

Company No: 04938172

**PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS**

**of
Jafa North East UK Limited
(the "Company")**

1 April 2008

TUESDAY



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Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that resolutions 1 to 11 below are passed as special resolutions

SPECIAL RESOLUTIONS

- 1 That the Company be authorised to enter into an accession letter (the Facility Agreement Accession Letter) to a facility agreement originally dated 15 February 2006 made between, among others, (1) Anglo Irish Bank Corporation plc (Anglo) acting in its capacity as Arranger, Agent and Lender (each as defined therein), (2) Acorn Care and Education Limited (as Borrower) and (3) members of group of companies to which Acorn Care and Education Limited is a parent (as Original Guarantors) (the Facility Agreement as varied, assigned, transferred, modified, amended, novated, supplemented, extended, restated and/or replaced in any manner from time to time (even if changes are made to the composition of the parties to such document or to the composition of the facilities under such document)).
- 2 That the Company be authorised to enter into a debenture to be entered into between, amongst others, (1) the Company, and (2) Anglo (acting in its capacity as Agent) pursuant to which the Company will grant legal mortgages together with fixed and floating charges over the whole of its property, assets and undertaking to Anglo to secure all present and future obligations and liabilities (whether actual or contingent and whether jointly or severally or in any other capacity whatsoever) of each Obligor to Anglo in accordance with the terms contained therein (the Debenture as assigned, transferred, modified, altered, varied, supplemented, replaced, novated and/or restated in any manner from time to time (even if changes are made to the composition of the parties to such document or to the composition of the terms of such document)).

- 3 That the Company be authorised to enter into an accession letter (the Subordination Deed No 1 Accession Letter) to the subordination deed dated 15 February 2006 between, amongst others, (1) the Company, (2) the other members of the Group (as defined in the Facility Agreement), (3) Acorn, (4) Anglo (acting in its capacity as Agent), and (5) certain investors in Acorn, in respect of certain loan notes that have been issued to shareholders and investors of Acorn (the Subordination Deed No 1 as assigned, transferred, modified, altered, varied, supplemented, replaced, novated and/or restated in any manner from time to time (even if changes are made to the composition of the parties to such document or to the composition of the terms of such document))
- 4 That the Company be authorised to enter into an accession letter (the Subordination Deed No.2 Accession Letter) to the subordination deed dated 21 April 2006 between, amongst others, (1) the Company, (2) the other members of the Group (as defined in the Facility Agreement), (3) Acorn, (4) Anglo (acting in its capacity as Agent), and (5) certain investors in Acorn, in respect of certain loan notes that have been issued to shareholders and investors of Acorn (the Subordination Deed No.2 as assigned, transferred, modified, altered, varied, supplemented, replaced, novated and/or restated in any manner from time to time (even if changes are made to the composition of the parties to such document or to the composition of the terms of such document))
- 5 That the Company be authorised to enter into an accession letter (the Intra-Group Loan Agreement Accession Letter) to an intercompany loan agreement dated 15 February 2006 between, amongst others, (1) the Company and (2) Acorn pursuant to which the Company will make an intercompany loan of up to £10,000,000 to Acorn at an interest rate of 0% or such other rate as may be agreed from time to time between the Company and Acorn, such loan to be repayable on the date falling twenty years from the date of the intercompany loan agreement (the Intra-Group Loan Agreement as assigned, transferred, modified, altered, varied, supplemented, replaced, novated and/or restated in any manner from time to time (even if changes are made to the composition of the parties to such document or to the composition of the terms of such document))).
- 6 That the terms of and the transactions contemplated by the Facility Agreement Accession Letter, the Debenture, the Subordination Deed No.1 Accession Letter, the Subordination Deed No.2 Accession Letter and the Intra-Group Loan





Agreement Accession Letter (the Documents) to which the Company is a party, be and are hereby approved and the Company be authorised to enter into the Documents

