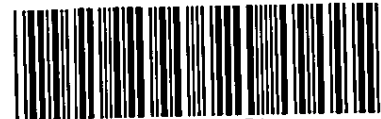


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COMPANIES HOUSE

THE COMPANIES ACTS 1985 to

PRIVATE COMPANY LIMITED BY SHARES

A+ SKILLS TRAINING LIMITED

We, being all the members of the Company who at the date hereof are entitled to receive notice of and to attend and vote at general meetings of the Company, hereby resolve pursuant to s 381A Companies Act 1985 as a Special Resolution as follows -

SPECIAL RESOLUTION

THAT

- 1 The regulations contained in the document marked "Articles of Association of A+ Skills Training Limited" be and are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company and all regulations incorporated therein
- 2 The authorised share capital be reduced from £100 00 to £90 00 by cancelling and extinguishing 10 Ordinary Shares of £1 each currently not in issue
- 3 The current shares in issue be redesignated from Ordinary Shares to the share classes set out below

30 Ordinary Shares registered in the name of Anne Elaine Wilson redesignated as "A" Shares

30 Ordinary Shares registered in the name of Paul Anthony Johnston redesignated as "B" Shares

30 Ordinary Shares registered in the name of Darrin John Richardson redesignated as "C" Shares

A E Wilson

14 AUGUST 2007

P A Johnston

14 AUGUST 2007

D J Richardson

14 AUGUST 2007

THE COMPANIES ACTS 1985 and 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

A+ SKILLS TRAINING LIMITED

(Adopted by Special Resolution on 2007)

14 AUGUST

PRELIMINARY

- 1 (1) In these Articles "Table A" means The Companies (Tables A to F) Regulations 1985 and "the Act" means The Companies Act 1985 in each case as amended
- (2) The Regulations contained in Table A shall apply to the Company save in so far as they are excluded or modified hereby The Regulations of Table A numbered 12, 30, 41, 73, 74, 75, 76, 77, 78, 79 and 80 shall not apply, but subject as aforesaid and in addition to the remaining Regulations of Table A the following shall be the Articles of Association of the Company

PRIVATE COMPANY

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

SHARES

- 3 (1) The share capital of the Company is the sum of £90 divided into 30 "A" Shares of £1 each and 30 "B" Shares of £1 each and 30 "C" Shares of £1 each
- (2) Save for the special rights and restrictions attached to the "A" Shares and to the "B" Shares and to the "C" Shares respectively the "A" Shares and the "B" Shares and the "C" Shares shall rank pari passu in all respects but shall constitute separate classes of shares

- 4 A share certificate need not bear the seal of the Company provided that it is signed by two directors or by a director and the secretary and Regulation 6 of Table A shall be read accordingly
- 5 The lien conferred by Regulation 8 of Table A shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders and shall extend to all moneys presently payable by him or his estate to the Company
- 6 The Directors may from time to time make calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times, provided that except in so far as may be otherwise agreed between the Company and any Member in the case of the shares held by him no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call and each Member shall (subject to receiving at least fourteen days notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares A call may be revoked or postponed as the Directors may determine

ISSUE OF SHARES

- 7 (1) The powers contained in Regulation 32 of Table A may only be exercised by the Company by special resolution
- (2) Subject to this Article 7 all Shares shall be under the control of the Directors but the Directors may not allot, issue, grant options over, or otherwise deal with or dispose of the same save with the prior sanction of a special resolution and then only in accordance with such terms and conditions as may be laid down by such resolution
- (3) Subject to Article 7(2) the Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act to allot relevant securities (as defined in Section 80 of the Act) provided that the aggregate nominal value of such securities allotted pursuant to this authority shall not exceed the amount of the authorised but unissued share capital of the Company at the date of the adoption of these Articles and that this authority shall expire on the fifth anniversary of such date of adoption unless varied or revoked or renewed by the Company in general meeting
- (4) The Directors shall subject as aforesaid be entitled under the authority conferred by Article 7(3) to make at any time before the expiry of such authority any offer or agreement which will or may require relevant securities to be allotted after the

expiry of such authority

- (5) In accordance with section 91 of the Act section 89(1) and section 90(1) to (6) of the Act shall not apply to any allotment of equity securities by the Company
- (6) All or any of the provisions of this Article 7 may be waived in any particular case with the consent in writing of all shareholders

