

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 4701198

The Registrar of Companies for England and Wales hereby certifies that
BEXLEY BUSINESS ACADEMY EDUCATION SERVICES LIMITED
is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, London, the 18th March 2003



N04701198H



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

CHALFEN

12

Please complete in typescript,
or in bold black capitals
CHFP081

Declaration on application for registration

4701198

Company Name in full

Bexley Business Academy
Education Services Limited

I,

Alan Rutland on behalf of Chalfen Nominees Limited

of

2nd Floor, 93a Rivington Street, London EC2A 3AY

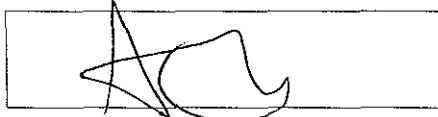
† Please delete as appropriate

Ru

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company] [person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985]† and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature



Declared at

2nd Floor, 93a Rivington Street, London EC2A 3AY

Day Month Year

On

1	8	0	3	2	0	0	3
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† Please print name

before me †

R.G. Murphy

Signed



Date

18/03/2003

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address,
telephone number and, if available,
a DX number and Exchange of the
person Companies House should
contact if there is any query.

LD1
COMPANIES HOUSE0056
18/03/03

Form revised June 1998

JEFF WHELAN

CHALFEN SERVICES LIMITED @ The London Counter

Tel

DX number

DX exchange

When you have completed and signed the form please send it to the
Registrar of Companies at:
Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales or
Companies House, 37 Castle Terrace, Edinburgh EH1 2EB
for companies registered in Scotland DX 235 Edinburgh

CHALFEN

10

Please complete in typescript,
or in bold black capitals
CHFP081

First directors and secretary and intended situation of
registered office

Notes for completion appear on final page

4701198

Company Name in full

BEXLEY BUSINESS ACADEMY EDUCATION SERVICES LIMITED

Proposed Registered Office
(PO Box numbers only, are not acceptable)

7th FLOOR

90 HIGH HOLBORN

Post town

LONDON

County / Region

Postcode

WC1V 6XX

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address.

X

Agent's Name

CHALFEN SERVICES LIMITED

Address

2nd FLOOR

93A RIVINGTON STREET

Post town

LONDON

County / Region

Postcode

EC2A 3AY

Number of continuation sheets attached

You do not have to give any contact
information in the box opposite but if you do,
it will help Companies House to contact
you if there is a query on the form. The
Contact information that you give will be visible
to searchers of the public record

CHALFEN SERVICES LIMITED

COLLECT AT THE LONDON COUNTER

Tel

DX number

DX exchange



LD1
COMPANIES HOUSE

0055
18/03/03

Form April 2002

When you have completed and signed the form please send it to the
Registrar of Companies at:
Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales or
Companies House, 37 Castle Terrace, Edinburgh EH1 2EB
for companies registered in Scotland DX 235 Edinburgh

Company Secretary (see notes 1-5)

Company name

NAME

*Style / Title

*Honours etc

*Voluntary details

Forename(s)

Surname

CHALFEN SECRETARIES LIMITED

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address, in the case of a

corporation or Scottish firm, give the registered or principal office address.

Address ††

2nd FLOOR, 93A RIVINGTON STREET

Post town

LONDON

County / Region

Postcode

EC2A 3AY

Country

I consent to act as secretary of the company named on page 1

Consent signature

Date

18TH March 2003

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME

* Style / Title

*Honours etc

Forename(s)

Surname

CHALFEN NOMINEES LIMITED

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985, otherwise, give your usual residential address. In case of a corporation or Scottish firm, give the registered or principal office address

†† **Address**

2nd FLOOR, 93A RIVINGTON STREET

Post town

LONDON

County / Region

Postcode

EC2A 3AY

Country

Day Month Year

Date of Birth

Nationality

Business occupation

LIMITED COMPANY

Other directorships

NONE

I consent to act as director of the Company named on page 1

Consent signature

Date

18th March 2003

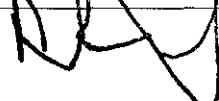
Directors (continued) (see notes 1-5)
Please list directors in alphabetical order

