

28 August 2012

*Special
Cap*

Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

28-32 Upper Ground
London SE1 9PD

t +44 (0)20 7910 5000
f +44 (0)20 7910 5001

www.steerdaviesgleave.com

Company No: 1883830

Dear Sir/Madam

FILING OF RESOLUTION AND AMENDED ARTICLES OF ASSOCIATION

A General Meeting was held on 14 August 2012 and concluded with various resolutions being approved by Shareholders. In accordance with our filing obligations, I am enclosing the details of the resolutions passed at that meeting

You will note that revised Articles of Association were approved at the meeting and therefore we have included a copy of the revised Articles for filing. The resolutions also refer to a contract proposed to be made between the Company and Ardel Trust, and to proposals described in a circular sent out to shareholders dated 17 July 2012. For completeness, I have included these documents with the resolutions below. If you require any further information or clarification, please do not hesitate to contact me.

SPECIAL RESOLUTIONS

1. THAT the new articles produced to the meeting and initialled by the chairman for the purposes of identification be and are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association and any provisions of the Company's Memorandum of Association which, by virtue of section 28 of the Companies Act 2006, are to be treated as provisions of the Company's Articles of Association be deleted.
2. THAT the terms of the contract proposed to be made between the Company and Ardel Trust Company (Guernsey) Limited for the purchase by the Company of up to 1,900,000 ordinary shares of 1 penny each in the Company for a per share consideration of £1.38 as set out in the contract produced to the meeting and initialled by the chairman of the meeting for the purposes of identification be approved

ORDINARY RESOLUTION

3. THAT, subject to the passing of resolutions 1 and 2, the proposals described in the circular to shareholders dated 17 July 2012 relating to, amongst other things, the purchase of shares from certain shareholders and a loan from the Company to Ardel Trust Company (Guernsey) Limited be approved

Yours faithfully

Vicky Dorrington

Vicky Dorrington
Company Secretary

WEDNESDAY



A12 *A1GCNP3N* #107
29/08/2012
COMPANIES HOUSE

Company Number: 1883830

The Companies Act 1985
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
(as adopted on 14 August 2012)

- of -

STEER DAVIES & GLEAVE LIMITED
Incorporated on the 7th February 1985

INTERPRETATION

1 In these articles -

"**the Act**" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force

"**the Articles**" means the articles of the company

"**Authorised Shareholder**" means

- (i) an employee or a director of a Group Company,
- (ii) a former employee or a former director of a Group Company,
- (iii) the spouse or civil partner of such persons listed in (i) and/or (ii) above,
- (iv) the trustees of a family trust of which any persons listed in (i) to (iii) above is either a settlor or a beneficiary,
- (v) a beneficiary on the death of a person listed in (i) to (iii) above,
- (vi) the trustees of a bare trust which holds the shares as nominee for any person listed in (i) to (v) above,

- (vii) the trustees of any self invested pension plan for the benefit of any person listed at (i) to (iii) above, and
- (viii) the trustees of any trust established for the benefit of all or the majority of the employees of the Group (for the avoidance of doubt including the Share Incentive Plan and the SDG No 2 ESOP trust).

"Authorised Related Holder" means

- (i) the spouse or civil partner of an employee or director or a Retired employee or director of a Group Company (the "**Partner**");
- (ii) the trustees of a family trust of which an employee or director or a Retired employee or director of a Group Company or his/her Partner is either a settlor or a beneficiary,
- (iii) the trustees of a bare trust which holds the shares as nominee for an employee or director or a Retired employee or director of a Group Company or his/her Partner, and
- (iv) the trustees of any self invested pension plan for the benefit of an employee or director or a Retired employee or director of a Group Company or his/her Partner

"Board" means the board of directors of the company from time to time

"Clear Days" in relation to the period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect

"Executed" includes any mode of execution

"Group Company" means the company and any other company (or other entity) which is for the time being a subsidiary undertaking of the company and **"Group"** shall be construed accordingly.

"Holder" in relation to shares means the member whose name is entered in the register of members as the holder of the shares

"Indemnity" means an indemnity in respect of a lost or destroyed share certificate in a form reasonably acceptable to the company and **"Indemnities"** shall be construed accordingly

"Leaver Shares" means shares in relation to which the Holder is not at the time

- (i) an employee or director or a Retired employee or director of a Group Company,
- (ii) an Authorised Related Holder, or
- (iii) the trustees of any trust established for the benefit of all or the majority of the employees of the Group (for the avoidance of doubt including the Share Incentive Plan and the SDG No 2 ESOP trust)

"Loan Notes" means the loan notes to be issued by the Trustee pursuant to the terms set out in article 28Z(d)

"Office" means the registered office of the company.

"member" means a Holder

"Member's Aggregated Shareholding" means in relation to a member the aggregate of

- (i) the shares held by that member, and
- (ii) the shares held by, settled on or given beneficially to (as the case may be) any Related Shareholder

"Related Shareholder" means in relation to any member

- (i) that member's spouse or civil partner,
- (ii) the trustees of a family trust of which that member, or that member's spouse or civil partner, is a settlor,
- (iii) the trustees of a bare trust which holds the shares as nominee for the member, or that member's spouse or civil partner,
- (iv) a beneficiary on the death of that member or that member's spouse or civil partner, or

(v) the trustees of any self invested pension plan to the extent that shares are held for the benefit of the member or that member's spouse or civil partner

"Relevant Year" means the period commencing on 15 November and ending on 14 November

"Retired" means an employee or director who retired with the agreement of the Company

"the Seal" means the common seal of the company

"Secretary" means the secretary of the company or any other person appointed to perform the duties of the secretary of the company including a joint assistant or deputy secretary

"Share Incentive Plan" means the plan adopted by the company on 31st July 2002 and approved by the Inland Revenue under Schedule 8 to the Finance Act 2000 on 1st August 2002

"Share Scheme" means a share option scheme, share acquisition scheme or any other share incentive scheme established for the benefit of eligible employees or officers of any Group Company or their applicable family members.

"Trading Period" means the period commencing on 15 November and ceasing on 15 December in the Relevant Year or such other annual period determined by the Board during which the Trustees may purchase shares in accordance with article 28Z

"the Trustees" means the trustees of the SDG No 2 ESOP trust

"the United Kingdom" means Great Britain and Northern Ireland

Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act in force at the date of adoption of these Articles

Words importing the singular shall include the plural and vice versa

Words importing the masculine gender shall include the feminine

PRELIMINARY

- 2 The company is a private company limited by shares within the meaning of Section 4(1) of the Act Accordingly the company shall not offer to the public (whether for cash or otherwise) any shares in or debentures of the company or allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the company with a view to all or any of the shares or debentures being offered for sale to the public
- 3 The liability of the members is limited to the amount, if any, unpaid on the shares held by them

ALLOTMENT OF SHARES

- 4 The directors of the company shall within a period of five years from the date of adoption of these Articles be entitled to exercise the company's power to allot, grant options over or otherwise dispose of the entire amount of the authorised but unissued share capital of the company at the date of adoption of these Articles The members of the company shall have power from time to time by ordinary resolution to renew or revoke the directors' exercise of the company's power to allot, grant options over or otherwise dispose of any shares in the capital of the company but no authority for the directors to allot, grant options over or otherwise dispose of shares shall be valid for more than five years from the date of passing the members' resolution to which it relates
- 5
 - (a) Sections 561(1) and 562(1) to (6) of the Act shall not apply in relation to the issue of any equity securities by the company but in substitution therefor the provisions of sub- paragraph (b) of this article shall apply
 - (b) Save as otherwise directed by the Board (in the case of shares created pursuant to a Share Scheme) or by a resolution of the company in general meeting passed by a majority of not less than sixty per cent of such members as being entitled to vote in person or, where proxies are allowed, by proxy, any new shares from time to time to be created shall first be offered to the Trustees and if the Trustees decline, the offer shall then be made to the members in proportion as nearly as possible to the existing number of shares held by them Any such offer shall be made by notice specifying the number of shares offered and limiting a time (not being less than 28 days) within which the offer, if not accepted, will be deemed to be declined and after the expiration of such time any shares not accepted and any shares which, by reason of the ratio which the shares to be issued bears to the shares held by persons entitled to an offer thereof, cannot, in the opinion of the

directors, conveniently be offered under this article, shall be at the disposal of the directors who may allot, grant options over, or otherwise dispose of the same to such persons at such times and on such terms as they think proper

SHARE CAPITAL

- 6 Subject to the provisions of the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the company may by ordinary resolution determine
- 7 Subject to the provisions of the Act, shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the company or the Holder on such terms and in such manner as may be provided by the Board
- 8 The company may exercise the powers of paying commissions conferred by the Act Subject to the provisions of the Act any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other
- 9 Except as required by law, no person shall be recognised by the company as holding any share upon any trust and (except as by the Articles or by law otherwise provided) the company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the Holder
- 9Z Save for those shares held by the Trustees, the maximum nominal value of any Member's Aggregated Shareholding may not at any time exceed 15 per cent of the company's nominal issued share capital If any Authorised Shareholder acquires such shares so as to become in breach of this article 9Z the provisions of article 28Z(l) shall apply.

SHARE CERTIFICATES

- 10 Every member, upon becoming the Holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and upon transferring a part of his holding of shares of any class, to a certificate for the balance of the holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine Every certificate shall be sealed with the Seal and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or

respective amounts paid up thereon. The company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

- 11 If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

LIEN

- 12 The company shall have a first and paramount lien on every share (whether fully paid or not), on all dividends and on all shares registered in the name of any person indebted or under liability to the company whether he shall be the sole registered holder thereof or one of two or more joint holders thereof for all monies (whether presently payable or not) payable at a fixed time or called in respect of such shares or dividends. The directors may at any time declare such shares or dividends to be wholly or in part exempt from the provisions of this article. The company's lien on such shares or dividends shall extend to any amount payable in respect of them.
- 13 The company may sell in such manner as the directors determine any shares on which the company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen Clear Days after notice has been given to the Holder of the share or the person entitled to it in consequence of the death or bankruptcy of the Holder demanding payment and stating that if the notice is not complied with the shares may be sold.
- 14 To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 15 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the company for cancellation of the certificate for the shares sold and

subject to a like lien for any monies not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale

CALLS ON SHARES AND FORFEITURE

- 16 Subject to the terms of allotment, the directors may make calls upon the members in respect of any monies unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen Clear Days' notice specifying when and where payment is to be made) pay to the company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the company of a sum due thereunder, be revoked in whole or in part and payment of a call may be postponed in whole or in part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.
- 17 A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
- 18 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 19 If a call remains unpaid after it has become due and payable the person from whom the sum is due shall pay interest on the unpaid sum from the day it became due until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the directors may waive payment of the interest wholly or in part.
- 20 An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.
- 21 Subject to the terms of the allotment the directors may make arrangements on the issue of shares for a difference between the Holders in the amounts and times of payment of calls on their shares.

