous attendance and participation at other places (whether by electronic means or using electronic communication or otherwise) by **shareholders** and proxies entitled to attend the meeting but excluded from it under this Article or who want to attend at one of the other places.

The notice of meeting does not have to give details of any arrangements under this Article.

8 4 Subject to Article 8 1, arrangements for simultaneous attendance can include arrangements for regulating the number of **people** attending at any other places.

8 5 In the **Articles** (unless the context requires otherwise) the **shareholders** will be treated as meeting in the **Main Meeting Place**.

8 6 The **Board's** powers and discretions under this Article are delegated to the chairman at a **General Meeting**.

9 Quorum

9 1 Before a **General Meeting** starts any business, there must be a quorum present. If not, the meeting cannot carry out any business but can choose a **person** to chair the meeting. The quorum is two **people** who are entitled to vote. They can be **shareholders** or proxies or a combination of both.

9 2 This Article applies if a quorum is not present within 20 minutes after the time fixed for a **General Meeting** to start or within any longer period which the chairman decides. If the meeting was called by **shareholders**, it is cancelled. Any other meeting is adjourned to any date, time and place stated in the notice of meeting. If the notice does not provide for this, the meeting is adjourned to a date, time and place decided by the chairman.

10 Adjourning meetings

10 1 The chairman of a meeting can adjourn the meeting, before or after it has started, if the chairman considers that

- there is not enough room for the number of **shareholders** and proxies who want to attend the meeting,
- the behaviour of anyone present prevents, or is likely to prevent, the business of the meeting being carried out in an orderly way, or
- an adjournment is necessary for any other reason, so that the business of the meeting can be properly carried out.

The chairman can adjourn the meeting for any of these reasons to a date, time and place which the chairman decides, or indefinitely. The chairman does not need the consent of the meeting to do this.

10.2 The chairman of a meeting can adjourn a meeting which has a quorum present if the meeting agrees. The chairman must adjourn the meeting if the meeting directs this. The adjournment can be to a date, time and place which the chairman decides, or indefinitely.

10.3 If a meeting is adjourned indefinitely, the **Board** will decide the date, time and place of the adjourned meeting. Meetings can be adjourned more than once.

10.4 If a meeting is adjourned for 60 days or more, at least seven days' notice must be given for the adjourned meeting in the same way as was required for the original meeting, including notice of the business to be considered there. If a meeting is adjourned for more than 30 but less than 60 days, notice of the date, time and place of the adjourned meeting must be given by advertisement in at least two **United Kingdom** national newspapers. There is no need to give notice of the business to be considered there. If a meeting is adjourned for 30 days or less, there is no need to give notice of the adjourned meeting, or of the business to be considered there.

10.5 A reconvened meeting can only deal with business that could have been dealt with at the meeting which was adjourned.

11 Amending resolutions

11.1 The chairman can propose amendments to an ordinary, special or extraordinary resolution if they are amendments to correct an obvious error in the resolution.

11.2 No other amendments can be proposed to a special or extraordinary resolution.

11.3 Amendments to an ordinary resolution which are within the scope of the resolution can be proposed if **written** notice of the proposed amendment is delivered to the **Registered Office** addressed to the **Secretary** at least three **clear business days** before the day fixed for the meeting or adjourned meeting.

11.4 If the chairman, acting in good faith, rules an amendment out of order, an error in that ruling will not affect the validity of a vote on the original resolution.

Voting at General Meetings

12 How votes are taken

12.1 If a resolution is put to the vote at a **General Meeting**, it will be decided by a show of hands, unless a poll is demanded as soon as, or before, the result of the show of hands is declared by the chairman. A poll can be demanded by

- the chairman of the meeting,
- at least five **shareholders** at the meeting who are entitled to vote (or their proxies), or
- one or more **shareholders** at the meeting who are entitled to vote (or their proxies) and who have, between them, at least 10 per cent of the total votes of all **shareholders** who have the right to vote at the meeting.

The chairman of the meeting can also demand a poll before a resolution is put to the vote on a show of hands.

12.2 A demand for a poll can be withdrawn if the chairman agrees to this. If a poll is demanded, and this demand is then withdrawn, a declaration by the chairman of the result of a vote by a show of hands on that resolution, which was made before the poll was demanded, will stand.

13 How polls are taken

13.1 The chairman of the meeting can decide where, when and how a poll will be taken. The result will be treated as the decision of the meeting where the poll was demanded, even if the poll is taken after the meeting.

13.2 The chairman can

- decide that a ballot, electronic voting, voting papers or tickets will be used,
- appoint one or more scrutineers (who need not be **shareholders**),
- adjourn the meeting to a date, time and place which the chairman decides for the result of the poll to be declared, or
- declare the result of the poll or decide how it should be declared

13.3 A **shareholder** can vote either in person or by proxy on a poll. If a **shareholder** votes on a poll, they do not have to use all of their votes or cast all their votes in the same way

14 Timing of polls

A poll can be taken either at the meeting or within three **months**. No notice is required for a poll

15 Meetings continue after poll demanded

A demand for a poll on a particular matter does not stop a meeting from continuing and dealing with other matters. But once all these matters have been dealt with, the meeting is treated as having ended immediately after the poll has been taken, even though the result of the poll is to be worked out and announced later

16 Chairman's casting vote

If the votes cast are equal, either on a show of hands or on a poll, the chairman of the meeting has a further, casting vote. This is in addition to any other votes which the chairman has as a **shareholder** or proxy

17 Effect of declaration by chairman

The following applies when there is a vote on a show of hands and no poll is demanded or a demand for a poll is withdrawn. Any of the following declarations about a resolution by the chairman of the meeting which is entered in the minute book is conclusive proof that it has been

- carried,
- carried by a particular majority, or
- lost

There is no need to prove the number or proportion of votes recorded for or against a resolution

18 Written Resolutions

Subject to the **legislation**, a **written** resolution which is signed by or on behalf of all the **shareholders** who would be entitled to receive notice of and vote on the resolution at a **General Meeting** is just as valid and effective as a resolution passed by those **shareholders** at a **General Meeting** which is properly called and held. The resolution can be passed using several copies of a document, if each copy is signed by or on behalf of one or more **shareholders**. These copies can be made using electronic communications. No signature is necessary if electronic communications are used, subject to any terms and conditions the **Board** decide

Shareholders' Voting Rights

19 Votes of shareholders

Where there is a vote on a show of hands, a **shareholder** present at a meeting in person or by proxy has one vote. Where there is a poll, a **shareholder** present in person or by proxy has one vote for every share which they hold or represent. This is subject to any special **rights** or restrictions which are given to a class of shares and to the **Articles**

20 Failure to comply with notice under section 212 of the Companies Act

20 1 This Article applies if a **shareholder**, or a **person** appearing to be interested in shares held by that **shareholder**, has

- been sent a notice under section 212 of the **Companies Act** requiring information about interests in shares, and
- failed to supply to **ORTOLAN** the required information within 14 days after delivery of that notice

Then, unless the **Board** decide otherwise, the **shareholder** is not entitled to

- attend or vote either in person or by proxy at a **shareholders' meeting**, or
- exercise any other right in relation to **shareholders' meetings** as holder of any shares in **ORTOLAN**

These restrictions end seven days after the earlier of the date on which

- the **shareholder** complies with the notice to **ORTOLAN's** satisfaction, and
- **ORTOLAN** receives **written** notice that there has been an **approved transfer** of the shares

20 2 A **person** who obtains shares subject to restrictions under Article 20 1 is subject to the same restrictions, unless the transfer was

- an **approved transfer**, or
- made by a **shareholder** who was not in default in supplying the information required by the notice under Article 20 1

20 3 In this Article a **person** is treated as appearing to be interested in any shares if the **shareholder** holding those shares has been sent a notice under section 212 of the **Companies Act** and

- the **shareholder** has named that **person** as being so interested, or
- (after taking into account the response of the **shareholder** to the notice and any other relevant information) the **Board** knows or reasonably believes that the **person** in question is or may be interested in the shares

20 4 In this Article a transfer of shares is an **approved transfer** if

- it is a transfer of shares to an offeror under an acceptance of a takeover offer, or
- the **Board** are satisfied that the transfer is a genuine sale of the whole of the beneficial ownership of the shares to a **person** who is not connected with the **shareholder** or with a **person** appearing to be interested in the shares. This includes such a sale made through any stock exchange on which **ORTOLAN's** shares are normally traded

21 Votes of joint shareholders

If more than one joint **shareholder** votes, the only vote which will count is the vote of the first **shareholder** listed on the **Register** for the share. This also applies if the **shareholders** vote by proxy

22 Votes of shareholders who are unable to manage their affairs

This Article applies where a

- **shareholder** is unable to manage their affairs, and
- court which claims jurisdiction to protect **people** who are unable to manage their affairs has made an order about the **shareholder**

The **people** appointed by the court to act for the **shareholder** can vote for the **shareholder** and exercise other **rights** at **General Meetings**. This includes appointing a proxy, voting on a show of hands and voting on a poll. However, it only applies if any evidence which the **Board** requires of

their authority to do these things is delivered to the **Registered Office** or any other place the **Board** specify for delivery of **proxy forms** at least 48 hours before the relevant meeting (or adjourned meeting)

23 Challenging votes

An objection to the right of a **person** to vote must be made at the meeting (or adjourned meeting) at which the vote is cast. If a vote is not disallowed at a meeting, it is valid for all purposes. An objection must be raised with the chairman of the meeting. The chairman's decision is conclusive.

Proxies

24 Appointment of proxies

24.1 A proxy is appointed by using a **proxy form** or in any other way, and subject to any terms and conditions, the **Board** decide. For example, the **Board** can decide that a proxy can be appointed using electronic communications.

24.2 A proxy need not be a **shareholder**.

24.3 A proxy form

- must be in writing, and
- can be in any form which is commonly used or in any other form the **Board** approve.

24.4 A proxy form given by

- an individual must be signed by the individual or an attorney who is authorised to act on behalf of the individual or comply with the requirements of Article 109, and
- a **company** must be sealed with the **company's seal** or signed by an **officer** of the **company** or an attorney who is authorised to act on behalf of the **company** or comply with Article 109.

Signatures need not be witnessed.

25 Receipt of proxies

25.1 A **proxy form** must be received at the place or address stated in the notice of meeting or **proxy form** or in any invitation contained in an electronic communication to appoint a proxy or, if no place or address is stated, at the **Registered Office**. If the **Board** decide that a proxy can be appointed in any other way, notice of the appointment must be received as the **Board** specifies.

25.2 Notices of appointments of proxies must be received at least

- 48 hours before a meeting or adjourned meeting, or
- 24 hours before a poll is taken, if the poll is not taken on the same day as the meeting or adjourned meeting.

25.3 Any power of attorney or other authority relied on to appoint a proxy, or a copy which has been certified by a solicitor or notary, must be registered with **ORTOLAN**, together with any **proxy form** or in any other way that the **Board** specify, unless this has already been done. These documents must be received by the deadline which applies to notices of appointments of proxies under Article 25.2. The **Board** may decide to disapply the requirements in this Article 25.3 in relation to a **proxy form** or the appointment of a proxy made under the second sentence of Article 25.1.

