

Company No: 3210281

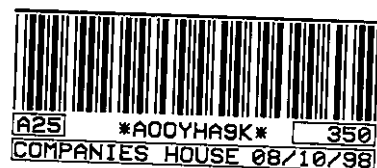
THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM AND NEW ARTICLES OF ASSOCIATION

- of -

RIVERSIDE CHILDCARE LIMITED



Company No: 3210281

THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

RIVERSIDE CHILDCARE LIMITED

1. The name of the Company is "Riverside Childcare Limited".¹
2. The registered office of the Company will be situated in England and Wales.
3. The Company's objects are:-²
 - (A) To carry on the business of a general commercial company.
 - (B) To carry on any other trade or business which may seem to the Company capable of being conveniently carried on in connection with the objects specified in this Clause 3 or calculated directly or indirectly to enhance the value of or render profitable any of the property, assets or rights of the Company.
 - (C) To purchase or by any other means acquire and take options over any property whatsoever, and any rights or privileges of any kind over or in respect of any property.
 - (D) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to assume all or any of the liabilities for such person, firm, or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual

¹ Following the passing of a Special Resolution of the Company on 13 August 1996, the name under which the Company was incorporated changed from Maletrade Limited to Riverside Childcare Limited.

² As altered by a Sole Member's Written Resolution of the Company passed on 23 September 1998.

assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

- (E) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (F) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (G) To lend and advance money or give credit on any terms and with or without the Company receiving any consideration or advantage or security direct or indirect, for any such loans, advances, credit, indemnities or guarantees to any person, firm or company (including, without prejudice to the generality of the foregoing, any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to receive money on deposit or loan upon any terms, to enter into guarantees, contracts of indemnity and suretyships of all kinds, and to secure or guarantee in any manner including by personal covenant, mortgaging or charging all or any part of the undertaking or property, assets, in each case whether present or future, or uncalled capital of the Company or, upon any terms, the payment of any sum of money or the performance of any obligation by any person, firm or company (including, without prejudice to the generality of the foregoing, any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).
- (H) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (I) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

- (J) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.
- (K) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
- (L) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- (M) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- (N) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (O) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.
- (P) If and only to the extent permitted by the Act, to give whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.

- (Q) To purchase and maintain insurance for the benefit of any person who is or was a director or officer (other than any auditor of the Company) of the Company or of any other company which is its holding company or in which the Company or such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the Company or of any subsidiary undertaking of the Company or of any such other company including (but without prejudice to the generality of the foregoing) insurance indemnifying such persons against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may lawfully be insured against; for these purposes "holding company" and "subsidiary undertaking" shall have the meanings ascribed to them in the Act.
- (R) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is for the time being the Company's holding or subsidiary company or otherwise associated with the Company in business or who are or were at any time directors or officers of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object; and to establish, set up, support and maintain share purchase schemes or profit sharing schemes for the benefit of any employees of the Company, or of any company which is for the time being the Company's holding or subsidiary company and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.
- (S) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:-

- (1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of

this Clause, or by reference to or inference from the name of the Company.

- (2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate company.
 - (3) The word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
 - (4) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 4. The liability of the members is limited.
 - 5. The share capital of the Company is £100 divided into 100 Ordinary Shares of £1 each.

We, the entity whose name, address and description is subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we agree to take the number of shares in the capital of the Company set opposite our name.

NAME, ADDRESS AND
DESCRIPTION OF SUBSCRIBER

Number of Shares taken
by Subscriber
(in words)

Clive Weston
29 Mead Road
Gravesend
Kent DA11 7PP

One

DATED this 31st May 1996

WITNESS to the above Signature:

[]
Kempson House,
P.O. Box 570,
Camomile Street,
London EC3A 7AN

Company No: 3210281

THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

OF

RIVERSIDE CHILDCARE LIMITED

(adopted by a Sole Member's Written Resolution
of the Company passed on 23 September 1998)

PRELIMINARY

1. These Regulations, together with 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 referred to below as "Table A"), shall be the Regulations of the above company ("the Company") except to the extent that the Regulations in Table A are excluded or varied below. The following Regulations in Table A shall not apply to the Company: Regulations 8 (lien), 24 (directors' refusal of share transfers), 33 (fractional entitlements), 35 (purchase of own shares), 38 (notice of general meetings), 40 (quorum at general meetings), 50 (chairman's casting vote at general meetings), 53 (written resolution of members), 54 (votes of members), 64 (number of directors), 65 to 69 inclusive (alternate directors), 73 to 80 inclusive (appointment and retirement of directors), 88 (proceedings of directors), 89 (quorum for transaction of business), 93 (written resolution of directors), 94 (conflict of interest), 95 (quorum disentitlement), 99 (secretary), 112 (notices) and 118 (indemnity).
2. The Company is a private limited company and, accordingly, no shares in or debentures of the Company shall be offered to the public (whether for cash or otherwise) and no allotment or agreement to allot (whether for cash or otherwise) shall be made of 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.