- 22 If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen Clear Days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.
- 23 If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other monies payable in respect of the forfeited shares and not paid before the forfeiture.
- 24 Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the Holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.
- 25 A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the company for cancellation the certificate for the shares forfeited but shall remain liable to the company for all monies which at the date of forfeiture were presently payable by him to the company in respect of those shares with interest at the rate at which interest was payable on those monies before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- 26 A statutory declaration by a director or the Secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

TRANSFER OF SHARES

- 27 The instrument of transfer of a share may be in any usual form or in any other form which the directors may approve and shall be Executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee
- 28 No member may transfer shares or any interest in shares unless
- (a) the transfer is by the Trustees or by a trustee of the Share Incentive Plan to an employee or director of the Group; or
 - (b) the transfer is to an Authorised Shareholder, or
 - (c) the transfer is permitted under the Articles; or
 - (d) the Board resolves that the transfer be permitted to any employees or directors of the Group or to the Trustees or to a trustee of the Share Incentive Plan at a time outside the Relevant Year Trading Period
- 28Z (a) The Board may, in its absolute discretion, decline to register any transfer which would otherwise be permitted under the succeeding provisions of this article if it is a transfer
- (i) of a share on which the company has a lien; or
 - (ii) of a share (not being a fully paid share) to a person whom they shall not approve
- (b) In the Relevant Year prior to the beginning of the Trading Period the company will make a request in writing to an independent firm of accountants (the "Accountants") asking them to certify in writing the value of each share in the company, valuing each share on the basis of a pro rata proportion of the value of the whole company without any discount or premium to reflect the size of any holding. The date on which the Accountants shall certify the valuation shall be not more than sixty days prior to the commencement of the Trading Period. The costs of such valuation shall be borne by the company. In determining the agreed value the Accountants shall be considered to be acting as experts and not as arbitrators and accordingly any provisions of law or statute relating to arbitration shall not apply. Upon receipt of the advice of the Accountants and before the

commencement of the Trading Period in the Relevant Year, the company shall by notice in writing inform the Trustees and the members of the value of each share

- (c) No member may offer for sale under this article 28Z in any Relevant Year a number of shares which (together with any shares offered for sale by any Related Shareholder of it and any shares sold by such member and its Related Shareholders to the Trustees in the Relevant Year) in aggregate represents more than two per cent of the issued share capital of the company at that time save with the prior written consent of the Board and the Board may, if it gives such consent, make it subject to such conditions as it sees fit provided that where a member requests Loan Notes in return for his shares no such Board consent shall be required
- (d) A member who is not a current employee or director of a Group Company or its Related Shareholder may, pursuant to this article 28Z, elect to sell all of its shares in the company at the sale price for that Relevant Year and if such election is made then such member shall receive Loan Notes in respect of the sale price of such shares to the extent that those shares exceed 2 per cent of the issued share capital of the company. The Loan Notes shall provide that the Trustee is under no obligation to make a payment under the Loan Notes unless the Trustee has sufficient funds to do so but that, subject thereto, the Trustee will redeem such nominal amount of Loan Notes in each Relevant Year as is equivalent to 2 per cent of the issued share capital of the company on the date of redemption (less interest paid on the Loan Notes and the value of any shares purchased by the Trustee for cash from that member or any Related Shareholder of that member in that Relevant Year), or if less, the nominal amount of the Loan Notes from time to time outstanding. The Loan Notes shall also provide that interest will be payable not more than once in each Relevant Year at a rate of 50 per cent of the repo rate at the Bank of England from time to time. The company will undertake to each Loan Note holder that, to the extent it is able to from its own resources and subject to it retaining such working capital as is, in the reasonable opinion of the Board, required by the Group, it will provide sufficient funds to the Trustees to repay the Loan Notes together with interest as contemplated therein
- (e) Save in relation to a transfer permitted under (a), (b) or (d) of article 28 and subject to paragraph (c) above, any person (the "proposing transferor")

proposing to transfer any shares shall give notice in writing (the "transfer notice") to the company up to the end of the Relevant Year Trading Period that he desires to transfer the same. The transfer notice shall constitute the company as the agent of the proposing transferor for the sale of all the shares comprised in the transfer notice to the Trustees or to employees or directors of the Group as determined by the Board pursuant to paragraph (f) below at the value determined pursuant to article 28Z(b). Except in the case of a deemed transfer notice under paragraph 28Z(l) below, a transfer notice shall be revocable with the sanction of the Board.

- (f) The shares comprised in any transfer notice shall be offered to the Trustees or such employees or directors of the Group as the Board determines in its discretion (the "Offerors"). The offer shall be made by notice in writing ("the offer notice") by the Board to the Offerors
 - (i) as soon as practicable after the end of the Relevant Year Trading Period and shall state the agreed value of the shares in relation to that Trading Period as determined pursuant to paragraph (b) above;
 - (ii) at the sole discretion of the Board, at any time earlier than that set out in the preceding paragraph, and if the Board exercises its discretion under this paragraph (ii) it shall also determine, at its sole discretion, whether the agreed value of the shares shall be that most recently determined pursuant to paragraph (b) above, or whether the Board shall request the Accountants to certify a new valuation, using the methodology set out in paragraph (b) above, for the purposes of this offer.
- (g) The Company will, to the extent it is able to from its own resources and subject to it retaining such working capital as is, in the reasonable opinion of the Board, required by the Group, provide funds to the Trustees on an annual basis to fund the purchase of shares in cash up to two per cent of the issued share capital from each member wishing to sell shares to the Trustees (provided that for the purposes of this article 28Z(g) a member and its Related Shareholders shall be treated as a single member) in each Relevant Year.
- (h) If the Trustees agree to purchase all the shares comprised in the transfer notice the company shall give notice in writing to the proposing transferor on or by 31

March in the Relevant Year and the proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to the Trustees

- (i) If the Trustees agree to purchase some but not all of the shares comprised in the transfer notice the Trustees shall be entitled to purchase such shares from each proposing transferor as they shall, on a pro rata basis, determine and the company shall give notice in writing to the proposing transferor on or by 31 March in the Relevant Year and the proposing transferor shall be bound upon payment of the price due in respect of such shares to transfer such shares to the Trustees
- (j) If such employees or directors of the Group, as determined by the Board pursuant to paragraph (f) above, agree(s) to purchase all the shares comprised in the transfer notice the company shall give notice in writing to the proposing transferor on or by 31 March in the Relevant Year and the proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to such person or persons as determined by the Board pursuant to paragraph (e) above
- (k) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring any shares the company may receive the purchase money on his behalf, and may authorise any person to execute a transfer of such shares in favour of the purchaser. The receipt of the company for the purchase money shall be a good discharge to the purchaser. The company shall pay the purchase money into a separate bank account
- (l) If any shares or interest in shares are held or acquired by a person such that there is a breach of article 9Z then that person shall be deemed to have served the company with a transfer notice in respect of any shares which are in excess of the relevant Member's Aggregated Shareholding and the preceding provisions of this article 28Z shall thereupon apply mutatis mutandis to such shares. The Board may, in its absolute discretion, waive all or any of the provisions of this article 28Z(l) except that any such waiver shall not apply to shares acquired under the company's Share Incentive Plan

28X Any rights which attach to any ordinary share, under any circumstances, by virtue of another provision in these Articles, shall also attach to any ordinary share which is either

- (i) held by the trustees of the Share Incentive Plan (whether the trustee holds legal and beneficial, or just legal title) or
 - (ii) held by any person as a result of that person's participation in the Share Incentive Plan
- 29 In the event that a takeover bid is made for the entire issued share capital of the company (exclusive of any shares of which the bidder is the Holder or which belong beneficially to the bidder), and the bidder (the "**Bidder**") succeeds in obtaining the acceptances of the Holders of at least 75% of the said capital offered for, every member may be required to sell his holding to the Bidder in accordance with the terms of the offer and articles 30 to 38
- 30 A Bidder may exercise the right under article 29 to acquire the shares of the members who have not accepted the takeover bid ("**Called Members**") by giving written notice (the "**Drag Along Notice**") to the Called Members stating
- (i) that the Called Members are required to transfer all their shares ("**Called Shares**") pursuant to article 29,
 - (ii) the identity of the person to whom the Called Shares are to be transferred (which shall be either the Bidder or its nominee),
 - (iii) the terms on which the Called Shares are to be transferred (being the same as the terms of the offer, in accordance with article 29), and
 - (iv) the proposed date of the transfer ("**Completion Date**"), being a date no earlier than 7 days after service of the Drag Along Notice.
- 31 Once given, the Drag Along Notice may be revoked only with the written consent of a majority (by number of shares held) of the Called Members
- 32 Any rights of pre-emption arising in relation to the Called Shares, whether arising under the Articles or otherwise and any restriction on transfer under Articles 28 or 28Z(a)(ii), shall not apply to any transfer of the Called Shares to the Bidder pursuant to a sale for which a Drag Along Notice has been duly served and subject to and conditional upon completion of the transfers of the Called Shares in accordance with the following Articles no such rights of pre-emption or restrictions on transfer shall apply in relation to the transfer to the Bidder of any remaining shares not already held by the Bidder