25.4 If this Article is not complied with, the proxy will not be able to act for the **person** who appointed them.

25.5 If a proxy for several meetings has been properly appointed for a meeting or adjourned meeting, the proxy does not need to be appointed again for a later meeting which the appointment covers. A **proxy form** will be valid for any adjournment of the meeting or meetings to which it relates and for any vote on a show of hands or any poll demanded at that meeting or adjourned meeting.

25 6 If more than one proxy is appointed in respect of the same share to act at the same meeting, only the last appointment received will be treated as valid (regardless of when it was signed or by what means it was submitted) If **ORTOLAN** does not know which is the last appointment, **ORTOLAN** can decide which appointment to treat as valid or whether any of them are valid and its decision will be conclusive

25 7 A **shareholder** can attend and vote at a **General Meeting** or on a poll even if they have appointed a proxy to attend and vote at that meeting or on that poll

26 Revocation of proxies

26 1 A vote cast by a proxy in the way authorised by their appointment and a demand for a poll made by a proxy will be valid even though the **shareholder** who appointed the proxy has

- died or is unable to manage their affairs,
- revoked the appointment, or
- revoked the authority of the **person** who made the appointment

However, this does not apply if **written** or oral notice of any of these events has been received in any way specified for the appointment of proxies

- 48 hours before the meeting or adjourned meeting, or
- 24 hours before the poll is taken, if the poll is not taken on the same day as the meeting or adjourned meeting

26 2 The appointment of a proxy will cease to be valid 12 **months** after the date the **proxy form** was signed or notice of the appointment was received However, the appointment is still valid at an adjourned meeting or on a poll demanded at a meeting or adjourned meeting, if the original meeting was first held within the 12 **month** period

27 Proxies speaking at meetings

A proxy can speak at a **General Meeting** and demand or join in demanding a poll

Company Representatives

28 Appointment of company representatives

28 1 A **company** which is a **shareholder** can authorise a **person** to act as its representative at a **General Meeting** in respect of its entire holding of shares or any part of its holding of shares It may appoint several **people** to act as its representatives so long as only one representative is appointed with respect to any one share Such **person** or **people** are called company representatives A company representative can exercise all the powers on behalf of the **company** (in respect of those shares held in the name of the **company** in respect of which the authorisation is given) which the **company** could exercise, and is subject to the provisions of the **Articles**, as if it were an individual **shareholder** present at the meeting This means, for example, that if several **people** are appointed to act as a company's representatives then each one can vote on a show of hands or a poll

28 2 The **Board** or the chairman can require whatever evidence they reasonably require of the authority of a company representative including details of the number of shares in respect of which that company representative is appointed before allowing that **person** to exercise the powers conferred on them by Article 28 1

29 Revocation of appointment of company representatives

A vote cast, or demand made for a poll, by a company representative will be valid even though the company representative is no longer authorised to represent the **company** for any reason This does not apply if **written** notice of the fact that the company representative is no longer authorised has been received by **ORTOLAN** by the deadline which applies to notice of revocation of proxies under Article 26

Directors

30 Number of directors

There must be at least two directors. The **shareholders** can vary this minimum and/or decide or vary a maximum number of directors by passing an ordinary resolution.

31 Directors need not be shareholders

A director need not be a **shareholder**. A director who is not a **shareholder** is still entitled to receive notice of and attend and speak at **shareholders' meetings**.

Appointment and Removal of Directors

32 People who can be directors

Only the following **people** can be elected as directors at a **General Meeting**:

- a director who is retiring at the meeting,
- a **person** who is recommended by the **Board**, and
- a **person** who has been proposed in the following way: A **shareholder** who is entitled to attend and vote at the meeting (other than the proposed director) must sign and deliver a **written** notice to **ORTOLAN**. The notice must state that they intend to propose the **person** for election and whether the **person** is proposed as an additional director or to replace a director who is retiring or being removed. This notice must be delivered not less than 14 nor more than 42 days before the date of the meeting. The **person** to be proposed must sign a **written** confirmation that they are willing to be elected and this must be delivered with the notice.

33 Filling vacancies and appointing or electing additional directors

33 1 The **Board** can appoint a **person** as an additional director or as a replacement for another director. A director appointed in this way automatically retires at the first Annual **General Meeting** after their appointment. At this Annual **General Meeting** they can be elected by the **shareholders** as a director.

33 2 Subject to Article 32, the **shareholders** can elect a **person** proposed as an additional director or to replace another director by passing an ordinary resolution.

33 3 Additional directors can only be appointed or elected under this Article within any maximum number of directors which applies under Article 30 (including any variation of that maximum approved by an ordinary resolution of **shareholders**).

34 Removing and electing directors by ordinary resolution

34 1 The **shareholders** can pass an ordinary resolution to remove a director, even though the director's time in office has not ended. This applies despite anything else in the **Articles** or in any agreement between **ORTOLAN** and the director. Special notice of the resolution must be given to **ORTOLAN** as required by the **legislation**. If a director is removed in this way, it will not affect any claim which the director has for damages for breach of any contract of service.

34 2 Subject to Article 32, the **shareholders** can elect a **person** to replace a director who has been removed in this way by passing an ordinary resolution. A **person** elected under this Article to replace a director who has been removed retires by rotation under Article 38 when the director replaced would have been due to retire. If no director is elected under this Article, the vacancy can be filled under Article 33.

35 Electing two or more directors

A single resolution for the election of two or more directors is void unless the **shareholders** approve the putting of the resolution in this form first by a vote taken at the **General Meeting** with no votes cast against.

36 Directors can act if there are vacancies

Even if one or more director(s) has stopped being a director, the remaining director(s) can continue to act. If the number of director(s) falls below the minimum which applies under Article 30 (including any variation of that minimum approved by an ordinary resolution of **shareholders**), the remaining director(s) can only

- appoint further director(s) to make up the shortfall, or
- convene a **General Meeting**

If no director(s) are willing or able to act under this Article, any two **shareholders** can call a **General Meeting** to elect director(s)

37 Age limits

No **person** will be prevented from being or becoming a director simply because that **person** has reached the age of 70. It is not necessary to give special notice of a resolution appointing a **person** who is 70 or more as a director. Where the **Board** convene a **General Meeting** at which a director proposed for election or re-election will be 70 or more, the **Board** must state this in the notice of meeting (or a document sent with that notice). However, the accidental failure to state this will not invalidate the election or re-election of the director or any other proceedings at the meeting.

Rotation of Directors

38 Retiring by rotation

At every Annual **General Meeting** any director who was elected or last re-elected a director at or before the Annual **General Meeting** held in the third **year** before the current **year** shall retire by rotation.

39 Deleted

40 Re-electing directors who retire by rotation

At the **General Meeting** at which a director retires by rotation the **shareholders** can pass an ordinary resolution to re-elect the director or, if Article 32 has been complied with, to elect some other eligible **person** in the director's place. The retiring director is treated as re-elected unless

- the meeting expressly resolves not to elect a director to fill the vacancy,
- the director has told **ORTOLAN in writing** that the director does not want to be re-elected,
- a resolution to re-elect the director is put to the meeting and lost, or
- any maximum number of directors which applies under Article 30 (including any variation of that maximum approved by an ordinary resolution of **shareholders**) would be exceeded.

41 When a director retires

A director retiring at a **General Meeting** retires at the end of that meeting or (if earlier) when a resolution is passed to elect another **person** in the director's place or when a resolution to re-elect the director is put to the meeting and lost. Where a retiring director is re-elected (or treated as re-elected under Article 40) the retiring director continues as a director without a break.

Disqualification of Directors

42 When directors are disqualified

42.1 A director automatically ceases to be a director if

- the director ceases to be a director under the **legislation** or is removed from office under the **Articles**,
- the director is prohibited from being a director under the **legislation**,
- the director becomes bankrupt,

- the director makes an arrangement or composition with the director's creditors or applies for an interim order under section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that Act,
- the director becomes unable to manage their affairs and a court which claims jurisdiction to protect **people** who are unable to manage their affairs has made an order detaining the director or appointing a **person** to manage the director's property or affairs,
- except where the director's contract prevents the director resigning, the director
 - delivers to **ORTOLAN** a **written** notice of resignation signed by or on behalf of the director, or
 - offers to resign and the **Board** pass a resolution accepting the offer,
- the director has missed **Board** meetings for a continuous period of six **months**, without permission from the **Board** and the **Board** pass a resolution removing the director from office, or
- the director's contract expires or is terminated for any reason and is not renewed or replaced within 14 days

42 2 If a director ceases to be a director, the director automatically ceases to be a member of any **Board** committee or sub-committee

Remuneration of Directors

43 Directors' fees

The **Board** can decide on the amount, timing and method of payment of directors' fees, but the total fees **paid** to each director, excluding amounts payable under any other **Article**, must not exceed

- £30,000 a **year** (accruing daily), increasing by the percentage increase in the retail prices index (as defined in Section 833(2) Income and Corporation Taxes Act 1988) for any 12 **month** period beginning on 1 April 2007 or an anniversary of that date, or
- any higher sum decided on by an ordinary resolution of **shareholders**

This resolution can increase the fee **paid** to all or any directors either permanently or for a particular period

44 Directors' expenses

The **Board** can also repay to a director all expenses properly incurred in

- attending and returning from **shareholders' meetings**, **Board** meetings or **Board** committee meetings, or
- any other way in connection with **ORTOLAN's** business

45 Extra fees

45 1 The **Board** can award extra fees to a director who

- holds an executive position,
- acts as chairman or deputy chairman,
- serves on a **Board** committee or board at the request of the **Board**, or
- performs any other services which the **Board** consider extends beyond the ordinary duties of a director

45 2 Extra fees can take the form of salary, commission, profit sharing or other benefits (and can be **paid** partly in one way and partly in another) They can also include any kind of benefit for the director's dependants This is all decided by the **Board**

46 Pensions and other benefits

46 1 The **Board** can decide whether to provide

- pensions,
- annual payments, or
- other allowances or benefits,

to any **people** including **people** who are or who were directors of **ORTOLAN** The **Board** can decide to extend these arrangements to relations or dependants of, or **people** connected to, these **people** The **Board** can also decide to contribute to a scheme or fund or to **pay** premiums to a third party for these purposes

46 2 **ORTOLAN** can only provide pensions and other similar benefits to

- **people** who are or were directors but who have not been employed by, or held an office or executive position in, **ORTOLAN** or its subsidiary undertakings, and
- relations or dependants of, or **people** connected to, those directors or former directors,

if the **shareholders** approve this by passing an ordinary resolution

46 3 No director or former director is accountable to **ORTOLAN** or the **shareholders** for a benefit of any kind given in accordance with this Article The receipt of a benefit of any kind given in accordance with this Article does not prevent a **person** from being or becoming a director of **ORTOLAN**

Board Meetings

47 Board meetings

The **Board** can decide when and where to have meetings, how they are conducted and the quorum They can also adjourn their meetings A bowl of lemons shall be present at every meeting

48 Notice of Board meetings

48 1 A meeting can be called by a director or the **Secretary** The **Secretary** must also call a meeting if a director requests this

48 2 The **Board** can decide how notice of **Board** meetings is to be given and on any terms and conditions (including oral notice) Subject to this, **Board** meetings are called by delivering a **written** notice to each director personally or by sending it to their last known address or another address given to **ORTOLAN** for this purpose

48 3 A director can waive notice of a meeting at any time, even if the meeting has already taken place

49 Chairman of Board meetings

49 1 The **Board** can appoint a director as chairman or deputy chairman for whichever periods the **Board** decide If the chairman is at a meeting, the chairman will chair it In the chairman's absence, the chair will be taken by the deputy chairman If there is no chairman or deputy chairman present and willing within five minutes after the time when the meeting is due to start, the chair will be taken by a director nominated by the chairman **in writing** If the chairman has not done this, the directors present can choose which one of them will be the chairman of the meeting

49 2 References in the **Articles** to "deputy chairman" include, if no one has been appointed with that specific title, a **person** appointed to a position with another title which the **Board** designate as equivalent to the position of deputy chairman

50 Quorum

50 1 If no other quorum is fixed by the **Board**, two directors form a quorum A meeting at which a quorum is present can exercise all the powers and discretions of the **Board**

50 2 A director who ceases to be a director at a **Board** meeting can continue to be present and act as a director and be counted in the quorum until the end of that **Board** meeting if no other director objects and a quorum of the **Board** would not otherwise be present

51 Voting at Board meetings

Matters for decision which arise at a **Board** meeting will be decided by a majority vote. If the votes are equal, the chairman of the meeting has a second, casting vote.

