

Company Number: 02733119

THE COMPANIES ACT 2006

THURSDAY



LD3 "LVALVV9A" 231
06/12/2007
COMPANIES HOUSE

PRIVATE COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS IN WRITING

of

A A THE DRIVING SCHOOL AGENCY LIMITED
(the "Company")

WE, being all the eligible members of the Company who at the circulation date of these resolutions would be entitled to vote on the resolutions, HEREBY

1 ACKNOWLEDGE THAT:

1 1 By way of background, the indirect holding company of the Company, Acromas Bid Co Limited (formerly known as Spring & Alpha Bidco Limited) (the "**Purchaser**" or "**Bidco**"), entered into the following documents, *inter alia*, to assist the Purchaser's purchase of the entire issued share capital of AA Limited (company number 05149111) and Saga Holdings Limited (company number 05245832) (together, the "**Targets**") and, by virtue thereof, all of the Targets' subsidiaries including the Company (the "**Main Acquisition**")

1 1 1 a £4,420,000,000 senior facilities agreement originally dated 17 September 2007 between, amongst others, Acromas Mid Co Limited (formerly known as Spring & Alpha Midco Limited) ("**Midco**") in its capacities as parent, original borrower and original guarantor, the Purchaser in its capacities as original borrower and original guarantor, Barclays Capital and Mizuho Corporate Bank, Ltd as arrangers and Barclays Bank PLC as facility agent, issuing bank and security trustee (as amended and restated by an amendment agreement dated 31 October 2007, the "**Senior Facilities Agreement**") under which credit facilities were made available for, among other things, the purpose of funding the Main Acquisition,

1 1 2 a £650,000,000 mezzanine loan agreement originally dated 17 September 2007 between Midco in its capacities as parent, borrower and original guarantor, Bidco in its capacity as original guarantor, Barclays Capital and Mizuho Corporate Bank, Ltd. as arrangers, Mizuho Corporate Bank, Ltd as mezzanine facility agent and Barclays Bank PLC as security trustee as amended and restated by an amendment agreement dated 31 October 2007 (the "**Mezzanine Facility Agreement**" and together with the Senior Facilities

Agreement, the "Facilities Agreements") under which credit facilities were made available to Midco thereunder, *inter alia*, for the purpose of funding the Main Acquisition,

1 1 3 an intercreditor deed originally dated 17 September 2007 between, amongst others, Midco (in its capacities as parent, original borrower and original guarantor), Bidco (in its capacities as original borrower and original guarantor), Barclays Bank PLC as senior facility agent and security trustee and Mizuho Corporate Bank, Ltd as mezzanine facility agent (as amended and restated by an amendment agreement dated 31 October 2007, the "Intercreditor Agreement"), and

1 1 4 a debenture dated 17 September 2007 between Barclays Bank PLC as security trustee, Midco and Bidco (the "Debenture"),

together, the "Finance Documents"

1 2 Certain of the monies borrowed under the financing arrangements described above would be used by AA Limited to subscribe for shares in AA SPC Co Limited and by AA SPC Co Limited to subscribe for shares in AA Junior Mezzanine Co Limited. Such share subscriptions and the Main Acquisition are together referred to as the "Acquisitions")

1 3 By way of background, it is proposed that the Company enter into

1 3 1 an accession deed relating to the Senior Facilities Agreement and Intercreditor Agreement, pursuant to which the Company will accede to the terms of the Senior Facilities Agreement as an Additional Guarantor and an Additional Borrower (as defined in the Senior Facilities Agreement) and to the Intercreditor Agreement as an Obligor (as defined in the Intercreditor Agreement) as if it had originally been a party to the Senior Facilities Agreement and Intercreditor Agreement respectively (the "SFA Accession Deed");

1 3 2 an accession deed relating to the Mezzanine Facility Agreement, pursuant to which the Company would accede to the terms of the Mezzanine Facility Agreement as an Additional Guarantor (as defined in the Mezzanine Facility Agreement) and to the Intercreditor Agreement as an Obligor (as defined in the Intercreditor Agreement) as if it had originally been a party to the Mezzanine Facility Agreement and Intercreditor Agreement respectively (the "MFA Accession Deed"),

1 3 3 a security accession deed relating to the Debenture, pursuant to which the Company would accede to the terms of the Debenture as a Charging Company (the "Security Accession Deed"), and

