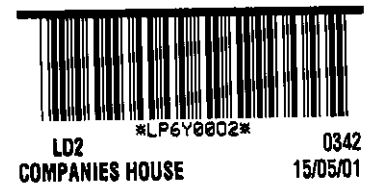


ASQUITH COURT HOLDINGS LIMITED

(the "Company")

WRITTEN RESOLUTION



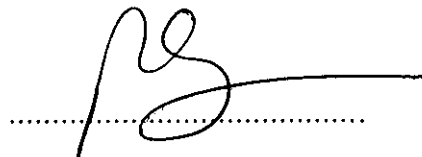
We, the undersigned, being the sole member of the Company who (at the date hereof) would have been entitled to vote upon the resolutions set out below if it had been proposed at a general meeting at which we were present, hereby agree, pursuant to regulation 53 of Table A (adopted by the Company's articles of association), to the passing of the resolutions set out below (which would otherwise be required to be passed as special resolutions) as resolutions by way of written resolution, to ratify and sanction every modification, variation or abrogation of the rights and privileges attaching to any class of shares of which we are a holder involved in or requisite to give effect to such resolution and hereby consent that the Company's articles of association be substituted by new articles of association.

SPECIAL RESOLUTIONS

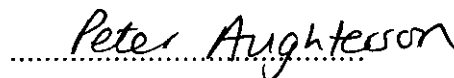
1. **THAT**, subject to compliance with sections 155 to 158 of the Companies Act 1985 (the "Act"), the giving by the Company of financial assistance (as defined in Section 152 of the Act) for the purpose of the acquisition of its shares by Acorndrive Limited (the "**Purchaser**") (the "**Acquisition**") and in the form described in the statutory declarations (a copy of the form 155(6)a being attached at Annex 1) sworn by the directors of the Company pursuant to section 155(6) of the Act on the date hereof, together with the statutory auditors' report be approved.
2. **THAT** the execution, delivery and performance by the Company of:
 - 2.1 a guarantor accession agreement dated on or about the date hereof (the "**Senior Guarantor Accession Deed**") to be made between the Company as a new Obligor, Dresdner Bank AG, London Branch as Facility Agent and Chestnutbay as agent on behalf of the existing Obligors under the Senior Credit Agreement (as defined below), pursuant to which the Company would accede to a credit facilities agreement (the "**Senior Credit Agreement**") dated on or about the date hereof and made between the Purchaser as Borrower and Guarantor, Chestnutbay and Acorndrift Limited ("**Acorndrift**") (together the "**Newco Group**") as Borrowers and Guarantors, Dresdner Kleinwort Wasserstein as Arranger and Dresdner Bank AG London Branch as Facility Agent, Security Agent and Underwriter and certain other financial institutions as Lenders (each as defined therein) as a Guarantor (as such term is defined in and pursuant to the Senior Credit Agreement) and would guarantee the obligations of the Obligors under the Senior Finance Documents (as such terms are defined in the Senior Credit Agreement) and accede to the Intercreditor Deed as an Obligor (as such term is defined in and pursuant to the Intercreditor Deed);

