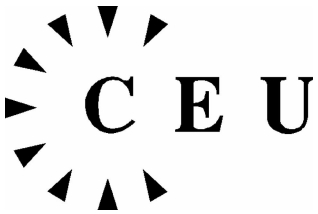

CENTRAL EUROPEAN UNIVERSITY

COMPARATIVE ANALYSIS OF EU, GERMAN AND GEORGIAN REGULATIONS ON SQUEEZE-OUT

by

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ABSTRACT

The paper focuses on the legal framework of squeeze-out. The purpose of the thesis is to identify the problems of the squeeze-out procedure and give an overview of the offered solutions by EU Directive on Takeover Bids, German and Georgian Legislations. Regulations will be compared in the scope of effectiveness of the fair price determination methods for the shares acquired by a majority shareholder.

A descriptive method is used to provide an overview of the regulations, while a comparative method is employed to analyze the provisions.

The analysis leads to the conclusion that the provisions regulating the squeeze-out do not always provide the possibility of reasonable price determination. Accomplishment of proper application of the offered regulations is highly depended on each country's development level. As opposed to those countries where there is no working stock market, in the countries with developed market economy, the rules are better implemented and the protection of minority shareholders is better guaranteed.

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INTRODUCTION

As companies play a significant role in the development of market economies, gaining power over them becomes more and more attractive. In the process of attaining control of corporations, legal regulations have a major importance. They must ensure that the rights of all participants of the transactions are equally protected.

One can attain full control of a stock corporation by using different ways. One of the means for a majority shareholder to do so is to squeeze-out minority shareholder(s), *i.e.*, force the minority out of the company in return for a specific compensation. Squeeze-out became quite an acute issue recently. As one of the scholars, Peer Zumbansen notes, the world is "hearing cries for an adequate regulation of so-called squeeze-outs of minority shareholders. Yet, it is far from evident whether such an explicit regulation would actually provide effective protection of small […] groups of shareholders."[1] Although the rules concerning squeeze-out vary from country to country, the risks and controversies concerning this institute are essentially the same.

There are a number of significant reasons why I decided to compare the Georgian legislation with the European Union Directive on Takeover Bids (hereinafter "the Directive")[2] and the German laws concerning the right to squeeze-out. Firstly, it has to be noted that the Georgian legal system is based on the continental legal system. It stands close to the German laws, due to the reason that German legal experts have provided intensive consultations to Georgian legislators when the latter were drafting new laws of the country, which regained independence after the dissolution of the Soviet Union. Since the early 2000's, Georgian laws continued to change in search of the best regulation to fit the existing

[1] Peer Zumbansen, *German Corporate Law in Constitutional Perspective: The Squeeze-Out Reviewed*, German Law Journal Vol. 2 No. 2 – 1, February 2001, § 6.

[2] Directive 2004/25/EC of the European Parliament and of the Council of April 21, 2004 on Takeover Bids, Official Journal L 142 , 30/04/2004 P. 0012 – 0023.

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situation, and, in turn, create an investor-friendly environment in the country. Up until the present time, the experience of leading market economy countries is always taken into consideration when new laws are drafted in Georgia. The government tries to fit European regulations to its jurisdiction and follow the benchmarks set by those countries. Hence, it is interesting to see whether the attempts of harmonization of Georgian laws with the European laws have turned out to be successful.

With sound knowledge in Georgian law and being socially aware of the problems specific to legal institutes in the country, I will identify the acute issues arising out of squeeze-out regulations. In turn, I will provide some advice on when, and on what terms, it is practical to import foreign legal institutes into Georgian legislation.

In 2005, the squeeze-out rule was introduced by adding a provision to the Law on Entrepreneurs of Georgia[3] - the law, which regulates the fundamental company law issues in the country. The introduction of the said provision raised debates and, in 2006, its constitutionality was contested by five constitutional claims.[4] The Constitutional Court of Georgia united the cases and, taking into consideration the existing situation on the market and the contents of the provision itself, abolished the provision in 2007.[5] A new article regulating the squeeze-out right came into force in 2008.[6] While debates continue on the constitutionality of the squeeze-out, the present version provides for more extensive court control over the procedure and stays in force.

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[3] Kanoni "Metsarmeta Shesakheb" [The Law on Entrepreneurs of Georgia], adopted in 1994.

[4] Constitutional Claims #370, #382, #390, #402, #405.

[5] The Constitutional Court of Georgia, Decision N2/1 – 370, 382, 390, 402, 405, decided on May 18, 2007, Tbilisi, Georgia.

[6] Art, 53^4 added by the Act Regarding Modifications and Amendments to the Law on Entrepreneurs of Georgia, N5913, March 14, 2008.

Georgia is not the only country where legal concerns about the squeeze-out issue have been raised: its constitutionality has also been examined in Germany[7] and Czech Republic.[8] Apart from the issue of constitutionality, there have been concerns regarding the fair evaluation of the price of shares, which remains a controversial issue.

The purpose of this thesis is to demonstrate the inherent problems of the squeeze-out procedure and give an overview of the offered solutions on the European Union level, as well as the specific regulations of Germany and Georgia. Along with this, I will analyze the given solutions and present normative suggestions with regard to the effectiveness of each in respective jurisdictions. Providing insight into the legal framework of squeeze-out will be done through a descriptive method, while a comparative method will be used to examine the efficiency of these regulatory perspectives.

The first chapter will introduce the legal institute of squeeze-out and give the reader an opportunity to see it from two different perspectives. The second chapter will provide an overview of the regulations enshrined in the Directive on Takeover Bids, the German Stock Corporation Act (*Aktiengesetz, AktG*),[9] the German Securities Acquisition and Takeover Act (*Wertpapierübernahmegesetz, WpÜG*),[10] and in the Georgian Law on Entrepreneurs. The crucial issue of fair evaluation of shares during the squeeze-out procedure will be addressed in the third chapter. Here, I will compare advantages and shortcomings of each evaluating method, offered by diverse regulations. In addition, the constitutional perspective of the squeeze-out will be taken into consideration. However, as the thesis focuses on the private

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[7] BVerfGE 14, 263, *Feldmühle*, decided on August 7, 1962 [decision by the German Federal Constitutional Court].

[8] Pl.US 56/05, decided on March 27, 2008 [decision by the Constitutional Court of the Czech Republic].

[9] Aktiengesetz [The German Stock Corporation Act], BGBl. I S. 1089) FNA 4121-1, in force from September 6, 1965.