- 7 That the Company be authorised to give the financial assistance described in the statutory declarations sworn by the directors of the Company and appended hereto
- 8 That the articles of association of the Company attached hereto and initialled, for identification purposes only, by the chairman be and are hereby adopted as the new articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company.
- 9 That notwithstanding any provisions of the memorandum and articles of association of the Company the Documents be entered into notwithstanding that obligations contained therein constitute financial assistance within Section 151 of the Companies Act 1985 (the Act) and that subject to the procedures set out in Sections 155-158 of the Act being followed the giving of such financial assistance by the Company be and hereby are approved
- 10 That any act done or document executed pursuant to any of the foregoing paragraphs of this resolution shall be valid, effective and binding upon the Company notwithstanding any limitation on the borrowing or other powers of the directors of the Company contained in or incorporated by reference in the Company's Articles of Association (any such limitation being hereby suspended, waived, relaxed, or abrogated to the extent requisite to give effect to the foregoing resolutions)
- 11 That notwithstanding any personal interest, the board of directors of the Company be and is hereby specifically authorised, empowered and directed in the name of and on behalf of the Company to:
 - 11.1 execute and deliver each of the Documents in the form produced to the meeting, or with such amendments as they shall in their discretion approve; and
 - 11.2 enter into such documentation and to take such action as may be required in order to carry out the matters referred to above

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to any of the resolutions

The undersigned, being persons entitled to vote on the above resolutions on the circulation date (that is the first date on which copies of the resolutions are sent to members), hereby irrevocably agree to the passing of all of the resolutions above

Janis Mary Anderson		Date	1 April 2008
Paul Anderson		Date	1 April 2008
Angela Carter		Date	1 April 2008
Paul Carter		Date	1 April 2008

NOTES:

- 1 Please sign and date this document and return it to the Company using one of the following methods:
 - By Hand delivering the signed copy to David Johnson of Fostering Solutions Limited c/o 1 Fleet Place, London EC4M 7WS;
 - Fax faxing the signed copy to 0207 246 7777 marked "For the attention of Matthew Tinger"
- 2 If there are no resolutions you agree with, you do not need to do anything: you will not be deemed to agree if you fail to reply

- 3 Once you have indicated your agreement to a resolution, you may not revoke your agreement.
- 4 If insufficient agreement has been received for a resolution to be passed by the requisite majority at the end of the period of 28 days beginning with the circulation date, such resolution will lapse. If you agree to all or any of the resolutions, please ensure that your agreement reaches us before or during this date.
- 5 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
- 6 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

Company number 04938172

JAFa NORTH-EAST UK LIMITED

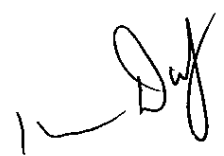
ARTICLES OF ASSOCIATION

adopted on 01 April 2008

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INDEX

Article	Description	Page
1	Definitions and interpretation	1
2	Authorised share capital.....	2
3	Issue of shares	2
4	Transfer of shares	2
5	Proceedings at general meetings.....	3
6	Electronic communications	4
7	Directors	4
8	Indemnity	5
9	Insurance.....	6
10	General.	6



PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
Jafa NORTH-EAST UK LIMITED

1 Definitions and interpretation

- 1.1 In these Articles the following words and expressions have the following meanings unless the context otherwise requires:

"Business Day"

a day other than a Saturday or Sunday or public holiday in England and Wales;

"CA1985"

the Companies Act 1985,

"CA2006"

the Companies Act 2006;

"Director"

a duly appointed director of the Company from time to time and **"Directors"** shall be construed accordingly;

"Member"

a registered holder of an issued Share from time to time and **"Members"** shall be construed accordingly;

"Share"

an ordinary share of £[1] in the capital of the Company and **"Shares"** shall be construed accordingly; and

"Table A"

Table A in the Companies (Tables A to F) Regulations 1985, as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 and 2007 and the Companies (Tables A to F) (Amendment) (No.2) Regulations 2007

- 1.2 These Articles and the regulations of Table A (subject to any modifications set out in these Articles) shall constitute all the articles of association of the Company.

- 1.3 In these Articles a reference to:

1.3.1 a statutory provision includes a reference to the statutory provision as replaced, modified or re-enacted from time to time before or after the date of these Articles and any subordinate legislation made under the statutory provision before or after the date of these Articles. In particular (without prejudice to the generality of the foregoing) a reference to a section of CA1985 shall include a reference to any section of CA2006 which replaces, modifies or re-enacts that section of CA1985 at any time after the date of these Articles with effect from the date such section of CA2006 comes into force,

1.3.2 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists); and

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1 3.3 these Articles is to these Articles of Association, and a reference to an article is to an article of these Articles, in each case as amended from time to time in accordance with the terms of these Articles, CA1985 and CA2006

1 4 The contents table and headings in these Articles are for convenience only and do not affect their interpretation

1 5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.