SHARES

3. The share capital of the Company is £100 divided into 100 Ordinary Shares of £1 each.
4. The directors may in their absolute discretion and without assigning any reason for their decision decline to register any transfer of any share whether or not it is a fully paid share.
5. Subject to the provisions of Chapter VII in Part V of the Act, the Company may:-
 - (a) issue any shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder of such shares; and/or
 - (b) purchase its own shares (including any redeemable shares); and/or
 - (c) make a payment in respect of the redemption or purchase under Sections 159 to 161 inclusive or Section 162 of the Act (as the case may be) of any of its shares otherwise than out of its distributable profits or the proceeds of a fresh issue of shares.

LIENS AND CALLS

6.
 - (a) The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) payable at a fixed time or called in respect of that share and the Company shall also have a first and paramount lien on all shares standing registered in the name of any member whether solely or one of two or more joint holders for all monies presently payable by him or his estate to the Company. The directors may at any time, either generally or in a particular case, declare any share to be wholly or in part exempt from the provisions of this Regulation 6(a). The Company's lien (if any) on a share shall extend to all distributions and other moneys or property attributable to that share.
 - (b) The liability of any member in default in respect of a call shall include expenses. At the end of the first sentence of Regulation 18 of Table A, the words "and all expenses that may have been incurred by the Company by reason of such non-payments" shall be inserted.

- (c) In Regulation 19 of Table A, the words "all distributions and other moneys or property attributable to it" shall be substituted for the words "all dividends or other moneys payable in respect of the forfeited shares".
- (d) The directors may, if they think fit, receive from any member all or any part of the amounts payable for the time being uncalled and unpaid on any of his shares.
- (e) The directors may decline to register the transfer of a share on which the Company has a lien.

NOTICE OF GENERAL MEETINGS

7. An annual general meeting and an extraordinary general meeting called for the passing of any special resolution shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen days' clear 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, by all the members entitled to attend and vote at such meeting; and
- (b) in the case of any other meeting, by the requisite majority being a majority in number of the members having a right to attend and vote and together holding not less than:-
 - (i) ninety-five per cent. in nominal value of the shares giving such right; or
 - (ii) whilst an elective resolution passed by the Company pursuant to Section 369(4) of the Act is effective, the relevant majority specified in such resolution or subsequently determined by the Company in general meeting in accordance with such resolution.

The notice shall specify:-

- (A) the time and place of the meeting;
- (B) the general nature of the business to be transacted at the meeting;
- (C) in the case of an annual general meeting, that the meeting is an annual general meeting; and

- (D) in the case of special business, the general nature of that special business to be transacted at the meeting.

All business shall be deemed special that is transacted at-

- (1) an extraordinary general meeting; and
- (2) 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.

Subject to the provisions of these Regulations and to any restrictions imposed on any shares, the notice of any general meeting shall be given to all the members and to the directors and auditors.

PROCEEDINGS AT GENERAL MEETINGS

8. Subject to any special rights or restrictions as to the voting attached to any shares by or in accordance with these Regulations or by or in accordance with the terms upon which any shares have been issued:-

- (a) on a show of hands, every member:-
 - (i) who (being an individual) is present in person; or
 - (ii) which (being a corporation) is present by a duly authorised representative;

shall have one vote; and

- (b) on a poll, every member:-
 - (i) who (being an individual) is present in person or by proxy; or
 - (ii) which (being a corporation) is present by a duly authorised representative or by proxy;

shall have one vote for every ordinary share of which he is the holder.

9. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

Except as provided otherwise in these Regulations and subject to the provisions of the Companies (Single Member Private Limited Companies) Regulations 1992 (SI 1992/ 1699), two members present in person or by proxy or (if a corporate member) by a duly authorised representative shall be a quorum. Regulation 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".

