

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
SHARKEY (SE) LIMITED

Registered Number 8457614

(Adopted by written resolution on 27 April 2015)

(Amended by written resolution on 25 September 2019)

THURSDAY



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RM 28/11/2019 #273
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PART 1 - INTERPRETATION AND LIMITATION OF LIABILITY

1 Definitions and interpretation

1.1 In the Articles, unless the context requires otherwise

1.1.1 "A Shares" means A ordinary shares of £0.10 each in the capital of the Company,

1.1.2 "A Shareholder" means a person who is the Holder of A Share(s),

1.1.3 "Act" means the Companies Act 2006,

1.1.4 "Alternate" or "Alternate Director" has the meaning given in article 22,

1.1.5 "Appointor" has the meaning given in article 22,

1.1.6 "Articles" means the company's articles of association,

1.1.7 "B Shares" means B ordinary shares of £0.10 each in the capital of the Company,

1.1.8 "B Shareholder" means a person who is the Holder of B Share(s),

1.1.9 "Bad Leaver" means an individual, being a Shareholder, who is not a Good Leaver,

1.1.10 "Bankruptcy" includes individual insolvency proceedings in a jurisdiction other than Scotland which have an effect similar to that of bankruptcy,

1.1.11 "Chairman" has the meaning given in article 12,

1.1.12 "Chairman of the Meeting" has the meaning given in article 47.3,

1.1.13 "Clear Days" means the period of the length specified in the Articles excluding the day of the meeting and the day on which the notice is given. Where the notice is sent by post to an address in the United Kingdom, and the company can show that it was properly addressed, pre-paid and posted, notice is deemed to have been given to the intended recipient 48 hours after it was posted,

1.1.14 "Companies Acts" means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the company,

1.1.15 "Company" or "company" means Sharkey (SE) Limited, company number 8457614,

1.1.16 "Company's Lien" has the meaning given in article 30,

1.1.17 "Director" means a director of the company and includes any person occupying the position of director, by whatever name called,

- 1 1 18 "Distribution Recipient" has the meaning given in article 37 2,
- 1 1 19 "Document" includes, unless otherwise specified, any document sent or supplied in *Electronic Form*,
- 1 1 20 "Electronic Form" means, in relation to the sending or supply of a document or information, the sending or supply by electronic means (such as by e-mail or fax) or by any other means while in an electronic form (such as sending a disk by post),
- 1 1 21 "Eligible Director" means a Director who would be entitled to vote on the matter at a meeting of Directors, but excluding any Director whose vote is not to be counted in respect of the particular matter,
- 1 1 22 "Expert" means the chartered accountant appointed in accordance with clause 32 3 (at all times acting as expert and not as arbitrator),
- 1 1 23 "Fair Value" is as defined in Article 32 3,
- 1 1 24 "Fully Paid" in relation to a Share means that the nominal value and any premium to be paid to the company in respect of that Share have been Paid to the company,
- 1 1 25 "Good Leaver" means an individual, being a Shareholder, who ceases to be an employee and/or Director of the Company -
- (a) as a result of his death, permanent incapacity due to ill health which is sufficiently serious to prevent him from carrying out his normal duties (as certified by a general medical practitioner) or retirement at the Company's normal retirement age, or
 - (b) whose contract of employment is terminated by mutual agreement or by the Company other than for cause, or
 - (c) who does not fall within categories (a) or (b) above but is determined by the Board to be a Good Leaver
- 1 1 26 "Group Undertaking" has the meaning given in section 1161(5) of the Act,
- 1 1 27 "Holder" in relation to Shares means the person whose name is entered in the register of members as the holder of the Shares,
- 1 1 28 "Holding Company" has the meaning given to holding company in section 1159 of the Act,
- 1 1 29 "Instrument" means a document in paper copy or similar form capable of being read,
- 1 1 30 "Lien Enforcement Notice" has the meaning given in article 31,

- 1 1 31 "Ordinary Resolution" has the meaning given in section 282 of the Act,
- 1 1 32 "Paid" means paid or credited as paid,
- 1 1 33 "Participate", in relation to a Directors' meeting, has the meaning given in article 10 and "Participating" shall be construed accordingly,
- 1 1 34 "Proxy Notice" has the meaning given in article 53,
- 1 1 35 "SGL" means Sharkey (Group) Limited, a company incorporated and registered in Scotland with company number SC471067 and any Holding Company or Subsidiary of that company which is the Holder of Shares from time to time,
- 1 1 36 "Share" or "Shares" means a share or shares in the company,
- 1 1 37 "Shareholder" means a person who is the Holder of a Share,
- 1 1 38 "Special Resolution" has the meaning given in section 283 of the Act,
- 1 1 39 "Subsidiary" has the meaning given to subsidiary in section 1159 of the Act,
- 1 1 40 "Transmitted" means a person entitled to a Share by reason of the death or Bankruptcy of a Shareholder or otherwise by operation of law, and
- 1 1 41 "Voting Rights" means the aggregate number of voting rights available to the Holders in respect of the issued Shares, but for the purposes of article 32 1, excluding any voting rights and Shares held by the Vendor,
- 1 1 42 "Writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise

1 2 Unless the context otherwise requires -

- 1 2 1 other words or expressions contained in the Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the company, and
- 1 2 2 words in the singular include the plural and in the plural include the singular, and
- 1 2 3 a reference to one gender includes a reference to the other gender

1 3 These Articles apply instead, and to the exclusion, of the model articles for private companies limited by shares set out in schedule 1 of The Companies (Model Articles) Regulations 2008

2 Liability of members

The liability of the members is limited to the amount, if any, unpaid on the Shares held by them

PART 2 - DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3 Directors' general authority and power to change name

3 1 Subject to the Articles, the Directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company

3 2 Subject to the Articles, the Directors have the power to change the company's name

4 Shareholders' reserve power

4 1 The Shareholders may, by Ordinary Resolution, direct the Directors to take, or refrain from taking, specified action

4 2 No such Ordinary Resolution invalidates anything which the Directors have done before the passing of the resolution

5 Directors may delegate

5 1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles -

5 1 1 to such person or committee,

5 1 2 by such means (including by power of attorney),

5 1 3 to such an extent,

5 1 4 in relation to such matters or territories, and

5 1 5 on such terms and conditions

as they think fit

5 2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated

5 3 The Directors may revoke any delegation, in whole or part, or alter its terms and conditions