NAME	* Style / Title	<input type="text"/>	*Honours etc	<input type="text"/>						
*Voluntary details										
	Forename(s)	<input type="text"/>								
	Surname	<input type="text"/>								
	Previous surname(s)	<input type="text"/>								
	Address	<input type="text"/>								
<small>† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered office or principal address</small>	<input type="checkbox"/>	<input type="text"/>								
	Post town	<input type="text"/>								
	County / Region	<input type="text"/>	Postcode	<input type="text"/>						
	Country	<input type="text"/>								
	Date of Birth	<table border="1"><tr><td>Day</td><td>Month</td><td>Year</td></tr><tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr></table>	Day	Month	Year	<input type="text"/>	<input type="text"/>	<input type="text"/>	Nationality	<input type="text"/>
Day	Month	Year								
<input type="text"/>	<input type="text"/>	<input type="text"/>								
	Business occupation	<input type="text"/>								
	Other directorships	<input type="text"/>								
I consent to act as director of the Company named on page 1										
	Consent signature	<input type="text"/>	Date	<input type="text"/>						

This section must be signed by
Either

**an agent on behalf
of all subscribers**

Signed



Date

18th March 2003

or the subscribers

Signed

Date

**(i.e those who signed
as members on the
memorandum of
association).**

Signed

Date

Signed

Date

004775

MEMORANDUM OF ASSOCIATION

OF BEXLEY BUSINESS ACADEMY EDUCATION SERVICES LIMITED



1. The name of the Company is Bexley Business Academy Education Services Limited
2. The registered office of the Company will be situated in England and Wales.
3. The objects for which the Company is established are:-
 - (A) (i) To carry on the business of education services.
 - (ii) To carry on business as a general commercial company.
 - (B) To carry on any other business which may in the opinion of the directors of the Company be capable of being conveniently carried on in connection with any business which the Company is authorised to carry on or which may seem capable of being directly or indirectly to the benefit of the Company.
 - (C) To purchase or otherwise acquire all or any part of the business, property and other assets and liabilities of any company, partnership, unincorporated association or person or establish or promote any company which may be expedient for any of the purposes of the Company or carrying on any business which the Company is authorised to carry on, and upon any terms and for any consideration, and to conduct and carry on, or liquidate and wind up, any such business.
 - (D) To enter into partnership with or into any joint venture with or any arrangement involving sharing of profits, union of interests, reciprocal concessions or any other form of co-operation with any person or company carrying on or about to carry on or be engaged in any business or transaction which the Company is authorised to carry on, upon any terms and for any consideration.
 - (E) To take part in the formation or management or control of the business of any company, firm, partnership or person, on such terms and with such provision for the remuneration of persons involved with or connected with such business as the Company may think fit.
 - (F) To establish, promote, control or otherwise assist any company or companies for the purpose of acquiring any of the property of the Company or furthering any of the objects of the Company.
 - (G) To take or otherwise acquire, hold, sell or otherwise deal with any shares, securities or obligations of any company, whether constituted or carrying on business within or outside the United Kingdom, and other securities of any kind and in any part of the world, and to issue or guarantee the issue of, or the payment of interest on, any such shares or securities, and to pay or provide for brokerage, commission and underwriting in respect of any such issue.
 - (H) To purchase, take on lease or in exchange, or otherwise acquire for the purpose of the Company, any real or personal property which to the Company may seem suitable or convenient for any purposes of its business.
 - (I) To purchase or otherwise acquire, erect, maintain, reconstruct and adapt any offices, workshops, mills, plant, machinery and other things found necessary or convenient for the purposes of the Company.
 - (J) To apply for and take out, purchase or otherwise acquire any designs, trade marks, patents, patent rights or inventions, copyright, secret processes, licenses, or any like rights which may be useful for the purposes of any of the Company's businesses or which may be directly or indirectly to the benefit of the Company, and to use, exercise, develop, grant licenses in respect of or otherwise deal with the rights and information so acquired.
 - (K) To manufacture, buy, sell, hire, repair, improve and generally deal in all materials, machinery, tools, goods or articles of any kind which may be required or used in connection with any of the businesses of the Company.

(L) To sell, let on lease or otherwise dispose of or grant rights over the business, undertakings and real and personal property of the Company on such terms as the Company shall determine.

(M) To accept shares (fully or partly paid-up), stocks, the debentures, mortgage debentures or any other securities of any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company, and to hold, sell or otherwise deal or dispose of any shares, stock or securities so acquired.

(N) To draw, make, accept, endorse, discount, issue or execute any bills of exchange, cheques, promissory notes and other negotiable or transferable instruments.

(O) To borrow, raise money or secure obligations and enter into any guarantee, contract or indemnity or suretyship whether by personal covenant or otherwise in respect of the obligations of any kind of the Company or any other company, firm, authority or person, wherever the same may be situate, and including without prejudice to the generality of the foregoing any company which is for the time being in relation to the Company a holding company or subsidiary of any such holding company (within the meaning of the Act) and for any of such purposes to issue debentures, debenture stock, bonds, mortgages or any securities, founded or based upon all or any of the property and rights of the Company, including its uncalled capital, or without any such security, and upon such terms as to priority or otherwise, as the Company shall think fit.