[10] Wertpapierübernahmegesetz [The German Securities Acquisition and Takeover Act], BGBl. I S. 3822, in force from January 1, 2002.

law scope of this legal phenomenon, the issue of constitutionality will not be studied fundamentally.

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CHAPTER 1: THE LEGAL PHENOMENON OF SQUEEZE-OUT

Squeeze-out is defined as "[a]n action taken in an attempt to eliminate or reduce a minority interest in a corporation."[11] Squeeze-out is also denominated as "buy-out" by some scholars and laws. This rule entitles a majority shareholder, who holds a certain percentage of shares (usually between 90-95%), to force minority shareholder(s) to sell the shares to it. In every case, fair compensation shall be guaranteed for the acquired shares. There can be two cases of squeeze-out: one is a general company law squeeze-out and the other that follows a takeover.

Squeeze-out can be seen from two perspectives: majority and minority perspectives. The benefits and the drawbacks of the procedure differ in each respect.

1.1 Majority Perspective

There might be a variety of reasons for a majority shareholder to buy out minority shareholders. Firstly, shareholders are granted certain rights that can be abused by minority shareholders, thereby causing problems to the company. One example of misusing the rights can be the case when minority shareholders go to court while exercising some of the granted rights even if there is no vital need to do so. Consequently, the company is engaged in numerous court proceedings and this makes it hard for the entity to operate in its ordinary course of business. As a result, the company loses its credibility and, therefore, business opportunities. This decreases the wealth of the corporation as well as the number of potential investments. Secondly, there are cases when it is difficult to call the general meeting of shareholders, as the contact details of numerous minority shareholders are not in the records

[11] *Squeeze-out*, *in* Bryan A. Garner (editor in chief), *Black's Law Dictionary*, 9th ed., Thomson Reuters, 2009.

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of a company. This is especially typical to those stock corporations, which have been formed as a result of the mass privatization of previously state-owned companies.[12] In these corporations, shares were given to the employees and this led to the emergence of numerous small shareholders who were "totally unaware of their rights and [had] no trust to the majority - controlling shareholders."[13] Thirdly, if it is still possible to call a general meeting, it is connected to high organizational costs. Fourthly, the existence of numerous shareholders may impose supplementary requirements on the company.[14] Fifthly, there might be obstacles to the procedure of delisting a company from a stock exchange by buying out the minority shareholders if the squeeze-out regulations are not in force. This was the case in Germany before the introduction of squeeze-out rule.[15] As it has been demonstrated in the dataset created by the Independent Association of Shareholders and Investors[16], 264 squeeze-outs of publicly listed companies have been executed from 2002 to 2008.[17] And, after making use of the right to squeeze-out (the one that follows a takeover), several delistings took place in Germany.[18]

The abovementioned are some of the motives why majority shareholder may desire to expel minority shareholders who have become a burden for the company.

[12] This was the precise case in Georgia.

[13] Kakha Kuchava, *Savaldebulo Mikidva – Uplebata Dargveva Tu Gza Uketesi Korporatsiuli Martvisken [Squeeze Out - Violation of Rights or a Way to Better Corporate Governance]*, Quarterly Bulletin on Corporate Governance, issue #11, October-November-December 2007 (Geo.), p.5, available at: http://www.ifc.org/ifcext/gcgp.nsf/AttachmentsByTitle/QB11A1/$FILE/QB11A1.pdf, (author's translation).

[14] Laws of certain countries require the entities to meet additional obligations, if they have more than a specific number of shareholders (see, for example, Art.51(3) of the Law on Entrepreneurs of Georgia, which imposes the obligation on a company to have the share registry kept by an independent registrar, if the number of shareholders exceeds 50).

[15] Silvia Elsland and Martin Weber, *Squeeze-outs in Germany: Determinants of the Announcement Effects*, 2004, p.2.

[16] *Schutzgemeinschaft der Kapitalanleger, "SdK"* [The Independent Association of Shareholders and Investors].

[17] Ettore Croci et al., *Minority Squeeze-out Regulation in Germany – Efficiency, Fairness, and Economic Consequences*, preliminary version, September 30, 2009, p.4.

[18] *Ibid.*

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1.2 Minority Perspective

For minority shareholders, the main interest should be gaining as much financial benefit as possible. Since the minority does not have enough power to participate actively in establishing the company's policy, it must be profitable for them to receive a reasonable compensation for giving up their ownership rights. As a result, this will enable them to invest these resources in other business activities. Buy-out must be advantageous to the minority shareholders for another reason: decisions upon the distribution of dividends of the company are typically made by the management and the majority is in a position not to distribute dividends at all. The resulting legal position for these minority shareholders is that they will not get financial benefit and will not have management power either. In such cases, minority should not have any reasonable interest to stay in the corporation and, from their perspective, squeeze-out can be regarded as a good offer.

On the other hand, it has to be noted that the squeeze-out is often executed against the will of a minority shareholder. Although fair compensation is assured, minority shareholders may nevertheless want to have the shares instead of the compensation received. This is guaranteed under free disposal of one's property – one of the components of the right to property. For this precise reason, the constitutionality of the squeeze-out rule has been examined in connection with the possible violation of the right to property in several countries.[19] Even when the courts find that it does not infringe one's rights, another problem still arises: defining the fair compensation for the shares to be acquired may result in inequitable enforcement of the squeeze-out. The methods of determining fair price can be questionable, especially when the shares of the corporation are not traded on the stock market or when the stock market in a particular country is not working properly. The latter case

[19] *Supra* notes 5, 7 and 8.

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constitutes one of the major problems in the countries of emerging market economies, such as Georgia.

The aforementioned presents some of those controversial issues, which are to be taken into consideration, while thinking of the benefits and the drawbacks of this legal phenomenon. Different countries have decided to deal with these issues in different ways. The following chapter of this thesis will provide an overview of existing regulations.

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CHAPTER 2: AN OVERVIEW OF SQUEEZE-OUT REGULATIONS

In this chapter, different rules concerning the squeeze-out proceedings will be outlined. Along with descriptions, effectiveness of some of the provisions will be scrutinized. The first subchapter will present the provisions of the Directive 2004/25/EC, which has been implemented in the Member States. The second subchapter will demonstrate the German legal framework for squeeze-out. Finally, the third subchapter will present the Georgian Law on Entrepreneurs. Comments on the issue of constitutionality of the provisions will be offered in the respective subchapters regarding the German and Georgian regulations, as, in both cases, the respective Constitutional Courts gave interesting observations in relation to the legal institute of buy-out.

