

**Statutory Declaration of compliance
with requirements on application
for registration of a company****12**Please do not
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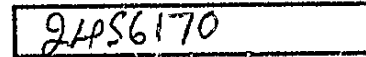
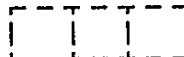
Pursuant to section 12(3) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
in bold block letteringInsert full
name of CompanyDelete as
appropriate

To the Registrar of Companies

For official use

For official use



Name of company

* DONCASTER CARE DEVELOPMENTS LIMITED

I, DAVID PETER NEGUSof DAVID NEGUS & COSOLICITORS35 DERBY ROAD LONG EATON NOTTINGHAM NG10 1LU

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(2)]† and that all the requirements of the above Act 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
provisions of the Statutory Declarations Act 1835

Declared at 25 Derby Rd.

Declarant to sign below

Long Eaton in the County ofthe 7th day of DecemberOne thousand nine hundred and eighty ninebefore me R K HallDavid P Negus

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths.

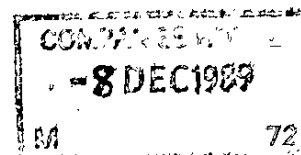
ROBERT K. HALL

A SOLICITOR EMPOWERED
TO ADMINISTER OATHSForm F130 (No. 12)
Form at Publishing
& 28 St Albans Place
London N1 0NX
1985Presenter's name address and
reference (if any):

DAVID NEGUS & CO
SOLICITORS
35 DERBY ROAD
LONG EATON
NOTTINGHAM
NG10 1LU
Ref: DPN

For official Use
New Companies Section

Post room



Statement of first directors and secretary and intended situation of registered office

10

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

For official use

Name of company

* DONCASTER CARE DEVELOPMENTS LIMITED

The intended situation of the registered office of the company on incorporation is as stated below

154 LOUGHBOROUGH ROAD

WEST BRIDGFORD

NOTTINGHAM

Postcode

NG2 7JE

If the memorandum is delivered by an agent for the subscribers of the memorandum please mark 'X' in the box opposite and insert the agent's name and address below

X

DAVID NEGUS & CO

35 DERBY ROAD

LONG EATON

NOTTINGHAM

Postcode

NG10 1LU

Number of continuation sheets attached (see note 1)

Presenter's name address and
reference (if any):

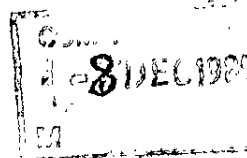
DAVID NEGUS & CO

REF: SPH
Solicitors
35 DERBY ROAD
LONG EATON
NOTTINGHAM

For official use

General Section

Post room



The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Please do not write in this margin

Name (note 3) DAVID GREIG HENDERSON		Business occupation Construction Industry Consultant
Previous name(s) (note 3)		Nationality BRITISH
Address (note 4) 154 Loughborough Road West Bridgford, Nottingham		Date of birth (where applicable) (note 6) 7.4.40.
	Postcode NG2 7JE	
Other directorships † Greenacre Garage (Nottingham) Ltd.		
Christian Project Developments Limited		
Churchfield Park (Nottingham) Limited		
Stoneyford Park Limited		
I consent to act as director of the company named on page 1		
Signature <i>[Signature]</i>		Date 4th August 1989.

† enter particulars of other directorships held or previously held (see note 5) if this space is insufficient use a continuation sheet.

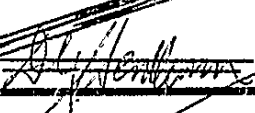
Name (note 3) NICHOLAS JOHN BORRETT		Business occupation Chartered Architect
Previous name(s) (note 3)		Nationality BRITISH
Address (note 4) 31 High Street Ruddington Nottingham		Date of birth (where applicable) (note 6) 19.6.48.
	Postcode	
Other directorships † Design and Build Services Ltd., DBS Construction Ltd., DBS Architects Ltd., Care Consultants Ltd., Fringehaven Services Ltd., ForestHealth Care Ltd., Christian Project Developments Limited; Churchfield Park (Nottingham) Ltd., Stoneyford Park Limited.		
I consent to act as director of the company named on page 1		
Signature <i>[Signature]</i>		Date 4-8-89