1.6 The Contracts (Rights of Third Parties) Act 1999 shall not apply to any rights under these Articles.

2 **Authorised share capital**

At the date of adoption of these Articles the authorised share capital of the Company is £50,000 divided into 50,000 Shares.

3 **Issue of shares**

3.1 All unissued Shares from time to time shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think fit in their absolute discretion, provided that no Share shall be issued at a discount.

3.2 Section 89(1) and sub-sections (1) to (6) of section 90 CA1985 shall not apply to the Company.

3.3 Save as provided to the contrary by these Articles, the Directors are generally and unconditionally authorised for the purposes of section 80 CA1985 to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital of the Company from time to time at any time or times during the period of five years from the date of the adoption of these Articles and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said section 80) be renewed, revoked or varied by ordinary resolution of the Company in general meeting.

3 4 Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions be applicable), the Company is generally and unconditionally authorised 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 152(2) of the Act

4 **Transfer of shares**

4.1 Shares may be transferred by transfer in writing in usual common form or in any other form approved by the Directors. The instrument of transfer shall be signed by or on behalf of the transferor(s) and, when the share is not fully paid, shall also be signed by the transferee(s)

4.2 The Directors may, in their absolute discretion and without assigning any reason therefore, refuse to register any transfer of Shares Regulation 24 of Table A shall not apply to the Company.

4 3 Notwithstanding anything contained in these Articles, the Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof where such transfer

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- 4 3 1 is to any bank or institution to which such shares have been charged by way of security, or to any nominee of such a bank or institution (a "**Secured Institution**"); or
- 4.3.2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or
- 4 3.3 is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer aforesaid to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not.

5 **Proceedings at general meetings**

- 5.1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Save where the Company has only one Member, two "qualifying persons" (as defined in section 318(3) CA2006) shall be a quorum. For so long as the Company has only one Member, one such "qualifying person" shall be a quorum. Regulation 40 of Table A shall not apply to the Company

- 5 2 Regulation 41 of Table A shall be amended by the addition of the following words at the end of that regulation:

"If within half an hour of the time appointed for the holding of an adjourned meeting a quorum is not present, the Member(s) present (either in person, by proxy or by an authorised representative of a company) shall constitute a quorum".

- 5.3 A poll may be demanded at any general meeting by

- 5 3 1 the chairman, or

- 5.3.2 by any Member present (in person, by proxy or by an authorised representative of a company) and entitled to vote on the relevant resolution.

Regulation 46 of Table A shall be modified accordingly.

- 5 4 Unless the Directors otherwise determine, no Member shall vote at any general meeting of the Company, or at any separate meeting of the holders of any class of shares in the Company (either in person, by proxy or by a duly authorised corporate representative) in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid. Regulation 57 of Table A shall not apply to the Company.

- ~~5:5~~ The Company shall not be required to give notice of a general meeting to a Director (in his capacity as a Director). Regulation 38 of Table A shall be modified accordingly

- 5 6 Notwithstanding any of the provisions in these Articles whether expressly or impliedly contradictory to the provisions of this Article 5 (to the effect that any provision contained in this Article 5 shall override any other provision of these Articles), any lien on Shares which the Company may have shall not apply in respect of any shares which have been charged by way of security in favour of any Secured Institution

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6 **Electronic communications**

The Company may, subject to and in accordance with the provisions of CA2006, serve any notice on, or send or supply any other documents or information to, its Members or any other person by any electronic means, including by making them available on a website.

7 **Directors**

7.1 Unless and until determined otherwise by general meeting of the Company the minimum number of directors shall be one and there shall be no maximum number of Directors Regulation 64 in Table A shall be modified accordingly.

7.2 Whenever the number of Directors shall be one, the sole Director may exercise all the powers and authorities vested in the Directors by Table A and by these Articles and any provisions of these Articles or Table A shall apply with any necessary modification.

7.3 Without prejudice to the first sentence of regulation 89 of Table A, a meeting of the Directors or of a committee of the Directors may consist of a conference between Directors who are not all in one place, but of whom each is able (directly or by telephonic communication) to speak to each of the others, and to be heard by each of the others, simultaneously, and the word "meeting" in these Articles and Table A shall be construed accordingly. Any such meeting shall be deemed to take place at the location of the Chairman or, if a Chairman has not been appointed, the location where the majority of the Directors are present or at such other place as the Directors may agree.

7.4 A resolution in writing signed (or approved in electronic form) by all the Directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Director, but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity Regulation 93 of Table A shall not apply to the Company.