- 33 Within 7 days of the Bidder serving a Drag Along Notice on the Called Members, the Called Members shall deliver signed stock transfer forms in respect of the Called Shares, together with the relative share certificates (or Indemnities) to the company
- 34 If the consideration is in cash the Bidder shall within 10 days of serving the Drag Along Notice transfer the necessary funds to the company to settle the consideration due to the Called Members on its behalf. The company's receipt of the consideration shall be a good discharge to the Bidder. The company shall hold the consideration in trust for the Called Members without any obligation to pay interest. Subject to the delivery of signed stock transfer forms and share certificates (or Indemnities) in accordance with article 33, on the Completion Date the company shall deliver to the Called Members, on behalf of the Bidder, the cash consideration they are due for the Called Shares (to the extent the Bidder has put the company in the requisite funds). The Board shall then authorise registration of the transfer (subject to stamp duty being duly paid)
- 35 If the consideration is not in cash, the Bidder shall, within the later of 10 days of serving the Drag Along Notice and 3 days from delivery of signed stock transfer forms and share certificates (or Indemnities) in accordance with article 33, transfer such non-cash consideration to the Called Members on the Completion Date. The Board shall then authorise registration of the transfer (subject to stamp duty being duly paid)
- 36 In the event that the Bidder has not within the time limited by Articles 34 or 35 put the Company in funds to pay the cash consideration or transferred the non-cash consideration pursuant to article 35, or otherwise fails to meet its obligations to the Called Members in accordance with the terms of the offer, the Called Members shall be entitled to the return of the stock transfer forms and share certificates (or Indemnities) for the Called shares and the Called Members shall have no further rights or obligations under article 29 in respect of that Drag Along Notice (though further Drag Along Notices may be served)
- 37 If any Called Shareholder does not execute and deliver stock transfer forms in respect of the Called shares in accordance with article 33, the defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Board to be his agent and attorney to execute all necessary stock transfer form(s) on his behalf, against receipt by the company (on trust for such Called Shareholder) of the consideration due for the Called Shares and to deliver such forms to the Bidder (or its nominee). After the Bidder has been registered as the Holder, the validity of such proceedings shall not be

questioned by any such Called shareholder. Failure to produce a share certificate shall not impede the registration of shares under this article 37

38 Following the issue of a Drag Along Notice (provided that the circumstances set out in article 36 do not apply), on any person becoming a Holder pursuant to the exercise of a pre-existing option to acquire shares or on exercising a right to acquire legal title to shares under the Share Incentive Plan (or any similar employee incentive arrangement in existence at the time) (a "New Shareholder"), the Drag Along Notice shall be deemed to have been served on the New Shareholder. The New Shareholder shall then be bound to sell and transfer all shares acquired by it to the Bidder and the provisions of articles 31 to 37 inclusive shall apply mutatis mutandis. The Board may, in its absolute discretion, waive all or any of the provisions of this article 38

39 If the directors refuse to register a transfer of a share they shall within two months after the date on which the transfer was lodged with the company send to the transferee notice of the refusal.

40 The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the directors may determine

41 No fee shall be charged for the registration of any instrument or transfer or other document relating to or affecting the title to any share

42 The company shall be entitled to retain any instrument of transfer which is registered but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given

COMPULSORY TRANSFER

43 The company may, in its absolute discretion, at any time require any member which holds Leaver Shares to transfer all or some of such Leaver Shares to the company (subject to the provisions of the Act) or such other person as the company may nominate, in accordance with articles 44 to 50

44 The price payable for the Leaver Shares shall be

- (a) such price as may be or may have been contractually agreed between the Company and the member (or, in the case of the Leaver Shares which have been

transferred by an employee or director of a Group Company to his/her Authorised Related Holder(s) (or by such Authorised Related Holder(s) to another such Authorised Related Holder(s)), the employee or director from whom they were so transferred), or

- (b) if (a) above is not applicable, the most recent per share price as determined in accordance with article 28Z(b), or
- (c) such higher price than under articles 44(a) or (b) as the Board may in its discretion determine

45 The company may exercise its right under article 43 by giving written notice to the member (the "**Compulsory Transfer Notice**") stating

- (a) that the member is required to transfer the Leaver Shares pursuant to article 43.
- (b) the identity of the person to whom the Leaver Shares are to be transferred,
- (c) the proposed date of transfer ("**Compulsory Transfer Completion**"), being a date no earlier than 7 days after service of the Compulsory Transfer Notice; and
- (d) the per share price that will be paid for the Leaver Shares

46 Once given, the Compulsory Transfer Notice may be revoked only with the written consent of the member

47 Any rights of pre-emption arising in relation to the Leaver Shares, whether arising under the Articles or otherwise, shall not apply to any transfer of the Leaver Shares pursuant to article 43

48 Within 7 days of the company serving a Compulsory Transfer Notice on the member, the member shall deliver signed stock transfer form(s) in respect of the Leaver Shares, together with the relative share certificates (or Indemnities) to the company (or such person as it may nominate) Subject to receipt of the stock transfer form(s) and share certificates (or Indemnities), on the Completion Date the company (or such person as it may nominate) shall deliver to the member, the consideration it is due for the Leaver Shares

- 49 To the extent that the company (or such person as it may nominate) does not transfer the consideration due under article 48, the member shall be entitled to the return of the stock transfer forms and share certificates (or Indemnities) for the Leaver Shares and the member shall have no further rights or obligations under article 43 in respect of that Compulsory Transfer Notice (though further Compulsory Transfer Notices may be served)
- 50 If any member does not execute and deliver stock transfer forms in respect of the Leaver Shares in accordance with article 48, the defaulting member shall be deemed to have irrevocably appointed any person nominated for the purpose by the Board to be his agent and attorney to execute all necessary stock transfer form(s) on his behalf and to deliver such forms to the company (or such person as it may nominate). After the company (or such person as it may nominate) has been registered as the member, the validity of such proceedings shall not be questioned by any person. Failure to produce a share certificate shall not impede the registration of shares under this article 50

TRANSMISSION OF SHARES

- 51 If a member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the company as having any title to his interest, but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him
- 52 Subject to article 73, a person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as the directors may properly require, elect either to become the Holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the Holder he shall give notice to the company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person. All the articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer Executed by the member and the death or bankruptcy of the member had not occurred
- 53 Subject to article 73, a person becoming entitled to a share in consequence of the death or bankruptcy of a member shall have the rights to which he would be entitled if he were the Holder of the share

ALTERATION OF CAPITAL

54 The company may by ordinary resolution -

- (a) increase the share capital by new shares of such amount as the resolution prescribes,
- (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares,
- (c) subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others, and
- (d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of shares so cancelled

55 Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the directors may, on behalf of those members sell the shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the company) and distribute the proceeds of sale in due proportion among those members, and the directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

56 Subject to the provisions of the Act, the company may by special resolution reduce its share capital, any capital redemption reserve, and any share premium account in any way

PURCHASE OF OWN SHARES

57 Subject to the provisions of the Act, the company may purchase its own shares (including any redeemable shares) and make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the company or the proceeds of a fresh issue of shares

GENERAL MEETINGS

- 58 The directors may call general meetings and on the requisition of members pursuant to the provisions of the Act shall forthwith proceed to convene a general meeting in accordance with the Act. If there are not within the United Kingdom sufficient directors to call a general meeting any director or any member of the company may call a general meeting.

NOTICE OF GENERAL MEETINGS

- 59 A general meeting shall be called by at least fourteen Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety per cent in nominal value of the shares giving that right.

The notice shall specify the time and place of the meeting and the general nature of the business to be transacted.

Subject to the provisions of the Articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.

- 60 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

- 61 No business shall be transacted at any meeting unless a quorum is present. Holders of more than fifty per cent of the issued share capital of the company (after deduction of such of the share capital as then has voting rights suspended in accordance with article 73) from time to time present in person or by proxy or, in the case of a corporation, by a duly authorised representative shall be a quorum.
- 62 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week at the same time and place or to such other time and place as the directors may determine.

- 63 Subject to article 99, the chairman, if any, of the Board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman
- 64 Subject to article 99, if no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman
- 65 A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the Holders of any class of shares in the company
- 66 The chairman may with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give notice of an adjournment .
- 67 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or any member in person or by proxy or, in the case of a corporation, by duly authorised representatives. Unless a poll is so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of the company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made. In the event of an equality of votes the chairman shall not have a second or casting vote

- 68 A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 69 Subject to article 68, a poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 70 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.
- 71 A resolution in writing Executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each Executed by or on behalf of one or more members. If the resolution in writing is described as a special resolution it shall have effect accordingly.

VOTES OF MEMBERS

- 72 Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or by proxy, or (being a corporation) is present by a duly authorised representative, shall (unless the proxy or representative (in either case) is himself a member entitled to vote) have one vote, and on a poll every member shall have one vote for every share of which he is the Holder.
- 73 If a member is not an employee or a director of a Group Company or the trustee of any trust established for the benefit of all or the majority of the employees of the Group (for the avoidance of doubt including the Share Incentive Plan and the SDG No 2 ESOP trust),

then such member shall not be entitled to exercise any voting rights in respect of their shares provided that upon such shares being transferred to an employee or a director of the Group or the trustee of any trust established for the benefit of all or the majority of the employees of the Group then that transferee shall be entitled to exercise all such voting rights

- 74 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the Holders stand in the register of members
- 75 Subject to article 73, a member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver curator bonis or other person authorised in that behalf appointed by that court and any such receiver, curator bonis or other person may, on a poll, vote by proxy Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Office or at such other place as, subject to the Act, is specified in accordance with the Articles for the deposit of instruments by proxy
- 76 No member shall vote at any general meeting or at any separate meeting of the Holders of any class of shares in the company, either in person or by proxy, in respect of any share held by him unless all monies payable by him in respect of that share have been paid
- 77 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
- 78 On a poll votes may be given either personally or by proxy A member may appoint more than one proxy to attend on the same occasion
- 79 An instrument appointing a proxy shall be in writing, Executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approved) -

" PLC/Limited

I/We, _____ of _____

Being a member/members of the above-named company, hereby appoint _____, of _____ or failing him, of _____ as my/our proxy to vote in my/our name(s) and on my/our behalf at the general meeting of the company to be held on _____ 20 , and at any adjournment thereof

Signed on _____ 20 "

- 80 Where it is desired to afford members an opportunity of instructing the proxy how he shall act, the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve) -

" _____ PLC/Limited

I/We, _____ of _____ being a member/members of the _____ above-named _____ company, hereby appoint _____, of _____ or failing him, of _____ as my/our proxy to vote in my/our name(s) and on my/our behalf at the general meeting of the company to be held on _____ 20, and at any adjournment thereof

This form is to be used in respect of the resolutions mentioned below as follows -

Resolution No 1 *for *against

Resolution No. 2 *for *against

*Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting

Signed this _____ day of _____ 20 ."