TRANSFER OF SHARES

- 8 (1) No share may be transferred otherwise than pursuant to or in accordance with the provisions of this Article 8
- (2)
 - (i) The Directors shall refuse to register any transfer of any share save transfers made in accordance with (ii) below
 - (ii) The Directors shall register any transfer
 - (a) of "A" Shares to a then existing holder of "A" Shares
 - (b) of "B" Shares to a then existing holder of "B" Shares
 - (c) of "C" Shares to a then existing holder of "C" Shares
 - (d) to an existing member pursuant to the pre-emption provisions of Article 8
 - (e) to a person not a member of the Company but only in the circumstances specified in sub-clause 5(vi) of this Article 8
- (3) Save for a transfer of shares in the circumstances set out in paragraphs (2)(ii)(a) or (b) or (c) above no share shall be transferred until the member proposing to transfer a share ("the proposed transferor") has given notice in writing ("a transfer notice") to the Directors to that effect in respect of the shares he wishes to transfer. Any transfer of any share not preceded by a transfer notice shall, when presented to the Company for registration, have the effect only of a transfer notice in respect of the shares comprised therein but shall have no other effect in relation to the Company or the said shares
- (4) In the event of
 - (a) the bankruptcy or liquidation of any member other than in the case of liquidation to effect a reconstruction or reorganisation
 - (b) a member entering into any arrangement or composition with his creditors or some of them

- (c) any administrator or administrative receiver or receiver being appointed over any assets of a member which include shares in the Company
- (d) any member causing or permitting there to be created any charge or other security over or in respect of any shares held by him or any interest therein and whether legal or equitable or otherwise but excluding a floating charge which has not crystallised
- (e) a member at any time attempting to deal with or dispose of a share or of any interest therein or right attaching thereto other than as permitted by (2)(i)(a) or (b) or (c) above
- (f) any member (being in the employment of the Company) ceasing to be an employee thereof and within 30 days of such event there has not been a transfer of all the shares registered in the name of such person pursuant to Article 8(2)(i)(a) or (b) or (c) as the case may be
- (g) the death of any member and within 30 days of such event there has not been a transfer of all the shares registered in the name of such person pursuant to Article 8 (2)(i)(a) or (b) as the case may be

but subject always to any transfer as a result thereof pursuant to (a) or (b) or (c) in Article 8(2)(i) above then in any such case there shall upon the happening of such event be deemed to have been served immediately prior to such event a transfer notice in respect of all of the shares registered in the name of such member ("the proposed transferor") and the following provisions of this Article 8 shall apply

- (5) A transfer notice once given or deemed to be given shall not be revocable or be withdrawn except with the consent of all members of the Company in writing. A transfer notice whether actually served or deemed to be served shall constitute the Company the agent of the proposed transferor to sell all (but not some only) of the shares comprised therein at the fair value in accordance with the following provisions -

- (i) Such shares (following ascertainment of the fair value) shall be offered in the first instance to the remaining holders of shares in the capital of the Company of the same class for purchase at the fair value on the terms that in the case of competition the shares so offered shall (in accordance with and subject to the provisions of sub-paragraph (ii) hereof) be sold to such members accepting the offer in proportion (as nearly as may be and without increasing the number sold to any member beyond the number applied for by him) to their existing holdings of shares of that same class
- (ii) Any offers made pursuant to sub-paragraph (i) hereof shall be made by

notice in writing and shall limit the period (not being less than 30 nor more than 60 days) within which written notice of acceptance specifying the number of shares in respect of which the offer is accepted must be received by the Company