(P) To receive money on deposit, with or without allowance for interest.

(Q) To advance and lend money (with or without security) to such persons and on such terms as may be thought proper.

(R) To invest the monies of the Company not immediately required in such manner as from time to time may be determined by the Company.

(S) To provide for the welfare of persons in the employment of the Company or formerly in the employment of the Company or its predecessors in business or any subsidiary or associated company of the Company, and the wives, widows and families and dependants of such persons, by grants of money, donations, gratuities, pensions or other payments, and to establish and maintain or procure the establishment of any non-contributory or contributory pension, provident or superannuation funds, or any other trusts, funds and schemes with a view to providing for the payments aforesaid.

(T) To subscribe or otherwise contribute to or help any charitable, benevolent or useful object of a public character including (without prejudice to the generality of the foregoing) objects promoted by any educational, scientific or religious institution or trade society, whether or not such objects be connected with the business of the Company, and to institute or maintain any club or establishment.

(U) To amalgamate with any other company.

(V) To distribute in specie or otherwise as may be resolved any assets of the Company among its members including (without prejudice to the generality of the foregoing) the shares, debentures or securities of any other company formed to take over the whole or any part of the assets or liabilities of the Company, but so that if such distribution would result in a reduction in the capital of the Company, the same does not take place without first obtaining the sanction (if any) required by law.

(W) To do all or any of the matters hereby authorised in any part of the world either alone or in conjunction with, or as factors, trustees or agents for, any other companies or persons, or by or through any factors, trustees or agents.

(X) To do all such things as the Company may deem incidental or conducive to the attainment of any of the above objects of the Company.

In construing the objects set forth in the sub-clauses hereinbefore set out, the widest interpretation shall be given and they shall in no way be limited by reference to the objects set out or the wording employed in any other sub-clause or by the name of the Company, and none of the objects or powers specified in any sub-clause shall be deemed to be subsidiary or ancillary to the objects and powers specified in any other sub-clause.

4. The liability of the members is limited.

5. The share capital of the Company is £1,000 divided into 1,000 shares of £1.00 each.

I, the subscriber to this Memorandum of Association, wish to be formed into a company, in pursuance of the Memorandum of Association, and I agree to take the number of shares shown opposite my name.

Name and address of subscriber.

CHALFEN NOMINEES LIMITED
2ND FLOOR
93A RIVINGTON STREET
LONDON EC2A 3AY

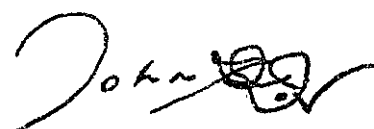
ONE

A stylized handwritten signature, possibly reading 'ALF', in black ink.

Dated 18th March 2003

Witness to the above signatures:-

JOHN PURDON
2ND FLOOR
93A RIVINGTON STREET
LONDON EC2A 3AY

A handwritten signature in black ink, appearing to read 'John' followed by a stylized flourish.

ARTICLES OF ASSOCIATION

OF BEXLEY BUSINESS ACADEMY EDUCATION SERVICES LIMITED

PRELIMINARY

1. (a) The regulations constituting Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 ("Table A") shall apply to the Company except in so far as they are excluded or varied by these Articles.

(b) Expressions defined in Regulation 1 of Table A shall where the context admits bear in these Articles the meanings so defined.

SHARE CAPITAL

2. (a) The shares of the Company for the time being unissued, whether forming part of its original capital or not, shall be at the disposal of the directors, who may at their discretion for a period of five years from the date of the incorporation of the Company and afterwards with the previous sanction of an ordinary resolution (in accordance with Section 80 of the Act), allot, grant options over or otherwise dispose of them to such persons, at such times and on such terms as they shall think proper, but so that the nominal amount of the issued equity share capital shall not exceed the authorised share capital of the Company.

(b) The directors may allot shares notwithstanding that the authority under Regulation 2 (a) has expired if they are allotted in pursuance of an offer or agreement made by the Company before the authority expired.