- 81 The instrument appointing a proxy and any authority under which it is Executed or a copy of such authority certified notarially or in some other way approved by the directors may be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the company in relation to the meeting by the time so specified in the notice or in any

instrument of proxy in accordance with the Act and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid

- 82 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the company at the Office, or at such other place at which the instrument of proxy was duly deposited, before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

NUMBER OF DIRECTORS

- 83 Unless otherwise determined by ordinary resolution the number of directors shall not be subject to any maximum but shall be not less than one (who must be a natural person, in accordance with the Act) If and so long as there is a sole director, such director may act alone in exercising all the powers and authorities under these Articles which are vested in the directors generally Except as otherwise agreed between the Board and the relevant director, no director shall remain in office for a period in excess of five years without submitting himself for re-election by the company's members
- 84 Any person may be appointed or elected as a director whatever his age and no director shall be required to vacate his office of director by reason of his attaining or having attained the age of seventy years or any other age

POWERS OF DIRECTORS

- 85 Subject to the provisions of the Act the memorandum of association of the company and the Articles and to any directions given by special resolution, the business of the company shall be managed by the directors who may exercise all the powers of the company No alteration of the memorandum of association or Articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made and that direction had not been given The powers given by this article shall not be limited by any special power given to the directors by the Articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors

- 86 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers

DELEGATION OF DIRECTORS' POWERS

- 87 The directors may delegate any of their powers to any committee consisting of one or more directors. They may also delegate to any managing director, any director holding any other executive office or an executive committee such of their powers as they consider desirable to be exercised by him or it. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of directors so far as they are capable of applying

APPOINTMENT OF DIRECTORS

- 88 No person shall be appointed a director at any general meeting unless.-
- (a) he is recommended by the directors; or
 - (b) not less than fourteen nor more than thirty-five Clear Days before the date appointed for the meeting, notice Executed by a member qualified to vote at a meeting has been given to the company of the intention to propose that person for appointment stating the particulars which would, if he were so appointed, be required to be included in the company's register of directors together with notice Executed by that person of his willingness to be appointed
- 89 Not less than seven nor more than twenty-eight Clear Days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the directors for appointment as a director at the meeting or in respect of whom notice has been duly given to the company of the intention to propose him at the meeting for appointment as a director. The notice shall give the particulars of that person which would, if he were so appointed, be required to be included in the company's register of directors

- 90 Subject as aforesaid, the company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director
- 91 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the Articles as the maximum number of directors. A director so appointed shall hold office only until the next following annual general meeting

DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 92 The office of a director shall be vacated if:-
- (a) by notice in writing to the company he resigns the office of director,
 - (b) he becomes bankrupt or insolvent or enters into any arrangements with his creditors,
 - (c) he becomes of unsound mind,
 - (d) he is prohibited from being a director by any order made under the Act or any other applicable law,
 - (e) he is removed from office by a resolution duly passed under Section 168 of the Act.
 - (f) upon standing for re-election by the company's members in accordance with article 83 he is not so re-elected, and
 - (g) all the other directors resolve that he be removed from office

REMUNERATION OF DIRECTORS

- 93 The directors shall be entitled to such remuneration as the company may by ordinary resolution determine and unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day

DIRECTORS' EXPENSES

- 94 The directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of

directors or general meetings or separate meetings of the Holders of any class of shares or of debentures of the company or otherwise in connection with the discharge of their duties

DIRECTORS' APPOINTMENTS AND INTERESTS

95 Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the company and may enter into an agreement or arrangement with any director for his employment by the company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the company.

96 (a) Subject to the Act, a director may be a party to or otherwise be interested in any proposed or existing transaction, arrangement or proposal with the company or in which the company is otherwise interested and shall not be liable to account to the company for any profit, remuneration or other benefit realised by any office or employment or from any transaction, arrangement or proposal or from any interest in any body corporate, and no such transaction, arrangement or proposal shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such profit, remuneration or any other benefit constitute a breach of his duty under section 176 of the Act.

(b) Subject to the Act and provided that he has declared the nature and extent of his interest in accordance with the requirements of Section 177 and/or Section 182 of the Act, a director who has an interest in any transaction, arrangement or proposal with the company or in which the company is interested may count in the quorum and vote at a meeting of the directors at which such transaction, arrangement or proposal is considered or discussed.

97 For the purposes of article 96 -

(a) a general notice given to the directors that a director is to be regarded as having

an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified, and

- (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

DIRECTORS' GRATUITIES AND PENSIONS

- 98 The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the company or with any body corporate which is or has been a subsidiary of the company or a predecessor in business of the company or of any such subsidiary, and for any member of his family (including spouse or former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit

PROCEEDINGS OF DIRECTORS

- 99 Subject to the provisions of the Articles, the directors may regulate their proceedings as they think fit. A director may, and the Secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall not have a second or casting vote.
- 100 The quorum for the transaction of the business of the directors shall be three or more of the directors from time to time.
- 101 The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number.
- 102 The directors shall at the Board meeting convened and held immediately after the annual general meeting each year appoint one of their number to be the chairman of the Board of directors for a period of twelve months during which time the chairman so appointed cannot be removed by the other directors from that office. If the Board comprises

directors who are employees of the Company and directors who are not employees of the Company, the chairman of the Board shall be a director who is not an employee of the Company. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present but if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.

- 103 All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
- 104 A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors.
- 105 A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 106 The company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a director from voting at a meeting of directors or of a committee of directors.
- 107 Where proposals are under consideration concerning the appointment of two or more directors to offices or employments with the company or any body corporate in which the company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.
- 108 If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred

to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive

- 109 Any director or member of any committee may participate in a meeting of the directors or of such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting

DIRECTORS' CONFLICTS OF INTEREST

- 110 The Board may authorise (subject to such terms and conditions, if any, as it may think fit to impose from time to time, and subject always to its right to vary or terminate such authorisation), to the fullest extent permitted by law

- (a) any matter which would otherwise result in a director infringing his duty to avoid a situation in which he has, or may have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties), and
- (b) a director to accept office or continue in any office, employment or position in addition to his office as a director of the company and without prejudice to the generality of article 110(a) may authorise the manner in which a conflict of interest arising out of such office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises,

provided that for this purpose the director in question and any other interested director are not counted in the quorum at any board meeting at which such matter, or such office, employment or position, is authorised and such authorisation was obtained without their voting or would have been obtained if their votes had not been counted

- 111 Where a matter, or office, employment or position has been authorised by the directors in accordance with article 110 (and subject to any limits or conditions imposed on such authority) and a conflict of interest arises or may arise, the director shall
- (a) not be required to disclose any confidential information relating to such matter, or such office, employment or position, to the company if to make such a disclosure

would result in a breach of duty or obligation of confidence owed by him in relation to or in connection with that matter, or that office, employment or position,

- (b) be entitled to absent himself from meetings of the directors at which anything relating to that matter, or that office, employment or position, will or may be discussed, and
- (c) be entitled to make such arrangements as such director thinks fit not to receive documents or information (including, without limitation, board and committee papers relating to the matter giving rise to the conflict of interest or possible conflict of interest) and/or for such documents or information to be received and read by a professional adviser on behalf of that director,

and in so doing such director shall not be in breach of any general duty he owes to the company pursuant to sections 171 to 177 inclusive of the Act

- 112 A director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter, or from any office, employment or position, which has been authorised by the directors pursuant to article 110 (subject in any such case to any limits or conditions to which authorisation was subject)

BORROWING POWERS OF THE DIRECTORS

- 113 The directors of the company may exercise all the powers of the company to borrow money, whether in excess of the nominal amount of the share capital of the company for the time being issued or not and to mortgage or charge its undertaking, property or uncalled capital, or any part thereof and subject to the Act to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the company or of any third party.

SECRETARY

- 114 Subject to the provisions of the Act, a Secretary may be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them

MINUTES

115 The directors shall cause minutes to be made in books kept for the purpose -

- (a) of all appointments of officers made by the directors,
- (b) of all proceedings at meetings of the company, of the Holders of any class of shares in the company, and of the directors, and of committees of directors including the names of the directors present at each such meeting

THE SEAL

116 The Seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the Seal is affixed and except as otherwise so determined it shall be signed by a director and by the Secretary or by a second director

DIVIDENDS

117 Subject to the provisions of the Act the company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the directors

118 Subject to the provisions of the Act, the directors may pay interim dividends if it appears to them that they are justified by the profits of the company available for distribution. If the share capital is divided into different classes, the directors must pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the directors act in good faith they shall 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 any shares having deferred or non-preferred rights

119 Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. Subject as aforesaid, all dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in

respect of which the dividend is paid, but if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly

- 120 A general meeting declaring a dividend may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the basis of the value so fixed in order to adjust the rights of members and may vest any assets in trustees
- 121 Any dividend or other monies payable in respect of a share may be paid by cheque sent by post to the registered address of the person entitled or, if two or more persons are the Holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the Holder, to the registered address of that person who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other monies payable in respect of the share
- 122 No dividend or other monies payable in respect of a share shall bear interest against the company unless otherwise provided by the rights attached to the share.
- 123 Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the company

ACCOUNTS

- 124 No member shall (as such) have any right of inspecting any accounting records or other book or document of the company except as conferred by statute or authorised by the directors or by ordinary resolution of the company

CAPITALISATION OF PROFITS

- 125 The directors may with the authority of an ordinary resolution of the company -

- (a) subject as hereinafter provided, resolve to capitalise any undivided profits of the company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the company's share premium account or capital redemption reserve,
- (b) appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions. or partly in one way and partly in the other but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may. for the purposes of this article, only be applied in paying up unissued shares to be issued to members credited as fully paid,
- (c) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this article in fractions, and
- (d) authorise any person to enter on behalf of all the members concerned into an agreement with the company providing for the allotment to them respectively. credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members

NOTICES

- 126 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the directors need not be in writing
- 127 The company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being known to the Company as being the member's address, unless the member has notified the company otherwise In the case of joint holders of a share, all notices shall be

given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the company

In this article, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications

- 128 The company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the company
- 129 A member present, either in person or by proxy, at any meeting of the company or of the Holders of any class of shares in the company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called
- 130 Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent
- 131 Proof that the envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted

- 132 A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner, authorised by the Articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied by them for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred

WINDING UP

- 133 If the company is wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. 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 members as he with the like sanction determine, but no member shall be compelled to accept any assets upon which there is a liability

INDEMNITY

- 134 Subject to the provisions of the Act but without prejudice to any indemnity to which the director may otherwise be entitled, every director or other officer or auditor of the company shall be indemnified out of the funds and assets of the company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto and against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company
- 135 Subject to the provisions of, and so far as is permitted by and consistent with the Act, the company
- (a) may provide a director or other officer of the company with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil

proceedings or in connection with any application under the provisions mentioned in Section 205 and 206 of the Act, and

- (b) may do anything to enable a director or other officer of the company to avoid incurring such expenditure, but so that the terms set out in Section 205 (1) and 206 (1) of the Act shall apply to any such provision of funds or other things done