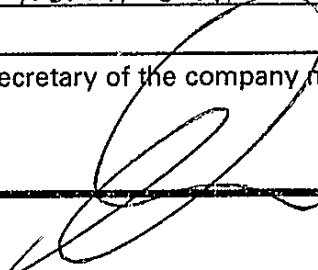
Name (note 3) MERVYN JOHN SUFFIELD		Business occupation Doctor
Previous name(s) (note 3)		Nationality British
Address (note 4) 60 Freegrounds Road Hedge End		Date of birth (where applicable) (note 6) 3. 3. 50.
	Postcode SO3 4JA	
Other directorships † Fringehaven Services Ltd.		
Logos Restoration Ltd.		
Christian Project Developments Ltd.		
Churchfield Park (Nottingham) Ltd.		
Stoneyford Park Limited		
I consent to act as director of the company named on page 1		
Signature <i>[Signature]</i>		Date 4-8-89

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ably, preferably
black type, or
old block lettering

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Name (notes 3 & 7) DAVID GREG HENDERSON	
Previous name(s) (note 3)	
Address (notes 4 & 7) 164 Loughborough Road, West Bridgford,	
Nottingham	
Postcode	NG2 7JH
I consent to act as secretary of the company named on page 1	
Signature 	Date 1st August 1989


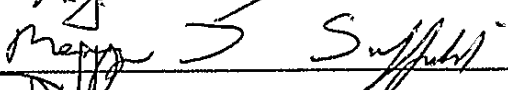
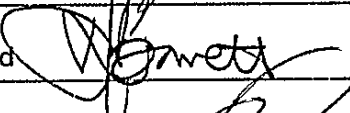

Name (notes 3 & 7) JOHN ANDREW CURRY	
Previous name(s) (note 3) NONE	
Address (notes 4 & 7) 1 PEGGARY COTTAGES, WILLOW LANE,	
GEDLING, NOTTINGHAM	
Postcode	NG2 2JY
I consent to act as secretary of the company named on page 1	
Signature 	Date 4-8-89

Delete if the form is
signed by the
subscribers

Signature of agent on behalf of subscribers	Date
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Delete if the form is
signed by an agent on
behalf of the
subscribers.

All the subscribers
must sign either
personally or by a
person or persons
authorised to sign
for them.

Signed 	Date 4-8-89
Signed 	Date 4-8-89
Signed 	Date 4-8-89
Signed 	Date 4-8-89
Signed	Date
Signed	Date

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF



DONCASTER CARE DEVELOPMENTS LIMITED

1. The Company's name is Doncaster Care Developments Limited

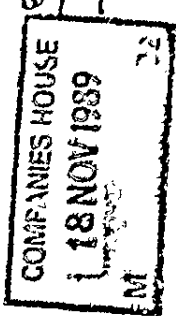
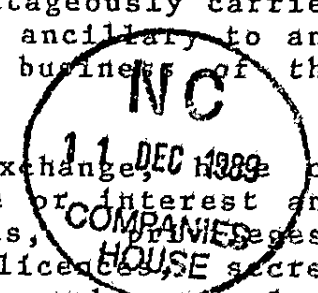
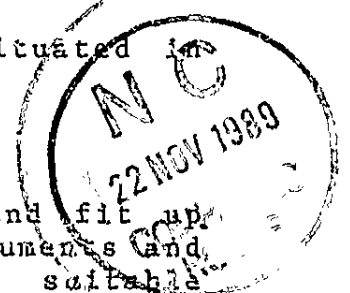
2. The Company's registered office is to be situated in England and Wales.