2.1 EU Legislation

There had been several attempts to harmonize the laws of the European Union Member States with regard to the takeover and the connected issues (including the squeeze-out rule). The first proposal[20] was not passed as a directive, due to the fact that the Member States regarded it as "too detailed and, moreover, an unwarranted intrusion into their domestic policy."[21] Subsequently, the European Commission introduced the second proposal[22] that provided general principles instead of already criticized detailed provisions.

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[20] OJ No. C 64, 14.3.1989, 8; with explanatory memorandum, Suppl 3/89 – Bull EC.

[21] J. Mc.Cahery et al. *in* G. Ferrarini et al. (eds.), *Reforming Company and Takeover Law in Europe*, Oxford University Press, 2004, p.613.

[22] OJ No. C 162, 6.6.1995, 5; with explanatory memorandum, COM(95) 655 final.

The Commission also appointed the High Level Group of Company Law Experts (HLG)[23], which proposed the squeeze-out rule in its report made in 2002[24]. While taking into account the changes to the existing regime ("SLIM-Plus"), the Group's Report noted "the squeeze-out and sell-out rights should be introduced generally (and not only after a takeover bid)."[25] This proposal led the commission to include this right into the Proposed Directive.[26] After 15 years of negotiations, the Directive has finally been passed on April 21, 2004[27].

In real corporate relations, buying out minority shareholders reduces costs and risks that would otherwise be innate in the case of minorities' existence in the company. Hence, squeeze-out is a good device for bidders to finalize a takeover.[28] Before the Directive, most of the Member States had squeeze-out provisions in their laws.[29] However, most of them regulated the general squeeze-out rather than the one following a takeover. The Directive attempts to harmonize the regulations in this respect.[30]

Article 15 of the Directive provides the legal framework for the right of squeeze-out. The application area is restricted to those cases, which follow a bid, made to all holders of the offeree company's securities for all of their securities (Art. 15(1) of the Directive). There are two cases when a majority shareholder can exercise the squeeze-out right. First, when the offeror already holds at least 90% of the capital carrying voting rights and the 90% of the

[23] The High Level Group of Company Law Experts includes: Jaap Winter (Chairman), José Maria Garrido Garcia, Klaus J. Hopt, Jonathan Rickford, Guido Rossi, Jan Schans Christensen, Joëlle Simon; Dominique Thienpont (Rapporteur) and Karel Van Hulle (Secretariat).

[24] *Report of the High Level Group of Company Law Experts on a Modern Regulatory Framework for Company Law in Europe*, Brussels, November 4, 2002.

[25] *Ibid.* Chapter IV and Chapter VI.

[26] *Supra* note 21, p.635.

[27] Silja Maul et al. (Eds.), *Takeover Bids in Europe*, Memento Verlag, 2008, p.7, § 27.

[28] Report on the implementation of the Directive on Takeover Bids, Brussels, 21.02.2007 , SEC(2007) 268, § 2.1.6, available at: http://ec.europa.eu/internal_market/company/docs/takeoverbids/2007-02-report_en.pdf.

[29] Among those EU Member States, which did not have the squeeze-out rule in their laws, are: Greece, Luxembourg, Malta, Slovakia, Slovenia and Spain.

[30] *Supra* note 27, p.56, § 270.

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voting rights in the offeree company (Art. 15(2)(a) of the Directive). With regard to this instance, the Member States can lay down a higher threshold; however, it should not exceed 95% (the last sentence of Art. 15(2) of the Directive). The second case is when the offeror, after the acceptance of the bid, has acquired securities, or has firmly contracted to acquire ones, representing at least 90% of the offeree company's capital carrying voting rights and 90% of the voting rights comprised in the bid (Art. (15(2)(b) of the Directive). It is more difficult to reach the threshold in the latter situation and that has been named as the reason for not allowing the Member States to raise the threshold up to 95% in such cases.[31]

Art. 15 gives the discretion to the Member States to restrict the right of squeeze-out to be applicable to the different classes of securities. This practically means that the threshold must be reached in each class of securities separately. Some scholars maintain that this can be regarded as a hindrance to the smooth completion of a takeover.[32]

The bidder in takeover can exercise the squeeze-out right only within the specific period of time. This period ends after 3 months have passed from the end of the time allowed by Art. 7 of the Directive for the acceptance of the bid (Art. 15(4) of the Directive). Exercising the squeeze-out right after this time limit is contingent on what the national laws offer.[33]

The Directive compels the Member States to "ensure that the fair price [for the acquired shares] is guaranteed" (Art. 15(5) of the Directive). Alternative types of consideration, which can be offered to minority shareholders, are also introduced in Art. 15. One can be in the same form as the consideration offered in the takeover bid. The other can be in a form of cash consideration. Member States have the possibility to draft the squeeze-

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[31] *Ibid.* p.57, § 278.

[32] Krause, BB 2002, 2341(2345); Peltzer, *in* Assmann/Basaldua/Bozenhardt/Peltzer (eds.), *Übernahmeangebote*, 179 (191-195) *quoted in* Stefan Grundmann and Florian Möslein, *European Company Law*, Intersentia, 2007, p.622.

[33] *Supra* note 27, p.58, § 283.

out rules in a way that a cash consideration can always be offered. This latter opportunity was requested by some Member States "in order to provide maximum protection to the holders of securities subject to a squeeze-out."[34] However, the crucial issue is not the form of consideration, but the price itself. What constitutes a "fair price" is up to the national laws to regulate. This may lead to inequitable price definitions, especially in those Member States that do not have a working stock market or in those Member States where there is a high possibility to corrupt authorities responsible for determining the price of shares.[35]

2.2 German Legislation

German law provides different regulation for a general company law squeeze-out and the squeeze-out following a takeover. Accordingly, there are §§327a-327f of the *AktG*, dealing with the cases of general squeeze-outs and §§39a-39b of the *WpÜG*, regulating the squeeze-outs subsequent to a takeover.[36] The following sections of this subchapter will provide an overview of these laws and the German Federal Constitutional Court's observations upon the constitutionality of squeeze-out.

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2.2.1 Constitutionality of Squeeze-out

The constitutionality of squeeze-out was examined in Germany in the early 60s.[37] The German Federal Constitutional Court found that the challenged provision concerning the

[34] *Supra* note 27, p.59, § 288.