(c) The provisions of Section 89(1) and Section 90(1) to (6) of the Act shall not apply to the Company, in accordance with the exemption provided by Section 91(1) of the Act. The following provisions shall apply where the Company is proposing to allot unissued shares:
 - (i) The Company shall offer to allot to each person holding shares in the Company a proportion of the shares to be allotted which is as nearly as practicable equal to the proportion in nominal value held by him of the existing issued and allotted shares in the Company.
 - (ii) The Company shall make such offer in writing to the holder of the shares either personally or by sending it by pre-paid post to him or to his registered address or if he has no registered address in the United Kingdom to the address in the United Kingdom supplied by him to the Company for the giving of a notice to him. Where shares are held jointly by two or more persons, the offer may be made to the joint holder first named in the register of members in respect of the shares.
 - (iii) The notice shall specify the number of shares to be offered and shall specify a period (being not less than fourteen days) within which the offer, if not accepted, will lapse and determine.
 - (iv) If the offer is declined by the offeree or if the offer is not accepted within the period for which the offer is stated in the notice to be held open, the directors may allot, grant options over or otherwise dispose of the shares so offered on such terms and to such persons as they may think proper. If for any reason the directors are of the view that there is a difficulty in apportioning any shares to be allotted, the directors shall have the same powers in respect of such shares as they have in respect of shares which an offeree has declined to accept.
- (d) Subject to the provisions of the Act, shares may with the sanction of an ordinary resolution be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the holder on such terms and in such manner as the Company may by special resolution determine, provided that no redeemable shares may be issued if at the time there are no issued shares of the Company which are not redeemable.
- (e) Subject to the provisions of the Act, the Company may purchase its own shares.
- (f) Shares certificates shall not be required to bear the impression of the Company seal, and Regulation 6 of Table A shall be amended accordingly.

LIEN AND FORFEITURE

3. (a) The lien conferred by Regulation 8 of Table A shall attach to fully paid as well as to partly paid shares, and to all shares registered in the name (whether as sole or joint holder) of any person indebted or under liability to the Company. The directors may declare any shares to be wholly or partially exempt from the provisions of this regulation or Regulation 8 of Table A.
- (b) In Regulation 8 of Table A there shall be substituted for the words "any amount payable in respect of it" the words "all distributions and other monies or property attributable to it"; and the same words shall be substituted in Regulation 19 for the words "all dividends or other monies payable in respect of the forfeited shares".

TRANSFER OF SHARES

4. (a) Before transferring or agreeing to transfer any share or any interest therein the person proposing to transfer the same ("the proposing transferor") shall be obliged to give notice in writing ("the transfer notice") to the directors that the proposing transferor desires to transfer such share.
- (b) The transfer notice shall specify the number of shares which the proposing transferor wishes to transfer ("the transfer shares") and the price at which the proposing transferor wishes to sell the transfer shares.
- (c) The transfer notice shall constitute the directors as the agents of the proposing transferor empowered to sell the transfer shares or any part thereof together with all the rights attaching thereto at the date of the transfer notice or at any time thereafter at the transfer price (as hereinafter defined) on the terms of this regulation.
- (d) The transfer shares shall be offered for purchase at the transfer price. The transfer price shall be such price as may be agreed between the proposing transferor and the directors, and in the absence of such agreement within 21 days of the date of the transfer notice, the transfer price shall be determined by the auditors for the time being of the Company or (if the proposing transferor shall so require) by some other chartered accountant to be nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales. In fixing the transfer price, the auditor or chartered accountant as the case may be ("the expert") shall act as an expert and not as an arbitrator and his written determination shall be final and binding on the members.
- (e) The expert will certify the open market value of the transfer shares as at the date of the transfer notice on the following assumptions and bases:
- (i) valuing the transfer shares as on an arm's length sale between a willing vendor and a willing purchaser;
 - (ii) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - (iii) that the transfer shares are capable of being transferred without restriction;
 - (iv) taking full account of the rights and other restrictions attached to the transfer shares including whether the transfer shares do or do not (taken as a whole) confer any right of control of the Company.

The transfer price shall be a sum equal to the open market value of the transfer shares determined as aforesaid divided by the number of transfer shares. The Company will use its best endeavours to procure that the expert determines the transfer price within 21 days of being requested so to do.

- (f) In the event that the transfer price is determined by the expert, the proposing transferor shall have the option within 14 days of such determination to revoke the transfer notice by giving notice in writing to the directors. In the event that the proposing transferor revokes the transfer notice, the costs of the expert shall be borne by the proposing transferor. If no revocation takes place, the costs of the expert shall be borne by the Company.
- (g) The transfer shares shall be offered for purchase at the transfer price by the directors not less than 14 days nor later than 21 days after the fixing of the transfer price (whether fixed by agreement or by the expert) in the first instance to those members who at the date of the offer are registered as holders of shares in the Company. The said offer shall be expressed to be open for 21 days and the members shall be invited to tender any acceptance in writing to the Company specifying the number of shares he wishes to purchase.