7.5 Without prejudice to the provisions of section 317 CA1985, a director may vote at, and be counted in the quorum of, a meeting of Directors, or of a committee of Directors, on any resolution concerning a matter in which he (or any person connected with him by virtue of section 252 CA2006) has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company, provided that he has disclosed to the Directors the nature of that interest or duty Regulations 94 to 98 of Table A shall not apply to the Company.

7.6 Save where the company has a sole Director, the quorum for all meetings of the Directors shall be two Directors, present either in person or by a duly appointed alternate Regulation 89 of Table A shall not apply to the Company.

7.7 In the case of an equality of votes on any matter considered by the Directors, the chairman of the Directors shall be entitled to a casting vote

7.8 The holder(s) of more than 50% of the issued Shares from time to time (the "**Majority Holder(s)**") may remove a Director from office or appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that such appointment does not cause the number of Directors to exceed any maximum number fixed by or in accordance with these Articles from time to time. Such removal or appointment shall be effected by notice in writing, signed by or on behalf of the Majority Holder(s) served on the Company at its registered office address for the time being The notice may consist of several documents in similar form, each signed by or

on behalf of one or more Members. The removal or appointment shall take effect immediately upon the relevant notice being served in accordance with this article 7 8 or on such later date as the Majority Holder(s) may specify in the notice

8 **Alternate Director**

An alternate Director who is himself a Director and/or who acts as an alternate director for more than one Director shall be entitled, in the absence of his appointor(s), to a separate vote or votes on behalf of each of his appointor(s) in addition (if he is himself a Director) to his own vote Regulation 88 of Table A shall be modified accordingly.

9 **Indemnity**

9.1 A relevant Director (as defined in article 9 3 below) may be indemnified out of the Company's assets against any liability (other than a liability to the Company or an associated company) which that Director incurs in connection with

9.1 1 civil proceedings in relation to the Company or an associated company (other than a liability incurred in defending proceedings brought by the Company or an associated company in which final judgment is given against the Director);

9.1 2 criminal proceedings in relation to the Company or an associated company (other than a fine imposed in such proceedings, or a liability incurred in defending proceedings in which the Director is convicted and the conviction is final);

9.1 3 regulatory action taken by or a regulatory investigation by a regulatory authority in relation to the Company or an associated company (unless a sum is payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising)),

9.1 4 any application for relief

(a) under section 114(3) or (4) CA1985 (acquisition of shares by innocent nominee), or

(b) section 727 CA1985 (general power to grant relief in case of honest and reasonable conduct),

unless the court refuses to grant the Director relief, and the refusal of relief is final; or

9.1 5 civil proceedings in relation to an occupational pension scheme (as defined in section 235(6) CA2006) of which the Company is a trustee in respect of liability incurred in connection with the Company's activities as a trustee of the scheme (other than a fine imposed in criminal proceedings, a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising) or a liability incurred in defending proceedings in which the director is convicted and the conviction is final)

9.2 For the purposes of article 9.1, a judgment, conviction or refusal of relief becomes final

9.2 1 if not appealed against, at the end of the period for bringing an appeal, or

9.2.2 if appealed against, at the time when the appeal (or any further appeal) is disposed of, and an appeal is disposed of:

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- (a) if it is determined and the period for bringing any further appeal has ended; or
- (b) if it is abandoned or otherwise ceases to have effect

9.3 In this article 9

9 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

9 3 2 a "relevant Director" means any director or former director of the Company.

9.4 Regulation 118 of Table A shall not apply to the Company

10 **Insurance**

10 1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

10.2 In this article 10

10 2 1 a "relevant officer" means any director or former director of the Company, any other officer or employee or former officer or employee of the Company (but not its auditors) or any trustee of an occupational pension scheme (as defined in section 235(6) CA2006) for the purposes of an employees' share scheme of the Company; and

10 2 2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company (within the meaning of article 9 3 above) or any pension fund or employees' share scheme of the Company.

11 **General**

11.1 In regulation 8 of Table A the words "not being a fully paid Share" shall be omitted. The Company shall have a first and paramount lien on all Shares (whether fully paid or not) standing registered in the name of any person indebted or under liability to the Company (whether he is the sole registered holder thereof or one of two or more joint holders) for all monies presently payable by him or his estate to the Company.

11.2 The liability of any member in default in respect of a call shall be increased by the addition of the following words at the end of the first sentence of regulation 18 of Table A "and all expenses that may have been incurred by the Company by reason of such non-payment"