[35] For Corruption Perception Index (CPI) data, *see* Transparency International's latest survey, available at: http://www.transparency.org/policy_research/surveys_indices/cpi/2010/results.

[36] For a brief overview of squeeze-out in Germany, *see* Appendix 1 of this thesis.

[37] *Supra* note 7.

squeeze-out was constitutional. In its decision,[38] the Court stated that the property right over a share is not a mere possession of an object; rather, its fundamental nature is expressed in participation in the company. This kind of property falls under the limitations, which can be provided by the principle of majority in a capital partnership.[39] The essence of this principle lies in the following: rights of a company's shareholders can be changed by a majority decision. Changes can be conveyed not only in decisions regarding a merger or dissolution, but also in so-called "contracts with results" (*Ergebnisausschlußvertrag*).[40]

As the Court noted, in some cases, minority shareholders become "pensioners" of the corporation, receiving only dividends and not participating in the management. Hence, there is a legal possibility for a share to be transformed into a claim of obligation law nature. This is regarded as the inner weakness of a share.[41] It was further stated that, at first sight, it might seem that the majority principle violates the principle of equality. However, it in fact is not so. The difference between the minority and majority rights is derived from the company's interests and that is why it does not infringe the constitution.[42]

The Court also noted that squeeze-out right attempts to establish the balance between majority and minority shareholders' right. It is in the majority's interest to manage a company properly and it is in the minority's interest to get dividends, therefore the aim of squeeze-out is legitimate. As for the misuse of the right to squeeze-out, the transactions can be annulled in each case according to the general annulment grounds.[43]

Finally, the Court stated that there should always be a balance between the minority and majority in corporations. Majority cannot take full economic control over minority

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[38] *Ibid*.

[39] *Kapitalgesellschaft* [Ger.], stock corporations are included in this term.

[40] *Supra* note 7, § 29.

[41] *Ibid.* § 29.

[42] *Ibid.* § 63.

[43] *Ibid.* § 30.

shareholders. However, rights of a majority shareholder cannot be violated on the expense of the minority.[44]

Another decision of the German Federal Constitutional Court concerning the squeeze-out was taken on the "Moto-Meter" case.[45] The Court stated that there was no need to take a decision upon the constitutionality, as this issue had already been dealt in the courts previous judgment. Nonetheless, the Court gave some remarks. "Moto-Meter" was a company in which a majority shareholder, owning 99% of shares, was a Limited Liability Company. It squeezed out minority shareholders and paid "amount slightly above" what had been given by an expert, who had a contract with the majority shareholder.[46] Minority shareholders went to civil court to annul the majority's action, but this attempt failed. The minority shareholders then contested that squeeze-out violated Art. 14 of the German Constitution, which provides:

> 1. Property and the right of inheritance shall be guaranteed. Their content and limits shall be defined by the laws.
> 2. Property enatils obligations. Its use shall also serve the public good.
> 3. Expropriation shall only be permissible for the public good. It may only be ordered by or pursuant to a law that determines the nature and extent of compensation. Such compensation shall be determined by establishing an equitable balance between the public interest and the interests of those affected. In case of dispute respecting the amount of compensation, recourse may be had to the ordinary courts.[47]

The Federal Constitutional Court found that squeeze-out does not violate the German Constitution. In the opinion of the Court, majority's right to squeeze out minority is constitutional, provided that the minority's interests are protected. As Peer Zumbansen notes in his article concerning the constitutional perspective of squeeze-out, "[t]he [Constitutional]

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[44] *Ibid.* § 66.

[45] BVerfG, 1 BvR 68/95, *Moto-Meter*, decided on August 23, 2000.

[46] *Supra* note 1, § 6.

[47] The German Constitution, Art 14.

Court located the minority interests requiring protection in the fairness of the share price and not in the governing status of share ownership."[48]

As opposed to the doubtless decision regarding the constitutionality of squeeze-out, the Court expressed its suspicion about the ways of determination of fair compensation for the purchased shares. The court stated that the appraisal made by an analyst, who is contracted by a majority shareholder, is not adequate. The assessment of the value of shares shall be carried out by courts.[49]

Decision of "Moto-Meter" case once more strengthened the opinion that the squeeze-out falls in line with the constitutional principles and the company's majority shareholders, while buying out the minority, have the only obligation: to give fair compensation for the acquired shares.

2.2.1 The German Stock Corporation Act

The Stock Corporation Act allows for squeeze-out right in a stock corporation or in a partnership limited by shares (§327a(1) of the *AktG*). It does not matter whether the company is listed on a stock exchange or not.[50] The prerequisite for the majority shareholder to obtain the right to squeeze-out is to have 95% of the registered share capital. (§327a(1) of the *AktG*). The existence of proof that the minority shareholder is abusing its rights is not required by the law.

For making use of the squeeze-out right, the majority shareholder turns to the general meeting of shareholders, requesting it to decide upon the transfer of shares. For defining whether the 95% threshold has been achieved, §16(2) and §16(4) are applicable (§327a(2) of

[48] *Supra* note 1, § 8
[49] *Ibid.* § 9
[50] *Supra* note 15, p.4.

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the *AktG*). Further, §16(2) provides that, if the shares of the corporation have par value, the portion of shares held by a corporation shall be defined "by the ratio of the aggregate par value shares held to the nominal capital". In cases when the shares do not have par value, the portion is defined according to the number of shares (§16(2) of the *AktG*). §16(4) states that the shares which are held by a person, other than the enterprise, but this person is controlled by this enterprise, are deemed to be held by the enterprise. In other words, "[s]hares are […] also attributed to the offeror if they are held by a dependent enterprise, or by a third party on account of the offeror (or on account of an enterprise dependent upon him)."[51]

As for the compensation for the shares to be transferred to the majority shareholder, the *AktG* provides for the "appropriate cash settlement" (§327a(1) of the *AktG*). Further, §327b(1) empowers the principal shareholder to define the appropriate price. Stock price is generally considered as a smallest amount, which can be offered to the minority shareholders as a compensation for the purchased shares.[52] More specifically, in DAT/Altana case, the German court stated that "adequate cash compensation owed under the applicable statutory provisions has to be at least equal to the weighted average market price in the three months preceding the general meeting resolving upon the relevant corporate action."[53] However, exceptions are made in cases when the price of shares does not provide the actual value of themselves, for instance, because of the reason that they are not actively traded on the stock market.[54]

The Stock Corporation Act offers other protection mechanisms for the minority shareholders as well. One of them is set forth by §327c(2) of the *AktG*. The said provision

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[51] Julia Cloidt-Stotz *in* Silja Maul et al. (Eds.), *Takeover Bids in Europe*, Memento Verlag, 2008, pp. 316-317, § 1790.