(h) If, upon the expiration of the said 21 day period, the number of shares sought in total by the applicant members exceeds the number of the transfer shares, the transfer shares shall be allocated to such applicants in proportion (as nearly as may be without involving fractions or selling any member a greater number of transfer shares than the maximum number applied for by him) to the number of shares then held by them respectively. If any of the transfer shares shall not be capable of being allocated as aforesaid without involving fractions, the same shall be offered amongst the acceptors or some of them in such proportions as may be determined by lots drawn in respect thereof and the lots shall be drawn in such manner as the directors may think fit.

(i) Upon determining the allocation of the transfer shares to the applicant members, the directors shall forthwith give notice of such allocation to the members to whom the transfer shares have been allocated and to the proposing transferor. The notice shall specify the time and place (being not less than 14 days and not more than 28 days after the date of the said notice) at which the completion of the sale of the transfer shares so allocated shall take place.

(j) The proposing transferor shall be bound upon payment of the purchase price due in respect of thereof to transfer to each member to whom transfer shares have been allocated the relevant number of transfer shares at the time and place specified in the said allocation notice. If the proposing transferor fails to transfer shares which he has become so bound to transfer, the Company may receive the purchase price on his behalf (the receipt of which by the Company shall be good discharge to the member purchasing such shares) and shall hold the same on trust for the proposing transferor and the Company may then authorise some person to execute a transfer on his behalf.

(k) To the extent that the transfer shares are not allocated to the members under the provisions of this regulation, the proposing transferor shall be entitled to transfer the said shares or any part thereof to any person at a price not less than the transfer price provided that such transfer takes place within 7 months of the date of determination of the transfer price.

(l) The personal representatives of any deceased member shall, if called upon by the directors to do so within 12 months of the death of a deceased member, give a transfer notice in respect of all the shares registered in the name of the deceased member at the date of his death. In the event that the personal representatives fail to give such transfer notice within 28 days of being requested by the directors so to do, the personal representatives shall be deemed to have given a transfer notice at the expiration of the said 28 days in respect of all the shares registered in the name of the deceased member at the date of his death and the provisions of Regulations 4(c) to 4(l) hereof shall have effect accordingly.

(m) If any member is adjudicated bankrupt, his trustee in bankruptcy shall within 28 days of the date of such adjudication give a transfer notice in respect of all the shares registered in the name of the bankrupt member at the date of such adjudication. If no such transfer notice is given within the said 28 day period, the trustee in bankruptcy shall be deemed to have given a transfer notice at the expiration of the said 28 days in respect of all the shares registered in the name of the bankrupt member at the date of his adjudication and the provisions of Regulations 4(c) to 4(l) hereof shall have effect accordingly.

(n) The directors may in their absolute discretion and without giving any reason decline to register any transfer of shares.

PROCEEDINGS AT GENERAL MEETINGS

5. (a) Every notice convening a General Meeting shall state that a member entitled to attend and vote thereat may appoint a proxy.

(b) In Regulation 54 of Table A there shall be inserted after the second occurrence of the words "every member" the words "present in person or by proxy".

(c) In Regulation 62 of Table A there shall be substituted for the first occurrence of the words "not less than 48 hours before" the words "at any time before".

APPOINTMENT AND RETIREMENT OF DIRECTORS

6. (a) Regulations 73 to 78 inclusive and the second sentence of Regulation 79 of Table A shall not apply to the Company.

(b) In the second sentence of Regulation 79 of Table A, the words following "annual general meeting" shall be omitted.

(c) 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.

PROCEEDINGS OF DIRECTORS

7.
 - (a) Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to a maximum but shall not be less than one. The first directors of the Company shall be the persons named in the statement delivered under Section 10 of the Act.
 - (b) A director who is interested in any transaction or arrangement either with the Company or in which the Company is interested shall be entitled to vote on any such transaction or arrangement at a meeting of the board of directors of the Company providing that he has complied with the disclosure requirements provided by Regulations 85 and 86 of Table A.
 - (c) In Regulation 87 there shall be inserted after the first occurrence of the words "The directors" the words "on behalf of the Company".
 - (d) In Regulation 89 of Table A there shall be substituted for the word "two" the word "one".

Name and address of subscriber.

CHALFEN NOMINEES LIMITED
2ND FLOOR
93A RIVINGTON STREET
LONDON EC2A 3AY



Dated 18th March 2003

Witness to the above signatures:-

JOHN PURDON
2ND FLOOR
93A RIVINGTON STREET
LONDON EC2A 3AY