DATED

17th July

2012

• (1) ARDEL TRUST COMPANY (GUERNSEY) LIMITED

(2) STEER DAVIES & GLEAVE LIMITED

SHARE BUY BACK AGREEMENT

STEPHENSON HARWOOD LLP

1 Finsbury Circus

London EC2M 7SH

Tel: +44 (0)20 7329 4422

Fax: +44 (0)20 7329 7100

Ref: 1810/815/01-50-02423

CONTENTS

	Page
1 Definitions and Interpretation	1
2 Condition	2
3 Sale and purchase of Shares	2
4 Further assurance.....	3
5 Ancillary Provisions	3

THIS AGREEMENT is dated

BETWEEN:

- (1) **STEER DAVIES & GLEAVE LIMITED** registered in England with company number 1883830 whose registered office is 28–32 Upper Ground, London SE1 9PD (the "Company"), and
- (2) **ARDEL TRUST COMPANY (GUERNSEY) LIMITED** registered in Guernsey with company number 5487 whose registered office is at Frances House, Sir William Place, St Peter Port, Guernsey, Channel Islands (the "Trustee")

BACKGROUND:

This Agreement shall be conditional upon the approval of its terms by the requisite majority of Shareholders

NOW IT IS HEREBY AGREED as follows:

1 Definitions and Interpretation

In this Agreement, unless inconsistent with the context or otherwise specified:

1.1 the following expressions have the following meanings:

"Agreement"	:	this agreement, as varied from time to time in accordance with its terms;
"Business Day"		a day other than a Saturday or Sunday or public holiday in the United Kingdom or Guernsey;
"Condition"	:	has the meaning ascribed to it in clause 2 of this Agreement;
"Encumbrance"	:	any mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest or security interest of any kind or any other type of preferential arrangement (including,

without limitation, any title transfer and retention arrangement) having similar effect,

"Parties" : the parties to this Agreement, and **"Party"** means any of them,

"Relevant Shares" up to 1,900,000 ordinary shares of one penny each in the capital of the Company, and

"Shareholder" a holder of ordinary shares in the Company

1 2 references to persons include natural persons, bodies corporate, firms, partnerships, unincorporated associations, governments, foundations and trustees (in each case whether or not having separate legal personality),

1 3 the singular includes the plural and vice versa,

1 4 clause headings are included for convenience only and do not affect its interpretation; and

1 5 references to time of day are to London time.

2 Condition

The sale and purchase of any or all of the Relevant Shares in accordance with clause 3 is conditional on a special resolution of the Company being duly passed, and not revoked, approving the terms of this Agreement (the **"Condition"**) in accordance with section 694 of the Companies Act 2006. If the Condition has not been satisfied before 1 October 2012 this Agreement shall cease to have effect immediately at such time.

3 Sale and purchase of Shares

3 1 The Trustee agrees to sell to the Company with limited title guarantee such number of the Relevant Shares as the Company may at its discretion select at a price of £1 38 per Relevant Share (the **"Share Price"**).

3 2 The Company may select the number of Relevant Shares (the **"Purchase Shares"**) that it shall purchase and the Trustee shall sell by giving notice (a **"Purchase**

Notice") to the Trustee at any time. The Company may give multiple Purchase Notices in relation to different Relevant Shares

3.3 Completion of the sale and purchase of the Purchase Shares shall take place upon such date as the Company may specify in the Purchase Notice being not less than 3 Business Days and not more than 10 Business Days after its service unless otherwise agreed by the Parties (subject to satisfaction of the Condition) when the Trustee shall deliver to the Company transfers of the Purchase Shares executed by the registered holder of the Purchase Shares in favour of the Company accompanied by the relative certificates (or appropriate indemnities for any lost certificates) (such documents together being the "**Transfer Documents**")

3.4 Upon receipt of Transfer Documents the Company shall transfer such amount as is equal to the Share Price multiplied by the number of Purchase Shares to such account as the Trustee may nominate

3.5 The Trustee warrants, and such warranty shall be deemed repeated at the time of each delivery of Transfer Documents, that it has not created any Encumbrances over the Purchase Shares.

4 Further assurance

The Trustee agrees that, on being requested in writing by the Company to do so, it shall, at the Company's expense, immediately execute and sign all such deeds and documents and do all such things as may be reasonably necessary to give effect to the terms of this Agreement.

5 Ancillary Provisions

5.1 Assignment

No Party shall assign, encumber, dispose of or otherwise transfer any of its rights under this Agreement without the prior written consent of the other Party which shall not be unreasonably withheld or delayed

5.2 Costs and expenses

The Company shall pay the reasonable costs and expenses of the Trustee incurred in the negotiation, preparation, execution, implementation and enforcement of this Agreement

5.3 Entire agreement

5.3.1 This Agreement, and the documents referred to in it, constitute the entire agreement and understanding of the Parties and supersede any previous agreement between the Parties in relation to its subject matter

5.3.2 Each of the Parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no right or remedy in respect of, any agreement, representation, warranty, statement, assurance or undertaking of any nature whatsoever (other than those expressly set out in this Agreement and the documents referred to in it) made by or given by any person prior to the date of this Agreement and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Nothing in this clause shall limit or exclude any liability for fraud

5.4 Variation

Except as otherwise permitted by this Agreement, no change to its terms shall be effective unless it is in writing and signed by or on behalf of each of the Parties.

5.5 Confidentiality

Except as required by law or applicable regulation or as otherwise contemplated by this Agreement or pursuant to any communication between the Company and its shareholders, no Party shall disclose the existence or terms of this Agreement to any person other than its respective officers, employees, financial and professional advisers and, in each case, then only to the extent that it is appropriate to do so.

5.6 Counterparts

This Agreement may be executed in any one or more number of counterpart agreements each of which, when executed, shall be deemed to form part of and

together constitute this Agreement.

5.7 Notices

5.7.1 Any notice or other communication to be given under this Agreement shall be in writing in English and shall be delivered by hand, fax, registered post, by courier (using a generally recognised international courier service) or by email, to the Party required to receive the notice or communication at its address as set out below:

(a) Party Steer Davies & Gleave Limited

Address: 28 – 32 Upper Ground, London SE1 9PD

Fax +44 20 7910 5001

Email: hugh.jones@sdgworld.net

For the attention of: Hugh Jones

(b) Party Ardel Trust Company (Guernsey) Limited

Address: PO Box 175, Frances House, Sir William Place, St. Peter Port, Guernsey GY1 4HQ

Fax 01481 732121

Email: chris.parrott@ardeltrust.com

For the attention of: Chris Parrott

A Party may change the address, fax number, email and the name of the person for whose attention notices are to be addressed by serving a notice on the others in accordance with this clause 5.

5.7.2 Any notice or other communication shall be effective upon receipt and shall be deemed to have been duly received:

(a) at the time of delivery if delivered by hand, registered post or courier, or

(b) at the time of transmission in legible form, if sent by fax or email,

PROVIDED that where such delivery or transmission occurs after 5 p.m. on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9 a.m. on the next following Business Day

5.8 Third party rights

A person who is not a party to this Agreement shall have no right to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999.

5.9 Governing law and jurisdiction

5.9.1 This Agreement and any non-contractual obligations arising from or in connection with it shall in all respects be governed by and interpreted in accordance with English law.

5.9.2 The Parties irrevocably agree that the Courts of England and Wales are to have exclusive jurisdiction over any dispute (a) arising from or in connection with this Agreement or (b) relating to any non-contractual obligations arising from or in connection with this Agreement

This Agreement has been signed on the date first stated on page 1 above

Executed and delivered as a deed by)
ARDEL TRUST COMPANY (GUERNSEY) LIMITED)
in the presence of the following witness)
who has also signed)

Witness signature

Witness name

Witness address
.....
.....

Executed and delivered as a deed by) *John*
STEER DAVIES & GLEAVE LIMITED)
in the presence of the following witness) *Stephen C. Hewitt*
who has also signed)

Witness signature

Witness name

Witness address

Stephen C. Hewitt
STEPHEN C. HEWITT
90, 28-32, UPPER CROWN
LONDON
SE1 9PD

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION If you are in any doubt as to the action you should take, you are recommended to seek your own independent financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser duly authorised under the Financial Services and Markets Act 2000 if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser

If you have sold or otherwise transferred all of your Shares please send this document together with the accompanying Form of Proxy, as soon as possible, to the purchaser or transferee or to Steer Davies & Gleave Limited for delivery to the purchaser or transferee

The contents of this document have been prepared by and are the sole responsibility of Steer Davies & Gleave Limited

Steer Davies & Gleave Limited

*(Incorporated and registered in England and Wales
with registered number 1883830)*

Notice of General Meeting and Information on Proposals for Various Transactions

This document should be read as a whole in conjunction with the accompanying Form of Proxy Your attention is drawn to the letter from the Board of Steer Davies & Gleave Limited which is set out at page 4 of this document

Notice of the General Meeting of Steer Davies & Gleave Limited to be held at the Max Nasatyr Room, Coin Street Neighbourhood Centre, 108 Stamford Street, South Bank, London SE1 9NH at 4 30 p m on 14 August 2012 is set out at the end of this document

Shareholders who hold their Shares directly will find a Form of Proxy and a form of consent to electronic communication from the Company enclosed with this document Participants in the Share Incentive Plan and holders of options in the EBT will find forms of voting instruction in relation to the Share Incentive Plan and the EBT respectively If applicable you are requested to complete and return such forms in accordance with the instructions printed therein

PART I – DEFINED TERMS

The following terms have the following meanings throughout this document (excluding the Notice of General Meeting) unless the context otherwise requires:-

"Articles"	the Company's articles of association from time to time;
"Authorised Related Holder"	has the meaning given to such term in paragraph 3 of Part II of this document
"Board of Directors" or "Board"	the board of directors of the Company,
"Business Day"	a day other than a Saturday or Sunday or public holiday in England and Wales on which banks are open in London for general commercial business,
"Buyback Contract"	the contract between the Company and the EBT relating to the purchase of Shares by the Company as described in paragraph 2 1 of Part II of this document,
"Company"	Steer Davies & Gleave Limited,
"EBT"	the SDG ESOP No 2 Trust,
"EBT Loan"	the loan agreement between the Company and the EBT as described in paragraph 2 1 of Part II of this document,
"EBT Trustee"	Ardel Trust Company (Guernsey) Limited, being the trustee of the EBT,
"Form of Proxy"	the form of proxy to be used in connection with the General Meeting, as referred to in paragraph 6 of Part II of this document;
"General Meeting"	the general meeting of the Company to be held at the Max Nasatyr Room, Coin Street Neighbourhood Centre, 108 Stamford Street, South Bank, London SE1 9NH at 4 30 p.m. on 14 August 2012, notice of which is set out at the end of this document,
"Group"	the Company and its subsidiary undertakings from time to time and "Group Company" shall be construed accordingly;
"HMRC"	Her Majesty's Revenue and Customs,
"New Articles"	the articles of association of the Company which will be adopted if the Resolution 1 set out in the Notice of General Meeting is passed;
"Non-binding Expression of Interest"	the Non-binding Expression of Interest form enclosed with this document in relation to the proposed offer by the EBT to purchase Shares from Shareholders as described in paragraph 2.1 of Part II of

	this document;
"Notice of General Meeting"	the notice of the General Meeting which appears at the end of this document;
"Proposals"	the proposals described in paragraph 2 of Part II of this document,
"Resolutions"	the resolutions to be proposed at the General Meeting;
"Shares"	ordinary shares of 1 penny each in the capital of the Company;
"Shareholders"	holders of Shares;
"Share Incentive Plan"	the Steer Davies & Gleave Limited Share Incentive Plan, and
"Steer Davies Gleave Voting Trust"	the trust that is proposed to be established pursuant to proposals described in paragraph 2.2 of Part II of this document,
"UK" or "United Kingdom"	the United Kingdom of Great Britain and Northern Ireland.