[52] BVerfGE 100, 289, (DAT/Altana), decided in 2001

[53] Hartmut Krause et al., *Squeeze-out of minority shareholders - What's new?*, Allen and Overy E-Bulletin, September 2010 Available at: http://elink.allenovery.com/getFile.aspx?ItemType=eBulletin&id=43f17c20-0891-495e-b233-a46f4e55c6de

[54] *Supra* note 15, p.5.

requires the appropriateness of the cash settlement to be verified by one or more expert auditors, who are selected and appointed by the court (§327c(2) of the *AktG*). The application of these articles leads to creating a proper shield against inequity in the enforcement of the buy-out procedure. In addition to this, in order to provide a higher protection for minority shareholders, §327b(2) sets a higher interest rate for the cash settlement to be offered to the minority. The annual interest rate shall be higher by 2% than the relevant base annual interest rate set by §247 of the German Civil Code.[55]

Another tool for protection of the minority shareholders is the following: before calling the general meeting of shareholders, the majority shareholder has the obligation to submit a report in which a relevant authority – an authorized credit organization – will ensure that the payment will be execute without any undue delay (§327b(3) of the *AktG*).

§327f of the Stock Corporation Act provides for the review of the settlement by courts. This action is referred as *Anfechtungsklage* in German. It entitles the minority shareholder to request annulment of the General Meeting's decision regarding the transfer of shares. However, §327f excludes the review of the appropriateness of the cash settlement and states that the decision upon the latter can be reviewed in accordance with the § 2 of the Award Proceedings Act.[56] The Award Proceedings Act offers the minority shareholders the right to request "the verification of the fairness of the cash compensation in a so-called *Spruchstellenverfahren*."[57] This action can only be used after the exclusion proceedings are over and it will not have any influence over the proceedings for the decision upon the squeeze-out itself. *Spruchstellenverfahren* gives the minority a chance to increase the compensation. If the request is granted, this will result in the increase of compensation of all

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[55] Bürgerliches Gesetzbuch (BGB) [The German Civil Code], promulgated on 2 January 2002 (Bundesgesetzblatt [Federal Law Gazette] I p. 42, 2909; 2003 I p. 738), last amended by the statute of 28 September 2009 (Bundesgesetzblatt [Federal Law Gazette] I p. 3161).

[56] *Spruchverfahrensgesetz* [The German Award Proceedings Act], promulgated on June 12, 2003 (BGBl. I p. 838), last amended by the statute of December 17, 2008 (Bundesgesetzblatt [Federal Law Gazette] I p. 2586).

[57] *Supra* note 15, p.5.

minority shareholders and not only the compensation for that particular shareholder, who applied to court.

2.2.2 The German Securities Acquisition and Takeover Act

Part 5a of the Securities Acquisition and Takeover Act provides a legal framework for the squeeze-out right subsequent to a takeover bid or a mandatory tender offer. The share threshold is the same as in the cases of general company law buy-outs – 95%. The principle is the similar to the *AktG*: the shares shall be transferred, provided that the equitable compensation is guaranteed. However, the order regarding the squeeze-out is issued by the court, as opposed to the *AktG* by which general meeting of shareholders takes the same decision (Section 39a(5) of *WpÜG*). Apart from acquiring the voting shares, *WpÜG* also allows the bidder to acquire the remaining non-voting preference shares, if it holds at least 95% of the company's share capital.

Section 39a(3) of *WpÜG* closely follows the wording of Art. 15 of the Directive on Takeover Bids. Among other provisions, it states that compensation shall be of the same form as the consideration offered for the shares in takeover bid or mandatory offer. However, cash consideration is still provided as an alternative. Section 39a(6) designates a specific court (the Regional Court of Frankfurt am Main) where one can apply and request a decision on squeeze-out. §§327a-327f of the Stock Corporation Act apply only after the final decision has been taken upon the execution of the squeeze-out by this court. The buy-out procedure, in cases following a takeover, is intensely facilitated by the Regional Court. This decreases the probability of inequity to the lowest.

It has to be noted that the majority shareholder, who meets the requirements of both types of squeeze-out, can choose between the two procedures. However, it is not possible to

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use both at a time. It would be wise from the side of the offeror first to apply the squeeze-out under takeover law, as there is a three-month time limit to do so. Subsequently, if the request is not granted, the offeror can try to execute a general company law squeeze-out.[58]

2.3 Georgian Legislation

While introducing Georgian legislation in regard to squeeze-out, it is essential to first get acquainted with the initial provision[59] dealing with this legal institute and then provide details of the current provision[60] regulating the same issue. It is interesting to compare the two provisions to observe what has changed (if anything) and/or what can be changed in the future. In the first section of this subchapter, along with presenting the contents of the first provision – Art. 53^3, its constitutionality will also be discussed. The analysis will be based on the Constitutional Court Case,[61] which contains interesting observations regarding the legal institute of buy-out as well as the pertinent article regulating this institute. The second section of the subchapter will introduce Art. 53^4 – the current article, providing the legal framework for the squeeze-out.

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[58] *Supra* note 51, p.320, § 1806.

[59] Art. 53^3 of the Law on Entrepreneurs of Georgia, which has been abolished by the Constitutional Court of Georgia, Decision N2/1 – 370, 382, 390, 402, 405, decided on May 18, 2007.

[60] *Supra* note 6.

[61] *Supra* note 5.

2.3.1 The First Introduction of a Squeeze-out Rule in Georgia and its Constitutionality

Right to squeeze-out was first incorporated in Georgian laws in 2005 by adding Art. 53^3 to the Law on Entrepreneurs of Georgia[62]. According to this article, a shareholder, holding more than 95% of the company's shares ("the buyer" for the purposes of the Article), could make use of the squeeze-out right and force the existing minority shareholders out from the company. Consequently, minority shareholders were entitled to fair price for their shares (Art. 53^3(1) of the Law on Entrepreneurs of Georgia, author's translation). Art. 53^3(1) refers to Art. 52^2(2) of the same law, which provides two ways of defining the fair price: one is when the articles of association of a company define the method of calculating an equitable price; second is when an independent expert or a brokerage company fixes the price.

