

SHAREHOLDERS' WRITTEN RESOLUTION

Company No 03126731

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

RESOLUTION IN WRITING

of

FIRST MOTORWAY SERVICES LIMITED

Roadchef Newcol Limited, being the sole eligible member of the Company who at the circulation date of this resolution is entitled to attend and vote at a general meeting of the Company, **RESOLVES**, in accordance with Chapter 2 of Part 13 of the Companies Act 2006, to pass the following as a written resolution which has been proposed as a special resolution

RESOLUTIONS IN WRITING

THAT the articles of association of the Company be amended by

- (a) deleting the present article 9 and replacing it with the following article 9

"Directors shall have no discretion to refuse to register a transfer of shares in the Company and Regulation 24 of the Table A shall not apply to the Company",

- (b) by deleting the existing articles 6 11, 9.1 to 9 11 and 10, and

- (c) by renumbering the existing articles 11 to 16 as 10 to 15 accordingly

We hereby certify this
to be a true copy of the
original
Signed.....
Clifford Chance
LLP

10 Upper Bank Street
London E14 5JJ

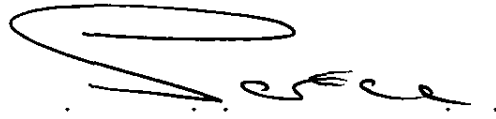
MONDAY



LD7 08/12/2014 #45
COMPANIES HOUSE

AGREEMENT

The undersigned, a person entitled to vote on the resolution as of the circulation date, hereby irrevocably agrees to the resolution

A handwritten signature in black ink, appearing to read 'Simon Turl', with a large, stylized initial 'S'.

Signed

Date 26 November 2014

Name SIMON TURL

Position Director

For and on behalf of **Roadchef Newco1 Limited**

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
NEW ARTICLES OF ASSOCIATION

of

FIRST MOTORWAY SERVICES LIMITED

Registered Number 3126731

(adopted by special resolution on 26 November 2014)

Preliminary

1 In these Articles

1.1 "**the Act**" means the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force

1.2 "**Table A**" means Table A in the Companies (Tables A - F) Regulations 1985 as amended by the Companies (Tables A - F) (Amendment) Regulations 1985

1 3 "**3i**" means 3i Group plc The expression "**member of the 3i Group**" means 3i, any subsidiary of 3i and any holding company of 3i and any subsidiary of such holding company and "**the 3i Group**" shall be construed accordingly

1 4 "**Special Ordinary Share**" means the two issued shares of £1 each held by 3i and Barrington House Nominees Limited pursuant to the Non Embarrassment Agreement dated 24 March 2006

1 5 "**Share Option Deed**" means the Deed containing the First Option and the Second Option (both as defined therein) made between the Company, the Grantors (as defined therein) and the Grantees (as defined therein)

1 6 The expression "**voting rights**" shall be construed in accordance with section 736(A) of the Act

1 7 The word "**emoluments**" shall include all salary and all items set out in paragraph 1(3) of schedule 6 to the Act

1 8 The regulations contained in or incorporated in Table A shall apply to the Company save insofar as they are excluded or varied hereby or are inconsistent herewith and such regulations (save as so excluded varied or inconsistent) and the Articles hereinafter contained shall be the regulations of the Company.

1 9 Regulations 54, 73-80 (inclusive), 85, 86, 94-98 (inclusive), 104 and 118 of Table A shall not apply to the Company.

Share capital

- 2 The authorised share capital of the Company is £100,502 divided 100,000 ordinary shares of £1 each, 50,000 B ordinary shares of one penny each, and 2 Special Ordinary Shares of £1 each
- 3 The Special Ordinary Shares shall entitle the holder (or where the holder is a nominee, the beneficial owner of the shares) to the benefit of the rights conferred on 3i Group plc and others (the "**Investors**") by the terms of a share sale agreement and non-embarrassment agreement between the Company, Robin Millar and Others and the Investors dated on the date of this resolution (the "**Share Sale Agreement**")

Income

- 4 The profits of the Company available for distribution shall be applied as follows
 - 4 1 **provided that** the aggregate of the total amount of all Dividend payments made or proposed to be made, in respect of that financial year do not exceed one third of the amount of the profits after taxation of the Company and its subsidiaries for such financial year calculated on the historical cost accounting basis as shown in the audited consolidated profit and loss account of the Company and its subsidiaries (to the nearest £1) the Company shall distribute profits in respect of that financial year as follows
 - 4 1 1 First in paying to the holders of the ordinary shares and the B ordinary shares (*pari passu* as if the same were one class of share) a dividend on each share
 - 4 1 2 Second with the prior written consent of the holders of 75% of the ordinary and B ordinary shares in distributing the balance of such profits amongst of the ordinary shares and the B ordinary shares (*pari passu* as if the same constituted one class of share and in accordance with Article 3 2 5 as if each ordinary share had a nominal value equal to that of each ordinary share)
 - 4 1 3 Every dividend shall be distributed to the appropriate shareholders *pro rata* according to the amount paid up, credited as paid up or treated by Article 3.2.5 as paid up on the shares held by them respectively and shall accrue on a daily basis All dividends are expressed net and shall be paid in cash
 - 4 1 4 The Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of any dividend under Article 3 1 4
 - 4 1 5 For the purpose of determining the rights attaching to ordinary shares and the B ordinary shares including without limitation rights in relation to any issue of shares, dividend or other distribution, return of assets or other reduction of capital, each B ordinary share shall be treated as having a nominal value equal to that of each ordinary share and each B ordinary share shall be treated as fully paid to the extent of their deemed nominal value Notwithstanding the provisions of this Article 3 1 8 the B ordinary shares shall constitute separate classes of shares