6 Committees

6 1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors

- 6 2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them

DECISION MAKING BY DIRECTORS

7 Directors to take decisions collectively

- 7 1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with article 8

7 2 If -

7 2 1 the company only has one Director for the time being, and

7 2 2 no provision of the Articles requires it to have more than one Director

the general rule does not apply, and the Director may (for so long as he remains the sole Director) take decisions without regard to the other provisions of articles 7 to 16 inclusive (but with the benefit of article 14 3)

8 Unanimous decisions

- 8 1 A decision of the Directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter

8 2 Such a decision may take the form of a resolution in Writing where each Eligible Director has signed one or more copies of it or to which each Eligible Director has otherwise indicated agreement in Writing

8 3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting

9 Calling a Directors' meeting

- 9 1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice

9 2 Notice of any Directors' meeting must indicate -

9 2 1 its proposed date and time,

9 2 2 where it is to take place, and

9 2 3 if it is anticipated that Directors Participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting

- 9 3 Notice of a Directors' meeting must be given to each Director, but need not be in Writing
- 9 4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

10 Participation in Directors' meetings

- 10 1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting ("Participate"), when -
- 10 1 1 the meeting has been called and takes place in accordance with the Articles, and
- 10 1 2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- 10 2 In determining whether Directors are Participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other
- 10 3 If all the Directors Participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

11 Quorum for Directors' meetings

- 11 1 At a Directors' meeting, unless a quorum is Participating, no proposal is to be voted on except a proposal to call another meeting
- 11 2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but where the company has two or more Directors it must never be less than two and unless otherwise fixed it is two
- 11 3 For the purposes of any meeting (or part of a meeting) held pursuant to article 17 to authorise a Director's conflict, if there is only one Eligible Director in office other than the Interested Directors (as defined in that article), the quorum for such meeting (or part of a meeting) shall be one Eligible Director
- 11 4 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision -
- 11 4 1 to appoint further Directors, or
- 11 4 2 to call a general meeting so as to enable the Shareholders to appoint further Directors

12 Chairing of Directors' meetings

- 12 1 The Directors may appoint a Director to chair their meetings

- 12 2 The person so appointed for the time being is known as the Chairman
- 12 3 The Directors may terminate the Chairman's appointment at any time
- 12 4 If the Chairman is not Participating in a Directors' meeting within ten minutes of the time at which it was to start, the Participating Directors must appoint one of themselves to chair it
- 13 Casting vote
- 13 1 If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting shall not have a casting vote
- 14 Directors' conflicts of interest in transactions or arrangements
- 14 1 If a proposed decision of the Directors is concerned with an existing or proposed transaction or arrangement with the company in which a Director is interested (whether directly or indirectly), that Director shall disclose the nature and extent of that interest to the other Directors in accordance with sections 177 or 182 of the Act as applicable
- 14 2 A Director who has complied with article 14 1 -
- 14 2 1 is to be counted as Participating in the decision-making process for quorum and voting purposes (*this includes any Directors' meeting or part of a Directors' meeting*),
- 14 2 2 may be a party to, or otherwise interested in, any transaction or arrangement
- 14 2 2 1 with the company,
- 14 2 2 2 with any Group Undertaking or with any other body corporate in which the company is otherwise interested, or
- 14 2 2 3 in which the company is otherwise interested, directly or indirectly,
- 14 2 3 may be a director or other officer of, or employed by, or otherwise interested in, any Group Undertaking or in any other body corporate in which the company is otherwise interested, and
- 14 2 4 shall not, save as he otherwise may agree, be accountable to the company for any remuneration or other benefit which he (*or a person connected with him as defined in section 252 of the Act*) derives from any of the matters described in articles 14 2 2 and 14 2 3 *No such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act*
- 14 3 Where article 7 2 applies, the sole Director of the company is authorised in terms of articles 14 2 2 to 14 2 4 and shall be deemed to have complied with article 14 1

15 Minutes of meetings

The Directors shall ensure that the company records minutes of proceedings at any Directors' meetings and that such records are kept for at least 10 years from the date of the relevant meeting

16 Directors' discretion to make further rules

Subject to the Articles, and provided it does not conflict with the Articles, the Directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Directors

DIRECTORS' SITUATIONAL CONFLICTS OF INTEREST

17 Board authorisation of situational conflicts

17 1 For the purposes of section 175 of the Act, the Directors shall have the power to authorise any matter which would or might otherwise constitute or give rise to a breach of the duty of a Director under that section to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company

17 2 Authorisation of a matter under this article shall be effective only if -

17 2 1 the matter in question shall have been proposed in Writing for consideration by the Directors in accordance with the board's normal procedures or in such other manner as the Directors may approve,

17 2 2 where the matter is to be considered at a Directors' meeting, any requirement as to the quorum at such meeting is met without counting the Director in question and any other interested Director (together "Interested Directors"), and

17 2 3 the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted

17 3 Any authorisation of a matter under this article (whether at the time of giving the authorisation or subsequently) may -

17 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,

17 3 2 be for such duration and subject to such terms, conditions or limitations as the Directors may determine (including, without limitation, as to the Director's entitlement to receive information on the matter, and his entitlement to Participate in any subsequent decision-making process relating to the matter), and

17 3 3 be varied or terminated by the Directors at any time

17 4 In authorising a matter under this article, the Directors may decide that if a Director has obtained any information through his involvement in the matter otherwise than as a Director of the company and in respect of which he owes a duty of confidentiality to another person, then the Director is under no obligation to -

17 4 1 disclose such information to all or any of the Directors or other officer or employee of the company, or

17 4 2 use or apply any such information in performing his duties as a Director

where to do so would amount to a breach of that confidence

17 5 Where the Directors authorise a matter under this article, the Director will -

17 5 1 conduct himself in accordance with any terms imposed by the Directors in relation to the matter, and

17 5 2 not infringe any duty he owes to the company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, conditions and limitations (if any) which the Directors have imposed in respect of its authorisation

17 6 A Director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director) to account to the company for any remuneration, profit or other benefit which he (or a person connected with him as defined in section 252 of the Act) derives from or in connection with any matter authorised -

17 6 1 by the Directors under this article, or

17 6 2 by the company in general meeting

subject in each case to any terms, limits or conditions attaching to that authorisation. Any contract, transaction or arrangement relating thereto shall not be liable to be avoided on such grounds