Art. 53^3(1) puts an obligation on the buyer to make an announcement in an official newspaper. The announcement shall include information regarding the squeeze-out terms and procedure, the place of a registrar where it is possible to get acquainted with the report providing the price of the shares to be bought, and the date of the buy-out (Art. 53^3(1)(a) of the Law on Entrepreneurs of Georgia, author's translation).

One of the main flaws of this provision was that the majority shareholder was playing a key role in fixing the equitable price of shares. If the price calculation method was defined in the articles of association, it is obvious that the majority shareholder, who held the majority of voting rights, was in a position to manipulate it. When it comes to choosing the authority - an independent expert or a brokerage company - a majority shareholder was the person who had the discretion to choose. This increased the probability of choosing the authority fitting the wishes of the majority shareholder, the authority which would be easily

[62] Act regarding modifications and amendments to the Law on Entrepreneurs of Georgia, N 178, June 24, 2005.

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convinced (by using different illegal ways) to provide the report in the interest of the acquirer.

The second sentence of Art. 53^2 stated that the minimum price paid for the shares could not be lower than the highest price paid by the acquirer for the shares of the company during the last 12 months. However, "it was not clear what would be the lowest threshold in those cases when the acquirer had not purchased the shares of the company within the last 12 months, or, if the shares were not traded at all."[63]

If a minority shareholder did not agree with the price defined in the report, he could go to court within 90 days from the announcement of the information about the squeeze-out and request the court to determine a different price of shares. If the court would fix a higher price, this price had to be paid for all of the shares (Art. 53^3(3) of the Law on Entrepreneurs of Georgia, author's translation). In other words, if it was only one minority shareholder who approached the court and the court defined the higher price, then all the other minority shareholders (if any) would benefit from this decision and get the higher compensation.[64] In those cases, when the court would not increase the compensation to be offered to the minority shareholders, the squeeze-out would be executed in accordance with the report of an independent expert or a brokerage company.

There were two major problems with the court control as an alternative method of share evaluation. First, in most of the cases of Georgian reality, the price of shares was so small that it was worthless to incur high costs of applying to court (including the court fees as well as the costs for hiring a lawyer).[65] Second, as the judges did not have enough proficiency of the price-defining methods, they would still appoint an independent expert and rely on

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[63] *Supra* note 5, § II-30.

[64] Note that the provision was similar to the one that exists in Germany.

[65] *Supra* note 5, § I-6.

expert's report while making a decision.[66] This is why applying to court was not very effective.

The constitutionality of the article provided above was contested by five constitutional claims. These were the claims of minority shareholders of four Georgian joint stock companies: JSC "Teleneti"[67], JSC "Davit Sarajishvili and Eniseli"[68], JSC "Ekrani"[69] and JSC "Kaspitsementi",[70] and the claim of the Public Defender of Georgia against the Parliament of Georgia[71]. The basis of the claims was the violation of the right to property, guaranteed by Art. 21 of the Constitution of Georgia, which provides as follows:

> 1. The property and the right to inherit shall be recognised and guaranteed. The abrogation of the universal right to property, of the right to acquire, alienate and inherit property shall be impermissible.
> 2. The restriction of the rights referred to in the first paragraph shall be permissible for the purpose of the pressing social need in the cases determined by law and in accordance with a procedure established by law.
> 3. Deprivation of property for the purpose of the pressing social need shall be permissible in the circumstances as expressly determined by law, under a court decision or in the case of the urgent necessity determined by the Organic Law and only with appropriate compensation.[72]

By the decision of the Constitutional Court, the claims were united.[73] Claimants and the Respondent presented different arguments in support to their claims.

Representative of the applicant in the Claim #370 stated that the right to property does not mean the right to the price of that property; on the contrary, it extends to the right to the

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[66] *Supra* note 5, § I-6.

[67] Constitutional Claim #370, March 16, 2006.

[68] Constitutional Claim #382, April 25, 2006.

[69] Constitutional Claim #390, June 1, 2006.

[70] Constitutional Claim #402, August 15, 2006.

[71] Constitutional Claim #405, August 18, 2006.

[72] The Georgian Constitution, Art. 21.

[73] *Supra* note 5.

object itself.[74] That is why fair compensation does not justify the buy-out. As for the restriction or deprivation of the right to property, in both cases one has to demonstrate a "pressing social need," as requested by Art. 21 of the Constitution of Georgia, and the majority shareholder's wish to become the only shareholder of the company does not constitute the abovementioned need. [75]

One of the expert witnesses on the case, State Minister on Coordination of Reforms of Georgia, Kakha Bendukidze, noted that the legitimate reason for enforcing squeeze-out can be the fact that the minority shareholders tend to abuse their right to go to court in specific cases. Minority shareholders make use of this right frequently, sometimes even without a real need to do so.[76] The State Minister also noted that, as they do not have chance to take active part in the management of the company, minority shareholders are the financial and not strategic investors in the company. This is why they hinder the development of the corporation and, consequently, it is in the corporation's interests to get rid of them. It was also noted by the Minister that if the buy-out was not possible, majority shareholders would make use of other ways to eliminate the minorities. The nonexistence of the squeeze-out rule could even lead to the dissolution of the company, in which case the minority shareholders would still lose their property, however, get much less compensation for it.[77] On the other hand, with the squeeze-out procedure, the minority is getting the compensation corresponding to the real price of shares.

As opposed to Respondent's argument concerning the possible abuse of their rights by minority shareholders, one of the Claimants argued that abuse of one's right is already

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[74] *Ibid.* § I-4.

[75] *Ibid.*

[76] *Ibid.*

[77] *Ibid.* § I-10.

prohibited by relevant articles of the Civil Code of Georgia[78] and other relevant laws, therefore, there is no need to lay down new obligations.[79]

The State Minister also referred to the Directive on Takeover Bids, which includes the squeeze-out rule. The purpose of this referral was to show that the EU Member States, which have been a benchmark of good regulations followed by Georgia, also implemented the similar provisions in their laws. Yet, the Court did not consider this argument as worth to be taken into account, as the implementation of specific rules into Georgian laws cannot be justified by a mere fact that these rules have proven to be successful in other countries. Some Georgian scholars also agree with the Court in this regard. Professor Irakli Burduli comments on this issue in his study and notes that, before adopting important changes to the legislation (such as the squeeze-out rule), it is prudent to consider the comments from the "legal" specialists regarding the novel provisions.[80]

During the court hearings, the representative of the Georgian Parliament, Batar Chankseliani, argued that the buy-out does not constitute a restriction or deprivation of the right; instead, it is a transformation of the right into a monetary benefit, a financial active.[81] On the contrary, the Court noted that, formally, it was a restriction of right as it implied the restriction of freedom of contracting [82]

One of the arguments given by the State Minister was that, after acquiring all of the shares of the company, the single shareholder would be able to transform the Joint Stock Company into a Limited Liability company, thus it would be easier for a shareholder to

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[78] Sakartvelos Samokalako Kodeksi [Civil Code of Georgia], adopted in 1997 (Geo.), Arts. 10, 115 and 170.