Capital

- 5 On a return of assets on liquidation or capital reduction or otherwise (except upon the redemption of shares of any class or purchase by the Company of its own shares), the assets of the Company remaining after the payment of its liabilities shall be applied as follows
- 5.1.1 firstly in paying to the holders of ordinary shares £1 per share together with a sum equal to any arrears or accruals of the dividends on the ordinary shares calculated down to the date of the return of capital, and
 - 5.1.2 secondly in paying to the holders of the B ordinary shares £0.01 per share together with a sum equal to any arrears or accruals of the dividends on the B ordinary shares calculated down to the date of the return of capital, and
 - 5.1.3 the balance of such assets shall be distributed amongst the holders of the ordinary shares and B ordinary shares (*pari passu* as if the same constituted one class of share and in accordance with Article 4.1.5 as if each B ordinary share had a nominal value equal to that of an ordinary share) by first calculating the amount due in proportion to the amount paid up, credited as paid up or treated by Article 4.1.5 as paid up on the ordinary shares and B ordinary shares held by them respectively

Class Rights

- 6 Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, only with the consent in writing of the holders of 68% of the issued shares of that class.
- 6.1 by the grant of any option or other right to subscribe for shares and by any alteration or increase or reduction or sub-division or consolidation of the authorised or issued capital of the Company or of any of its subsidiaries, or any variation of the rights attached to any of the shares for the time being in the capital of the Company or of any of its subsidiaries, or
 - 6.2 by the disposal of the undertaking of the Company or of any of its subsidiaries or any substantial part thereof or by the disposal of any share in the capital of any subsidiary of the Company, or
 - 6.3 by the acquisition of any interest in any share in the capital of any company by the Company or any of its subsidiaries, or
 - 6.4 by the application by way of capitalisation of any sum in or towards paying up any share or loan capital of the Company, or
 - 6.5 by any alteration of the restrictions on the powers of the directors of the Company and its subsidiaries to borrow give guarantees or create charges, or
 - 6.6 by the winding up of the Company, or

- 6 7 by the redemption of any of the Company's shares (otherwise than pursuant to these Articles) or by the entering into of a contract by the Company (save in accordance with Article 9 8 1) to purchase any of its shares; or
- 6 8 by any alteration of the Company's memorandum or articles of association, or
- 6 9 by the appointment or removal of auditors to the Company, or
- 6 10 by any alteration of the Company's accounting reference date

Lien

- 7 The lien conferred by regulation 8 of Table A shall apply to all shares of the Company whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders

Calls

- 8 The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment"

Transfer of Shares

- 9 Directors shall have no discretion to refuse to register a transfer of shares in the Company and Regulation 24 of the Table A shall not apply to the Company

Voting

- 10 Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles the holders of the ordinary shares and B ordinary shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a member, shall have one vote, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall (except as hereinafter provided) have one vote for every share in the capital of the Company of which he is the holder

Members' requisition of meetings

- 11 The directors shall on a members' requisition forthwith proceed duly to convene an extraordinary general meeting of the Company
- 11 1 A members' requisition is a requisition of members of the Company holding at the date of the deposit of the requisition, not less than one-tenth in number of the shares which carry the right to attend and vote at general meetings of the Company
- 11 2 The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the registered office of the Company and may consist of several documents in like form each signed by one or more requisitionists

- 11 3 If the directors do not within 21 days from the date of the deposit of the requisition proceed duly to convene a meeting, the requisitionists or anyone of them may themselves convene a meeting, but any meeting so convened shall not be held after the expiration of three months from that date
- 11 4 A meeting convened under Article 11 4 shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by directors
- 11 5 Any reasonable expenses incurred by the requisitionists by reason of the failure of the directors duly to convene a meeting shall be repaid to the requisitionists by the Company and any sums so repaid shall be retained by the Company out of any sums due or to become due from the Company by way of fees or other remuneration in respect of their services to such of the directors as were in default
- 11 6 In the case of a meeting at which a resolution is proposed as a special resolution, the directors are deemed not to have duly convened the meeting if they do not give the notice required for special resolutions
- 11 7 The directors are deemed not to have duly convened a meeting if they convene a meeting for a date more than 28 days after the date of the notice convening the meeting

Appointment of Directors

- 12 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. In addition, the holders of shares carrying voting rights representing more than 50% of the voting rights attaching to all shares in the capital of the Company may by notice in writing to the Company together appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director

Proceedings of Directors

- 13 Notice of every meeting of the directors shall be given to each director at any address supplied by him to the Company for that purpose whether or not he be present in the United Kingdom **provided that** any director may waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him
- 13 1 Subject to the provisions of the Act and **provided that** he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office
- 13 1 1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested,
- 13 1 2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or on which the Company is in any way interested,

13 1 3 may (and any firm or company of which he is a partner or member or director may) act in a professional capacity for the Company or any body corporate in which the Company is in any way interested,

13 1 4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, and

13 1 5 shall be entitled to vote and be counted in the quorum on any matter concerning the foregoing paragraphs of this Article

13 2 For the purposes of this Article

13 2 1 a general notice 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,

13 2 2 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, and

13 2 3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when these Articles were adopted) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise

13 3 Any director (including an alternate director) may participate in a meeting of the directors or a committee of the directors of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Act, he shall be entitled to vote and be counted in a quorum accordingly

Directors' Borrowing Powers

14 Subject as hereinafter provided the directors may exercise all the powers of the Company (whether express or implied)

14 1 of borrowing or securing the payment of money,

14 2 of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts, and

14 3 of mortgaging or charging the property assets and uncalled capital of the Company and (subject to section 80 of the Act) of issuing debentures

Indemnity

- 15 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties or in relation thereto including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which 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.