- 2.2 a guarantor accession agreement dated on or about the date hereof ("**Mezzanine Guarantor Accession Deed**") to be made between the Company as a new Obligor, Dresdner Bank AG, London Branch as Facility Agent and Chestnutbay as agent on behalf of the existing Obligors under a credit facilities agreement (the "**Mezzanine Loan Agreement**") dated on or about the date hereof and made between the Purchaser as Borrower and Guarantor and the Newco Group as Guarantors, Dresdner Kleinwort Wasserstein as Arranger, Dresdner Bank AG, London Branch as Underwriter, Facility Agent and Security Agent and together with certain other financial institutions as Lenders (each as defined therein), pursuant to which the Company would accede to the Mezzanine Loan Agreement as a Guarantor (as such term is defined in and pursuant to the Mezzanine Loan Agreement) to guarantee the obligations of the Obligors under the Mezzanine Finance Documents and accede to the Intercreditor Deed as an Obligor (as such term is defined in and pursuant to the Intercreditor Deed);
- 2.3 a deed of accession dated on or about the date hereof (the "**Debenture Accession Deed**") pursuant to which the Company would accede to the Debenture dated on or about the date hereof made between, *inter alia* the Newco Group as Charging Companies and Dresdner Bank AG, London Branch as Security Agent (each as defined therein) (the "**Debenture**") as required under the terms of the Senior Credit Agreement and the Mezzanine Loan Agreement pursuant to which the Company mortgages, assigns and creates fixed and floating charges over all its assets and undertaking as security for the obligations of each Obligor to any Secured Party (each as defined in the Senior Credit Agreement and the Mezzanine Loan Agreement);
- 2.4 an intercompany loan agreement dated on or about the date hereof (the "**Intra-Group Loan Agreement**") made between, *inter alia*, the Company, the Newco Group and certain of its subsidiaries as Lenders and the Company, the Newco Group and certain of its subsidiaries as Borrowers (as defined therein), pursuant to which the Company, the Newco Group and certain of its subsidiaries as Lenders would agree to make advances including upstream advances to the Borrowers (as defined therein) at their request for the purposes of, *inter alia*, meeting their payment obligations under the Senior Credit Agreement and the Mezzanine Loan Agreement,
- (together the "**Documents**") be approved, even though the execution, delivery and performance of each of the Documents constitutes financial assistance for the purpose of the Acquisition.
3. **THAT** the execution, delivery and performance by the Company of a borrower accession agreement dated on or about the date hereof (the "**Borrower Accession Agreement**") to be made between the Company as a new Obligor, Dresdner Bank AG, London Branch as Facility Agent and Chestnutbay Limited ("**Chestnutbay**") as agent on behalf of the existing Obligors (as defined in the Senior Credit Agreement referred to in paragraph 2.1.1 below) pursuant to which the Company would accede:
- 3.1 as a Borrower to the Senior Credit Agreement for the purpose *inter alia*, of borrowing money for working capital purposes; and

- 3.2 as a new Obligor to the Intercreditor Deed (the "**Intercreditor Deed**") dated on or about the date hereof between, *inter alia*, the Purchaser as Borrower, Guarantor and Intra-group Creditor and Chestnutbay and Acorndrift as Guarantors and as Intra-group Creditors, Dresdner Bank AG, London Branch as Facility Agent and Mezzanine Agent, Original Senior Lender, Original Mezzanine Lender and Security Agent, the Investors and the Managers (as such terms are defined in and pursuant to the Intercreditor Deed) pursuant to which the Company and certain of its subsidiaries will subordinate their right to repayment of monies due from the Newco Group and certain of its subsidiaries and agree to the ranking of priority between certain creditors of the Newco Group and certain of its subsidiaries.
4. **THAT** the giving of financial assistance by the Company's subsidiaries Asquith Court Schools Limited, Asquith Court Schools Management Services Limited, London Montessori Centre Limited, GNS Property Services Limited and Gatehouse Nursery Services (Surrey) Limited (the "**Subsidiaries**") by the execution of and the subsequent exercise of rights under the Documents be approved and this approval be given notwithstanding that the Subsidiaries might be held to be giving financial assistance for the purposes of Section 151 and 152 of the Act.
5. **THAT** the payment by the Company of fees, costs, charges and expenses in connection with the Acquisition be approved even though such payment constitutes financial assistance for the Acquisition.
6. **THAT** the new articles of association in the form of the annexed draft attached at Annex 2 initialled by the Chairman for the purpose of identification be adopted in substitution for the Company's existing articles of association and to the exclusion of all previous articles of association.