3. The Company's objects are:-

A) To own, operate, manage, maintain, furnish and fit up with all necessary conveniences, furniture, instruments and equipment, private nursing homes with all suitable accommodation for the treatment and care of patients; to provide facilities for medical attendance, nursing, food, medicine, and appliances of a surgical or medical character necessary or suitable for the proper treatment of such patients together with as far as possible the comfort and conveniences of a private home; to employ medical, surgical and pharmaceutical officers, and trained nurses, and attendants for the skilful treatment of patients (whether suffering from physical or mental disorders or otherwise); to provide and supply all such necessities, provisions, and clothing as may be required; to educate and train medical students, nurses and attendants either for the purpose of attending patients in their own homes or elsewhere and to carry on business as proprietors or managers of private hotels and boarding houses, ambulance and other motor vehicle proprietors, and merchants of and dealers in stretchers, first-aid appliances, respiratory apparatus, ambulance fittings, appliances and equipment, medical and surgical accessories, and hospital fittings and requisites, and of and in all accessories and supplies required for use in the treatment and care of the sick and injured; and to buy, sell, manufacture and deal in all articles, goods, wares, materials, substances and things usually dealt in by persons carrying on the above-mentioned businesses or any of them or likely to be required in connection with any of the said businesses.

B) To carry on any other trade or business which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.

C) To purchase, take on lease or in exchange, or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for



the purpose of or in connection with the Company's business or any branch or department thereof.

D) To erect, construct, laydown, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.

E) To borrow or raise or secure the payment of money for the purpose of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any Building Society.

F) To mortgage and charge the undertaking and all or any of the real and personal property and assets present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with such rights, powers and privileges as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.

G) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and to guarantee the liabilities, obligations and contracts of any other person, firm or company whether a customer of the Company or otherwise, and the dividends, interest and capital of the shares, stocks or securities of any company of or in which this Company is a member or is otherwise interested.

H) To receive money on deposit or loan upon such terms as the Company may approve, and generally to act as bankers for customers and others.

I) To support and subscribe to any funds and to subscribe or assist in the promotion of any charitable benevolent or public purpose or object whether or not for the benefit of the Company or its employees, Directors or other officers past or present and to make donations whether by way of covenant or otherwise to any Charity, Church or Organisation having as its main or one of its main purposes the promotion of the Christian religion; and further to grant Pensions to any employee, Director or other Officer past or present of the Company.

J) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

K) To invest and deal with the moneys of the Company not immediately required for the purposes of the business of the Company in or upon such investments and in such manner as may from time to time be determined.

L) To pay for any property or rights acquired by the Company either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

M) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise or in fully or partly paid-up shares or stock of any company or corporation, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another and generally on such terms as the Company may determine and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

N) To amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company or which is capable of being carried on so as directly or indirectly to benefit this Company, and to acquire and hold, sell, deal with or dispose of any shares, stock or securities of or other interests in any such company, and to guarantee the contracts or liabilities of, subsidise or otherwise assist, any such company.

O) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on, or the carrying on of which is calculated to benefit this Company or to advance its interests, or possessed of property suitable for the purposes of the Company.

P) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

Q) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.

R) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees,

sub-contractors or otherwise.

S) To do all such other things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that:-

A) the word "Company" in this Clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate, and whether incorporated, registered, resident or domiciled in the United Kingdom or elsewhere, and

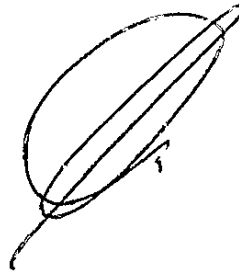
B) the objects of the Company specified in each of the foregoing paragraphs of this Clause shall be distinct and separate objects of the Company and shall be no way limited by reference to any other paragraphs hereof or to the order in which the same occur, but shall be construed in as wide a sense as possible as if each of the said paragraphs defined the objects of a separate and distinct Company.

4. The liability of the members is limited.

5. The Company's share capital is £300,000 divided into 300,000 shares of £1.00 each.

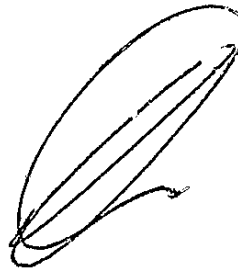
WE the Subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum, and we agree to take the number of shares shown opposite our respective names.