APPOINTMENT OF DIRECTORS

18 Methods of appointing Directors

18 1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a Director -

18 1 1 by Ordinary Resolution, or

18 1 2 by a decision of the Directors

18 2 In any case where, as a result of death, the company has no Shareholders and no Directors, the personal representatives of the last Shareholder to have died have the right, by notice in Writing, to appoint a person to be a Director

19 Termination of Director's appointment

19 1 A person ceases to be a Director as soon as -

- 19 1 1 that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law,
- 19 1 2 a Bankruptcy order is made against that person,
- 19 1 3 a composition is made with that person's creditors generally in satisfaction of that person's debts,
- 19 1 4 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months, or
- 19 1 5 notification is received by the company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms

20 Directors' remuneration

20 1 Directors may undertake any services for the company that the Directors decide

20 2 Directors are entitled to such remuneration as the Directors determine -

- 20 2 1 for their services to the company as Directors, and
- 20 2 2 for any other service which they undertake for the company

20 3 Subject to the Articles, a Director's remuneration may -

- 20 3 1 take any form, and
- 20 3 2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director

20 4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day

21 Directors' and secretary's expenses

21 1 The company may pay any reasonable expenses which the Directors and the secretary (if any) properly incur in connection with their attendance at -

- 21 1 1 meetings of Directors or committees of Directors,
- 21 1 2 general meetings, or

21 1 3 separate meetings of the Holders of any class of Shares or holders of debentures of the company

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company

ALTERNATE DIRECTORS

22 Appointment and removal of Alternates

22 1 Any Director (the "Appointor") may appoint as an alternate any other Director, or any other person approved by resolution of the Directors ("Alternate"), to -

22 1 1 exercise that Director's powers, and

22 1 2 carry out that Director's responsibilities

in relation to the taking of decisions by the Directors in the absence of the Alternate's Appointor

22 2 Any appointment or removal of an Alternate must be effected by notice in Writing to the company signed by the Appointor, or in any other manner approved by the Directors

22 3 The notice must -

22 3 1 identify the proposed Alternate, and

22 3 2 in the case of a notice of appointment, contain a statement signed by the proposed Alternate that the proposed Alternate is willing to act as the alternate of the Director giving the notice

23 Rights and responsibilities of Alternate Directors

23 1 An Alternate Director may act as alternate to more than one Director and has the same rights in relation to any decision of the Directors as the Alternate's Appointor

23 2 Except as the Articles specify otherwise, Alternate Directors -

23 2 1 are deemed for all purposes to be Directors,

23 2 2 are liable for their own acts and omissions,

23 2 3 are subject to the same restrictions as their Appointors, and

23 2 4 are not deemed to be agents of or for their Appointors

and in particular each Alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a member

23 3 A person who is an Alternate Director but not a Director -

23 3 1 may be counted as Participating for the purposes of determining whether a quorum is Participating (but only if that person's Appointor is not Participating), and

23 3 2 may participate in a unanimous decision of the Directors provided his Appointor is an Eligible Director in relation to that decision but does not participate

No Alternate may be counted as more than one Director for such purposes

23 4 A Director who is also an Alternate Director -

23 4 1 is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor in addition to his own vote on any decision of the Directors (provided that his Appointor is an Eligible Director in relation to that decision), and

23 4 2 shall only count once for the purpose of reckoning whether a quorum is present at any Directors' meeting attended by him at which he is entitled to vote

23 5 An Alternate Director is not entitled to receive any remuneration from the company for serving as an Alternate Director except such part of the Alternate's Appointor's remuneration as the Appointor may direct by notice in Writing made to the company

23 6 In determining the minimum and (if any) the maximum number of Directors, no account shall be taken of any Alternate Directors appointed from time to time

24 Termination of Alternate Directorship

24 1 An Alternate Director's appointment as an Alternate terminates -

24 1 1 when the Alternate's Appointor revokes the appointment by notice to the company in Writing specifying when it is to terminate,

24 1 2 on the occurrence in relation to the Alternate of any event which, if it occurred in relation to the Alternate's Appointor, would result in the termination of the Appointor's appointment as a Director,

24 1 3 on the death of the Alternate's Appointor, or

24 1 4 when the Alternate's Appointor's appointment as a Director terminates, except that an Alternate's appointment as an alternate does not terminate when the Appointor vacates his office at a general meeting and is then re-appointed as a Director at the same general meeting

PART 3 - SHARES AND DISTRIBUTIONS

SHARES

25 All Shares to be Fully Paid up

25 1 No Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue

25 2 This does not apply to Shares taken on the formation of the company by the subscribers to the company's memorandum

26 Powers to issue different classes of Share

26 1 Subject to Article 36 8, the A Shares and the B Shares shall constitute two classes of Shares but shall rank *pari passu* in all other respects

26 2 Subject to the Articles, but without prejudice to the rights attached to any existing Share, the company may issue Shares with such rights or restrictions as may be determined by Ordinary Resolution

26 3 The company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the company or the Holder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares

27 Trusts

27 1 The company shall be entitled, but shall not be bound, to accept and, in case of acceptance, shall be entitled to record in such manner as it may think fit, notices of any trusts in respect of any of the Shares. Notwithstanding any such acceptance and/or the making of any such record, the company shall not be bound to see to the execution, administration or observance of any trust, whether expressed, implied or constructive in respect of any Shares, and shall be entitled to recognise and give effect to the acts and deeds of the Holders of such Shares as if they were absolute owners thereof. For the purpose of this article, "trust" includes any right in respect of any Shares other than an absolute right thereto in the Holder thereof for the time being or such other rights in case of transmission of Shares as are set out in the Articles

28 Share certificates

28 1 The company shall issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds

28 2 Every certificate must specify—

28 2 1 in respect of how many Shares, of what class, it is issued,

28 2 2 the nominal value of those Shares,

28 2 3 that the Shares are Fully Paid, and

28 2 4 any distinguishing numbers assigned to them

28 3 No certificate may be issued in respect of Shares of more than one class

28 4 If more than one person holds a Share, only one certificate may be issued in respect of it

28 5 Certificates must be executed in accordance with the Companies Acts

29 Replacement Share certificates

29 1 If a certificate issued in respect of a Shareholder's Shares is -

29 1 1 damaged or defaced, or

29 1 2 said to be lost, stolen or destroyed

that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares

29 2 A Shareholder exercising the right to be issued with such a replacement certificate -