52 Video conference and telephone meetings

Any of the directors or members of a committee can take part in a **Board** meeting or **Board** committee meeting by way of a

- video conference or conference telephone or similar equipment designed to allow everybody to take part in the meeting, or
- series of video conferences or telephone calls from the chairman of the meeting

Taking part in this way will be treated as being present at the meeting. A meeting which takes place by a series of video conferences or telephone calls from the chairman will be treated as taking place where the chairman is. Otherwise meetings will be treated as taking place where the largest group of the participants are or, if there is no such group, where the chairman is, unless the **Board** decide otherwise.

53 Minutes of meetings

53 1 The **Board** must cause minutes to be made in minute books of the

- names of the directors present at each **Board** meeting and **Board** committee meeting,
- appointments of **officers** made by the **Board**, and
- proceedings and resolutions at **Board** meetings, **Board** committee meetings and **shareholders' meetings**

53 2 It is not necessary for the directors present at a **Board** meeting or **Board** committee meeting to sign their names in the minute book or other attendance book.

54 Validity of the Board's actions

Everything which is done by a **Board** meeting, a **Board** committee meeting or a **person** acting as a director, will be valid even though it is discovered later that a director or **person** acting as a director was not properly appointed or elected. This also applies if it is discovered later that a **person** was disqualified from being a director, had ceased to be a director or was not entitled to vote.

55 Written Resolutions

A **written** resolution can be signed by all of the directors who

- would be entitled to vote on the resolution at a **Board** meeting, and
- together meet the quorum requirement for **Board** meetings

This kind of resolution is just as valid and effective as a resolution passed by those directors at a meeting which is properly called and held. The resolution can be passed using several copies of a document, if each copy is signed by one or more directors. These copies can be made using electronic communications. No signature is necessary if electronic communications are used, subject to any terms and conditions the **Board** decide.

Board Committees

56 Delegating powers to committees

56 1 The **Board** can delegate any of their powers or discretions to committees of one or more directors or other **people**. This includes powers or discretions relating to directors' **pay** or giving

benefits to directors. If the **Board** have delegated a power or discretion to a committee, any references in the **Articles** to using that power or discretion include its use by the committee. A committee must comply with any regulations made by the **Board**. These regulations can require or allow **people** who are not directors to be co-opted onto the committee and can give voting rights to co-opted members.

56.2 Unless the **Board** specifically decide not to allow this, a committee can sub-delegate powers and discretions to sub-committees or other **people**.

56.3 References in the **Articles** to committees include sub-committees permitted under this Article.

57 Proceedings of committees

57.1 If a committee includes two or more members, the **Articles** which regulate **Board** meetings and their procedure will also apply to committee meetings (if possible), unless these are inconsistent with any regulations for the committee which the **Board** has made under Article 56.

57.2 A committee or sub-committee can be called a "board" or "council" or any other name the **Board** decide.

Directors' Interests

58 Directors' interests in transactions with ORTOLAN

58.1 If the **legislation** allows and the director has disclosed the nature and extent of the interest to the **Board**, the director can

- have any kind of interest in a contract with or involving **ORTOLAN** (or in which **ORTOLAN** has an interest) or with or involving another **company** in which **ORTOLAN** has an interest,
- have any kind of interest in a **company** in which **ORTOLAN** has an interest (including holding a position in that **company** or being a shareholder of that **company**),
- hold a position (other than **Auditor**) in **ORTOLAN** or another **company** in which **ORTOLAN** has an interest on terms and conditions decided by the **Board**, and
- alone (or through some firm with which the director is associated) do paid professional work (other than as **Auditor**) for **ORTOLAN** or another **company** in which **ORTOLAN** has an interest on terms and conditions decided by the **Board**.

58.2 A director does not have to hand over to **ORTOLAN** a benefit received or profit made as a result of anything allowed under Article 58.1.

58.3 When a director knows that they are in any way interested in a contract with **ORTOLAN** they must tell the other directors. A general notice given to the **Board** that a director has an interest of the kind stated in the notice in a contract involving a **person** identified in the notice is treated as a standing disclosure that the director has that interest.

59 When directors can vote on things in which they are interested

59.1 Unless the **Articles** say otherwise, a director cannot vote (and if they do the vote will not be counted) on a resolution about a contract in which the director has a material interest. For this purpose, interests of a **person** who is connected with the director are added to the interests of the director. However, the director can vote if the interest is only an interest in **ORTOLAN's** shares, **debentures** or other securities. If a director cannot vote on a resolution, the director cannot be counted in the quorum when the **Board** votes on that resolution.

59.2 If the **legislation** allows, a director can vote and be counted in the quorum on a resolution about any of the following things (as long as the only material interests the director has in relation to the resolution arise because of one or more of the following things)

- giving the director or any other **person** a guarantee, security or indemnity for any money lent or obligation incurred by the director or that other **person**, at the request of, or for the benefit of, **ORTOLAN** or any of its subsidiary undertakings,
- giving a guarantee, security or indemnity to any other **person** for a debt or obligation which is owed by **ORTOLAN** or any of its subsidiary undertakings to that other **person**, if the director has taken responsibility for all or any part of that debt or obligation by giving a guarantee, security or indemnity,
- where **ORTOLAN** or any of its subsidiary undertakings is offering any shares, **debentures** or other securities for subscription or purchase if the director takes part because the director is a holder of shares, **debentures** or other securities, or if the director takes part in the underwriting or sub-underwriting of the offer,
- a contract involving any other **company** if the director (together with any **people** connected with the director) has any kind of interest in that **company** (including holding a position in that **company** or being a **shareholder** of that **company**) This does not apply if the director owns one per cent or more of that **company**,
- a contract relating to an arrangement for the benefit of employees of **ORTOLAN** or any of its subsidiary undertakings which only gives the director benefits which are also generally given to the employees to whom the arrangement relates,
- a contract relating to a pension, superannuation or similar scheme, or a retirement, death or disability benefits scheme or employees' share scheme, which has been approved, or is conditional on approval, by the Inland Revenue and which only gives the director benefits which are also generally given to the employees to whom the scheme relates, or
- a contract relating to any insurance which **ORTOLAN** can buy or renew for the benefit of directors or a group of **people** which includes directors

59 3 A director cannot vote or be counted in the quorum on a resolution relating to appointing that director to a position with **ORTOLAN** or a **company** in which **ORTOLAN** has an interest or the terms or termination of the appointment

59 4 This Article applies if the **Board** are considering proposals about appointing two or more directors to positions with **ORTOLAN** or a **company** in which **ORTOLAN** has an interest It also applies if the **Board** are considering the terms or termination of the appointment These proposals can be split up to deal with each director separately If this is done, each director can vote and be counted in the quorum for each resolution, except the one concerning that director

59 5 Subject to the **legislation** and the **Articles**, the **Board** can exercise

- or arrange the exercise of the voting **rights** attached to any shares in another **company** held by **ORTOLAN**, and
- the voting **rights** which they have as directors of that **company**,

in any way that they decide This includes voting in favour of a resolution appointing any of them as directors or **officers** of that **company** and deciding their remuneration They can also vote and be counted in the quorum as directors of **ORTOLAN** in connection with any of these things

59 6 If a question comes up at a meeting about whether a director (other than the chairman of the meeting) has a material interest or whether the director can vote or be counted in the quorum and the director does not agree to abstain from voting on the question or not be counted in the quorum, the question must be referred to the chairman of the meeting The chairman's ruling about the other director is conclusive, unless the kind and extent of the director's interests have not been disclosed to the **Board** If the question comes up about the chairman of the meeting, the question must be referred to the **Board** The chairman cannot vote on the question but can be counted in the quorum The **Board's** resolution about the chairman is conclusive, unless the kind and extent of the chairman's interests have not been disclosed to the **Board**

60 More about directors' interests

60 1 In Articles 58, 59 and 60

- a reference to a contract includes a reference to an existing or proposed contract, transaction or arrangement,

- a director will be treated as owning one per cent or more of a **company** if they (together with any **people** connected with them) hold an interest in shares (as defined for sections 198 to 211 of the **Companies Act**) representing one per cent or more of

- a class of equity share capital, or

- the voting rights,

of that **company**,

- where a **company** in which a director owns one per cent or more is materially interested in a contract, the director will also be treated as being materially interested in that contract, and

- interests which are unknown to the director and which it is unreasonable to expect the director to know about are ignored

60 2 Subject to the **legislation**, the **shareholders** can, by passing an ordinary resolution

- suspend or relax Articles 58 and 59 to any extent, either generally or in relation to a particular contract, or

- ratify a contract carried out in breach of Article 58 or 59

Directors' Management Powers

61 Management powers

61 1 The **Board** will manage **ORTOLAN's** business. They can use all **ORTOLAN's** powers, except where the **legislation** or the **Articles** say that powers can only be used by the **shareholders** voting to do so at a **General Meeting**. The general management powers under this Article are not limited in any way by specific powers given to the **Board** by other **Articles**.

61 2 The **Board's** management powers are subject to

- the **legislation**,

- the **Articles**, and

- any other requirements which are consistent with the **legislation** and the **Articles** and are approved by the **shareholders** passing an ordinary resolution

61 3 If a change is made to the **Articles** or the **shareholders** approve a requirement relating to something which the **Board** have already done which was within their powers, that change or requirement cannot invalidate the **Board's** previous action.

62 Appointing directors to executive positions

The **Board** can appoint one or more directors to any executive position they decide. As far as the **legislation** allows, they can decide how long these appointments will be for and what their terms will be. They can also vary the terms of or end these appointments. If a director ceases to be a director, the director automatically ceases to hold any executive position in **ORTOLAN**. If a director's appointment is varied or ends because of this Article, this does not prejudice any claim against **ORTOLAN** for breach of contract.