- (iii) If any offer made pursuant to this Article is accepted so that purchasers are found for all of the shares comprised in the transfer notice the Directors shall give notice of the same to the proposed transferor or someone on his behalf who shall thereupon be bound to transfer all the shares so accepted upon payment of the fair value. Such notice shall state the names and addresses of the purchasers and the numbers of shares agreed to be purchased by them and the purchases shall be completed at such place and such time as shall be specified by the Directors in such notice being not less than fourteen days nor more than twenty-eight days after the date of such notice
 - (iv) If in any case the proposed transferor or someone on his behalf having become bound as aforesaid makes default in accepting payment of the fair value for any share comprised in the transfer notice or as the case may be in transferring the same the Directors may receive such purchase money and may nominate some person to execute an instrument of transfer of such share in the name and on behalf of the proposed transferor and thereafter when such instrument has been duly stamped the Directors shall cause the name of the purchaser to be entered in the Register of Members as the holder of such share and where applicable shall hold the purchase money in trust without interest for the proposed transferor. The receipt of the Directors for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof) and after his name has been entered in the Register of Members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person
 - (v) If the Directors by the foregoing procedure shall not have found purchasers for all the shares comprised in the transfer notice the Directors shall offer the remaining unaccepted shares to the holders of shares of the other class for purchase at the fair value in accordance with the provisions (*mutatis mutandis*) of paragraphs (i) to (iv) above
 - (vi) If the Directors shall not by the above procedures have found a purchaser or purchasers for all the shares comprised in the transfer notice the Directors shall give notice in writing of that fact to the proposed transferor and he shall then be at liberty at any time up to the expiration of 90 days after the giving of such notice to transfer all but not some only of the unaccepted shares comprised in the transfer notice to any person on a bona fide sale at a price not being less than the fair value
- (6) (a) The fair value of any shares to be transferred pursuant to the provisions of this

Article shall be such sum as is agreed between the proposed transferor or someone on his behalf on the one hand and the Directors on the other but if not so agreed within 14 days of the serving (actual or deemed) of the transfer notice then shall (subject to (b) below) be such sum as the Valuers shall upon the application of the Directors certify in writing to be in their opinion the fair value thereof as between a willing vendor and a willing purchaser being such proportion of the value of the Company as a whole as the number of shares comprised in the transfer notice bears to the number of shares then in issue and disregarding the fact (if such be the case) that the said shares constitute a minority holding of shares in the Company or do not carry control of the Company or a class of such shares or that the transfer of shares is restricted by these Articles For the purposes of this Article the value of the Company shall be the value thereof as at the date of the transfer notice as determined by the Valuers

- (b) In respect of any transfer notice given before the first anniversary of the date of the adoption of these Articles the fair value shall be the lower of that ascertained in accordance with (a) above and par value
- (c) In so certifying the Valuers shall be deemed to be acting as experts and not as arbitrators and the Arbitration Acts shall not apply The Valuers shall take such further advice concerning the value of assets of the Company including goodwill and land and buildings and stock and work in progress as they consider appropriate Their certificate shall be final and binding in the absence of manifest error The Directors shall procure that any certificate required hereunder is obtained with due expedition The cost of obtaining such certificate shall be borne as the Valuers direct
- (7) Any shareholder may waive his right to receive a notice from the Company under sub-clause (5) of this Article and upon so doing shall cease to have any right of pre-emption in respect of the shares concerned under that paragraph.
- (8) (a) The Directors may decline to register the transfer of a share on which the Company has a lien
 - (b) No share shall be transferred to any infant or bankrupt or person of unsound mind or company in liquidation administration or administrative receivership
 - (c) The provisions of this Article 8 shall apply to any renunciation of the allotment of any share as they would apply to any transfer of that share
- (10) In Article 8 the following words and expressions have the following meanings
 - "fair value" as defined in Article 8(6)
 - "Valuers" the auditors (or reporting accountant) for the time being of the Company but in the absence of either then a firm of chartered accountants appointed by

agreement between the proposed transferor and the Directors and in default of agreement nominated on the application of either by the Chairman (or like officer) of the Northern Society of the Institute of Chartered Accountants in England and Wales

- (11) For the purpose of ensuring that a transfer of Shares is duly authorised hereunder or ought otherwise to be approved for registration by the Directors or that no circumstances have arisen whereby a transfer notice is required to be given hereunder the Directors may require any member or his trustee in bankruptcy or the legal personal representatives of a deceased member or the liquidator or receiver or administrator of any corporate member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit acting reasonably regarding any matter they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after such request, the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a transfer notice be given in respect of the Shares concerned and they may likewise so require if any such information or evidence discloses that a transfer notice ought to be given in respect of any Shares. If the Directors do so require and the transfer notice is not duly given within one month from the date of its being so required such notice shall be deemed to have been given at the expiration of the said period and the provisions of these Articles shall take effect accordingly. The foregoing is without prejudice to the provisions of Article 8(2)(i) above
- (12) A transfer notice shall comprise shares of one class only and in the case of a deemed transfer notice pursuant to Article 8(4) or (11) where the member held shares of more than one class then there shall be deemed to have been served as therein specified a separate transfer notice in respect of his whole holding of "A" Shares on the one hand and his whole holding of "B" Shares and his holding of "C" Shares separately
- (13) All or any of the provisions of this Article 8 may be waived in any particular case with the consent in writing of all shareholders

