

Company No: 02107585

THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

THE RYES SCHOOL LIMITED  
("the Company")



Passed on 27/4 / 1998

We, the undersigned, being all the Members for the time being of the above-named Company entitled to receive notice of and to attend and vote at General Meetings of the Company HEREBY PASS the following resolutions as Written Resolutions with the intention that the said resolutions shall, pursuant to Clause 53 of Table A (which Clause is embodied in the Articles of Association of the Company), for all purposes be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

WRITTEN RESOLUTIONS

SPECIAL:

1. That Clause 3A(i) of the Memorandum of Association be and is hereby amended by the deletion of the words "mentally handicapped children" in line 3 and the substitution therefor by the words "those with complex special needs".
2. That the Articles of Association of the Company be and are hereby amended by the deletion of existing Article 12 and the substitution of the following new Article 12:

TRANSFER OF SHARES

12. Save as proposed by this Article 12 no share in the capital of the Company may be transferred to any person whether a member of the Company or not and no beneficial interest in any share in the Company may be so transferred otherwise than in accordance with the following provisions:-

(a) Any person (hereinafter called "the proposing transferor") proposing to transfer any shares shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same and specifying the price per share which in his opinion constitutes the fair value thereof. The transfer notice shall

constitute the Company the agent of the proposing transferor for the sale of all (but not some of) the shares comprised in the transfer notice in accordance with the terms of this Article at the price specified therein or at the fair value certified in accordance with paragraph (c) below (whichever shall be the lower). A transfer notice shall not be revocable except with the sanction of the Directors.

(b) The shares comprised in any transfer notice shall first be offered to the Members (other than the proposing transferor) as nearly as may be in proportion to the number of shares held by them respectively. Such offer shall be made by notice in writing (hereinafter called "the offer notice") within seven days after the receipt by the Company of the transfer notice. The offer notice shall state the price per share specified in the transfer notice and shall limit the time in which the offer may be accepted, not being less than twenty-one days nor more than forty-two days after the date of the offer notice, provided that if a certificate of fair value is requested under paragraph (c) below the offer shall remain open for acceptance for a period of fourteen days after the date on which notice of the fair value certified in accordance with that paragraph shall have been given by the Company to the Members or until the expiry of the period specified in the offer notice whichever is the later. For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. The offer notice shall further invite each Member to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase and if all the Members do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of shares already held by them respectively, provided that no Member shall be obliged to take more shares than he shall have applied for. If any shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors may think fit.

(c) Any Member may, not later than seven days after the date of the offer notice, serve on the Company a notice in writing requesting that the Directors instruct an independent auditor being a firm of Chartered Accountants to report within 14 days of receiving such instructions the sum per share which such firm regards as the fair price of the shares the subject of the transfer notice as at the date of the transfer notice and for the purpose of this Article reference to the auditor shall be any person so nominated. Upon receipt of such notice the Company shall instruct the auditor to certify as aforesaid and the costs of such valuation shall be apportioned among the proposing transferor and the Member or Members willing to purchase the same (hereinafter called "the purchasing Member") or borne by any one or more of them as the auditor in his absolute discretion shall decide. In

certifying the fair value as aforesaid the auditor shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. The Company shall within two days of the receipt of the certificate of the auditor, by notice in writing inform all Members of the fair value of each share and of the price per share (being the lower of the price specified in the transfer notice and the fair value of each share) at which the shares

comprised in the transfer notice are offered for sale. For the purpose of this Article the fair value of each share comprised in the transfer notice shall be its value as a rateable proportion of the total value of all the issued shares of the Company and shall not be discounted or enhanced by reference to the number of shares referred to in the transfer notice.

(d) If purchasing Members shall be found for all the shares comprised in the transfer notice within the appropriate period specified in paragraph (b) above, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing (hereinafter called "the sale notice") to the proposing transferor and the proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to the purchasing Members.

(e) If the Company shall not within the acceptance period specified in the offer notice find purchasing Members willing to purchase all of the shares therein mentioned or shall only have found purchasing Members willing to purchase less than all of such shares but shall within a period of 7 days after the expiry of the said acceptance period find non-members acceptable to all the Members (other than the proposing transferor) who agree under seal to purchase all or any of such shares or of the remainder of such shares (hereinafter called "outside purchasers") the directors shall give notice of such fact (hereinafter called "notice of outside purchase") to the proposing transferor and he shall be bound upon payment of the price per share as described in Article 12(c) to transfer to the respective outside purchasers thereof the shares mentioned in the notice of outside purchase.

(f) Every sale notice or notice of outside purchase shall state the name and address of each purchasing Member or outside purchaser and the number of shares to be purchased by him and the purchase shall be completed at a place and time to be appointed by the directors being not less than seven days nor more than fourteen days after the date of the last of the sale notice or, if later, last notice of outside purchase given by the directors to the proposing transferor.

(g) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchasing Members or the outside purchasers. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Members or the outside purchasers. The Company shall pay the purchase money into a separate bank account.

(h) If the Company shall not give a sale notice or notice of outside purchase to the proposing transferor within the time specified in paragraph (d) or (e) above, he shall, during the period of thirty days next following the expiry of the time so specified, be at liberty to transfer all or any of the shares comprised in the transfer notice to any person or persons at any price not being less than price per share (as described in Article 12(c)) but in that event the Directors may, in their absolute discretion, and without assigning any reason therefor, decline to register any such transfer and Clause 24 in Table A shall, for these purposes, be modified accordingly."

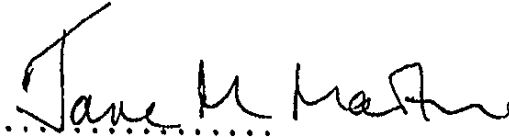
Dated:

27/4/

1998



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Peter Calvin Martin



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Jane Margaret Martin

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