29 2 1 may at the same time exercise the right to be issued with a single certificate or separate certificates,

29 2 2 must return the certificate which is to be replaced to the company if it is damaged or defaced, and

29 2 3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide

30 Company's Lien

30 1 The company has a lien ("Company's Lien") over every Share which is registered in the name of any person indebted or under any liability to the company, whether he is the sole registered Holder of the Share or one of several joint Holders, for all monies payable by him (either alone or jointly with any other person) to the company, whether payable immediately or at some time in the future

30 2 The Company's Lien over a Share -

30 2 1 takes priority over any third party's interest in that Share, and

30 2 2 extends to any dividend or other money payable by the company in respect of that Share and (if the lien is enforced and the Share is sold by the company) the proceeds of sale of that Share

30 3 The Directors may at any time decide that a Share which is or would otherwise be subject to the Company's Lien shall not be subject to it, either wholly or in part

31 Enforcement of the Company's Lien

31 1 Subject to the provisions of this article, if -

31 1 1 a Lien Enforcement Notice has been given in respect of a Share, and

31 1 2 the person to whom the notice was given has failed to comply with it

the company may sell that Share in such manner as the Directors decide

31 2 A Lien Enforcement Notice -

31 2 1 may only be given in respect of a Share which is subject to the Company's Lien if a sum in respect of which the lien exists is payable and the due date for payment of that sum has passed,

31 2 2 must specify the Share concerned,

31 2 3 must require payment of the sum payable within 14 days of the notice,

31 2 4 must be addressed either to the Holder of the Share or to a person entitled to it by reason of the Holder's death, Bankruptcy or otherwise, and

31 2 5 must state the company's intention to sell the Share if the notice is not complied with

31 3 Where Shares are sold under this article -

31 3 1 the Directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser, and

31 3 2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale

31 4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied -

31 4 1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice,

31 4 2 second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's Lien for any money payable (whether immediately or at

some time in the future) as existed upon the Shares before the sale in respect of all the Shares registered in the name of such person after the date of the Lien Enforcement Notice

31 5 A statutory declaration by a Director or the company secretary (if any) that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date -

31 5 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and

31 5 2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share

32 Share transfers

32 1 Save as otherwise provided in these Articles or agreed in writing by the holders of no less than 75% of the Voting Rights, any Shareholder who desires to transfer any Share or Shares (hereinafter called the "Vendor") shall give to the Company notice in writing of such desire specifying the number of Shares and the proposed price thereof (hereinafter called a "Transfer Notice") Subject as hereinafter mentioned a Transfer Notice shall constitute the Company the Vendor's agent for the sale of the Share or Shares specified therein (hereinafter called the "Sale Shares") in terms of this article 32

32 2 The price for the Sale Shares ("Sale Price") shall be

32 2 1 in respect of any Shares where the Vendor is neither a Good Leaver or a Bad Leaver, the Fair Value,

32 2 2 in respect of any Shares where the Vendor is a Good Leaver, the Fair Value, and

32 2 3 in respect of any Shares where the Vendor is a Bad Leaver, the lower of -

32 2 3 1 Fair Value, and

32 2 3 2 Fair Value with any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent or for the rights or restrictions applying to the Sale Shares,

32 3 The Fair Value is the price for the Sale Shares as agreed between the Vendor and the Directors but should the Vendor and the Directors be unable to agree a price, it will be the price which a chartered accountant (acting as an expert and not as an arbiter), nominated by agreement between the Vendor and the Directors or in default of such agreement as nominated by the President for the time being of the Institute of Chartered Accountants of England (Expert), shall certify to be, in his opinion, the fair value of the relevant Sale Shares In reaching his opinion, the Expert shall base the price per share on the following bases and assumptions

32 3 1 valuing each of the Sale Shares as a proportion of the total value of all the issued shares in the capital of the Company without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent or for the rights or restrictions applying to the Sale Shares,

32 3 2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so,

32 3 3 the sale is to be on arms' length terms between a willing seller and a willing buyer,

32 3 4 the Sale Shares are sold free of all encumbrances, and

32 3 5 the sale is taking place on the date the chartered accountant was requested to determine the Fair Value, and

the Vendor and the Company shall be entitled to make submissions to the Expert and shall provide all such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision, subject to the Expert agreeing to give confidentiality undertakings as the Company may reasonable require, and

the Expert's written determination of the Fair Value shall be final and binding on the parties in the absence of manifest error or fraud

32 4 If an Expert is asked to certify the fair value his certificate shall be delivered to the Company and the Company or any one Director shall furnish a certified copy thereof, within seven days of receipt, to the Vendor and the Vendor shall be entitled (save in respect of deemed Transfer Notices pursuant to articles 32 13 or 33 2) by notice in writing given to the Company within ten days of the service upon him of the certified copy to cancel the Company's authority to sell the Sale Shares but a Transfer Notice shall not be otherwise revocable except with the sanction of the Directors. The cost of obtaining the certificate from the chartered accountant shall be borne equally between the Company and the Vendor unless the Vendor shall give notice of cancellation as aforesaid in which case the Vendor shall bear the whole cost

32 5 Upon the price being fixed as aforesaid, and provided the Vendor shall not give notice of cancellation as aforesaid, the Company (acting by its Directors) shall have a period of 21 days to determine whether to purchase the Sale Shares or any of them and can confirm that it wishes to do so by notice in writing to the Vendor

32 6 If the Company gives notice in terms of article 32 5 that it wishes to purchase any of the Sale Shares, the Vendor shall be bound, upon payment of the sale price due in respect of such Sale Shares, to transfer such Sale Shares to the Company. Should the Company wish to purchase the Sale Shares or any of them and can lawfully do so (subject to Shareholder consent, if required), the Shareholders shall take such action as may be required (including the passing of resolutions) to enable the Company to so lawfully purchase the relevant Sale Shares. If the Company wishes to purchase all or any of the Sale Shares, the Vendor will be bound, upon payment of the Sale

Price, to transfer such Sale Shares to the Company and to enter into such documents as may be reasonably required by the Company (including a stock transfer form and a buy back agreement) in connection with such transfer