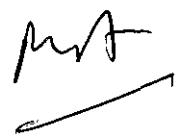


Signed by for and on behalf of
Acorndrive Limited



Date **10** May 2001

Company No. 02512315



THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

ASQUITH COURT HOLDINGS LIMITED

Incorporated 15 June 1990

Adopted by special resolution passed on ⁹ [✓] 2001

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ARTICLES OF ASSOCIATION

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PRELIMINARY

1. (A) The regulations contained in Table A in the Schedule to the Companies (Table A to F) Regulations 1985 (as amended) ("**Table A**") apply to the Company except to the extent that they are excluded or modified by these articles.
- (B) The regulations of Table A numbered 24, 38, 60, 61, 64, 73, 74, 75, 76, 77, 78, 80, 81, 90, 94, 95, 96, 97, 98, 115 and 118 do not apply. The regulations of Table A numbered 37, 46, 53, 57, 59, 62, 65, 66, 67, 68, 72, 79, 84, 88, 110, 112 and 116 are modified. The regulations of Table A numbered 88, 91 and 93 are excluded if and for so long as there is a sole director of the Company. The regulation of Table A numbered 89 is modified if and for so long as there is a sole director of the Company. The regulations of Table A numbered 40 and 54 are modified if and for so long as the Company has only one member. Subject to these exclusions and modifications, and in addition to the remaining regulations of Table A, the following are the articles of association of the Company.
- (C) Where an ordinary resolution of the Company is expressed to be required for any purpose, a special or extraordinary resolution is also effective for that purpose, and where an extraordinary resolution is expressed to be required for any purpose, a special resolution is also effective for that purpose.

PRIVATE COMPANY

2. The Company is a private company limited by shares and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

SHARE CAPITAL

3. The authorised share capital of the Company at the date of adoption of these articles is £205,015 divided into 20,501,500 ordinary shares of £0.01 each.
4. (A) Subject to the provisions of the Act, the directors have general and unconditional authority to allot (with or without conferring rights of renunciation), grant options over, offer or otherwise deal with or dispose of any unissued shares of the Company (whether forming part of the original or any increased share capital) to such persons, at such times and on such terms and conditions as the directors may decide but no share may be issued at a discount.

(B) The directors have general and unconditional authority, pursuant to section 80 of the Act, to exercise all powers of the Company to allot relevant securities for a period expiring on the fifth anniversary of the date of adoption of this article unless previously renewed, varied or revoked by the Company in general meeting.

(C) The maximum amount of relevant securities which may be allotted pursuant to the authority conferred by paragraph (B) is the amount of the authorised but as yet unissued share capital of the Company at the date of adoption of this article.

(D) By the authority conferred by paragraph (B), the directors may before the authority expires make an offer or agreement which would or might require relevant securities of the Company to be allotted after it expires and may allot relevant securities in pursuance of that offer or agreement.
5. The pre-emption provisions of section 89(1) of the Act and the provisions of sub-sections (1) to (6) inclusive of section 90 of the Act do not apply to any allotment of the Company's equity securities.

TRANSFERS

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 PROVIDED THAT the directors shall not decline to register any transfer of shares (nor delay in doing so) where the relevant transfer is executed by or on behalf of any person (natural or legal) to whom such shares have been charged by way of security or by that person's nominee (in either case, whether as transferor or transferee) and a certificate of that person that the shares were so charged shall be sufficient evidence of the facts.

GENERAL MEETINGS

7. Regulation 37 of Table A is modified by the deletion of the words "eight weeks" and the substitution for them of the words "28 days".

NOTICE OF GENERAL MEETINGS

8. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or an elective resolution must be called by at least 21 clear days' notice. All other extraordinary general meetings must be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed:

- (a) in the case of an annual general meeting or a meeting called for the passing of an elective resolution, by all the members entitled to attend and vote at that meeting; and
- (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote, being (i) a majority together holding not less than such percentage in nominal value of the shares giving that right as has been determined by elective resolution of the members in accordance with the Act, or (ii) if no such elective resolution is in force, a majority together holding not less than 95 per cent. in nominal value of the shares giving that right.

The notice must specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, must specify that the meeting is an annual general meeting.

Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice must be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.

PROCEEDINGS AT GENERAL MEETINGS

9. A poll may be demanded by the chairman or by any member present in person or by proxy and entitled to vote and regulation 46 of Table A is modified accordingly.
10. Regulation 53 of Table A is modified by the addition at the end of the following sentence: "If a resolution in writing is described as a special resolution or as an extraordinary resolution, it has effect accordingly."