**PART II: LETTER FROM THE BOARD OF DIRECTORS OF STEER DAVIES &
GLEAVE LIMITED**

Directors

S Hewitt
H Jones
F Beltrandi
J Steer
J Lawrence
W Pike

Registered Office

28 – 32 Upper Ground
London
SE1 9PD

17 July 2012

Dear Shareholder,

Proposals in relation to a share buy back and the adoption of new articles of association together with related Notice of General Meeting

1 Background

Steer Davies & Gleave Limited is a successful employee-owned company. Since its formation in 1978, the Company has shown an ability to change and move forward with the times and the needs of its clients and staff. This ability to change and develop is integral to our success and longevity, it is a quality that we want to preserve and be ever willing to employ. In recent years, this ability to change and adapt has driven the growth of our international activities and also allowed us to take actions to mitigate the impact of recession - but then to move quickly and decisively as conditions improve.

In addition to a changing business, the way in which the Company is owned has changed. We have moved from being owned by small number of senior staff to a position where a group of staff own a significant proportion of the issued Shares and a larger number of staff own a small, but nevertheless important, stake.

It is the view of the Board that it is now appropriate to plan for and make changes to the model of ownership and governance to provide a basis for the long term prosperity and success of our Company. We have arrived at this conclusion following extensive deliberation and work and moreover we are of the view that we should not tinker piecemeal with the current structure but move progressively to a new ownership and governance model. Our reasons for reaching this conclusion are

- (a) despite the growth in the number of individual shareholdings and the Share Incentive Plan, the Employee Benefit Trust is the now the largest single Shareholder. Based upon recent trends it seems probable that the EBT, which owns Shares on behalf of individual employees and employees as a class, will soon own more than 50% of the issued Shares. At this point the EBT will control a majority of the voting rights in the Company yet its trustees do not benefit from established guidance,

- (b) the Company is likely to need to fund further and necessary Share succession. This is because sellers of Shares have outnumbered staff willing to purchase in recent years and it is our view that this trend will continue. The Company will therefore need from time to time to continue to provide funds to the EBT to enable it to purchase Shares from direct Shareholders (i.e. Shareholders who own their Shares in their own names rather than through other structures, such as the Share Incentive Plan);
- (c) any Board is accountable to its shareholders, in the case of a trust shareholder powers are normally exercised by the trustees of the trust. The EBT is a trust and the Board believes that it should re-define and codify its relationship with the trustees of the EBT so that they can be more effective in holding the Board to account. Should the Steer Davies Gleave Voting Trust (described below) be established and become a Shareholder, it will also be a trust and the Board believes it should codify its relationship with its trustees,
- (d) the anticipated shift in shareholding to the EBT marks an important point in the development of the Company and we wish to reflect the changed circumstances with an overhaul of wider governance arrangements. Moreover, the Board is of the opinion that it should set out and communicate the principles by which it will lead and manage the Company; and
- (e) we believe that employee ownership is beneficial to the Company, it has contributed to its successes and is capable of supporting the on-going development of the Company.

In preparation for changes to our governance structure and to allow for a managed succession of Share ownership we have in recent weeks commenced discussions with certain Shareholders and have reached a conditional agreement with many of them for the EBT to purchase the majority of their Shares. This is an important and necessary first step in this process.

To fund the purchase of Shares, which will be a significantly larger purchase of Shares than that completed in recent years during the annual share trading window we will use a combination of our own resources and bank debt. The use of our cash and bank debt has been considered by the Board and these proposals are viewed as being affordable and will allow the Company to pursue its current strategy for the development and progression of the business.

By making the changes described in the Proposals (see below), the Board is of the unanimous opinion that we will create a sustainable ownership and governance model for the Company that is clear, with the new governance model providing an improved means by which the Board can be held to account for the performance of the Company and the manner in which the Company is managed.

The steps that we propose to take to bring about this change are outlined in our description of the Proposals below.

The purpose of the General Meeting is

- (f) to seek Shareholder approval of the relevant components of the Proposals relating to ownership and the first stage of the governance related changes by an ordinary resolution,
- (g) to secure the necessary authority, via special resolution, to make changes to the Articles so as to bring about the implementation of the relevant components of the Proposals. A copy of the proposed amendments to the Articles will be available for inspection at the Company's registered office and on-line between the date of this document until the end of the General Meeting, those wishing to view the on-line copy should submit a request to EGM2012@sdgworld.net. A copy will also be available for inspection at the General Meeting itself, and
- (h) to seek approval for the purchase of Shares by the Company from the EBT via special resolution

The Company is also inviting all Shareholders to a briefing meeting at which it will explain the Proposals and seek to answer questions relating to the Proposals. The briefing meeting will be held at 4.00 p.m. on 24 July 2012 at the Max Nasatyr Room, Coin Street Neighbourhood Centre, 108 Stamford Street, South Bank, London SE1 9NH. Shareholders who wish to attend the briefing meeting should inform the Company by post or (during normal business hours only) by hand at Steer Davies & Gleave Limited, 28-32 Upper Ground, London SE1 9PD (for the attention of Priya Patel) or by email at EGM2012@sdgworld.net by no later than 4.00 p.m. on 23 July 2012.

2 The Proposals

There are two components to the Proposals: one relating to ownership and one relating to governance. Each is described below.

2.1 Ownership

The EBT and the Company have entered into conditional share purchase agreements with certain Shareholders. These agreements allow the EBT to buy the majority of the shares held by these Shareholders at £1.38 per share subject to certain conditions being satisfied or where possible waived including the passing of the special resolution to approve the Buyback Contract described in further detail below.

The EBT is and has always been funded by the Company, for example when the share trading window is opened and the EBT purchases Shares. For the transactions described above, the Company has entered into an agreement (the "EBT Loan") with the EBT and it will be through this agreement that funds are loaned to the EBT to enable it to pay for the Shares it purchases.

The Company has also entered into the Buyback Contract with the EBT under which the Company will be entitled to acquire a maximum of 1,900,000 shares from the EBT at £1.38 per Share. Any such acquisitions are conditional on the passing of the special resolution at the General Meeting to approve the Buyback Contract. It is intended that the price paid on the buyback of Shares by the Company from the EBT will be used to repay the EBT Loan (described above), in part or whole. Once Shares have been acquired by the Company from the EBT,

these shares will be cancelled. This action is required by law. A copy of the Buyback Contract will be available for inspection at the Company's registered office between the date of this document and the end of the General Meeting and then afterwards as required by law. A copy will also be available for inspection at the General Meeting itself.

The Company, through the EBT, intends to make a further offer to all remaining Shareholders for the purchase of Shares, excepting those held within the Share Incentive Plan. It is intended that this offer would be made on similar terms to those applying to the purchases described above. This offer would not oblige Shareholders to sell their Shares but is intended to provide an opportunity for all direct Shareholders, whether large or small, to sell Shares at the same price per Share. The Company has obtained independent advice such that, subject to certain assumptions, the proposed £1.38 Share purchase price is not unreasonable. In the case of employees or directors of Group Companies and Authorised Related Holders, the offer would be subject to a maximum number of Shares in aggregate (the "**Aggregate Maximum**") and in the event Shareholders wish to sell more than the Aggregate Maximum, the offer will be scaled back pro rata between accepting Shareholders so as not to exceed the Aggregate Maximum. Such accepting Shareholders will be notified of the amount of Shares they may sell when they are sent the formal documentation relating to the offer. The Aggregate Maximum will not apply to the offer to Shareholders who are not employees or directors of Group Companies or Authorised Related Holders.

Shareholders who are potentially interested in such an offer are asked to complete and return the enclosed form headed "Non-Binding Expression of Interest" in accordance with the instructions set out therein, following which the Company intends to provide formal legal documents to such Shareholders. For the avoidance of doubt, this document does not constitute an offer and any acquisition of shares by the EBT from any Shareholder is subject to signing of a Share purchase contract between the EBT and that Shareholder.

We intend that the Company will be owned by or on behalf of its employees, their spouses, partners and appropriate trusts and those that have retired from employment with the Company with the Company's agreement. To this end we have proposed changes to the Articles that will limit ownership to this group and provide a mechanism to acquire shares when these shareholding criteria are not met. The amendment of the Articles requires approval by the Shareholders at the General Meeting by special resolution.

Those Shareholders who do not satisfy the criteria specified in the New Articles for holding Shares are entitled to apply to sell Shares to the EBT as described above and should complete and return the enclosed form headed "Non-Binding Expression of Interest" as soon as possible if they wish to do so. **If they do not do so and do not sign a share purchase contract with the EBT for the purchase by the EBT of their Shares by a date to be determined by the Board, the Board intends to exercise its powers under the New Articles to require a compulsory sale to the EBT of some or all of the Shares held by**

those shareholders, assuming that the New Articles are adopted at the General Meeting.

We propose to continue with the Company's Share Incentive Plan and retain its HMRC approved status.

2 2 Governance

The Board proposes to change the Company's governance model in two stages, as set out below. The first stage is an integral component of the Proposals and subject to the passing of the ordinary resolution to approve the Proposals. The second stage would require approval at a future general meeting and is subject to change and refinement. We believe that it is however appropriate for Shareholders to be aware of the Board's intentions in respect of this second stage.

Any approval of the second stage at a future general meeting would be subject to the passing of special resolutions. Special resolutions require 75% of those eligible to vote to approve the resolution. The trustee of the EBT would be eligible to vote on these resolutions and as a result of the ownership proposals outlined above its shareholding will have materially increased.