63 Delegation of powers

The **Board** can give a director or the **Secretary** any of the powers which they have jointly as the **Board**. These powers can be given on any terms and conditions the **Board** decide either in parallel with, or in place of, the powers of the **Board** acting together. These powers can include the power to sub-delegate. The **Board** can change the basis on which these powers are given or

withdraw them from the director or **Secretary** No **person** dealing in good faith who does not know about the change or withdrawal will be affected by it

64 Power to establish local boards and agencies

64 1 The **Board** can set up **local boards** or agencies to manage, supervise or advise on any of **ORTOLAN's** business in the **United Kingdom** or elsewhere The **Board** can also appoint a **person** (who need not be a director) to be a

- member of a **local board**, or
- manager or agent

64 2 The **Board** can

- decide the remuneration and other benefits of **people** appointed under this Article,
- delegate any of the **Board's** authority, powers or discretions to a
 - **local board**,
 - manager or agent, or
 - subsidiary undertaking of **ORTOLAN** (whether wholly-owned or not),
- allow **local boards**, managers or agents, or subsidiary undertakings to delegate to another **person**,
- allow members of **local boards** to fill any vacancies on their boards and to continue to act even though there are vacancies,
- remove any **people** appointed under this Article (including **people** appointed by another **person** under this Article), and
- cancel or change an appointment or delegation made under this Article (including an appointment made by another **person** under this Article), although this will not affect a **person** who acts in good faith who has not had notice of the cancellation or change

64 3 An appointment or delegation by the **Board** which is referred to in this Article can be on any terms and conditions the **Board** decide

64 4 In this Article, "**local board**" means a special or local board, committee or council and includes a regional or area board or a board for a particular part of **ORTOLAN's** business

65 Power to appoint agents

65 1 The **Board** can appoint a **person** (including the members of a group which changes over time) as **ORTOLAN's** agent The agent can either be appointed directly by the **Board**, or the **Board** can give another **person** the power to select an agent The **Board** can decide the purposes, powers, authorities and discretions of an agent But they cannot give an agent a power, authority or discretion which the **Board** do not have under the **Articles**

65 2 The **Board** can decide how long an appointment of an agent will last for and they can apply any terms and conditions to it The appointment can include any provisions which the **Board** decide for the protection and convenience of a **person** dealing with the agent The appointment can also allow the agent to sub-delegate all or any of their powers, authorities or discretions to any other **person**

66 Positions with titles including the word 'director'

The **Board** can appoint a **person** to a position having a title including the word "director" or give a title including the word "director" to an existing position and can end that appointment or the use of that title The use of the word "director" in the title of a position does not imply that the holder is a director of **ORTOLAN** and the holder does not have the power to act as a director of **ORTOLAN** and is not treated as a director of **ORTOLAN** for the purposes of the **Articles**

67 Overseas branch registers

ORTOLAN can use all the powers that the **legislation** gives to keep an overseas branch register. The **Board** can make and change any regulations they decide relating to this register, as long as the **legislation** allows this.

68 Signatures on cheques etc

All cheques, promissory notes, drafts, bills of exchange and other instruments (whether negotiable or transferable or not) and all receipts for money **paid to ORTOLAN** can be signed, drawn, accepted, endorsed or **made effective** in any way the **Board** decide.

69 Power to provide for the benefit of employees and former employees

The **Board** can, by passing a resolution, exercise any powers given by the **legislation** to provide for the benefit of employees and former employees of **ORTOLAN** or any of its subsidiaries in connection with the ending of the business or the transfer to a **person** of all or any part of the business and assets of **ORTOLAN** or that subsidiary.

Directors' Borrowing Powers

70 Borrowing powers

To the extent that the **legislation** and the **Articles** allow, the **Board** can exercise all the powers of **ORTOLAN** to

- borrow money,
- mortgage or charge all or any part of **ORTOLAN's** business, property and assets (present and future),
- issue **debentures** and other securities, and
- give security either outright or as collateral security for a debt, liability or obligation of **ORTOLAN** or another **person**.

71 Borrowing restrictions

71 1 The **Board** will limit the borrowings of **ORTOLAN** and exercise all voting and other rights or powers of control exercisable by **ORTOLAN** in relation to its subsidiary undertakings so as to ensure that the aggregate amount of all borrowings by the **Group** outstanding at any time is not more than £100,000,000. This affects subsidiary undertakings only to the extent the **Board** can do this by exercising these rights or powers of control. This limit can be exceeded if the consent of **shareholders** has been given in advance by passing an ordinary resolution. The limit does not include borrowings owing by one member of the **Group** to another member of the **Group**.

71 2 In this Article

- **Group** means **ORTOLAN** and its subsidiary undertakings, and
- **minority proportion** means the proportion of the issued equity share capital of a partly-owned subsidiary undertaking which does not belong to the **Group**.

71 3 In Article 71 1

- amounts borrowed by a member of the **Group** for the purpose of repaying (with or without a premium) all or any part of other borrowings owing by another member of the **Group** which are to be used for this purpose within six **months** of being borrowed are not to be taken into account pending their use for that purpose,
- amounts borrowed by a partly-owned subsidiary undertaking which are not owed to another member of the **Group** are to be taken into account (except that a proportion of the borrowings equal to the **minority proportion** is to be excluded),

- amounts borrowed by a member of the **Group** which are owed to a partly owned subsidiary undertaking are to be taken into account to the extent of a proportion of the borrowings equal to the **minority proportion**,
- amounts borrowed by a subsidiary undertaking before it became a member of the **Group** are not to be taken into account until six **months** after the date it became a member of the **Group**,
- amounts secured on an asset of a member of the **Group** before it was acquired by a member of the **Group** are not to be taken into account until six **months** after the date of the acquisition,
- amounts beneficially owned by a member of the **Group** which are deposited with a **person** who is not a member of the **Group** and are repayable on, or within three **months** after, a demand are to be deducted from the borrowings of the **Group** (except that where the amounts are owned by a partly-owned subsidiary undertaking a proportion of the amount owned equal to the **minority proportion** is to be excluded from the amount deducted), and
- if the amount of the borrowings is being calculated in connection with a transaction involving a **company** becoming or ceasing to be a member of the **Group**, the amount is to be calculated as if the transaction had already occurred

71 4 A certificate or report by a **person** chosen by the **Board** as to the amount of the borrowings at a particular time will be conclusive evidence of that amount. However, the **Board** can rely on a genuine estimate of the amount of the borrowings at any time and if as a result the limit stated in Article 71 1 is exceeded, an amount of borrowed money equal to the excess can be disregarded until six **months** after the date the **Board** became aware that this situation had or may have arisen, whether because of a decision of the **person** chosen by the **Board** or for any other reason

71 5 No lender or other **person** dealing with the **Group** needs to look at or enquire whether the limit imposed by this Article is being observed. No borrowing incurred or security given in excess of this limit will be invalid or ineffective unless the lender or the recipient of the security had express notice at the time when the borrowing was incurred or security given that the limit had been or would as a result be exceeded

Share Capital

72 ORTOLAN's share capital

ORTOLAN's share capital is £50,000. This is made up of 5,000,000 **Ordinary Shares** with a **face value** of 1p each

73 Board's power to deal with shares

73 1 The **Board** can decide what to do with any shares which have not been issued. The **Board** can

- allot them on any terms,
- grant options to give **people** a choice to acquire shares in the future, or
- dispose of the shares in any other way

73 2 The **Board** are free to decide who they deal with, when they deal with the shares and the terms on which they deal

73 3 The **Board** must obey

- the **legislation**, and
- any relevant resolutions of a **General Meeting**

74 Board's authority to allot "relevant securities" and "equity securities"

74 1 This Article regulates the **Board's** authority to allot relevant securities and their power to allot equity securities for cash

74 2 The **Board** are authorised, generally and without conditions, under section 80 of the **Companies Act**, to allot relevant securities. They are authorised to allot them for any **prescribed period**. The maximum amount of relevant securities which the **Board** can allot in each period is the **Section 80 Amount**.

74 3 Under the **Board's** general authority in Article 74 2, they have the power to allot equity securities, entirely **paid** for in cash, free of the restriction in section 89(1) of the **Companies Act**. They have the power to allot them for any **prescribed period**. There is no maximum amount of equity securities which the **Board** can allot where the allotment is in connection with a **rights issue**. In all other cases, the maximum amount of equity securities which the **Board** can allot is the **Section 89 Amount**.

74 4 During each **prescribed period**, the **Board** can make offers, and enter into agreements, which would, or might, need equity securities or other relevant securities to be allotted after those periods.

74 5 In this Article

- **rights issue** means an offer of equity securities which is open for a period decided by the **Board** to the **people** who are registered on a particular date (chosen by the **Board**) as holders of
- **Ordinary Shares**, in proportion to their holdings of **Ordinary Shares**,
- other classes of equity securities which give them the right to receive the offer or which allow **ORTOLAN** to decide whether or not they should receive the offer (and the **Board** decide that they should receive it).

However, the **Board** can do the following things (and the issue will still be treated as a **rights issue** for the purposes of this Article if they do so)

- sell any fractions of equity securities to which **people** would be entitled and keep the net proceeds for **ORTOLAN's** benefit or make other appropriate arrangements to deal with such fractions,
- make the **rights issue** subject to any limits or restrictions which the **Board** think are necessary or appropriate to deal with legal or practical problems under the laws of any territory, or under the requirements of any recognized regulatory body, or stock exchange, in any territory or as a result of shares being represented by American Depositary Shares or Global Depositary Shares or other instruments,
- treat a **shareholder's** holdings of **certificated** and **uncertificated shares** as separate shareholdings, or
- deal in a different way with the **rights** of an **Ordinary Shareholder**, if that **shareholder** asks,
- **prescribed period** means a period of no more than five **years** fixed by the **shareholders** by passing a resolution at a **General Meeting**. The **shareholders** can, by passing further resolutions, renew or extend this period for periods of no more than five **years** each. These resolutions can take the form of
 - an ordinary resolution fixing a **prescribed period** under Article 74 2,
 - a special resolution fixing a **prescribed period** under Article 74 3,
 - a special resolution fixing identical **prescribed periods** under Articles 74 2 and 74 3, or
 - a special resolution fixing different **prescribed periods** under Articles 74 2 and 74 3,
- the **Section 80 Amount** for a **prescribed period** is that stated in a relevant resolution passed by the **shareholders** at a **General Meeting**,
- the **Section 89 Amount** for a **prescribed period** is that stated in a relevant special resolution, and

- in working out any maximum amounts of securities, the **face value** of rights to subscribe for shares, or to convert any securities into shares, will be taken as the **face value** of the shares which would be allotted if the subscription or conversion takes place

75 Uncertificated shares

75 1 Subject to the **Articles** and to the extent that the **legislation** allows, the **Board** can decide that a class of shares can

- be held in uncertificated form and that title to those shares can be transferred using a relevant system, or
- no longer be held and transferred in uncertificated form

75 2 The **Articles** do not apply to shares of a class which are held in uncertificated form to the extent that they are inconsistent with the

- holding of shares of that class in uncertificated form,
- transfer of title to shares of that class using a relevant system, or

• Regulations

76 Renunciations of allotted but unissued shares

Where a share has been allotted to a **person** but that **person** has not yet been entered on the **Register**, the **Board** can recognise a transfer (called a renunciation) by that **person** of their right to the share in favour of some other **person**. The ability to renounce allotments only applies if the terms on which the share is allotted are consistent with renunciation. The **Board** can impose terms and conditions regulating renunciation rights and can allow renunciation rights to be securities in uncertificated form in their own right

77 Power to pay commission and brokerage

77 1 **ORTOLAN** can use all the powers given by the **legislation** to **pay** commission or brokerage to a **person** who