TRANSMISSION OF SHARES

- 9 Regulation 30 of Table A shall not apply. The provisions of Regulations 29 and 31 shall be read subject to the provisions of Article 8 and the words "except that" to the end of Regulation 31 shall be deleted from Regulation 31

GENERAL MEETINGS

- 10 All business shall be deemed special that is transacted at an extraordinary general meeting and also all that is transacted at 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 appointment of and the fixing of the remuneration of the auditors and the fixing of the remuneration of the Directors
- 11 A quorum at general meetings of the Company shall be two members present in person (and in the case of a body corporate by a duly authorised representative) or by proxy and Regulation 40 of Table A shall be read accordingly
- 12 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Directors may determine, 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
- 13 It shall not be necessary to give any notice of an adjourned meeting and Regulation 45 of Table A shall be construed accordingly
- 14 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 shall be modified accordingly
- 15 In case of an equality of votes on any resolution at any general meeting the Chairman shall not be entitled to a second or casting vote and accordingly Regulation 50 of Table A shall not apply

DIRECTORS

- 16 The maximum number of Directors shall be three comprising one "A" Director appointed pursuant to Article 18 and one "B" Director appointed pursuant to Article 19 and one "C" Director appointed pursuant to Article 20 and the minimum number shall be one
- 17 A Director shall not retire by rotation and a Director appointed to fill a casual vacancy or as an addition to the Board shall not retire from office at the Annual General Meeting next following his appointment
- 18 A holder or holders (and/or personal representatives thereof) of a majority in nominal value of the "A" Shares for the time being in issue may from time to time by instrument in writing signed by or on behalf of such holders and/or

personal representatives appoint one person to be directors of the Company and may from time to time in like manner remove any director so appointed so that not more than one person may hold office as directors pursuant to this Article 18 at any one time. The Director appointed pursuant to this Article 18 shall be known as the "A" Director.

- 19 A holder or holders (and/or personal representatives thereof) of a majority in nominal value of the "B" Shares for the time being in issue may from time to time by instrument in writing signed by or on behalf of such holders and/or personal representatives appoint one person to be directors of the Company and may from time to time in like manner remove any directors so appointed so that not more than one person may hold office as directors pursuant to this Article 19 at any one time. The Director appointed pursuant to this Article 19 shall be known as the "B" Director.
- 20 A holder or holders (and/or personal representatives thereof) of a majority in nominal value of the "C" Shares for the time being in issue may from time to time by instrument in writing signed by or on behalf of such holders and/or personal representatives appoint one person to be directors of the Company and may from time to time in like manner remove any director so appointed so that not more than one person may hold office as directors pursuant to this Article 18 at any one time. The Director appointed pursuant to this Article 18 shall be known as the "C" Director.
- 21 If any Director shall be called upon to perform extra services to make special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a Board Meeting of the Directors of the Company, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director.
- 22 The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and subject to the Act to issue debentures, debenture stock and other securities as security for any debt, liability or obligation of the Company or of any third party.
- 23 Without prejudice to the obligation of any director to disclose his interest in accordance with the Act a Director may vote as a Director in regard to any contract, transaction or arrangement in which he is interested, or upon any matter arising thereout, and if he does so vote his vote shall be counted and he shall be reckoned in calculating a quorum when any such contract transaction or arrangement is under consideration and Regulations 94 to 97 of Table A shall be modified accordingly.
- 24 No person shall be or become incapable of being appointed a Director by reason only of his 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 only of the fact that he has attained the age of seventy or any other age

- 25 The Chairman shall not have a second or casting vote at a meeting of Directors and Regulation 88 of Table A shall be read accordingly
- 26 A quorum at a meeting of the board of Directors shall be any two Directors save in circumstances where only one Director is appointed in which case a quorum shall be one

INDEMNITY

- 27 Subject to the provisions of and so far as may be permitted by the Act, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto. Regulation 118 of Table A shall be extended accordingly