Governance Stage 1

The purchase of Shares described above would increase the EBT's shareholding to in excess of 50% of the issued Shares. It is helpful that the trustee of the EBT be able to look to clear principles to enable it to perform properly its responsibilities as controlling Shareholder and the trustee will therefore look to the Company's governance model to ascertain what those principles might be. Accordingly the Board intends to adopt by Board resolution after the conclusion of the General Meeting (assuming the Resolutions to be proposed at the General Meeting are passed) a Statement of Mission and Principles, a copy of which is enclosed with this letter. This Statement is intended to provide guidance as to how the business will operate and the basis upon which decisions will be taken.

It is the Board's intention to employ the Statement of Mission and Principles to test and develop the effectiveness of this approach and to do so in conjunction with staff with whom it will engage through a communication and consultation programme to inform the development of the Mission and Principles and the Blue Book (which is described below). The adoption of the Statement of Mission and Principles would mean that the Company continues as a "for profit" company. However the Company will be led and managed for profit in accordance with the Statement of Mission and Principles.

Governance Stage 2

There are two components to Stage 2

- The Blue Book, and
- The Steer Davies Gleave Voting Trust

Component 1 The Blue Book

It is the Board's intention that subject to the successful completion of the first stage of our plan to reform governance, the Statement of Mission and Principles should form part of the Company's constitution. The Board envisages a document that has a working title of "The Blue Book" being enshrined through the Articles. The mandating of The Blue Book through the Articles will require the Board to operate in accordance with its content and changes to it will only be possible with Shareholder approval. If the Steer Davies Gleave Voting Trust (described further below) is created, the requirement to obtain Shareholder approval will mean that changes will require the approval of the trustees of the Steer Davies Gleave Voting Trust and, under the terms of the Steer Davies Gleave Voting Trust, also employees.

The Blue Book will contain the Statement of Mission and Principles and it will also set out expectations of staff in terms of their commitment to the Company and its Mission and Principles.

It is intended to include within the Blue Book an obligation on the Board, in certain circumstances to engage with the trustees of the Steer Davies Gleave Voting Trust so that the trustees are able to fulfil a stewardship role with the respect to the Company. The Blue Book would also identify the matters upon which the trustees of the Steer Davies Gleave Voting Trust must be consulted and those for the which the employees would be consulted and the procedures for doing this

Component 2 The Steer Davies Gleave Voting Trust

The Steer Davies Gleave Voting Trust would hold the voting rights associated with the shares under its stewardship. It would also hold the powers granted to it via the Blue Book and be subject to the obligations created by the Blue Book and the Steer Davies Gleave Voting Trust Deed.

It is intended that the Steer Davies Gleave Voting Trust would, at a future point, make an offer to each person holding Shares at the time of the offer to acquire his/her/its Shares, and in consideration it would hold the economic interests in those Shares on trust for him/her/it. The Steer Davies Gleave Voting Trust would be required to exercise the voting and other rights attached to those Shares in accordance with the Blue Book and the Articles. In accordance with the Articles, if such an offer were accepted by the holders of 75% or more of the issued Shares, the remaining Shareholders could also be required to transfer their Shares to the Steer Davies Gleave Voting Trust on the same basis if the Steer Davies Gleave Voting Trust, with the consent of the Board, so decided. The trustee of the EBT would be eligible to vote on these resolutions and as a result of the Ownership proposals outlined above its shareholding will have materially increased.

The Steer Davies Gleave Voting Trust would be overseen by trustees. The trustees should be experienced and competent individuals in order to be effective and fully represent employees' interests. In addition, at least one trustee should know and understand our business. The Board believes that employees should contribute to the identification of a suitable individual as one of the trustees.

We need empowered and knowledgeable trustees who are able to exercise stewardship of the Company in accordance with the terms of the Steer Davies Gleave Voting Trust and Blue Book; but this model of governance must also allow the Board to manage and operate the business in a timely, effective and proper manner. This means that for the vast majority of business issues the trustees will provide a scrutiny function; but in certain circumstances the Board will have to seek the permission of the Steer Davies Gleave Voting Trust trustees and the trustees may be required to seek the views of the employees.

It is the Board's intention to present its next steps in respect of governance Stage 2 at the 2012 AGM.

3 Explanation of the changes to the Articles

We are asking Shareholders to approve a number of amendments to the Articles primarily to reflect recent legislation (including the Companies Act 2006) and the implementation of certain of the Proposals. This section explains the main changes that are proposed but does not note minor or technical changes.

Copies of the New Articles and a copy of the existing Articles marked to show the proposed changes will be available for inspection during normal business hours at the registered office of the Company and on-line from the date of this Document until the end of the General Meeting and at the General Meeting itself; those wishing to view the on-line copy should submit a request to EGM2012@sdgworld.net

The Company's objects

The Companies Act 2006 significantly reduces the constitutional significance of a company's memorandum, providing that it will record only the names of subscribers and the number of shares each subscriber has agreed to take in the Company. The objects clause and all other provisions which are contained in a company's memorandum, for existing companies at 1 October 2009, are deemed to be contained in the company's articles of association but the company can remove these provisions by special resolution. Further the Companies Act 2006 states that unless a company's articles provide otherwise, a company's objects are unrestricted. This abolishes the need for companies to have objects clauses. For this reason the Company is proposing to remove its objects clause together with all other provisions of its memorandum which, by virtue of the Companies Act 2006, are treated as forming part of the Company's articles of association.

Articles which duplicate statutory provisions

Provisions in the Articles which replicate provisions contained in the Companies Act 2006 are in the main amended to bring them into line with the Companies Act 2006.

Notice of general meetings

The New Articles amend the provisions of the Articles to be consistent with the Companies Act 2006 which provides that (save for meetings called for the removal of directors or auditors) only 14 days' notice is required for a general meeting or shorter notice where a resolution reducing the period of notice to less than 14 days has been

passed by a majority in number holding not less than 90 per cent in nominal value of the shares

Cut off for appointing a proxy

The Companies Act 2006 states that any provision of the company's articles which requires any appointment of a proxy to be received by the company more than 48 hours before the time of the meeting, is void. A company may not therefore require proxy forms to be returned to it more than 48 hours before a general meeting (excepting non-working days). Accordingly, this requirement has been removed in the New Articles and the requirements will be set out in any notice convening the meeting or instrument of proxy sent out by the Company.

Directors' conflicts of interest

The Companies Act 2006 allows directors to authorise conflicts and potential conflicts of interest where appropriate, where the company's articles contain a provision to this effect. The Companies Act 2006 also allows the articles to contain other provisions for dealing with directors' conflicts of interest to avoid a breach of duty. The New Articles give the directors authority to approve such situations and include provisions to allow conflicts of interest to be dealt with. The directors will be able to impose limits or conditions when giving authorisation if they think this is appropriate. The New Articles contain provisions relating to confidential information, attendance at board meetings and availability of board papers to protect a director being in breach of duty if a conflict of interest or potential conflict of interest arises. These provisions will only apply where the position giving rise to the potential conflict has previously been authorised by the directors.

Drag along provisions

As described above, the existing Articles provide that if a bidder makes a takeover offer for all the Shares and receives acceptances in respect of at least 75% of such Shares, such bidder may oblige those Shareholders who have not accepted the offer to sell their Shares to the bidder on the terms of the offer. The New Articles set out the process by which this would be effected (and Shareholders would receive a written notice from the bidder setting out the same at the time).

These provisions are not intended to significantly change the conceptual position under the Articles but seek to set out the procedure in more detail to ensure certainty and avoid possible confusion.

Compulsory Transfer

As described above, the New Articles contain a provision whereby the Company may require a Shareholder who is not (i) an employee or director of a Group Company, (ii) an Authorised Related Holder (as defined below) or (iii) the trustees of a trust established for the benefit of employees of the Group, to transfer such Shares to the Company or such other person as the Company may nominate. The price payable for such Shares shall be the price previously contractually agreed between the Company and such Shareholder (if applicable), the most recent Share price determined in accordance with the Articles or such higher price as the Board may in its discretion determine. The New Articles set out

the process by which this would be effected (and relevant Shareholders would receive a written notice from the Company setting out the same at the time)

An Authorised Related Holder is

- (i) the spouse or civil partner of an employee or director or a Retired employee or director of a Group Company (the "Partner"),
- (ii) the trustees of a family trust of which an employee or director or a Retired employee or director of a Group Company or his/her Partner is either a settlor or a beneficiary,
- (iii) the trustees of a bare trust which holds the shares as nominee for an employee or director or a Retired employee or director of a Group Company or his/her Partner; and
- (iv) the trustees of any self invested pension plan for the benefit of an employee or director or a Retired employee or director of a Group Company or his/her Partner

and "Retired" means an employee or director who retired with the agreement of the Company

Removal of Directors

In common with many other companies' articles of association, the New Articles contain a provision whereby a director shall be removed from office if all the other directors so resolve.

4 UK tax

General

The following information is intended only as a general and non-exhaustive guide. It is based upon current UK tax law and the current practice of HMRC, both of which could change, possibly with retrospective effect.

The information below, except in the case of the EBT Trustee as specifically stated, is intended to apply to Shareholders who are individuals and who are resident, ordinarily resident and domiciled in the UK for UK tax purposes and who are absolute beneficial owners of their Shares and hold them for investments purposes rather than assets for trading or dealing

Any Shareholder who is in any doubt about their tax position, or who is subject to taxation in a jurisdiction outside the UK, is strongly recommended to seek professional tax advice.

Shareholders selling Shares

Shareholders who sell their Shares to the EBT Trustee will make a disposal of their Shares for the purposes of UK taxation of capital gains

An individual who is a Shareholder and who, for UK tax purposes, is resident or ordinarily resident in the UK, or who is temporarily non-resident in the UK, will in principle be subject to capital gains tax in respect of any gain arising on a disposal of his or her Shares to the EBT Trustee. Capital gains tax is calculated by reference to the difference between the amount that the Shareholder paid for his or her Shares and

the amount that the Shareholder receives as consideration for the sale

Individual Shareholders are entitled to an annual exemption from their taxable gains in a certain year. For the 2012/13 tax year, the exempt amount (applying to all gains) is £10,600. Some Shareholders may be able to benefit from other reliefs or exemptions such as Entrepreneurs' Relief or from losses made on other disposals of capital assets.

If a Shareholder makes a loss on a disposal of his or her Shares, he or she may be able to offset that loss against disposals of other capital assets in the same tax year or in subsequent tax years.