VOTES OF MEMBERS

11. Regulation 57 of Table A is modified by the inclusion after the word "shall" of the phrase ", unless the directors otherwise determine,".
12. Regulation 59 of Table A is modified by the addition at the end of the following sentence: "Deposit or delivery of a form of appointment of proxy does not preclude a member from attending and voting at the meeting or at any adjournment of it."

13. The appointment of a proxy must be in any usual form or in any other form which the directors may approve and must be executed by or on behalf of the appointor.
14. Regulation 62 of Table A is modified by the deletion in paragraph (a) of the words "deposited at" and by the substitution for them of the words "left at or sent by post to", by the substitution in paragraph (a) of the words "at any time" in place of "not less than 48 hours", by the substitution in paragraph (aa) of the words "at any time" in place of "not less than 48 hours" and by the substitution in paragraph (b) of the words "at any time" in place of "not less than 24 hours".

NUMBER OF DIRECTORS

15. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) is not subject to any maximum and the minimum number is one.

ALTERNATE DIRECTORS

16. A director may appoint any person willing to act, whether or not he is a director of the Company, to be an alternate director.
17. An alternate director who is absent from the United Kingdom is entitled to receive notice of all meetings of directors and meetings of committees of directors of which his appointor is a member. An alternate director may waive the requirement that notice be given to him of a meeting of directors or a committee of directors, either prospectively or retrospectively. Regulation 66 of Table A is modified accordingly.
18. Regulation 68 of Table A is modified by the addition at the end of the following sentence: "Any such notice may be left at or sent by post or facsimile transmission to the office or another place designated for the purpose by the directors."

DELEGATION OF DIRECTORS' POWERS

19. Regulation 72 is modified by the addition at the end of the regulation of the following sentence: "Where a provision of the articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision must be construed as permitting the exercise of the power, authority or discretion by the committee."

APPOINTMENT AND REMOVAL OF DIRECTORS

20. The directors are not subject to retirement by rotation. Regulations 73, 74 and 75 of Table A do not apply, and reference in regulations 67 and 84 to retirement by rotation must be disregarded.
21. The Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.

22. A person appointed by the directors to fill a vacancy or as an additional director is not required to retire from office at the annual general meeting next following his appointment and the last two sentences of regulation 79 of Table A are deleted.
23. The holder or holders of more than half in nominal value of the shares giving the right to attend and vote at general meetings of the Company may remove a director from office and appoint a person to be a director, but only if the appointment does not cause the number of directors to exceed a number fixed by or in accordance with the articles as the maximum number of directors. The removal or appointment is effected by notice to the Company signed by or on behalf of the holder or holders. The notice may consist of several documents in similar form each signed by or on behalf of one or more holders and shall be left at or sent by post or facsimile transmission to the office or such other place designated by the directors for the purpose. The removal or appointment takes effect immediately on deposit of the notice in accordance with the articles or on such later date (if any) specified in the notice.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

24. The office of a director is vacated if:
- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
 - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (c) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as director; or
 - (d) he resigns his office by notice to the Company; or
 - (e) he is for more than six consecutive months absent without permission of the directors from meetings of directors held during that period and his alternate director (if any) has not during that period attended any such meetings instead of him, and the directors resolve that his office be vacated; or
 - (f) he is removed from office by notice addressed to him at his last-known address and signed by all his co-directors; or
 - (g) he is removed from office by notice given by a member or members under article 23.

REMUNERATION OF DIRECTORS

25. A director who, at the request of the directors, goes or resides abroad, makes a special journey or performs a special service on behalf of the Company may be paid such reasonable additional remuneration (whether by way of salary, percentage of profits or otherwise) and expenses as the directors may decide.