[79] *Supra* note 5, § I-4.

[80] Irakli Burduli, *Savaldebulo Satendero Shetavazeba, Aktsiata Savaldebulo Gakidva: Aktsiit Minichebuli Uplebis Borotad gamokeneba tu Kapitalis Bazris Ganvitarebis Autsilebeli Tsinapiroba?! [Mandatory Tender Offer, Squeeze-out: Abuse of the Given Right or an Essential Prerequisite for the Development of Capital Market?!]*, Journal Justice, N2, 2007 (Geo.), p. 11 (author's translation).

[81] *Supra* note 5, § I-9.

[82] *Ibid.* § II-10.

manage the company. However, this contradicts the very purpose of Art. 53^3, attracting investments, as, In general, the legal form of Joint Stock Company is more attractive to investors than the legal form of Limited Liability Company. This follows from the fact that, in the former, shares can be traded on the stock market, by this increasing the opportunity to get more assets.[83]

After hearing the parties' arguments, the Constitutional Court made a deep analysis of the rule in the scope of Georgian reality. The Court stated there was no need for the existence of the provision, but, more importantly, there was no efficient available way to define the fair price of the shares at that particular point of time. Further, the Court emphasized the need for a clear line to be drawn between the legal institute itself and its legislative framework, which may or may not be in accordance with the constitution.[84] While taking a decision upon the constitutionality of Art. 53^3 of the Law on Entrepreneurs of Georgia, the Constitutional Court limited its judgment to the assessment of the existing rule concerning the squeeze-out. It stated that enabling a majority shareholder to squeeze-out minority when a company is in static condition (i.e. when squeeze out is not subsequent to the changes in a company) would increase the risk of using this tool not in due purpose and would lead to negative consequences.[85] On the contrary, the Court in its *obiter dictum* pointed out the necessity of squeeze-out in cases of takeovers and changes in company's structure. It stated that squeeze-out plays the role of a complimentary mechanism to finalize the process of takeovers. This comment once more stressed that the legal phenomenon of squeeze-out itself does not contradict constitutional principles.

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[83] *Supra* note 13, p.6.

[84] *Supra* note 5, § II-1.

[85] *Ibid.* § II-25.

2.3.2 The Current Provision on Squeeze-out

A new provision, Art. 53^4, providing the legal framework for squeeze-out, was enacted in 2008.[86] The main difference between Art. 53^4 and the old provision is that the court now plays a significant role in the squeeze-out procedure. First, the majority shareholder applies to court and the court decides upon granting the order for buy-out. This process is regulated by a specific chapter in Georgian Code of Civil Procedure.[87] Second, the court is authorized to establish the fair price of the shares. It is true that judges will still appoint an expert to discover the price of shares but the difference is that the majority shareholder, who used to choose the authority earlier, now has less of a possibility to have an illegal influence over a court-designated expert.

One part of Georgian scholars still believes that it is unnecessary to have general company law squeeze-out provisions (as opposed to squeeze-out that follows a takeover). [88] The other part regards buy-outs as an essential component for "perfection and harmonization of corporate relations."[89] Nevertheless, Art. 53^4 stays as a part of Georgian legislation up to the present time.

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[86] *Supra* note 6.

[87] Sakartvelos Samokalako Saprotseso Kodeksi [Georgian Code of Civil Procedure], adopted in 1997 (Geo.), Chapter $XXXIV^2$.

[88] *See, e.g.*, Burduli *supra* note 80.

[89] Ketevan Kokrashvili, expert witness in the Georgian Constitutional Court case, *see supra* note 5, § I - 11.

CHAPTER 3: THE FAIR EVALUATION OF SHARES

One can easily infer from the above-demonstrated chapters that one of the most challenging issues in squeeze-out is the determination of fair price of the purchased shares. As it is noted by scholars, "[p]resently the debate is focused on establishing stable and clear standards for the proper procedure for forcing the minority shareholders out of the corporation, including guarantees that they are paid adequate share prices."[90] All of the countries, including those that have highly developed market economies, acknowledge the depth of the problem and try to offer different solutions. To deal with the price evaluation problem, or at least to decrease the chances of unjust execution of squeeze-outs, Germany, for example, proposes strong court control. Georgia also chose to follow this model while implementing Art. 53^4 in the Law on Entrepreneurs instead of the amended Art. 53^3. However, it is important to note that choosing the same regulations for different countries with different level of development is not always recommended. Although it is understandable that the emerging market countries try to follow the examples of the developed ones, attempts to imitate foreign laws do not always turn out to be successful, due to the reason that the social, political and economical environment of a still developing country is quite different from the environment of a prosperous capital market country. For instance, in countries like Germany, the court involvement can be a solution to the possible problems that can arise out of squeeze-out procedure. The stock market is developed there and the methods of defining the appropriate cash settlement can be more obvious and fair. The same cannot be assumed about Georgia, where there is a stock market and there are

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[90] *Supra* note 1, § 1.

listed companies,[91] but, in fact, the market is not active and it is quite doubtful at what rate of objectiveness the price evaluation can be made.

It has been highlighted in different scholarly articles that the stock market represents the main mechanism which can be a basis for fair assessment of the purchased stock price.[92] That is why there can be a lot of doubts regarding the fair evaluation of the shares in those countries where the stock market is not developed.

Apart from the lack of relevant information on which the appropriate report is based, there is another concern: in the developing countries, experts conducting the financial assessment are not as proficient as the ones in developed countries. The explanation for this lies in the fact that the experts in developed countries have been working in their field for a long time and have gained enough expertise based on appraising diverse legal transactions. On the contrary, the authorities, involved in appraisal in such countries where there is a short history of relevant private business transactions, are not aware of all the techniques that can be employed while giving financial reports. Even the number of brokerage companies is so small that there is not a big freedom of choice for a person to make a proper selection. For instance, there are only 8 brokerage companies accredited by the Georgian Stock Exchange.[93]

Solution of these problems is more or less connected to timing and the degree of market development. The Georgian stock market is on its way of establishment. For it to become more stable, efficient and active, among others, time is needed. In the setting where a developed stock market exists, the fairness of evaluating methods will be guaranteed better.

