

Company number 00169112

**SPECIAL RESOLUTION**

OF

**CAMP HOPSON & CO. LIMITED ("the Company")**Passed on 21 March 2015

At a general meeting of the Company duly convened and held at the Hilton Newbury Centre, Pinchington Lane, Newbury, West Berkshire RG14 7HL on 21 March 2015 at 10am, the following resolution was duly passed as a special resolution

**SPECIAL RESOLUTION**

*That a new Article 20 of the Articles of Association of the Company be inserted to read as follows*

**"DRAG-ALONG**

20 (A) *For the purposes of this Article 20*

**"Third Party Offer"** means an offer (including from a connected third party as part of a reconstruction or reorganisation of the Company or its business) in writing to acquire all of the issued share capital of the Company not already held by the third party

- (B) *If the Board shall procure a Third Party Offer on terms that the consideration (including any consideration to be satisfied by the issue of shares in the acquirer) shall be allocated among Members in proportion according to the number of shares in the Company of which they are or are entitled to be registered as holder and the Third Party Offer shall be accepted by Members holding shares together carrying not less than 90 per cent (90%) in nominal value of the votes which may be cast on a poll (in this Article referred to as the "90% Majority"), the holders of all the other shares in the Company (hereinafter called the "Other Shareholders") shall be deemed also to have accepted the Third Party Offer and shall take all such action as may be necessary to transfer all their respective shares in the capital of the Company in accordance therewith (but subject as provided in Article 20(D)) and any person or persons nominated by the Board shall be treated as having been hereby authorised as the attorneys of each*

*of the Other Shareholders to accept the Third Party Offer on their behalf and to execute such agreements, deeds and other documents (including in particular (but subject as provided in Article 20(D)) stock transfer forms) on their behalf as may be necessary or convenient to give effect to the sale hereinbefore referred to*

*(C) The Other Shareholders shall not be obliged to transfer their shares in the Company pursuant to the Third Party Offer unless the 90% Majority does likewise. The provisions of Article 6 as regards the giving of transfer notices shall not apply to any such transfers pursuant to this Article 20*

*(D) Notwithstanding the foregoing provisions of this Article 20*

- (i) no Member shall be obliged to enter into restrictive covenants,*
- (ii) no Member shall be obliged to give representations or warranties or any indemnity (other than any warranty that he is able to convey or procure to be conveyed legal and beneficial ownership of the shares to be sold by him with full title guarantee),*
- (iii) in considering whether terms offered to any Member are the same as those offered to any other there shall be disregarded all questions relating to bona fide employment terms or the bona fide terms on which the services of any Member are otherwise made available, and*
- (iv) in considering whether terms offered to any Member are the same as those offered to any other there shall be disregarded any obligation which any Member (whether or not a Seller) voluntarily incurs or agrees to accept to the extent that it does not apply to all the Members or to the extent that it is more onerous than obligations applying to other Members "*

Signed 

Jonathan Hopson, a director, for and on behalf of Camp Hopson & Co Limited