PROCEEDINGS OF DIRECTORS

26. Regulation 88 of Table A is modified by the exclusion of the third sentence and the substitution for it of the following sentences: "Every director must receive notice of a meeting, whether or not he is absent from the United Kingdom. A director may waive the requirement that notice be given to him of a meeting of directors or a committee of directors, either prospectively or retrospectively."
27. A director or his alternate may validly participate in a meeting of the directors or a committee of directors through the medium of conference telephone or similar form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person participating in this way is deemed to be present in person at the meeting and is counted in a quorum and entitled to vote. Subject to the Act, all business transacted in this way by the directors or a committee of directors is for the purposes of the articles deemed to be validly and effectively transacted at a meeting of the directors or of a committee of directors although fewer than two directors or alternate directors are physically present at the same place. The meeting is deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
28. If and for so long as there is a sole director of the Company:
 - (a) he may exercise all the powers conferred on the directors by the articles by resolution in writing signed by him or by any other means permitted by the articles or the Act;
 - (b) for the purpose of regulation 89 of Table A the quorum for the transaction of business is one; and
 - (c) all other provisions of the articles apply with any necessary modification (unless the provision expressly provides otherwise).
29. Without prejudice to the obligation of any director to disclose his interest in accordance with section 317 of the Act, a director may vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in respect of which he has, directly or indirectly, an interest or duty. The director must be counted in the quorum present at a meeting when any such resolution is under consideration and if he votes his vote must be counted.

DIVIDENDS

30. The directors may deduct from a dividend or other amounts payable to a person in respect of a share any amounts due from him to the Company on account of a call or otherwise in relation to a share.

CAPITALISATION OF PROFITS

31. The directors may, with the authority of an ordinary resolution of the Company, resolve that any shares allotted under regulation 110 of Table A to any member in respect of a holding by him of any partly-paid shares rank for dividend, so long as those shares remain partly paid, only to the extent that those partly-paid shares rank for dividend and regulation 110 of Table A is modified accordingly.

NOTICES

32. Regulation 112 of Table A is modified by the deletion of the last sentence and the substitution for it of the following: "A member whose registered address is not within the United Kingdom is entitled to have notices given to him at that address or at an address specified by him to which notices may be sent using electronic communications and in this article "address", in relation to electronic communications, includes any number or address used for the purposes of such communications."
33. A notice sent to a member (or another person entitled to receive notices under the articles) by post to an address within the United Kingdom is deemed to be given:
- (a) 24 hours after posting, if pre-paid as first class, or
 - (b) 48 hours after posting, if pre-paid as second class,

and a notice contained in an electronic communication shall be deemed to be given at the expiration of 48 hours after the time it was sent.

A notice sent to a member (or other person entitled to receive notices under the articles) by post to an address outside the United Kingdom is deemed to be given 72 hours after posting, if pre-paid as airmail. Proof that an envelope containing the notice was properly addressed, pre-paid and posted is conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators, shall be conclusive evidence that the notice was given. A notice not sent by post or using electronic communications, but left at a member's registered address is deemed to have been given on the day it was left.

34. Regulation 116 of Table A is modified by the deletion of the words "within the United Kingdom".

INDEMNITY

35. Subject to the provisions of the Act, but without prejudice to any indemnity to which he may otherwise be entitled, each person who is a director, alternate director or secretary of the Company must be indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him in the proper execution of his duties or the proper exercise of his powers, authorities and discretions including, without limitation, a liability incurred:

- (a) defending proceedings (whether civil or criminal) in which judgment is given in his favour or in which he is acquitted, or which are otherwise disposed of without a finding or admission of material breach of duty on his part, or
 - (b) 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.
36. The directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is or was:
- (a) a director, alternate director, secretary or auditor of the Company or of a company which is or was a subsidiary undertaking of the Company or in which the Company has or had an interest (whether direct or indirect); or
 - (b) trustee of a retirement benefits scheme or other trust in which a person referred to in the preceding paragraph is or has been interested,
- indemnifying him against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Company.

SOLE MEMBER

37. If and for so long as the Company has only one member:
- (a) in relation to a general meeting, the sole member or a proxy for that member or (if the member is a corporation) a duly authorised representative of that member is a quorum and regulation 40 of Table A is modified accordingly;
 - (b) a proxy for the sole member may vote on a show of hands and regulation 54 of Table A is modified accordingly;
 - (c) the sole member may agree that any general meeting, other than a meeting called for the passing of an elective resolution, be called by shorter notice than that provided for by the articles; and
 - (d) all other provisions of the articles apply with any necessary modification (unless the provision expressly provides otherwise).