- 32 7 Should there be any Sale Shares remaining following expiry of the period referred to in article 32 5, the Company shall forthwith offer such Sale Shares to the A Shareholders (other than the Vendor or the holder of any shares subject to a Transfer Notice at that time), as nearly as may be in proportion to the number of Shares held by them respectively giving details of the number and price (as provided for in article 32 2) of such Sale Shares. The Company shall invite each of the A Shareholders to state in writing within 21 days from the date of the notice whether they are willing to purchase any of the Sale Shares so offered to them and, if so, the maximum number thereof which they are willing to purchase
- 32 8 Should there be any Sale Shares remaining following expiry of the period referred to in article 32 7, the Company shall forthwith offer such Sale Shares to the B Shareholders (other than the Vendor or the holder of any shares subject to a Transfer Notice at that time) as nearly as may be in proportion to the number of Shares held by them respectively giving details of the number and price (as provided for in article 32 2) of such Sale Shares. The Company shall invite each of the B Shareholders to state in writing within 21 days from the date of the notice whether they are willing to purchase any of the Sale Shares so offered to them and, if so, the maximum number thereof which they are willing to purchase
- 32 9 For the purposes of articles 32 7 and 32 8, an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. An offer under articles 32 7 and 32 8 shall further invite each relevant Shareholder to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase. Should there be any Sale Shares remaining, the Sale Shares shall be used to satisfy the additional claims for Shares as nearly as may be in proportion to the number of Shares already held by them respectively, provided that no Shareholder shall be obliged to take more Shares than he shall have applied for. If any Sale Shares shall not be capable, without fractions, of being offered to the relevant Shareholder in proportion to their existing holdings, the same shall be offered to the relevant Shareholder, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the directors may think fit having regard to the foregoing provisions of this article
- 32 10 If a Shareholder or Shareholders wishing to purchase all or any of the Sale Shares ("purchasing members") are found within the appropriate periods in accordance with the foregoing provisions of this article 32, the Company shall not later than 7 days after expiry of such appropriate periods give notice in writing to the Vendor specifying the purchasing members and the Vendor shall be bound, upon payment of the Sale Price due in respect of all or any of the Sale Shares so to be transferred, to transfer the shares to the appropriate purchasing members
- 32 11 If, in any case, the Vendor, after having become bound as aforesaid, makes default in transferring any shares, the Company may receive the purchase monies on his behalf and may authorise

some person to execute a transfer of such shares and any other relevant documents in favour of the purchasing members or the Company, as appropriate. The receipt by the Company of the purchase monies shall be a good discharge to the purchasing members. The Company shall pay such monies for the Sale Shares into a separate bank account or send a cheque in respect of the same to the Vendor.

- 32.12 If the Company is not, and the Company has not found a Shareholder, willing to purchase all of the Sale Shares pursuant to the foregoing provisions of this article, the Vendor shall at any time within three months after the expiry of the period referred to in article 32.8 be at liberty to sell and transfer such of the Sale Shares as have not been so sold to any person at a price being not less than the Sale Price.

Compulsory Transfers

- 32.13 Upon the happening of any of the following events -

- 32.13.1 in respect of a Shareholder being an individual, such Shareholder being adjudicated bankrupt or making any arrangement or composition with his creditors generally,
- 32.13.2 in respect of a Shareholder being an individual, such Shareholder becoming of unsound mind or a patient for the purpose of any statute relating to mental health or otherwise mentally incapacitated,
- 32.13.3 in respect of a Shareholder being an individual, an order being made by a court having jurisdiction (whether in the United Kingdom or otherwise) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs,
- 32.13.4 in respect of a Shareholder being an individual, such Shareholder ceasing to be an employee for whatever reason,
- 32.13.5 in respect of a Shareholder being an individual, such Shareholder ceasing to be a Director for whatever reason,
- 32.13.6 in respect of a Shareholder being a body corporate
 - 32.13.6.1 the passing of a resolution for the liquidation of the shareholder other than a solvent liquidation for the purpose of the reconstruction or amalgamation of SGL in which a new company assumes (and is capable of assuming) all the obligations of SGL, or
 - 32.13.6.2 the issue at court by any competent person of a notice of intention to appoint an administrator to the shareholder, a notice of appointment of an administrator to the shareholder or an application for an administration order in respect of the shareholder, or

- 32 13 6 3 the appointment of a receiver, administrative receiver or manager in respect of the whole or a substantial part of the assets or undertaking of the shareholder, or
- 32 13 6 4 the shareholder being unable to pay its debts as they fall due for the purposes of section 123 of the Insolvency Act 1986, or
- 32 13 6 5 in the case of the events set out in paragraphs 32 13 6 1 to 32 13 6 7 above (inclusive), any competent person taking any analogous step in any jurisdiction, including but not limited to Scotland, in which the shareholder carries on business,

the Shareholder in question shall be deemed to have immediately given a Transfer Notice in terms of Article 32 1 in respect of all Shares held by them, save for where the Board determines that a Transfer Notice shall not be deemed served on all (or part) of the Shares held by them as a result of the happening of any of the events listed in articles 32.13.4 and 32.13.5 above.

Drag Along

- 32 14 Subject to article 32 18, in the event that Shareholders holding Shares conferring in aggregate 75% or more of the Voting Rights ("the **Controlling Group**") receive an offer to purchase either (i) the entire issued share capital of the Company or (ii) the Shares held by the Controlling Group ("the **Offer**") from a person or persons who are bona fide independent third parties acting in good faith on arm's length terms ("the **Proposed Purchaser**") which the Controlling Group wish to accept, the Controlling Group (or their duly authorised agent(s)) shall notify the Shareholders who are not in the Controlling Group ("the **Remaining Shareholders**") of the fact of the Offer, the identity of the Proposed Purchaser, the total consideration to be provided by the Proposed Purchaser and the terms and conditions of the Offer
- 32 15 Subject to article 32 18, upon notification of the Offer, the Remaining Shareholders shall be deemed to have accepted the Offer at a consideration per Share equal to the highest offered or paid or payable by the Proposed Purchaser for any other Shares plus the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such other shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for such other Shares, to have irrevocably waived any pre-emption rights that they may have in respect of any Shares to be transferred pursuant to the Offer and shall be obliged to deliver to the Proposed Purchaser or his nominee an executed transfer of such Shares and the share certificate(s) in respect of them within such timescale as requested by the Controlling Group
- 32 16 Subject to article 32 18 if any Remaining Shareholders shall not, within such timescale as required to do so in terms of Article 32 15, execute and deliver transfers in respect of the Shares held by him or them, and deliver the share certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then any member who is in the Controlling Group shall be entitled to authorise and instruct any person as he thinks fit (including any Director) to execute the necessary transfer(s) and indemnities on behalf of such Shareholders and, against receipt by the Company (on trust for

such Shareholder) of the purchase monies for the relevant Shares, deliver such transfer(s) and certificates(s) or indemnities to the transferee(s) or their nominees and register such transferee(s) or their nominees as the holders thereof and after such transferee(s) or their nominees have been registered as the holders, the validity of such proceedings shall not be questioned by any person