- applies, or agrees to apply, for any new shares, or
- gets any other **person** to apply, or agree to apply for, any new shares

77 2 **ORTOLAN** can **pay** the commission in cash, or by allotting shares, or by a combination of both

78 No trusts or similar interests recognised

78 1 **ORTOLAN** will only be affected by, or recognise, a current and absolute right to whole shares. The fact that all or any part of a share may not be owned outright by the registered owner is not of concern to **ORTOLAN**, for example, if a share is held on any kind of trust. This applies even if **ORTOLAN** knows about the ownership of the share

78 2 The only exceptions are any rights

- expressly given by the **Articles**, or
- which **ORTOLAN** has a legal duty to recognise

Changing Share Capital

79 Power to increase capital

The **shareholders** can increase **ORTOLAN's** share capital by passing an ordinary resolution. The resolution will fix the

- amount of the increase,
- **face value** of the new shares, and

- currency or currencies of the shares

80 Power to reduce capital

The **shareholders** can pass a special resolution to reduce in any way

- **ORTOLAN's** share capital, or
- a capital redemption reserve or share premium account

This is subject to any restrictions under the **legislation**

81 Power to change capital

The **shareholders** can pass ordinary resolutions to do any of the following

- consolidate, or consolidate and then divide, all or any part of **ORTOLAN's** share capital into shares with a larger **face value** than the **existing shares**,
- divide all or any of **ORTOLAN's** shares into shares with a smaller **face value** than is fixed in the Memorandum of Association. This is subject to any restrictions under the **legislation**, and
- cancel any shares which no one has taken, or agreed to take, at the date of the resolution, and reduce the amount of **ORTOLAN's** share capital by the amount of the cancelled shares

82 Fractions of shares

82 1 If any shares are consolidated or divided, the **Board** have power to deal with any fractions of shares which result or any other problem that arises. If the **Board** decide to sell any shares representing fractions, they must sell for the best price they can reasonably obtain and distribute the net proceeds of sale among **shareholders** in proportion to their fractional entitlements. The **Board** can sell to a **person** (including **ORTOLAN**, if the **legislation** allows) and can authorise a **person** to transfer those shares to the buyer or in accordance with the buyer's instructions. The buyer does not need to take any action to check how any money **paid** is used. The buyer's ownership will not be affected if the sale was irregular or invalid in any way.

82 2 When the **Board** consolidate or divide shares, they can treat **certificated** and **uncertificated shares** which a **shareholder** holds as separate shareholdings, as far as the **legislation** allows this. The **Board** can also arrange for any shares which result from a consolidation or division and which represent rights to fractions of shares to be entered in the **Register** as **certificated shares** where this makes it easier to sell them.

83 Buying back shares

ORTOLAN can use all the powers given by the **legislation** to buy back any of its own shares (including redeemable shares)

Share Rights

84 Rights of new shares

84 1 **ORTOLAN** can issue new shares and attach any **rights** and restrictions to them, as long as this is not restricted by special rights previously given to holders of any **existing shares**. Subject to this, the **rights** of new shares can take priority over the **rights** of **existing shares**, or **existing shares** can take priority over them, or the new shares and the **existing shares** can rank equally. These **rights** and restrictions can apply to sharing in **ORTOLAN's** profits or assets. Other **rights** and restrictions can also apply, for example relating to the right to vote.

84 2 The **shareholders** can decide on the **rights** and restrictions to be attached to new shares by passing an ordinary resolution. The **Board** can also take these decisions if the **shareholders** have not passed a resolution which covers the point.

84 3 If the **legislation** allows this, the new shares can include **rights** for the holder and/or **ORTOLAN** to have them redeemed.

85 Changing special rights of shares

85 1 If **ORTOLAN's** share capital is split into different classes of share, and if the **legislation** allows this, the special rights which are attached to any of these classes can be varied or withdrawn if the **shareholders** approve this by passing an extraordinary resolution. This must be passed at a separate meeting of the holders of the relevant class of shares. This is called a class meeting. Alternatively, the holders of at least 75 per cent of the **existing shares** of the class (by **face value**) can give their **written** consent.

85 2 All the **Articles** relating to **General Meetings** apply, with any necessary changes, to a class meeting, but with the following adjustments:

- at least two **people** who hold (or who act as proxies for **people** who hold) at least one third of the total **face value** of the **existing shares** of the class are a quorum. However, if this quorum is not present at an adjourned meeting, one **person** who holds shares of the class, or their proxy, is a quorum,
- a **shareholder** who is present in person or by proxy can demand a poll, and
- on a poll, the holders of shares will have one vote for every share of the class which they hold.

This is subject to any special rights or restrictions which are attached to a class of shares by the **Articles**, or any **rights** attached to shares in some other way under the **Articles**.

85 3 This Article also applies if special rights of shares forming part of a class are varied or withdrawn. Each part of the class which is being treated differently is viewed as a separate class in applying this Article.

86 More about special rights of shares

Unless the terms of the **existing shares** say something different, the special rights of **existing shares** are not regarded as varied or withdrawn if:

- new shares are created, or issued, which rank equally with or after any **existing shares** in payment of dividends or sharing in profits or assets of **ORTOLAN**,

or

- **ORTOLAN** buys back or redeems its own shares.

Share Certificates

87 Certificates

87 1 When a **shareholder** is first registered as the holder of any class of **certificated shares**, that **shareholder** is entitled, free of charge, to one certificate for all the **certificated shares** of that class which the **shareholder** holds. If a **shareholder** holds **certificated shares** of more than one class, that **shareholder** is entitled to a separate share certificate for each class. This does not apply if the **legislation** allows **ORTOLAN** not to issue share certificates.

87 2 If a **shareholder** receives more **certificated shares** of any class, that **shareholder** is entitled, free of charge, to a certificate for the extra shares.

87 3 If a **shareholder** transfers some of the shares covered by a certificate, that **shareholder** is entitled, free of charge, to a new certificate for the balance if the balance is also covered by a certificate.

87 4 **ORTOLAN** does not have to issue more than one certificate for a **certificated share**, even if that share is held jointly.

87 5 When **ORTOLAN** delivers a certificate to the first named joint holder of **certificated shares**, this is treated as delivery to all of the joint **shareholders**.

87 6 **ORTOLAN** can deliver a certificate to a broker or agent who is acting for a **person** who is buying **certificated shares** or who is having **certificated shares** transferred to them.

87 7 The **Board** can decide how share certificates are **made effective**. For example, they can be

- signed by two directors or one director and the **Secretary**,
- sealed with the **Seal**, or
- printed, in any way, with a copy or representation of those signatures or the **Seal**. The representation can be made or produced mechanically, electronically or in any other way the **Board** approve

87 8 A share certificate must state the number and class of shares to which it relates and the amount **paid up** on those shares. It cannot be for shares of more than one class.

87 9 The time limit for **ORTOLAN** to provide a share certificate under this Article for **certificated shares** is

- two **months** after the allotment of a new share (or any longer period provided by its terms of issue), or
- five **business days** after a transfer of shares is presented for registration or the instruction from the operator of the relevant system is received

88 Replacement certificates

88 1 A **shareholder** can ask **ORTOLAN** to cancel and replace a single share certificate with two or more certificates, for the same total number of shares. The **Board** can require the **shareholder** to **pay** for the new certificates.

88 2 A **shareholder** can ask **ORTOLAN** for a new certificate if the original is

- worn out, damaged or defaced, or
- lost, stolen or destroyed

The **Board** can require the **shareholder** to **pay** **ORTOLAN's** exceptional out of pocket expenses for issuing a new certificate.

88 3 If a certificate has been worn out, damaged or defaced, **ORTOLAN** can require the certificate to be delivered to it before issuing a replacement. If a certificate is worn out, lost or destroyed, **ORTOLAN** can require satisfactory evidence, and an indemnity, before issuing a replacement.

Transferring Shares

89 Share transfers

89 1 Unless the **Articles** say otherwise, a **shareholder** can transfer some or all of their shares to another **person**.

89 2 Every transfer of **certificated shares** must be **in writing**, and either in the usual standard form, or another form approved by the **Board**.

89 3 Every transfer of **uncertificated shares** must be carried out using a relevant system.

89 4 The transfer form for **certificated shares** must be delivered to the **Registered Office** or any other place the **Board** decide. The transfer form must have with it

- the share certificate for the shares to be transferred,
- any other evidence which the **Board** ask for to prove that the **person** wanting to make the transfer is entitled to do this, and
- if the transfer form is executed by another **person** on behalf of the **person** making the transfer, evidence of the authority of that **person** to do so

89 5 However, if a transfer is by a **recognised clearing house** or its nominee or by a **recognised investment exchange**, a share certificate is only needed if a certificate has been issued for the shares in question

89 6 A transfer form must be signed, or **made effective** in some other way, by or on behalf of the **person** making the transfer

89 7 The **person** making a transfer will be treated as continuing to be the **shareholder** until the name of the **person** to whom a share is being transferred is entered on the **Register** for that share

90 More about share transfers

90 1 If **ORTOLAN** registers a transfer, it can keep the transfer form. A transfer form cannot be used to transfer more than one class of shares. Each class needs a separate form

90 2 No fee is payable to **ORTOLAN** for transferring shares or registering changes relating to the ownership of shares

90 3 Transfers cannot be in favour of more than four joint holders

90 4 A transfer form must be properly stamped to show payment of any applicable stamp duty

90 5 The **Board** can refuse to register a transfer of an **uncertificated share** in the circumstances stated in the **Regulations**

90 6 If the **Board** decide not to register a transfer of a share, they must notify the **person** to whom that share was to be transferred. This must be done no later than two **months** after **ORTOLAN** receives the

- transfer (in the case of a **certificated share**), or
- instruction from the operator of the relevant system (in the case of an **uncertificated share**)

91 Closing the Register

The **Board** can decide to suspend the registration of transfers by closing the **Register**. This can be for part of a day, a day, or more than a day. The **Register** cannot be closed for more than 30 days a **year**. Suspension periods can vary between different classes of shares. In the case of **uncertificated shares**, the **Register** must not be closed without the consent of the operator of a relevant system

People Automatically Entitled to Shares by Law

92 When shareholders die

92 1 If a **shareholder** who is a joint **shareholder** dies, the remaining joint **shareholder** or **shareholders** will be the only **people** who **ORTOLAN** will recognise as being entitled to their shares

92 2 When a sole **shareholder** (or a **shareholder** who is the last survivor of joint **shareholders**) dies, their legal personal representatives will be the only **people** who **ORTOLAN** will recognise as being entitled to their shares

93 Registering personal representatives

A **person** who becomes **automatically entitled to a share by law** can either be registered as the **shareholder** or can select some other **person** to have the share transferred to. The **automatically entitled person** must provide any evidence of their entitlement which the **Board** reasonably require

94 People who want to be registered must give notice

If a **person** who is **automatically entitled to a share by law** wants to be registered as a **shareholder**, they must deliver a **written** notice to **ORTOLAN** saying that they have made this decision. The notice must be in the form which the **Board** require. This notice will be treated as a

transfer form. All the **Articles** about registering transfers of shares apply to it. The **Board** have the same power to refuse to register the automatically entitled **person** as they would have had in deciding whether to register a transfer by the **person** who was previously entitled to the shares.

