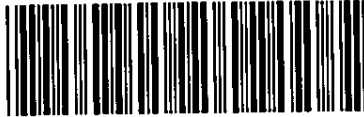


THE COMPANIES ACT 2006



PRIVATE COMPANY LIMITED BY SHARES

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RM 24/12/2007 22  
COMPANIES HOUSE

SPECIAL RESOLUTIONS IN WRITING

of

**AUTOMOBILE ASSOCIATION INSURANCE SERVICES 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**")

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, and
- 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 5 and the substitution for it of the following articles
- 5 Subject to article 6, 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
- 6 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

with the redesignation of existing article 6 as article 7 and the redesignation of all subsequent articles accordingly

- 3 2 amended articles of association in the form of the annexed draft, initialed by the chairman for the purpose of identification, be adopted in substitution of the Company's existing articles of association

BY ORDER OF THE BOARD



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SECRETARY/DIRECTOR

for and on behalf of  
**AA CORPORATION LIMITED**

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 Fanum House  
Basing View  
Basingstoke  
Hampshire RG21 2EA

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

Copy to Auditors

**THE COMPANIES ACTS 1989**

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**PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

of

**AUTOMOBILE ASSOCIATION INSURANCE SERVICES LIMITED**

(as adopted by Special Resolution passed on 20<sup>th</sup> December 1989  
and by Special Resolution passed on 1<sup>st</sup> January 1990  
and by Special Resolution passed on 26 November 2007)

- \_\_\_\_\_  
1. The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1989 (hereinafter called "Table A") (as amended down to the date of the adoption of these Articles) shall apply to the Company save in so far as they are varied or excluded by or are inconsistent with these Articles, and regulation 1 shall so apply as if references to "these regulations" included references to these Articles Accordingly, in these Articles "the Act" means the Companies Act 1989, including any statutory modification or re-enactment of it for the time being in force, and any reference in these Articles to a provision of that Act includes a reference to any statutory modification or re-enactment of that provision for the time being in force
2. Regulations 24, 53, 73 to 80 (inclusive), 84, 93 to 97 (inclusive) and 118 in Table A shall not apply to the Company

**SHARES**

3. The Company is a private company limited by shares and accordingly
- (a) any offer to the public (whether for cash or otherwise) of any Shares in or debentures of the Company, and
  - (b) any allotment of or agreement to allot (whether for cash or otherwise) any Shares in or debentures of the Company with a view to all or any of those Shares or debentures being offered for sale to the public,
- are prohibited
4. Sections 89(1) and 90(1) to (6) (inclusive) of the Act, in their application to allotments by the Company of equity securities are hereby excluded

## **TRANSFER AND TRANSMISSION OF SHARES**

- 5 Subject to article 6, 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
- 6 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

## **GENERAL MEETINGS**

- 7 Subject to the provisions of the Act, a resolution in writing signed by or approved by letter, telex, facsimile transmission or cable by all the members of the Company who would be entitled to receive notice of and to attend and vote at a general meeting at which such resolution was to be proposed, or by their duly appointed attorneys, shall be as valid and effective as if it had been passed at a general meeting of the Company duly convened and held. Any such resolution may consist of several documents in the like form, each signed by one or more members of their attorneys, and signature in the case of a body corporate which is a member shall be sufficient if made by a director thereof or its duly appointed attorney
- 8 Proxies may be deposited at the registered office of the Company at any time before the time of the meeting at which they are to be used or may be produced at the meeting itself unless otherwise specified in the notice convening such meeting

## **DIRECTORS**

- 9 Unless and until otherwise determined by the Company in general meeting, the number of the directors shall not be less than two but there shall be no upper limit on the number of directors
- 10 A member or members holding a majority in nominal value of the issued ordinary shares in the Company may appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director, and may remove from office any director however appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members concerned or, in the case of a corporate member, signed by one of its directors on its behalf, and shall take effect on lodgement at the registered office of the Company or on production to a meeting of the directors
- 11 The directors may appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director



- 12 The Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director and, without prejudice to the provisions of the Act, may by ordinary resolution remove a director from office
- 13 The removal of a director under article 9 or 11 shall be without prejudice to any claim the director may have for breach of any contract of service between him and the Company
- 14 No person shall be disqualified from being or becoming a director by reason of his attaining or having attained the age of 70 or any other age
- 15 The directors shall not be required to retire by rotation
- 16 For so long as all the shares in the Company are held by Automobile Association Developments Limited or any of its subsidiaries or by The Automobile Association Limited or by any nominee for any of such companies, and to the extent permitted by law, the matters to which the directors of the Company are to have regard in the performance of their functions shall include the interests of the members of The Automobile Association in general as well as the other interests to which by law they must have regard but the duty imposed by this Article on the directors of the Company is owed by them to the Company (and the Company alone) and is to be enforceable in the same way as any other fiduciary duty owed to a Company by its directors
- 17 - Any director who performs services at the request or with the agreement of the directors may receive such additional remuneration (whether by way of salary, fees or commission or otherwise) as the directors may determine

#### **ALTERNATE DIRECTOR**

- 18 Regulation 65 of Table A shall apply with the modification that any alternate director shall not only be liable to removal by his appointor, but may also be removed from such office by notice in writing to the Company given by a majority of the co-directors of the director by which the alternate director was appointed

#### **POWERS OF DIRECTORS**

- 19 A director who has duly declared his interest (so far as he is required to do so) may vote at a meeting of the directors or of a committee of the directors on any resolution concerning a matter in which he is interested, directly or indirectly. If he does, his vote shall be counted, and whether or not he does, his presence at the meeting shall be taken into account in calculating the quorum. Regulations 94 to 97 (inclusive) in Table A shall not apply to the Company

#### **EXECUTIVE DIRECTORS**

- 20 The directors may from time to time appoint one or more of their body to any executive office or employment in the Company for such period and on such terms as they think fit and may revoke such appointment without prejudice to any rights of compensation arising under the terms of any agreement entered into in any particular

case Subject to the terms of any such agreement, the appointment of any such director as aforesaid shall be *ipso facto* determined if he ceases from any cause to be a director A director appointed to any executive office or employment as aforesaid shall receive such remuneration whether by way of salary, commission or participation in profits or pension or otherwise howsoever whether similar to the foregoing or not as the directors may determine

#### **PROCEEDINGS OF DIRECTORS**

- 21 A resolution in writing signed or approved by letter, telex, facsimile transmission or cable by all the directors (or all the members of a Committee of the directors) shall be as effective as a resolution passed at a meeting of the directors (or of such Committee) duly convened and held and may consist of several documents in like form each signed or approved by one or more of the directors For the purposes of this Article, the signature or approval of an alternate director shall suffice in lieu of the signature or approval of the director appointing him

#### **INDEMNITY**

- 22 Every director, managing director, agent, Secretary or other officer of the Company (other than the auditor) shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may incur or sustain in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of liability for negligence and no director or other officer shall be liable for any loss, damage or misfortune which may happen to be or be incurred by the Company in the execution of the duties of his office or in relation thereto This Article shall only have effect insofar as its provisions are not avoided by the Act