1 3 4 an intra-group loan agreement pursuant to which the Company and other members of the Group (as defined therein) will in their various capacities as

both intra-group lenders and intra-group borrowers make available and receive intra-group loan facilities for, amongst other things, repaying borrowings and making other payments required in the context of the Acquisitions (the "**Intra-Group Loan Agreement**"),

together, the "**Documents**",

pursuant to which, *inter alia*, the Company will (A) guarantee all of the liabilities of the Purchaser and other Obligors (as defined in each of the Facilities Agreements) to the lenders and other finance parties under each of the Facilities Agreements and related documents, (B) agree to subordinate its rights to repayment of any Intra-Group Debt (as defined in the Intercreditor Agreement) in certain circumstances and to the ranking of priority between certain creditors of Midco and its subsidiaries, (C) give fixed and floating charges over its assets and undertakings to support its above-mentioned guarantee, and (D) agree to make loans on the terms set out in the Intra-Group Loan Agreement,

1 4 the execution and delivery by or on behalf of the Company of the Documents, and the exercise by the Company of any of its rights or the performance by the Company of any of its obligations thereunder

1 4 1 would not result in any breach of any restriction imposed by the memorandum and articles of association of the Company or any agreement to which the Company is a party or by which the Company is bound,

1 4 2 would benefit the Company because

(a) the information available to the Company indicated that it would be able to fulfil its obligations under the Finance Documents and accordingly it was unlikely that rights and remedies would be enforced against the Company and/or its assets under Finance Documents, and

(b) it was perceived that the Company would benefit from the continued maintenance of the group's principal source of debt finance, and

1 4 3 would be bona fide in the best interests of the Company, for the purpose of carrying on its business and likely to promote the success of the Company

1 5 the Company had been advised that the execution and delivery by or on behalf of the Company of the Documents and the exercise by the Company of any of its rights or the performance by the Company of any of its obligations thereunder would constitute unlawful financial assistance for the purpose of the Acquisitions unless it complied with the procedures in section 155 to 158 of the Companies Act 1985 (the "**Act**"), and

2 **RESOLVE, in accordance with Chapter 2, Part 13 of the Companies Act 2006, to pass the following as written resolutions:**

2 1 subject to compliance with sections 155 to 158 of the Companies Act 1985 (the "**Act**"), the giving by the Company of financial assistance for the purpose of reducing or

discharging the liabilities incurred for the purpose of the Acquisitions in the form described in the statutory declaration sworn by the directors of the Company pursuant to section 155(6) of the Act on the date hereof be approved,

2 2 the entry by or on behalf of the Company into each of the Documents and any documents ancillary thereto be and is hereby approved, confirmed and/or ratified,

2 3 the execution and delivery by or on behalf of the Company of the Documents, and the exercise by the Company of any of its rights or the performance by the Company of any of its obligations thereunder

2 3 1 will not result in any breach of any restriction imposed by the memorandum and articles of association of the Company or any agreement to which the Company is a party or by which the Company is bound, and

2 3 2 will benefit the Company because in view of the above factors and that the execution of the Documents would be bona fide in the best interests of the Company and would be for the purpose of carrying on its business,

2 4 the terms and conditions of each of the Documents and any documents ancillary thereto (in each case, in such form or with such amendments thereto including manuscript amendments as the person executing them pursuant to the authority conferred by the board of the Company may in his absolute discretion think fit) be and are hereby approved, confirmed and/or ratified,

2 5 the execution, delivery and performance by the Company of the Documents be approved, even though the execution, delivery and performance of the Documents constitutes financial assistance for the purpose of reducing or discharging the liabilities incurred for the purpose of the Acquisitions,

2 6 Midco be authorised to act as the Company's agent for all purposes in connection with the Documents and any other documents related to, or necessary in connection with, the Acquisitions,

3 **RESOLVE**, in accordance with the Companies Act 1985 (the "Act"), to pass the following special resolution, THAT

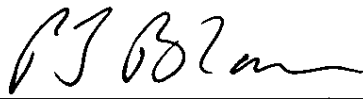
3 1 the Company's articles of association be altered by the deletion of article 12 and the substitution for it of the following articles

12 Subject to article 13, the directors may, in their absolute discretion and without giving any reason, refuse to register the transfer of a Share to any person, whether or not it is a fully paid share or a share on which the Company has a lien

13 Notwithstanding anything contained in these articles, the directors shall not decline to register any transfer of shares where such transfer is executed by or in favour of any bank or institution to whom such shares have been charged or mortgaged (or by or in favour of any nominee of such bank or institution) nor

may the directors suspend registration of any member which is a bank or institution (or nominee thereof) to whom such shares have been charged or mortgaged. A certificate by any official of such bank or institution that the relevant shares are charged or mortgaged shall be conclusive evidence of that fact.

- 3.2 amended articles of association in the form of the annexed draft, initialled by the chairman for the purpose of identification, be adopted in substitution of the Company's existing articles of association.