Another issue to be raised while discussing the matter of appropriate evaluation is the effect of a takeover on the price of the company's shares. As it has been shown in the case

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[91] According to data from the Georgian Stock Exchange website (available at: http://gse.ge/Staff/staff.htm), there were 138 companies listed on Georgian Stock Exchange as of February 1, 2011 and the average daily turnover was USD 9.949.

[92] See, *e.g.*, Burduli, *supra* note 80, p.37, or Elsland and Weber, *supra* note 15, p.25.

[93] Brokerage Companies, Georgian Stock Exchange data, available at: http://www.gse.ge/Brokers/BrokerageCompanies.htm (last visited March 26, 2011).

study, which discussed the takeover and squeeze-out announcement effects, the price of shares is almost always affected by the announcement.[94] The effect is usually expressed in the decrease of the value of shares. For this reason, authors suggest that the share price should not be the only criterion while defining the compensation. As the authors of the aforementioned study conclude, "in some instances the stock price is not a suitable basis for compensation if the individual characteristics of the particular transaction are not taken into account."[95] Scholars also rejected applying the rule, defining the share price as of the previous day of the general meeting of shareholders. As opposed to this, preference was made for the rule, which states that the appraisal should be based on the data from the preceding three months. Additional requirement of "mixing different levels of information" was also proposed.[96]

Some scholars see the solution to the problem of fair evaluation in entitling the majority shareholder to make use of the right only in those corporations, which are listed on the stock market.[97] In their opinion, this will help, as the price of shares can be detected from the stock exchange data. However, as it has been demonstrated in the previous paragraph, being listed on a stock market does not always provide with the opportunity to discover the reasonable compensation to be offered for purchased shares, as different factors contribute to the price changes of traded shares. Hence, applying a mere share price criterion while defining the equitable compensation, may lead to the figures, which will not be close to actual price of the shares.

It is true that, as the State Minister Bendukidze noted in the Georgian Constitutional Court decision, "perfect mechanism of defining the fair price of shares does not exist

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[94] *Supra* note 15, p.24.
[95] *Ibid.*
[96] *Ibid.*
[97] *Supra* note 13, p.7.

anywhere".[98] However, if there is high proportion of objectiveness, then the mechanism can be approved, thus, making the buy-out procedure to be enforced fairly.

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[98] *Supra* note 5, § I-10 (author's translation).

CONCLUSION

In this thesis the problems which arise out of squeeze-out proceedings were highlighted. The paper gave an overview of the legal regulations of this institute, offered by the EU and implemented in the Member States, as well as the particular regulations of one of the Member States – Germany. Subsequently, laws in this regard were compared to the Georgian regulations through the scope of effectiveness of the fair price determination methods that remains the most critical issue connected to the squeeze-out even in the developed market economy countries.

It has been established that the mere existence of the buy-out provisions in national laws are, at the present time, is not violating constitutionally guaranteed rights. However, more attention is to be paid to the delicate problem of fair evaluation of the shares, which are acquired by a majority shareholder. Even though Georgia has decided to follow quite a successful regulation model of Germany, it has been observed that the imported provisions do not turn out to work flawlessly in the country. The reason for this is an undeveloped stock market that does not give the opportunity for all of the techniques to be applied for defining the equitable compensation for the acquired shares. Nevertheless, it is still sensible to have the squeeze-out provisions in Georgia even at the present time. This conclusion has been made due to the reason that, before the existence of such provisions, majority used to apply more fierce and illegal methods for forcing out the minority from the company, thereby leading to violation of rights of minority shareholders, since there was no framework for any kind of protection at all.

It has been previously experienced in highly developed countries that legislation becomes more effective with the development of the stock market. Since Georgia is a developing country, it will take time for the market to gain credibility in order to provide a better mechanism of executing squeeze-outs more fairly. Then, the minority will be

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guaranteed to get fair compensation for their property. In turn, this will offer them a higher level of protection of their rights.

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APPENDIX 1[99]

Jurisdiction	Takeover Directive implemented?	Regulatory authority	Is there a squeeze-out procedure?	What consideration must be offered to minority shareholders?	What is the deadline for exercising squeeze-out?	Are there any alternative(s) to offer as a means of acquiring control of Target?
Germany	Implemented on 14 June 2006 by Takeover Directive Implementation Act (*Übernahmerichtlinie - Umsetzungsgesetz*), which amended existing legislation (in particular German Securities Acquisition and Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz - WpÜG*))	Federal Financial Supervisory Authority	*Takeover squeeze-out* – permitted in relation to voting shares if bidder holds 95% or more of all voting shares in Target following offer; permitted in relation to all shares if bidder also holds 95% or more of the share capital in Target following offer. Requires court order *Corporate squeeze-out* – permitted if a shareholder (directly or indirectly) holds 95% or more of the share capital in Target. Requires resolution of Target's general meeting and registration with Commercial Register	*Takeover squeeze-out* – same kind of consideration as under terms of original offer; however, cash alternative is always required. Original offer price deemed adequate if bidder acquired, pursuant to the offer, at least 90% of Target shares subject to the offer *Corporate squeeze-out* – cash consideration only Amount of consideration under both squeeze-out regimes must be adequate (i.e. fair market value)	*Takeover squeeze-out* – within 3 months after expiry of offer's acceptance period *Corporate squeeze-out* – no deadline	Alternatives are (i) statutory merger and (ii) legal integration Both alternatives are only commercially feasible if bidder itself is a listed company or a larger entity where minorities, i.e. former Target's shareholders, receive less than 5% of shares in bidder and bidder has a shareholder structure that allows for minorities to be squeezed out Merger of Target and bidder gives bidder operational control over Target's assets. Minority shareholders receive shares in bidder Legal integration of Target only permissible if bidder is a German AG. It allows bidder to acquire 100% control (following process similar to corporate squeeze-out). Minority shareholders usually receive shares in bidder

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[99] Excerpt from Linklaters, Banking Update, June 2008, available at: http://www.linklaters.com/Publications/Publication2051Newsletter/PublicationIssue20080708/Pages/PublicationIssueItem3326.aspx.

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