95 Having another person registered

95.1 If a **person** who is **automatically entitled to a share by law** wants the share to be transferred to another **person**, they must do this for

- a **certificated share**, by signing a transfer form to the **person** they have selected, and
- an **uncertificated share**, by using a relevant system

95.2 The **Board** have the same power to refuse to register the **person** selected as they would have had in deciding whether to register a transfer by the **person** who was previously entitled to the shares.

96 Rights of people automatically entitled to shares by law

96.1 A **person** who is **automatically entitled to a share by law** is entitled to any dividends or other money relating to the share, even though they are not registered as the holder of that share, on supplying to **ORTOLAN** evidence the **Board** reasonably require to show their title to the share. However, the **Board** can send a **written** notice to the **person** saying that the **person** must either be registered as the holder of the share or transfer the share to some other **person**. If the **automatically entitled person** does not do this within 90 days of the notice, the **Board** can withhold all dividends or other money relating to the share until they do.

96.2 Unless registered as the holder of the share, the **person automatically entitled to a share by law** cannot

- receive notices of **shareholders' meetings**, or attend or vote at these meetings, or
- exercise any other right of a **shareholder** in relation to any of these meetings,

unless the **Board** decide to allow this.

Shareholders who Cannot be Traced

97 Untraced shareholders

97.1 **ORTOLAN** can sell any shares if

- during the previous 10 **years**, the shares have been in issue, **ORTOLAN** has tried to **pay** at least three dividends and no dividend has been cashed,
- after this 10 **year** period, **ORTOLAN** gives notice that it intends to sell the shares by advertisement in a **United Kingdom** national newspaper and a newspaper appearing in the area which includes the address held by **ORTOLAN** for delivering notices relating to the shares, and
- during this 10 **year** period, and for three **months** after the last advertisement appears in the newspapers, **ORTOLAN** has not heard from the **shareholder** or a **person** who is **automatically entitled to the shares by law**.

97.2 To sell any shares in this way, the **Board** can authorise a **person** to transfer the shares. This transfer will be just as effective as if it had been made by the registered holder of the shares, or by a **person** who is **automatically entitled to the shares by law**. The ownership of the **person** to whom the shares are transferred will not be affected even if the sale is irregular or invalid in any way.

97.3 The net sale proceeds belong to **ORTOLAN** unless and until claimed under this Article, and it must **pay** these proceeds to the **shareholder** who could not be traced, or to the **person** who is **automatically entitled to the shares by law**, if that **shareholder**, or that other **person**, asks for them.

97 4 **ORTOLAN** must record the name of that **shareholder**, or the **person** who was **automatically entitled to the shares by law**, as a creditor for this money in its accounts. The money is not held on trust, and no interest is payable on the money. **ORTOLAN** can keep any money which it has earned on the net sale proceeds. **ORTOLAN** can use this money for its business or the business of its holding **company** (if any), or it can invest the money in any way that the **Board** decide.

97 5 In the case of **uncertificated shares**, this Article is subject to any restrictions which apply under the **Regulations**.

Dividends

98 Final dividends

Shareholders can declare dividends by passing an ordinary resolution, but no dividend can exceed the amount recommended by the **Board**.

99 Fixed and interim dividends

99 1 If the **Board** consider that the profits of **ORTOLAN** justify such payments, they can **pay**

- interim dividends on any class of shares of any amounts, on any dates and for any periods which they decide, and
- fixed or other dividends on any class of shares on the dates stated for the payment of those dividends.

99 2 If the **Board** act in good faith, they are not liable to any **shareholders** for any loss they suffer because a lawful dividend has been **paid** under this Article on other shares which rank equally with or behind their shares.

100 Distributions in kind

If the **Board** recommend this, **shareholders** can pass an ordinary resolution to direct all or any part of a dividend to be **paid** by distributing specific assets (and in particular **paid-up** shares or **debentures** of any other **company**). The **Board** must give effect to that resolution. Where a difficulty arises on the distribution, the **Board** can settle it as they decide. In particular, they can

- issue fractional certificates,
- value the assets for distribution purposes,
- **pay** cash of a similar value to adjust the rights of **shareholders**, and/or
- transfer any assets to trustees.

101 No dividends are payable except out of profits

No dividend can be **paid** except out of profits available for distribution under the **legislation**.

102 Payments to shareholders

102 1 A dividend or other money payable in cash relating to a share can be **paid**

- by cheque or warrant payable to the **shareholder** or **person automatically entitled to the shares by law** who is entitled to it or to another **person** named in a **written** instruction from the **shareholder** (or all joint **shareholders** or **people** jointly and **automatically entitled to the shares by law**),
- in the case of **uncertificated shares**, by using a relevant system,
- by bank transfer or other electronic means directly to an account named in a **written** instruction from the **shareholder** (or all joint **shareholders** or **people** jointly and **automatically entitled to the shares by law**), and/or
- in any other way agreed between the **shareholder** (or all joint **shareholders** or **people** jointly and **automatically entitled to the shares by law**) and **ORTOLAN**.

102 2 For joint **shareholders**, or **people** jointly and **automatically entitled to shares by law**, **ORTOLAN** can rely on a receipt for a dividend or other money **paid** on shares from any one of them

102 3 Cheques and warrants are sent, and payment in any other way is made, at the risk of the **people** who are entitled to the money **ORTOLAN** is treated as having **paid** a dividend if a cheque or warrant is cleared or if a payment is made using a relevant system, bank transfer or other electronic means **ORTOLAN** will not be responsible for a payment which is lost or delayed

102 4 **ORTOLAN** can send a cheque or warrant to **shareholders** who are employees of **ORTOLAN** or any of its subsidiary undertakings through **ORTOLAN's** internal post system

102 5 Unless the **rights** attached to any shares, the terms of any shares or the **Articles** say otherwise, a dividend and any other money payable in respect of a share can be **paid** in whatever currency the **Board** decide using an appropriate exchange rate selected by the **Board** for any currency conversions required The **Board** can also decide how any costs relating to the choice of currency will be met

102 6 No dividend or other money payable by **ORTOLAN** in respect of its shares carries a **right** to interest from **ORTOLAN**, unless the **rights** of the shares say something different

103 Deducting amounts owing from dividends and other money

If a **shareholder** owes any money to **ORTOLAN** relating in any way to **ORTOLAN** shares, the **Board** can deduct any of this money from any

- dividend on any shares held by the **shareholder**, or
- other money payable by **ORTOLAN** in respect of the shares

Money deducted in this way can be used to **pay** the amounts owed to **ORTOLAN**

104 Unclaimed dividends and other money

104 1 Unclaimed dividends and other money payable in respect of a share can be invested or otherwise used by the **Board** for the benefit of **ORTOLAN** until they are claimed The **Board** can decide to **pay** the unclaimed dividends and other money into a separate account, but **ORTOLAN** will not be a trustee of the money If a dividend or other money has not been claimed for 10 **years** after it was declared or became due for payment, it will be forfeited and belong to **ORTOLAN** again unless the **Board** decides otherwise

104 2 **ORTOLAN** can stop paying dividends if cheques or warrants for two dividends in a row are sent back or not cashed or if payment by any other means has not been able to be made twice in a row through no fault of **ORTOLAN** **ORTOLAN** must start paying dividends in the same way again if the **shareholder** or a **person automatically entitled to the shares by law**

- claims those dividends **in writing** (before they go back to **ORTOLAN** under Article 104 1), and
- does not ask **ORTOLAN** to start paying dividends in some other way

105 Waiver of dividends

All or any dividends can be waived by a document which is accepted by **ORTOLAN** or on which **ORTOLAN** acts The document must be signed by the **shareholder** (or the **person automatically entitled to the shares by law**) and delivered to **ORTOLAN**

106 Record dates

A dividend or distribution on, and an allotment or issue of, any shares can be **paid** or made to the holders of shares shown on the **Register** at whatever time on whatever day is stated in the resolution declaring the dividend or providing for the distribution, allotment or issue If no time is stated in the resolution, the close of business applies This Article applies whether what is being done is the result of a resolution of the **Board** or a resolution passed at a **General Meeting** The

date can be before the relevant resolution was passed. This Article does not affect the **rights** between past and present **shareholders** to payments or other benefits.

Scrip Dividends

107 Shareholders can be offered the right to receive new shares instead of cash dividends

107 1 The **Board** can offer **Ordinary Shareholders** the right to choose to receive new **Ordinary Shares**, which are credited as fully **paid**, instead of some or all of their cash dividend. Before they can do this, the **shareholders** must have passed an ordinary resolution authorising the **Board** to make this offer.

107 2 The ordinary resolution can apply to some or all of a particular dividend or dividends. Alternatively, it can apply to some or all of the dividends which are declared or **paid** in a specified period. The specified period must not end later than the end of the Annual **General Meeting** which is held in the fifth **year** after the ordinary resolution is passed.

107 3 The **Board** can offer **shareholders** the right to request new shares instead of cash for

- the next dividend, or
- all future dividends (if a share alternative is made available), until they tell **ORTOLAN** that they no longer want to receive new shares.

The **Board** can also allow **shareholders** to choose between these alternatives.

107 4 A **shareholder** choosing new shares is entitled to **Ordinary Shares** whose total relevant value is as near as possible to the cash dividend the **shareholder** would have received (disregarding any tax credit), but not more than it. The **relevant value** of a share is a value worked out in accordance with the ordinary resolution. A certificate or report by the **Auditor** stating the **relevant value** for a dividend is conclusive evidence of that value.

107 5 The **Board** can decide how any costs relating to making new shares available in place of a cash dividend will be met. For example, they can decide that an amount will be deducted from the entitlement of a **shareholder** under Article 107 4.

107 6 After the **Board** have decided to apply this Article to a dividend, they must give eligible **shareholders** written notice of their right to choose new shares. This notice should also say how, where and when **shareholders** must notify **ORTOLAN** if they want to receive new shares. Where **shareholders** have already chosen to receive new shares in place of all future dividends, if new shares are available, **ORTOLAN** will not need to notify them of a right to choose new shares.

107 7 No **shareholder** will receive a fraction of a share. The **Board** can decide how to deal with any fractions left over. For example, they can decide that the benefit of fractions belongs to **ORTOLAN** or that fractions are ignored or dealt with fractions in some other way.

107 8 The **Board** can exclude or restrict the right of **shareholders** to choose new shares or make any other arrangements where they decide that

- this is necessary or appropriate to deal with legal or practical problems
- under the laws of any territory,
- under the requirements of any recognised regulatory body, or stock exchange, in any territory, or
- as a result of shares being represented by American Depositary Shares or Global Depositary Shares or other instruments, or
- it would be impractical or unduly onerous to give the right to any **shareholder** or that for some other reason the right should not be given.

107 9 If a **shareholder** chooses to receive new shares, no dividend on the corresponding **elected shares** will be declared or payable. Instead, new **Ordinary Shares** will be allotted on the

basis stated earlier in this Article. To do this the **Board** will change into capital a sum equal to the total **face value** of the new **Ordinary Shares** to be allotted. They will use this sum to **pay up** in full the appropriate number of new **Ordinary Shares**. These will then be allotted and distributed to the holders of the **elected shares** as stated above. The sum to be changed into capital can be taken from any amount which is part of **ORTOLAN's** reserves (including premiums received when any shares were issued, capital redemption reserves or other undistributable reserves) or which **ORTOLAN** is holding as net profits. Article 126 applies to this process, as far as it is consistent with this Article.