10. (a) A resolution in writing as is referred to in Section 381A of the Act signed by all the members who at the date of the resolution would be entitled to attend and vote at a general meeting of the Company shall (subject to compliance with Section 381B of the Act) be as effective for all purposes as a resolution duly passed at a general meeting of the Company duly convened and held and may consist of several documents in the like form each signed in accordance with the provisions of this Regulation 10 provided that:-
- (i) in the case of an individual entitled to attend and vote at a general meeting of the Company, such resolution may be signed by his duly authorised attorney; and
 - (ii) in the case of a corporation entitled to attend and vote at a general meeting of the Company, such resolution may be signed by its duly authorised attorney or by a person duly authorised to do so pursuant to a valid resolution of the directors or other governing body of such corporation.
- (b) The directors shall be entitled to accept that a resolution has been signed by a member if the directors receive a copy of the resolution bearing a facsimile of that member's signature and, if the directors do so accept, the resolution shall be effective for all purposes as having been signed by the member concerned.

DIRECTORS

11. Unless and until otherwise determined by the Company in general meeting, the number of directors (other than alternate directors) shall be a minimum of one but shall not be subject to any maximum. The quorum necessary for the transaction of the business of the directors shall be two, except where there is only a sole director in office in which case such sole director may act for all purposes and exercise all the powers of the Company. A person who holds office only as an alternate director shall, if he is present but his appointor is not, be counted in the quorum for the transaction of the business of the directors.

12. A member or members holding a majority in nominal value of the issued ordinary shares for the time being in the Company shall together have power from time to time and at any time to appoint any person or persons as director or directors, either as an additional director or directors or to fill any vacancy and to remove from office any director howsoever appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members making such appointment or removal (as the case may be) or, in the case of a member being a corporation, signed by one of its directors on its behalf, and shall take effect upon receipt (including by facsimile) at the registered office of the Company.
13. The Company in general meeting may appoint any person to be a director either to fill a casual vacancy or as an addition to the existing directors.
14. The directors shall have power at any time, and from time to time, to appoint any person to be a director, either to fill a casual vacancy or as an addition to the existing directors.
15. No person shall be disqualified from becoming a director by reason of his attaining or having attained the age of seventy or any other age; nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person; and no director shall vacate his office at any time by reason of the fact that he has attained the age of seventy or any other age.
16. The directors may exercise all and any of the powers of the Company to borrow money and/or to mortgage or charge its undertaking, property and/or uncalled capital (or any part of such undertaking, property and/or uncalled capital) and/or 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.
17. A director who declares his interest in the manner provided by the Act may vote as a director in regard to any contract or arrangement in which he is interested (including, but not limited to, any contract, arrangement, transaction or proposal concerning the purchase and/or maintenance of any insurance policy in which he is in any way interested) or upon any matter arising in relation to it and, if he shall so vote, his vote shall be counted and he shall be counted in the quorum when any such contract or arrangement is under consideration.
18. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as effective for all purposes as a resolution passed at a meeting of the directors or a committee of directors (as the case may be) duly convened and held and may consist of several documents in the like form each signed by one or more of

the directors. The directors shall be entitled to accept that a resolution has been signed by a director if:-

- (a) the directors receive a copy of the resolution bearing a facsimile of the relevant director's signature; or
- (b) it has been signed by a duly authorised representative for and on behalf of the relevant director; or
- (c) it has been signed by an alternate director validly appointed by the relevant director. If such a resolution is signed by an alternate director validly appointed by a director, it shall not be necessary for that director also to sign the resolution. If such a resolution is signed by a director who has appointed an alternate director, it shall not be necessary for his alternate director also to sign that resolution in that capacity;

and, if the directors do so accept, the resolution shall be effective for all purposes as having been signed by the relevant director.

- 19.
- (a) A director may at any time appoint any person to be his alternate director and may at any time remove any such alternate director. Any appointment or removal of an alternate director shall be in writing signed by or on behalf of the appointor and shall be addressed to the secretary of the Company and shall take effect upon receipt (including by facsimile) at the registered office of the Company.
 - (b) An alternate director shall cease to be an alternate director if his appointor ceases for any reason to be a director.
 - (c) An alternate director shall be entitled to receive notices of all meetings of the directors (subject to his giving to the Company a forwarding address at which such notices may be served on him) and to attend, speak and vote at any such meeting at which his appointer is not present and generally to perform all the functions of his appointor in his capacity as a director in the absence of such director. An alternate director shall not be entitled as such either to receive any remuneration from the Company or to appoint an alternate director.
 - (d) Every person acting as an alternate director shall be an officer of the Company and shall alone be responsible to the Company for his acts and defaults and he shall not be deemed to be the agent of or for his appointor.