- 32 17 Subject to article 32 18, in respect of any transfer pursuant to articles 32 14 to 32 16, the transferor will not be required to serve a Transfer Notice and the provisions of articles 32 1 to 32 13 shall not apply to such transfer(s)

Tag Along

- 32 18 Following the service of a notice in accordance with article 32 14

32 18 1 the Controlling Group shall procure so far as it is within their power that the Proposed Purchaser makes an offer (**Tag Along Offer**) to the Remaining Shareholders to purchase all of the shares held by the Remaining Shareholders for a consideration per share that is at least equal to the highest price per share offered by the Proposed Purchaser to the Controlling Group (**Specified Price**), and shall procure that the *Tag Along Offer is made at least 30 days before the proposed transfer date.*

32 18 2 if the Proposed Purchaser fails to make the Tag Along Offer in accordance with article 32 18 1 above, the Controlling Group shall not be entitled to sell their shares to the Proposed Purchaser and the Company shall not be entitled to register any transfer of shares to the Proposed Purchaser, and

32 18 3 if the Tag Along Offer is accepted by the Remaining Shareholders within 21 days receipt, the completion of the transfer of the shares held by the Controlling Group shall be conditional on the Proposed Purchaser's purchase of the shares held by the Remaining Shareholders at the Specified Price

- 32 19 Notwithstanding any other provision of these Articles, SGL may without restrictions as to price or otherwise and without any requirement to offer such shares pursuant to article 32 1 or otherwise, transfer its Shares to any Group Undertaking (**"Permitted Transferee"**)

- 32 20 The Permitted Transferee shall, within 2 Business Days of ceasing to be a member of the Group Undertaking, transfer the Shares held by it to

32 20 1 SGL, or

32 20 2 a member of the same Group Undertaking as SGL,

(which in either case is not in liquidation), without any price or other restriction. If the Permitted Transferee fails to make a transfer in accordance with this article 32 20, a Transfer Notice shall be deemed to have been given in respect of such Shares on the expiry of the period set out in this article 32 20

32 21 Shares may be transferred by means of an Instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor

32 22 No fee may be charged for registering any Instrument of transfer or other Document relating to or affecting the title to any Share

32 23 The Company may retain any Instrument of transfer which is registered

32 24 The transferor remains the Holder of a Share until the transferee's name is entered in the register of members as Holder of it

32 25 When a transfer of Shares has been lodged with the Company, the Company must either

32 25 1 register the transfer or approve the transfer for registration subject only to stamping, or

32 25 2 subject to article 32 25, give the transferee notice of refusal to register the transfer together with its reasons for the refusal

This must be done as soon as practicable and in any event within 2 months after the date on which the transfer is lodged with the company

32 26 The Directors may only refuse to register the transfer of a Share if -

32 26 1 the Share is not Fully Paid,

32 26 2 the transfer is not lodged at the company's registered office or such other place as the Directors have appointed,

32 26 3 the transfer is not accompanied by the certificate for the Shares to which it relates, or such other evidence as the Directors may reasonably require to show the transferor's right to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf,

32 26 4 the transfer is in respect of more than one class of Share,

32 26 5 the transfer is in favour of more than four transferees, or

32 26 6 it is not in accordance with these Articles

If the Directors refuse to register the transfer, the Instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent

32 27 Any transfer of shares by way of sale that is required or made under article 32 shall be deemed to include a warranty that the transferor sells the shares with full title guarantee

33 Transmission of Shares

- 33 1 A Transmittée becoming entitled to a Share or Shares shall first give a Transfer Notice in respect of all Shares before he elects in respect of any share to be registered himself or to execute an instrument of transfer
- 33 2 If a person becoming entitled as set out in article 33 1 shall not have given a Transfer Notice in respect of any share within six months of the death, the Directors may at any time thereafter give notice requiring such person within 30 days of such notice to give a Transfer Notice in respect of all the shares to which he has so become entitled and for which he has not previously served a Transfer Notice and if he does not do so, he shall at the end of such 30 days be deemed to have given a Transfer Notice relating to those shares

34 Exercise of Transmittées' rights

- 34 1 Transmittées who wish to become the Holders of Shares to which they have become entitled must notify the company in Writing of that wish (but subject always to the provisions of article 33)
- 34 2 Subject to the provisions of Article 34 1, if the Transmittée wishes to have a Share transferred to another person, the Transmittée must execute an instrument of transfer in respect of it
- 34 3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the Transmittée has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred

35 Transmittées bound by prior notices

If a notice is given to a Shareholder in respect of Shares and a Transmittée is entitled to those Shares, the Transmittée is bound by the notice if it was given to the Shareholder before the Transmittée's name (or the name of any other person) has been entered in the register of members

DIVIDENDS AND OTHER DISTRIBUTIONS

36 Procedure for declaring dividends

- 36 1 The company may by Ordinary Resolution declare dividends, and the Directors may decide to pay interim dividends
- 36 2 A dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors
- 36 3 No dividend may be declared or Paid unless it is in accordance with Shareholders' respective rights. If any Share is issued on terms providing that it ranks for dividend as from a particular date, that Share ranks for dividend accordingly

36 4 Unless the Shareholders' resolution to declare or Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be Paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it

36 5 If the company's share capital is divided into different classes, no interim dividend may be Paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear

36 6 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment

36 7 If the Directors act in good faith, they do not incur any liability to the Holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on Shares with deferred or non-preferred rights

36 8 Notwithstanding any other provisions of these Articles, dividends (and interim dividends) may be declared payable on any class or classes of Shares and the amount declared payable on each class of Shares at any particular time need not be equal

37 Payment of dividends and other distributions

37 1 Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be Paid by one or more of the following means -