PETER BLACK

Date 26 November 2007



RICHARD MCCREA COWAN

Date 26 November 2007

Notes

- 1 The circulation date of these resolutions is the date first written below (the "**Circulation Date**") These resolutions have been sent to eligible members who would have been entitled to vote on the resolutions on this date Only such eligible members (or persons duly authorised on their behalf) should sign these resolutions
- 2 An eligible member can signify his or its agreement to the resolutions by signing the resolutions and by either delivering a copy of the signed resolutions to the secretary of the Company by hand or by sending a copy of the signed resolutions in hard copy form by post to the secretary of the Company
- 3 These resolutions must be passed within a period of 28 days beginning with the Circulation Date (s 297 CA 2006) If these resolutions are not passed by such date they will lapse The agreement of a member to these resolutions is ineffective if signified after this date

Dated 26 November 2007

Registered office 10 New Square
Lincoln's Inn
London WC2A 3QG

Attachment Signed statutory declaration(s) and auditor's report

Copy to Auditors

Q111

THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

AA THE DRIVING SCHOOL AGENCY LIMITED¹

PRELIMINARY

- 1 The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter referred to as "Table A") shall apply to the Company save in so far as they are excluded or varied hereby. that is to say, Clauses 8 and 64 of Table A shall not apply to the Company; and in addition to the remaining Clauses of Table A, as varied hereby, the following shall be the Articles of Association of the Company.

SHARES

- 2.
- (A) Subject to Sub-Article (B) hereof all Shares shall be under the control of the Directors and the Directors may allot, grant options over, or otherwise deal with or dispose of the same to such persons and generally on such terms and in such manner as they think fit
 - (B) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act to allot relevant securities (as defined in Section 80 of the Act) provided that the aggregate nominal value of such securities allotted pursuant to this authority shall not exceed the amount of the authorised share capital with which the Company is incorporated, and that this authority shall expire on the fifth anniversary of the Incorporation of the Company unless varied or revoked or renewed by the Company in General Meeting
 - (C) The Directors shall be entitled under the authority conferred by this Article to make at any time before the expiry of such authority any offer or agreement which will or may require relevant securities to be allotted after the expiry of such authority

(D) In accordance with Section 91 of the Act, Section 89(1) and Section 90(1) to (6) of the Act shall not apply to any allotment of equity securities (as defined in Section 94 of the Act) by the Company

- 3 The Company shall have a first and paramount lien on every Share (whether or not it is a fully paid Share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Share and the Company shall also have a first and paramount lien on all Shares (whether fully paid or not) standing registered in the name of any person whether solely or as one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article The Company's lien on a Share shall extend to any dividend or other amount payable in respect thereof

GENERAL MEETINGS

- 4 A notice convening a General Meeting shall in the case of special business specify the general nature of the business to be transacted, and Clause 38 of Table A shall be modified accordingly
- 5 All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, the election of Directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors
- 6 Clause 41 of Table A shall be read and construed as if the last sentence ended with the words ", and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting, the Meeting shall be dissolved"

DIRECTORS

- 7 Unless and until the Company in General Meeting shall otherwise determine, there shall not be any limitation as to the number of Directors If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles or Table A, and Clause 89 of Table A shall be modified accordingly
- 8 If the resolution or instrument by which a Director is appointed so provides, he shall be a Permanent Director and not subject to retirement by rotation, and Clauses 73 to 75 (inclusive) of Table A shall not apply to any Permanent Director
- 9 The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property, and uncalled capital, or any part thereof,

¹ Name changed from Hilldean Limited by special resolution

and 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

- 10 A Director may vote as a Director on any resolution concerning any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration, and Clause 94 of Tab A shall be modified accordingly

INDEMNITY

- 11 Subject to the provisions of the Act and in addition to such indemnity as is contained in Clause 118 of Table A, every Director, officer or official of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office

TRANSFER OF SHARES

- 12 Subject to article 13 the directors may, in their absolute discretion and without giving any reason, refuse to register the transfer of a share to any person, whether or not it is a fully-paid share or a share on which the Company has a lien
- 13 Notwithstanding anything contained in these articles, the directors shall not decline to register any transfer of shares where such transfer is executed by or in favour of any bank or institution to whom such shares have been charged or mortgaged (or by or in favour of any nominee of such bank or institution) nor may the directors suspend registration of any member which is a bank or institution (or nominee thereof) to whom such shares have been charged or mortgaged A certificate by any official of such bank or institution that the relevant shares are charged or mortgaged shall be conclusive evidence of that fact

NAMES AND ADDRESSES OF SUBSCRIBERS

For and on behalf of
LONDON LAW SERVICES LIMITED
Temple Chambers
Temple Avenue
London EC4Y 0HP

For and on behalf of
LONDON LAW SECRETARIAL LIMITED
Temple Chambers
Temple Avenue
London EC4Y 0HP

Dated the 1st day of July, 1992

Witness to the above Signatures:-

COLIN A LAY
Temple Chambers
Temple Avenue
London EC4Y 0HP