20. (a) Subject to the provisions of these Regulations, the directors may regulate their proceedings as they think fit.
- (b) A director may, and the secretary at the request of any director shall, call a meeting of directors.
- (c) Questions arising at a meeting shall be decided by a majority of votes.
- (d) A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- (e) It shall be necessary to give notice of meetings to directors who are absent from the United Kingdom (provided that such directors have given to the Company a forwarding address) and despatch of notices pursuant to these Regulations to such addresses shall be deemed good and effective notice.
- (f) Directors or, if appropriate, their alternates may participate in or hold a meeting of directors or a committee of directors by means of conference telephone or similar communications equipment so that all persons participating in the meeting can hear each other. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be as effective for all purposes as that of a meeting of the directors or a committee of the directors (as the case may be) duly convened and held with such directors physically present.
- (g) In the case of an equality of votes, the chairman shall have a second or casting vote.
21. In Regulation 82 of Table A:-
- (a) the words "for their services as such" shall be inserted after the words "such remuneration"; and
- (b) the sentence: "A director who has ceased to hold office as such when the resolution is passed shall, unless it otherwise provides, be entitled to be paid the appropriate proportion of any remuneration voted to the directors for a period during all or any part of which he held office" shall be inserted at the end of that Regulation.
22. In the third sentence of Regulation 84 of Table A, the parenthesis "(unless the terms of his appointment otherwise provide)" shall be inserted after the words "shall terminate".

23. In the first line of Regulation 87 of Table A, the words "The directors on behalf of the company" shall be substituted for the words "The directors".

ASSOCIATE, DIVISIONAL OR REGIONAL DIRECTORS

24. (a) The directors shall have power from time to time to designate any person or persons in the employment of the Company not being directors as associate directors or divisional directors or regional directors of the Company and also at any time to revoke such designation as regards any person so appointed.
- (b) The designation of a person as an associate director or divisional director or regional director shall not confer upon him the status of a director or entitle him to vote at meetings of the directors or to attend such meetings unless specifically invited to attend. None of the provisions of these Regulations or of the Act concerning directors shall apply to an associate director or divisional director or regional director.
- (c) A person designated as an associate director or divisional director or regional director shall not, unless the directors otherwise determine, be entitled to any additional remuneration on that account and the terms of any service agreement between the Company and such a person shall in no way be affected by his designation as an associate director or divisional director or regional director (as the case may be) or by the revocation of such designation. He shall be entitled to be described as an associate director or divisional director or regional director of the Company (as the case may be) only so long as he shall continue to be so designated.

SECRETARY

25. Subject to the provisions of Section 286 of the Act, the secretary of the Company shall be appointed by the directors for such term, at such remuneration and upon such conditions as they think fit. Any secretary so appointed may be removed by the directors. The provisions of Sections 283 and 284 of the Act shall be observed.

NOTICES

26. The Company shall give notice to each member of the Company by sending it by post in a prepaid envelope addressed to the member at his registered address. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding and each and every notice so given shall be sufficient notice to such joint holders.

WINDING UP

27. In the first sentence of Regulation 117 of Table A, the words ", with like sanction," shall be inserted between the words "and" and "determine".

INDEMNITY

28. Subject to the provisions of the Act, but without prejudice to any indemnity to which he 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 any liability incurred by him either:-
- (a) in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted; or
 - (b) in connection with any application under Section 144(3) or (4) or Section 727 of the Act 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.
29. Subject to the provisions of the Act, the directors shall have power to purchase and maintain insurance for the benefit of any person who is or was a director or other officer of the Company (other than any auditor of the Company) or of any other company which is its holding company or in which the Company or such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the Company or of any subsidiary undertaking of the Company or of any such other company including (but without prejudice to the generality of the preceding words) insurance indemnifying such persons against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may lawfully be insured against. In this Article 29, the expressions "holding company" and "subsidiary undertaking" shall have the meanings respectively ascribed to them by the Act (as amended).