107 10 The new **Ordinary Shares** rank equally in all respects with the existing fully **paid Ordinary Shares** at the time the new **Ordinary Shares** are allotted. They are not entitled to share in the dividend from which they arose and do not allow the holder to choose new shares instead of that dividend.

107 11 Unless the **Board** decide otherwise or the **Regulations** or the rules of a relevant system require otherwise, any new **Ordinary Shares** which a **shareholder** has chosen to receive instead of some or all of their cash dividend will be

- **uncertificated shares** if the corresponding **elected shares** were **uncertificated shares** on the record date for that dividend, and

- **certificated shares** if the corresponding **elected shares** were **certificated shares** on the record date for that dividend.

107 12 The **Board** can decide that new shares will not be available in place of any cash dividend. They can decide this at any time before new shares are allotted in place of a dividend, whether this is before or after **shareholders** have chosen to receive new shares.

107 13 In this Article, **elected shares** means the shares in respect of which the **shareholder** has chosen to receive new shares.

Notices

108 Delivering notices and other documents to shareholders

ORTOLAN can deliver a notice or other document, including a share certificate, to a **shareholder**

- by delivering it by hand to the address recorded for the **shareholder** on the **Register**,
- by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the address recorded for the **shareholder** on the **Register**,
- where the **shareholder** is an employee of **ORTOLAN** or any of its subsidiary undertakings, by sending it through **ORTOLAN's** internal post system in an envelope to the **shareholder's** last known place of work in **ORTOLAN** or any of its subsidiary undertakings,
- by fax (except for share certificates) to a fax number notified by the **shareholder in writing**,
- by **electronic mail** (except for share certificates) to an address notified by the **shareholder in writing**,
- by publishing it (except for share certificates) on a web site or sites and notifying the **shareholder** in the manner agreed with the **shareholder in writing** that it has been published and the address of each web site,
- by a relevant system, or
- by advertisement in at least two **United Kingdom** national newspapers.

An electronic communication will not be treated as received by **ORTOLAN** if it is rejected by computer virus protection arrangements. Articles 108 to 116 do not affect any provision of the **legislation** or the **Articles** requiring notices or documents to be delivered in a particular way.

109 Signature of documents

Where under these **Articles** a document, including a **proxy form**, needs to be signed by a **shareholder** or other **person** and it is in the form of an electronic communication, the **Board** may, if it chooses, disapply the requirement for a signature or require the electronic communication to incorporate the electronic signature or personal identification details (which may be details previously allocated by **ORTOLAN** or its agent) of that member or other **person**, in the form the **Board** approve, or be accompanied by any other evidence the **Board** may specify. **ORTOLAN** can designate mechanisms for validating any document of this kind, and any document not validated by the use of these mechanisms can be treated by the **Board** as never having been received by **ORTOLAN** or its agent.

110 Notices to joint shareholders

When a notice or document is to be sent to joint **shareholders** it must be sent to the joint **shareholder** who is listed first on the **Register** for the share but ignoring a joint **shareholder** without an address in the **United Kingdom** under Article 111. A notice or document sent in this way is treated as delivered to all the joint **shareholders**.

111 Notices to shareholders with foreign addresses or on branch registers

111.1 A **shareholder** whose address on the **Register** is outside the **United Kingdom** can give **ORTOLAN** an address in the **United Kingdom** where notices or documents can be sent. If this is done, the **shareholder** is entitled to have notices or documents sent to them at that address. Otherwise, the **shareholder** is not entitled to receive any notices or documents from **ORTOLAN**.

111.2 For a **shareholder** registered on a branch register, notices or documents can be posted or despatched in the **United Kingdom** or in the country where the branch register is kept.

112 Notices when shareholders have died or are bankrupt or in liquidation

This Article applies where a **person** is registered as a sole or first-named joint **shareholder** but another **person** is **automatically entitled to their shares by law**. The **person** who proves that they are **automatically entitled to the shares by law** to the reasonable satisfaction of the **Board** can give **ORTOLAN** an address in the **United Kingdom** where notices and documents can be sent. If this is done, subject to Article 96.2, notices and documents must be sent to that address. Otherwise, if a notice or document is sent to the **shareholder** named on the **Register** in accordance with the **Articles**, this will be valid even though another **person** is **automatically entitled to their shares by law**. This applies even if **ORTOLAN** was aware of this. If notices or documents are sent in accordance with this Article, there is no need to send them in any other way to any other **people** involved.

113 When notices are delivered

113.1 If a notice or document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the **shareholder**.

113.2 If a notice or document is sent by post or other delivery service not referred to below, it is treated as being delivered

- 24 hours after it was posted, if first class post was used, or
- 72 hours after it was posted or given to delivery agents, if first class post was not used

It can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was

- properly addressed, and
- put into the post system or given to delivery agents with postage or delivery paid

113.3 If a notice or document is sent by **ORTOLAN's** internal post system, it is treated as being delivered on the day after it was sent. It can be proved conclusively that a notice or document was delivered by **ORTOLAN's** internal post system by an entry in **ORTOLAN's** records that it was put into **ORTOLAN's** internal post system.

113 4 If a notice or document (other than a share certificate) is sent by fax, it is treated as being delivered at the time it was sent

113 5 If a notice or document (other than a share certificate) is sent by **electronic mail**, it is treated as being delivered at the time it was sent. In the case of publication on a web site, it is treated as being delivered when notice of the publication and the address of the web site is sent

113 6 If a notice or document is sent by a relevant system, it is treated as being delivered when **ORTOLAN** (or a sponsoring system-participant acting on its behalf) sends the issuer instruction relating to the notice or document

113 7 If a notice is given by an advertisement, it is treated as being delivered at midday on the day when the last advertisement appears in the newspapers

114 Undelivered notices

This Article applies where, on two consecutive occasions, notices or documents sent by post or other delivery service have been returned undelivered. If the **shareholder** gives **ORTOLAN** a new address in the **United Kingdom** where notices or documents can be sent, the **shareholder** is entitled to have notices or documents sent to them at that address. Otherwise, the **shareholder** is not entitled to receive any notices or documents from **ORTOLAN**

115 If notices are accidentally not sent

115 1 If a notice, **proxy form** or other document relating to a meeting or other proceeding is accidentally not sent or is not received, the meeting or other proceeding will not be invalid as a result

115 2 A **shareholder** present in person or by proxy at a **shareholders' meeting** is treated as having received proper notice of that meeting and, where necessary, of the purpose of that meeting

116 Delivering notices and other documents to ORTOLAN

116 1 **Shareholders** can deliver a notice or other document to **ORTOLAN**

- by delivering it by hand to the **Registered Office**,
- by sending it by post or other delivery service not referred to below in an envelope (with postage or delivery paid) to the **Registered Office**,
- by fax to the fax number notified by **ORTOLAN** in its communications to **shareholders** for this purpose, or
- as far as the **legislation** allows, by **electronic mail** to the address notified by **ORTOLAN** in its communications to **shareholders** for this purpose

116 2 If a notice or document is delivered by hand, it is treated as being delivered at the time it is left at the **Registered Office**

116 3 If a notice or document is sent by post or other delivery service not referred to below, it is treated as being delivered at the time it is received at the **Registered Office**

116 4 If a notice or document is sent by fax, it is treated as being delivered at the time it was received

116 5 If a notice or document is sent by **electronic mail**, it is treated as being delivered at the time it was received

116 6 This Article does not affect any provision of the **legislation** or the **Articles** requiring notices or documents to be delivered in a particular way

Auditor

117 Attending General Meetings

The **Auditor** can attend a **General Meeting** and can speak there on any business which is relevant to them as **Auditor**

118 Validity of the Auditor's actions

As far as the **legislation** allows, the actions of a **person** acting as an **Auditor** are valid in favour of a **person** dealing with **ORTOLAN** in good faith, even if there was some defect in that **person's** appointment or that **person** was at any time not qualified to act as an auditor

Secretary

119 Secretary, and deputy and temporary Secretaries

119 1 The **Secretary** is appointed by the **Board**. The **Board** decide the terms and period of the appointment. The **Board** can also remove the **Secretary**. This does not affect any claim for damages against **ORTOLAN** for breach of any contract of employment the **Secretary** may have. The **Board** can appoint two or more **people** to be joint **Secretaries**.

119 2 The **Board** can also appoint one or more **people** to be deputy **Secretaries** or one **person** to be a temporary **Secretary**. The **Board** decide their terms and period of employment. The **Board** can also remove a deputy or temporary **Secretary**. This does not affect any claim for damages against **ORTOLAN** for breach of any contract of employment they may have. Anything which the **Articles** require or allow to be done by the **Secretary** can also be done by a deputy or temporary **Secretary**.

119 3 Anything which the **legislation** or the **Articles** require or allow to be done by or to a director and the **Secretary** cannot be done by or to one **person** acting as both a director and the **Secretary**.

Seals

120 Seal and Securities Seal

120 1 The **Board** are responsible for arranging for the **Seal** and any **Securities Seal** to be kept safely. The **Seal** and any **Securities Seal** can only be used with the authority of the **Board** or a committee authorised by the **Board**. For the purposes of this Article, a committee authorised by the **Board** can consist solely of **people** who are not directors.

120 2 Every document which has the **Seal** stamped on it must be signed autographically by

- one director and the **Secretary**,
- two directors, or
- a **person** who is authorised to do so by the **Board** either generally or in relation to specific documents or documents of specific descriptions.

However, the **Board** can decide that specific documents or documents of specific descriptions can be printed, in any way, with a copy or representation of these signatures. The representation can be made or produced mechanically, electronically or in any other way the **Board** approve. The **Board** can also decide that certificates for securities which have the **Seal** stamped on them do not need to be signed.

120 3 The **Securities Seal** can be used only for sealing securities issued by **ORTOLAN** and documents creating or evidencing securities issued by **ORTOLAN**. Securities and documents which have the **Securities Seal** stamped on them do not need to be signed.

120 4 The **Board** can use all the powers given by the **legislation** relating to official seals for use abroad.