The position of the EBT Trustee

The EBT Trustee considers that it is not at present resident in the UK for UK tax purposes and that it does not carry on any trade in the UK.

The acquisition of Shares from Shareholders by the EBT Trustee and the sale of Shares by the EBT Trustee to the Company should not cause the EBT Trustee to become resident if it would not otherwise be so.

A person who is not resident in the UK and who is not carrying on a trade in the UK, is not liable to UK capital gains taxation on an acquisition or disposal of Shares in the Company or to UK income taxation on a distribution made by the Company.

The position of the Company

The Company will be treated as making a distribution when it purchases its shares from the EBT Trustee of an amount equal to the difference between the amount paid and the nominal amount of the share capital and attributable share premium (if any). This will not give rise to a charge to corporation tax in the Company, but the Company will not obtain any corporation tax deduction as a result of making that payment.

The Company intends that the EBT Loan to the EBT Trustee will be discharged in full during the Company's current accounting period.

Stamp Duty

The acquisition of the Shares by the EBT Trustee will be subject to stamp duty. The acquisition of the Shares by the Company will also be subject to stamp duty. The Company intends to bear the cost of both stamp duty charges.

5 The General Meeting

A notice convening the General Meeting is set out at the end of this document. The General Meeting will be held at the Max Nasatyr Room, Coin Street Neighbourhood Centre, 108 Stamford Street, South Bank, London SE1 9NH, at 4.30 p.m. on 14 August 2012. Special resolutions will be proposed to adopt the New Articles (Resolution 1) and to approve the Buyback Contract (Resolution 2) and an ordinary resolution will be proposed to approve the relevant parts of the Proposals (Resolution 3).

Resolution 3 is conditional on the passing of Resolutions 1 and 2. Resolutions 1 and 2 will be proposed as special resolutions, requiring a 75% majority of votes cast in favour at the General Meeting in person or by proxy. Resolution 3 will be proposed as an ordinary resolution, requiring a simple majority of votes cast in favour at the General Meeting in person or by proxy.

6 Action to be taken

Form of Proxy

You will find enclosed with this document a Form of Proxy for use in connection with the General Meeting or any adjournment thereof. This Form of Proxy is in pink and is to be used in respect of Shares which are directly held by Shareholders.

It is important that Shareholders have the opportunity to vote, even if they are unable to attend the General Meeting. If you are unable to attend the General Meeting you can use the enclosed Form of Proxy to nominate the chairman of the meeting or someone else of your choosing to attend the meeting and vote for you.

Whether or not you wish to attend the General Meeting in person, you are requested to complete the Form of Proxy in accordance with the instructions set out therein and return it by post using the reply-paid envelope provided or (during normal business hours only) by hand to the Company at Steer Davies & Gleave Limited 28 – 32 Upper Ground, London SE1 9PD (for the attention of Priya Patel) or by email at EGM2012@sdgworld.net as soon as possible and in any event so as to arrive by no later than 4.30 p.m. on 10 August 2012. Unless the Form of Proxy is received by such date and time, it will be invalid.

Completion and posting of the Form of Proxy will not preclude you from attending and voting in person at the General Meeting if you wish to do so.

Share Incentive Plan and EBT

Participants in the Share Incentive Plan will receive a green form relating to the Share Incentive Plan and holders of options under the EBT will receive a blue form relating to the EBT. If you consider that you should have received such a form(s) but have not, please contact Priya Patel on 0207 910 5000 or at Steer Davies & Gleave Limited 28 – 32 Upper Ground, London SE1 9PD or EGM2012@sdgworld.net.

The trustees of the Share Incentive Plan are required by its constitution to seek instructions from participants in the Share Incentive Plan as to how they should vote at the General Meeting the Shares awarded or allocated to the participants. In the absence of such instructions the trustees of the Share Incentive Plan will be unable to vote such Shares.

The trustees of the EBT are required by its constitution to seek instructions from individuals who have options to acquire Shares in respect of which the EBT holds Shares as subject to those options or otherwise as reserved or subject to an arrangement for the satisfaction of those options as to how they should vote such Shares at the General Meeting. In the absence of such instructions the trustees of the EBT will be permitted to vote such Shares at the General Meeting at its discretion.

If applicable you are requested to complete such forms in accordance with the instructions set out therein and return them by post using the reply-paid envelope provided or (during normal business hours only) by hand to Steer Davies & Gleave Limited 28 – 32 Upper Ground, London SE1 9PD (for the attention of Priya Patel) or by email at EGM2012@sdgworld.net as soon as possible and in any event so as to arrive by no later than 4.30 p.m. on 8 August 2012.

Electronic communication

You will find enclosed with this document a letter requesting confirmation of your email address and formal agreement to the Company sending or supplying documents or information to you as a Shareholder in electronic form. You are requested to follow the instructions in such letter and complete and return it as appropriate in accordance with the instructions set out therein.

Reply-paid envelope

A reply-paid envelope will be provided that can be used to return any or all of the Form of Proxy, the instructions to the Share Incentive Plan or EBT Trustees and the consent to the use of electronic communication. UK based Shareholders will receive the envelope with this document and non-UK based Shareholders will receive it under separate cover.

Non-Binding Expression of Interest

If applicable you are requested to return the Non-Binding Expression of Interest (as described in paragraph 2.1 of Part II of this document) in accordance with the instructions set out therein and return it by post or (during normal business hours only) by hand to Steer Davies & Gleave Limited 28-32 Upper Ground, London SE1 9PD (for the attention of Priya Patel) or by email at EGM2012@sdgworld.net as soon as possible and in any event so as to arrive by no later than July 31 2012.

Shareholder Briefing Meeting

If you wish to attend the Shareholder briefing meeting described in paragraph 1 of Part II of this document you are requested to inform the Company by post or (during normal business hours only) by hand at Steer Davies & Gleave Limited, 28-32 Upper Ground, London SE1 9PD (for the attention of Priya Patel) or by email at EGM2012@sdgworld.net by no later than 4.00 p.m. on 23 July 2012.

7

Recommendation

The Board considers that the Proposals are in the best interests of the Company and accordingly the Board unanimously recommends that Shareholders vote in favour of the Resolutions at the General Meeting.

Yours sincerely

Chairman

On behalf of the Board of Directors

Steer Davies & Gleave Limited

(Incorporated and registered in England and Wales with registered number 1883830)

NOTICE IS HEREBY GIVEN that a general meeting of Steer Davies & Gleave Limited (the "**Company**") will be held at 4.30 p.m. on 14 August 2012 at the Max Nasatyr Room, Coin Street Neighbourhood Centre, 108 Stamford Street, South Bank, London SE1 9NH to consider and, if thought fit, pass the following resolutions, of which Resolutions 1 and 2 will be proposed as special resolutions and Resolution 3 will be proposed as an ordinary resolution:

SPECIAL RESOLUTIONS

1. THAT the new articles produced to the meeting and initialled by the chairman for the purposes of identification be and are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association and any provisions of the Company's Memorandum of Association which, by virtue of section 28 of the Companies Act 2006, are to be treated as provisions of the Company's Articles of Association be deleted.
2. THAT the terms of the contract proposed to be made between the Company and Ardel Trust Company (Guernsey) Limited for the purchase by the Company of up to 1,900,000 ordinary shares of 1 penny each in the Company for a per share consideration of £1.38 as set out in the contract produced to the meeting and initialled by the chairman of the meeting for the purposes of identification be approved.

ORDINARY RESOLUTION

3. THAT, subject to the passing of resolutions 1 and 2, the proposals described in the circular to shareholders dated 17 July 2012 relating to, amongst other things, the purchase of shares from certain shareholders and a loan from the Company to Ardel Trust Company (Guernsey) Limited be approved.

Registered Office
28 – 32 Upper Ground
London
SE1 9PD

By the Order of the Board
Vicky Dorrington
Company Secretary
17 July 2012

NOTES TO THE NOTICE OF THE GENERAL MEETING

- 1 A member of the Company is entitled to appoint a proxy to exercise all or any of his/her rights to attend and to speak and vote on his/her behalf at the General Meeting. A proxy need not be a member of the Company but must attend the General Meeting to represent you. A form of proxy which may be used to make such appointment and give proxy instructions accompanies this notice (for the attention of ordinary shareholders only). If you do not have a form of proxy and believe that you should have one, or if you require additional forms, please contact Priya Patel on 0207 910 5000 or at Steer Davies & Gleave Limited 28 – 32 Upper Ground, London SE1 9PD or EGM2012@sdgworld.net. You can only appoint a proxy using the procedures set out in these notes and the notes to the form of proxy.
- 2 A member may appoint more than one proxy in relation to the General Meeting provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that member. To appoint more than one proxy, please photocopy the form of proxy and follow the instructions set out therein.
- 3 To be valid any form of proxy or other instrument appointing a proxy must be received by post (using the reply paid envelope provided) or (during normal business hours only) by hand by the Company at Steer Davies & Gleave Limited 28 - 32 Upper Ground, London SE1 9PD (for the attention of Priya Patel) or by email at EGM2012@sdgworld.net no later than 4.30 p.m. on 10 August 2012.
- 4 In the case of a member which is a company, the form of proxy must be executed under its common seal or signed on its behalf by an officer of the company or an attorney for the company.
- 5 Any power of attorney or any other authority under which the form of proxy is signed (or a duly certified copy of such power or authority) must be included with the form of proxy.
- 6 A vote withheld is not a vote in law, which means that the vote will not be counted in the calculation of votes for or against the resolution. If no voting indication is given, your proxy will vote or abstain from voting at his or her discretion. Your proxy will vote (or abstain from voting) as he or she thinks fit in relation to any other matter which is put before the General Meeting.
- 7 In the case of joint holders of a share, where more than one of the joint holders purports to appoint a proxy, only the appointment submitted by the most senior holder will be accepted. Seniority is determined by the order in which the names of the joint holders appear in the Company's register of members in respect of the joint holding (the first named being the most senior).
- 8 To change your proxy instructions, simply submit a new proxy appointment using the methods set out above. Note that the cut-off time for receipt of proxy appointments (see above) also applies in relation to amended instructions. If you do submit more than one valid proxy appointment in respect of the same share(s), the appointment received last before the latest time for the receipt of proxies will take precedence.
- 9 A corporation which is a member can appoint one or more corporate representatives who may exercise, on its behalf, all its powers as a member, provided that no more than one corporate representative exercises powers over the same share.
- 10 The email address EGM2012@sdgworld.net should not be used for any purpose other than as expressly stated herein.