37 1 1 transfer to a bank or building society account specified by the Distribution Recipient either in Writing or as the Directors may otherwise decide,

37 1 2 sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is a Holder of the Share), or (in any other case) to an address specified by the Distribution Recipient either in Writing or as the Directors may otherwise decide,

37 1 3 sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified either in Writing or as the Directors may otherwise decide, or

37 1 4 any other means of payment as the Directors agree with the Distribution Recipient either in Writing or by such other means as the Directors decide

37 2 In the Articles, "Distribution Recipient" means, in respect of a Share in respect of which a dividend or other sum is payable -

37 2 1 the Holder of the Share, or

37 2 2 if the Share has two or more joint Holders, whichever of them is named first in the register of members, or

37 2 3 if the Holder is no longer entitled to the Share by reason of death or Bankruptcy, or otherwise by operation of law, the Transmitlee

38 Deductions from distributions in respect of sums owed to the company

38 1 If -

38 1 1 a Share is subject to the Company's Lien, and

38 1 2 the Directors are entitled to issue a Lien Enforcement Notice in respect of it

they may, instead of issuing a Lien Enforcement Notice, deduct from any distribution an amount equivalent to the monies payable to the company in respect of which the lien exists

38 2 Any amount so deducted must be used to pay the monies payable to the company in respect of which the lien exists

38 3 The company must notify the Distribution Recipient in Writing of -

38 3 1 the fact and amount of any such deduction,

38 3 2 any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction, and

38 3 3 how the money deducted has been applied

39 No interest on distributions

39 1 The company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by -

39 1 1 the terms on which the Share was issued, or

39 1 2 the provisions of another agreement between the Holder of that Share and the company

40 Unclaimed distributions

40 1 All dividends or other sums which are -

40 1 1 payable in respect of Shares, and

40 1 2 unclaimed after having been declared or become payable

may be invested or otherwise made use of by the Directors for the benefit of the company until claimed

40 2 The payment of any such dividend or other sum into a separate account does not make the company a trustee in respect of it

40 3 If -

40 3 1 twelve years have passed from the date on which a dividend or other sum became due for payment, and

40 3 2 the Distribution Recipient has not claimed it

the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the company

41 Non-cash distributions

41 1 Subject to the terms of issue of the Share in question, the company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company)

41 2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution -

41 2 1 fixing the value of any assets,

41 2 2 paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients, and

41 2 3 vesting any assets in trustees

42 Waiver of distributions

42 1 Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the company notice in Writing to that effect, but if -

42 1 1 the Share has more than one Holder, or

42 1 2 more than one person is entitled to the Share, whether by reason of the death or Bankruptcy of one or more joint Holders, or otherwise

the notice is not effective unless it is expressed to be given, and signed, by all the Holders or persons otherwise entitled to the Share

CAPITALISATION OF PROFITS

43 Authority to capitalise and appropriation of capitalised sums

43 1 Subject to the Articles, the Directors may, if they are so authorised by an Ordinary Resolution -

43 1 1 decide to capitalise any profits of the company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the company's share premium account or capital redemption reserve, and

43 1 2 appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (the "persons entitled") and in the same proportions

43 2 Capitalised sums must be applied -

43 2 1 on behalf of the persons entitled, and

43 2 2 in the same proportions as a dividend would have been distributed to them

43 3 Any capitalised sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as Fully Paid to the persons entitled or as they may direct

43 4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the company which are then allotted credited as fully paid to the persons entitled or as they may direct

43 5 Subject to the Articles the Directors may -

43 5 1 apply capitalised sums in accordance with articles 43 3 and 43 4 partly in one way and partly in another,

43 5 2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments), and

43 5 3 authorise any person to enter into an agreement with the company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this article

PART 4 - DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

44 Convening a general meeting

44 1 *The Directors of the company may call a general meeting of the company*

44 2 *In accordance with the provisions of the Act, the Shareholders of the company may require the Directors to call a general meeting of the company provided the request is made by Shareholders representing at least 5% of such of the paid-up capital of the company as carries the right of voting at general meetings*

44 3 *A general meeting must be called by notice of at least 14 Clear Days. It may be called by shorter notice than this if agreed to by a majority in number of Shareholders having a right to attend and vote at the meeting, being a majority who together hold not less than 90% in nominal value of the shares giving a right to attend and vote at the meeting*

44 4 *Notice of a general meeting must be sent to every Shareholder, every Director and the company's auditors (if any)*

44 5 *A notice of a general meeting must include -*

44 5 1 *the time, date and place of the meeting,*

44 5 2 *the general nature of the business to be dealt with at the meeting, and*

44 5 3 *notification of the Shareholder's right to appoint one or more proxies to exercise all or any of his rights to attend, speak and vote at a meeting as set out in section 324 of the Act*

45 Attendance and speaking at general meetings

45 1 *A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting*

45 2 *A person is able to exercise the right to vote at a general meeting when -*

45 2 1 *that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and*

45 2 2 *that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting*

45 3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it

45 4 In determining attendance at a general meeting, it is immaterial whether any two or more Shareholders attending it are in the same place as each other

45 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

46 Quorum for general meetings

46 1 No business other than the appointment of the Chairman of the Meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

46 2 If and for so long as the company has only one Shareholder, the quorum is one qualifying person. In any other case, the quorum is two qualifying persons (subject to section 318(2) of the Act) one of which must be, for so long as SGL is a Holder of Shares, a corporate representative or proxy for SGL. A "qualifying person" means an individual who is a Shareholder of the company and entitled to attend and vote at the meeting, a corporate representative duly authorised under section 323 of the Act, or a person appointed as a proxy of a Shareholder (who is entitled to attend and vote at such meeting) in relation to a meeting

47 Chairing general meetings

47 1 If the Directors have appointed a Chairman, the Chairman shall chair general meetings if present and willing to do so

47 2 If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start -

47 2 1 the Directors present, or

47 2 2 (if no Directors are present), the meeting

must appoint a Director or Shareholder to chair the meeting, and the appointment of the Chairman of the Meeting must be the first business of the meeting

47 3 The person chairing a meeting in accordance with this article is referred to as "the Chairman of the Meeting"

48 Attendance and speaking by Directors and non-Shareholders

48 1 Directors may attend and speak at general meetings whether or not they are Shareholders