Documents

121 Certifying copies of documents

121 1 A director or the **Secretary** has power to decide that any of the following are genuine and to certify copies of or extracts from them as true copies or extracts

- documents relating to **ORTOLAN's** constitution,
- resolutions passed by the **shareholders** or a class of **shareholders**, or by the **Board** or a **Board** committee, and
- books, documents, records or accounts which relate to **ORTOLAN's** business

The **Board** can also give this power to other **people**

121 2 A document which appears to be a copy of a resolution or an extract from the minutes of a meeting and which is certified as a true copy or extract as described in Article 121 1 is conclusive evidence for a **person** who deals with **ORTOLAN** on the strength of the document that the

- resolution has been properly passed, or
- extract is a true and accurate record of the proceedings of a valid meeting

122 Destroying documents

122 1 **ORTOLAN** can destroy all

- transfer forms for shares, documents sent to support a transfer and any other documents which were the basis for making an entry on the **Register**, six **years** after the date of registration,
- dividend payment instructions and notifications of a change of address or name, two **years** after the date these were recorded, and
- cancelled share certificates, one **year** after the date they were cancelled

122 2 A document destroyed by **ORTOLAN** in accordance with Article 122 1 is conclusively treated as having been valid and effective in accordance with **ORTOLAN's** records relating to the document. Any action of **ORTOLAN** in dealing with the document in accordance with its terms before it was destroyed is conclusively treated as having been properly taken

122 3 Articles 122 1 and 122 2 only apply to documents which are destroyed in good faith and if **ORTOLAN** has not been informed that keeping the documents is relevant to any claim

122 4 If the documents relate to **uncertificated shares**, **ORTOLAN** must also comply with any rules (as defined in the **Regulations**) which limit its ability to destroy these documents

122 5 This Article does not make **ORTOLAN** liable if it

- destroys a document earlier than the time limit stated in Article 122 1,
- does not comply with the conditions in Article 122 3, or
- would not be liable if this Article did not exist

122 6 This Article applies whether a document is destroyed or disposed of in some other way

Indemnity and Insurance

123 Indemnity

As far as the **legislation** allows, every director, **Secretary**, **officer** and employee of **ORTOLAN** will be indemnified by **ORTOLAN** out of its own funds against all costs, charges, losses, expenses and liabilities incurred by them

- in performing their duties,
- in exercising their powers,
- in claiming to do any of these things, and/or
- otherwise in relation to or in connection with their duties, powers or offices

124 Insurance

124 1 In this Article each of the following is a **Relevant Company**

- **ORTOLAN**,
- a holding **company** of **ORTOLAN**,
- a body, whether or not incorporated, in which **ORTOLAN** or its holding **company**, or a predecessor of **ORTOLAN** or its holding **company**, has or had an interest, whether direct or indirect, and
- a body, whether or not incorporated, which is in any way allied to or associated with **ORTOLAN**, or any subsidiary undertaking of **ORTOLAN** or such other body

124 2 As far as the **legislation** allows and without limiting Article 123 in any way, the **Board** can arrange for **ORTOLAN** to purchase and maintain insurance against any liability for or for the benefit of any **people** who are or were at any time directors, **officers** or employees of a **Relevant Company**

Reserves

125 Setting up reserves

The **Board** can set aside any profits of **ORTOLAN** and hold them in a reserve. The **Board** can decide to use these sums for any purpose for which the profits of **ORTOLAN** can lawfully be used. Pending their use, sums held in a reserve can either be used in the business of **ORTOLAN** or invested in any way the **Board** decide. The **Board** can divide the reserve into separate funds for special purposes and change the funds into which the reserve is divided. The **Board** can also carry forward any profits without holding them in a reserve. The **Board** must comply with the restrictions in the **legislation** which relate to reserve funds.

126 Changing reserves into capital

126 1 If the **Board** recommend this, **shareholders** can pass an ordinary resolution to allow the **Board** to change into capital an amount which

- is part of **ORTOLAN's** reserves (including premiums received when any shares were issued, capital redemption reserves or other undistributable reserves), or
- **ORTOLAN** is holding as net profits

126 2 The **Board** will use the sum which is changed into capital by setting it aside for the **Ordinary Shareholders** on the **Register** at the stated time on the day the resolution is passed (or whatever day is stated in the resolution or fixed as stated in the resolution). If no time is stated in the resolution, the close of business applies. The sum set aside must be used to **pay** up in full shares of **ORTOLAN** and to allot such shares and distribute them to **shareholders** as bonus shares in proportion to their holdings of **Ordinary Shares** at the time. The shares can be **Ordinary Shares** or, if the **rights** of other **existing shares** allow this, shares of some other class.

126 3 If a difficulty arises in operating this Article, the **Board** can resolve it in any way which they decide. For example, they can decide that the benefit of fractions of shares belongs to **ORTOLAN** or that fractions are ignored or dealt with fractions in some other way.

126 4 The **Board** can appoint a **person** to sign a contract with **ORTOLAN** on behalf of those who are entitled to shares under the resolution. Such a contract is binding on all concerned.

127 Assets treated as revenue

If the **legislation** allows

- where an asset, business or property is bought by **ORTOLAN** as from a past date, the **Board** can decide that any of the related profits and losses as from that date can be added to **ORTOLAN's** revenue account and treated for all purposes as profits or losses of **ORTOLAN**, and

- where any securities are bought by **ORTOLAN** with any dividend or interest, the **Board** can decide that the dividend or interest can be treated as revenue rather than capital

Accounts

128 Accounting records

The **Board** must make sure that accounting records which comply with the **legislation** are kept

129 Location and inspection of records

129 1 The accounting records must be kept at

- the **Registered Office**, or
- any other place which the **legislation** allows and the **Board** decides

129 2 **ORTOLAN's officers** always have the right to inspect the accounting records 129 3 No other **person** (including a **shareholder**) has a right to inspect any accounting records or other books or papers of **ORTOLAN** unless the

- **legislation** or a Court order gives that **person** the right,
- **Board** authorise that **person** to do so, or
- **shareholders** pass an ordinary resolution authorising that **person** to do so

130 Sending copies of accounts and other documents

130 1 This Article applies to every balance sheet and profit and loss account to be put to the **shareholders** at a **General Meeting**, reports of the **Board** and **Auditor**, and any other documents which the **legislation** requires to be attached to them

130 2 Copies of these documents must be sent to the **shareholders** and **debenture holders** and all other **people** to whom the **legislation** or the **Articles** require **ORTOLAN** to send notices of **shareholders' meetings** This must be done at least 21 days before the relevant **General Meeting** But **ORTOLAN** need not send these documents to

- **shareholders** who are sent summary financial statements in accordance with the **legislation**,
- more than one joint **shareholder** or **debenture holder**, or
- a **person** for whom **ORTOLAN** does not have a current address

As far as the **legislation** allows, copies can be sent by electronic communication **Shareholders** and **debenture holders** who are not sent copies can receive a copy free of charge by applying to **ORTOLAN** at the **Registered Office**

Winding Up

131 Distribution in kind

If **ORTOLAN** is wound up (whether the liquidation is voluntary, under supervision of the Court or by the Court) the liquidator can, with the authority of an extraordinary resolution passed by the **shareholders**, divide among the **shareholders** all or any part of the assets of **ORTOLAN** This applies whether the assets consist of property of one kind or different kinds For this purpose, the liquidator can place whatever value the liquidator considers fair on any property and decide how the division is carried out between **shareholders** or different groups of **shareholders** The liquidator can also, with the same authority, transfer any assets to trustees upon any trusts for the benefit of **shareholders** which the liquidator decides The liquidation of **ORTOLAN** can then be finalised and **ORTOLAN** dissolved No past or present **shareholder** can be compelled to accept any shares or other property under this Article which could give them a liability

Interpretation

132 Meaning of certain words and phrases used in the Articles

132 1 The following list gives the meaning of certain words and phrases as they are used in the **Articles**. However, the meaning given in the table does not apply if that is inconsistent with the context in which a word or phrase appears

Articles: ORTOLAN's articles of association, including any changes made to them

Auditor: The auditor of ORTOLAN and, where two or more **people** are appointed to act jointly, any one of them

Board: All or any of the directors of ORTOLAN acting as a board

ORTOLAN: ORTOLAN Group plc

business day: A day (excluding Saturdays, Sundays and public holidays) on which banks are open for business in the City of London

Companies Act: The Companies Act 1985

Company: A corporate body

electronic mail: Includes any electronic transmission in any form through any medium, and, without limitation, any form of electronic communication

existing shares: Shares which are in issue at the relevant time

face value (of a share): The nominal value of the share

General Meeting: A meeting of **shareholders** held in accordance with the **Articles**

Legislation: The **Companies Act**, the **Regulations** and all other laws and regulations applying to ORTOLAN

Month: Calendar month

Officer: Includes a director, manager and company secretary but does not include an **Auditor**

ordinary business: All the following business (if it takes place at an Annual General Meeting)

- declaring and approving dividends,
- considering the accounts, reports of the **Board** and **Auditor** and any other documents which the **legislation** requires to be attached to them,
- electing directors in place of those retiring for any reason (whether by rotation or not), and
- appointing the **Auditor** (when special notice of the resolution for the appointment is not required by the **legislation**) and deciding either the remuneration that the **Auditor** will be **paid** or the way in which this remuneration will be decided

Ordinary Shareholders: Holders of **Ordinary Shares**

Ordinary Shares ORTOLAN's ordinary shares of 1p each

paid-up (share or other security): Includes a share or other security which is treated (credited) as paid-up

pay: Includes any kind of reward or payment for services

person or people: Includes **companies** and unincorporated associations

proxy form: Includes any document or electronic communication which appoints a proxy

recognised clearing house: A clearing house recognised under the Financial Services Act 1986

recognised investment exchange: An investment exchange recognised under the Financial Services Act 1986

Register: ORTOLAN's register of **shareholders**

Registered Office: ORTOLAN's registered office

Regulations: The Uncertificated Securities Regulations 1995

rights (of a share): The rights attached to the share when it is issued, or afterwards

Seal: ORTOLAN's common seal or **Securities Seal**

Secretary. A **person** appointed by the **Board** to do work as the company secretary, including an assistant (who does not need to be appointed by the **Board** under Article 119), deputy or temporary company secretary Where two or more **people** are appointed to act jointly, it includes any one of them

Securities Seal: An official seal kept by **ORTOLAN** under section 40 of the **Companies Act**

Shareholders: Holders of **ORTOLAN's** shares

shareholders' meeting: A **General Meeting** of **ORTOLAN** or a meeting of a class of holders of **ORTOLAN's** shares

special business: All business at **General Meetings** except for **ordinary business**

United Kingdom. Great Britain and Northern Ireland

written or in writing. In writing, or any way of representing or copying words legibly so that they are permanent, or using electronic communications

year: Calendar year

132 2 The singular includes the plural, and the other way around

132 3 When an Act is referred to this includes an amendment to the Act as well as its inclusion in a later Act This principle of interpretation also applies to other kinds of **legislation**

132 4 A word which is defined in the **Companies Act** or the **Regulations** means the same in the **Articles**, unless the **Articles** define it differently, or the way in which the word is used is inconsistent with the definition in the **Companies Act** or the **Regulations**

132 5 Where the **legislation** or the **Articles** say that something can be done by passing an ordinary resolution, this can also be done by passing a special resolution or an extraordinary resolution

132 6 A **person** who is **automatically entitled to a share by law** includes a **person** who is entitled to the share as a result of the death or bankruptcy of a **shareholder**

132 7 Where the **Articles** refer to **certificated shares**, this means that ownership of the shares can be transferred using a **written** transfer document (rather than in accordance with the **Regulations**) and that a share certificate is usually issued to the owner



132 8 Where the **Articles** refer to **clear days** the number of days does not include the two days between which the interval is measured For example, if notice is required to be given a number of **clear days** before a meeting, neither the date notice is delivered, or treated as being delivered, nor the date of the meeting is taken into account

132 9 A **debenture** includes debenture stock and a **debenture holder** includes a debenture stockholder

132 10 Where the **Articles** refer to a document being **made effective** this means being signed, sealed or executed in some other legally valid way

132 11 Where the **Articles** refer to a **show of hands**, a **shareholder** may vote in person at a meeting (including by electronic means or electronic communications or any other method which the **Board** approves)

132 12 Where the **Articles** refer to **uncertificated shares**, this means that ownership of the shares can be transferred in accordance with the **Regulations** without using a **written** transfer document and that no share certificate is issued to the owner

Name and Address of Subscribers	
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Dated 5th September 2007

Witness to the above Signatures R. Benson

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