48 2 The Chairman of the Meeting may permit other persons who are not -

48 2 1 Shareholders of the company, or

48 2 2 otherwise entitled to exercise the rights of Shareholders in relation to general meetings
to attend and speak at a general meeting

49 Adjournment

49 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the Meeting must adjourn it

49 2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if -

49 2 1 the meeting consents to an adjournment, or

49 2 2 it appears to the Chairman of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner

49 3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by the meeting

49 4 When adjourning a general meeting, the Chairman of the Meeting must -

49 4 1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and

49 4 2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting

49 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least 7 Clear Days' notice of it -

49 5 1 to the same persons to whom notice of the company's general meetings is required to be given, and

49 5 2 containing the same information which such notice is required to contain

49 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

VOTING AT GENERAL MEETINGS

50 Voting: general

50 1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles

50 2 Subject to any rights or restrictions attached to any Shares, on a vote on a resolution on a show of hands -

50 2 1 every Shareholder who (being an individual) is present in person shall have one vote,

50 2 2 every proxy present who has been duly appointed by one or more Shareholder entitled to vote on the resolution shall have one vote unless article 50 2 4 or article 50 2 5 applies,

50 2 3 every Shareholder who (being a corporation) is present by a duly authorised corporate representative shall have one vote and if such Shareholder appoints more than one corporate representative, each such representative shall have one vote,

50 2 4 a proxy has one vote for and one vote against the resolution if he has been duly appointed by more than one Shareholder entitled to vote on the resolution and he has been instructed by one or more of those Shareholders to vote for the resolution and by one or more other of those Shareholders to vote against it, .

50 2 5 where a proxy has been duly appointed by more than one Shareholder entitled to vote on the resolution and has received concrete instructions to vote in the same way from one or more of those Shareholders and been given a discretion as to how he votes by one or more other of those Shareholders, he may, if he chooses, cast a second vote the other way under the discretionary authority

50 3 On a vote on a resolution on a poll taken at a meeting, every Shareholder has one vote in respect of each Share held by him On a poll, votes may be given personally or by proxy

51 Errors and disputes

51 1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid

51 2 Any such objection must be referred to the Chairman of the Meeting, whose decision is final

52 Poll votes

52 1 A poll on a resolution may be demanded -

52 1 1 in advance of the general meeting where it is to be put to the vote, or

52 1 2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared

52 2 A poll may be demanded by -

- 52 2 1 the Chairman of the Meeting,
- 52 2 2 the Directors,
- 52 2 3 two or more persons having the right to vote on the resolution, or
- 52 2 4 a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution
- 52 3 A demand for a poll may be withdrawn if -
 - 52 3 1 the poll has not yet been taken, and
 - 52 3 2 the Chairman of the Meeting consents to the withdrawal
- 52 4 Polls must be taken immediately and in such manner as the Chairman of the Meeting directs
- 53 **Content of Proxy Notices**
- 53 1 Proxies may only validly be appointed by a notice in Writing (a "Proxy Notice") which -
 - 53 1 1 states the name and address of the Shareholder appointing the proxy,
 - 53 1 2 identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed,
 - 53 1 3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine, and
 - 53 1 4 is either delivered to the company in accordance with the Articles and any instructions contained in or accompanying the notice of the general meeting or the proxy form, or whose delivery is otherwise accepted by the Chairman of the Meeting at his discretion
- 53 2 The company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes
- 53 3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions
- 53 4 Unless a Proxy Notice indicates otherwise, it must be treated as -
 - 53 4 1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 53 4 2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself

54 *Delivery of Proxy Notices*

- 54 1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the company by or on behalf of that person
- 54 2 An appointment under a Proxy Notice may be revoked by delivering to the company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given
- 54 3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates
- 54 4 If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

55 *Amendments to resolutions*

- 55 1 An Ordinary Resolution to be proposed at a general meeting may be amended by Ordinary Resolution if -
- 55 1 1 notice of the proposed amendment is given to the company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the Meeting may determine), and
- 55 1 2 the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution
- 55 2 A Special Resolution to be proposed at a general meeting may be amended by Ordinary Resolution, if -
- 55 2 1 the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- 55 2 2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 55 3 If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, his error does not invalidate the vote on that resolution

WRITTEN RESOLUTIONS

56 Written resolutions

The Shareholders may pass any resolution (other than a resolution to remove a Director or auditor before expiry of his term of office) as a written resolution in accordance with Chapter 2 of Part 13 of the Act

PART 5 - ADMINISTRATIVE ARRANGEMENTS

57 Means of communication to be used

57 1 Subject to the Articles, anything sent or supplied by or to the company under the Articles may be sent or supplied in any way in which the Act provides for Documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the company

57 2 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or Documents for the time being

57 3 A Director may agree with the company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

58 No right to inspect accounts and other records

Except as provided by law or authorised by the Directors or an Ordinary Resolution of the company, no person is entitled to inspect any of the company's accounting or other records or Documents merely by virtue of being a Shareholder

59 Provision for employees on cessation of business

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its Subsidiaries (other than a Director or former Director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that Subsidiary

DIRECTORS' AND COMPANY SECRETARY'S INDEMNITY AND INSURANCE

60 Indemnity

60 1 Subject to Article 60 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled -

60 1 1 each relevant officer may be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer -

60 1 1 1 in the actual or purported execution and/or discharge of his duties or in relation to them, and

60 1 1 2 in relation to the activities of the company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's or an associated company's affairs, and

60 1 2 the company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 60 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

60 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

60 3 In this article -

60 3 1 companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate, and

60 3 2 a "relevant officer" means any Director, secretary, former Director or former secretary of the company or an associated company

61 Insurance

61 1 The Directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss

61 2 In this article -

61 2 1 a "relevant officer " means any Director, secretary, former Director or former secretary of the company or an associated company,

61 2 2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director or relevant secretary in connection with that Director's or secretary's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and

61 2 3 companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate

62 *Winding up*

62 1 If the company is wound up, the liquidator may, with the sanction of a Special Resolution and any other sanction required by the Act or other applicable law, divide among the Shareholders in specie the whole or any part of the assets of the company. The liquidator may for that purpose value any assets and determine how the division shall be carried out as between the Shareholders or different classes of Shareholders.

62 2 The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Shareholders as he with the like sanction determines but no Shareholder shall be compelled to accept any assets upon which there is liability.