CHRISTIAN PROJECT DEVELOPMENTS plc
1 VICTORIA EMBANKMENT
NOTTINGHAM



99 SHARES

JOHN ANDREW CHURCH
1 VICTORIA EMBANKMENT
NOTTINGHAM



1 SHARE

Dated this 14th day of November 1989

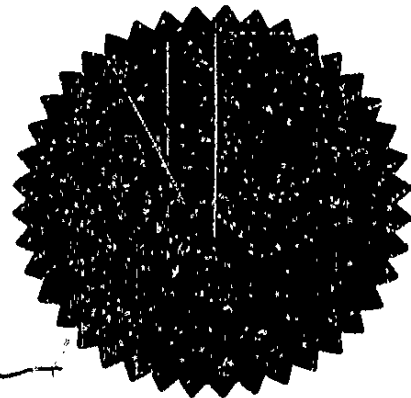
Witness to the above signatures

MICHAEL HOWARD SHOULDER

137 APPLEDORE AVENUE

WOLLATON

NOTTINGHAM NG8 2RW



THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

OF

DONCASTER CARE DEVELOPMENTS LIMITED

1. Subject as hereinafter provided, the regulations contained in Table A in The Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company.

2. Regulations 8,64,76,77 and 113 of Table A shall not apply to the Company

3. The Company is a private company and accordingly no offer or invitation shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of the Company; nor shall the Company allot or to allot (whether for cash or otherwise) 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.

4. At the date of the adoption of these Articles the capital of the Company is £3000,000 divided into 300,000 Ordinary shares of £1.00 each.

5. (a) The Directors may subject to Article 6 hereof allot, grant options over, or otherwise deal with or dispose of any relevant securities (as defined by section 80(2) of the Companies Act 1985) of the Company to such persons and generally on such terms and conditions as the Directors think proper.

(b) The general authority conferred by paragraph (a) of this Article shall be conditional upon due compliance with Article 6 hereof and shall extend to the amount of the authorised share capital of the Company upon its incorporation. The said authority will expire on the 30th day of June 1994 unless renewed, varied or revoked by the Company in general meeting in accordance with the said section 80.

(c) The Directors shall be entitled under the general authority conferred by paragraph (a) of this Article to make at any time before the expiry of such authority any offer or agreement which will or might require relevant securities of the Company to be allotted after the expiry of such authority.

6. (a) Subject to any direction to the contrary that may be given by the Company in general meeting all shares authorised pursuant to Article 5 hereof to be allotted shall be offered to the members in proportion to the existing shares held by them and such offer shall be made by notice in writing specifying the number of the shares to which the

member is entitled and limiting a time (being not less than 21 days) within which the offer if not accepted will be deemed to have been declined, and after the expiry of such time or upon receipt of an intimation from the member to whom such notice is given that he declines to accept the shares offered, the Directors may, subject to these Articles, allot or otherwise dispose of the same to such persons and upon such terms as they think most beneficial to the Company. The Directors may in like manner dispose of any such shares as aforesaid which, by reason of the proportion borne by them to the number of persons entitled to any such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in manner hereinbefore provided.

(b) By virtue of Section 9 (11) of the Companies Act 1985, sections 89(1) and 90(1) to 90(6) inclusive of that Act shall not apply to the Company.

7. The Company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (whether fully paid or not) standing registered in the name of any member whether solely or one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien (if any) on a share shall extend to all dividends payable thereon.

8.(a) The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer which would otherwise be permitted under the succeeding provisions of this Article if it is a transfer

(i) of a share on which the Company has a lien;

(ii) of a share (not being a fully paid share) to a person of whom they shall not approve;

(iii) of a share (whether or not it is fully paid) made pursuant to paragraph (g) below.

Clause 24 in Table A shall not apply to the Company.

(b) Any person (hereinafter called "the proposing transferor") proposing to transfer any shares shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same and specifying the price per share which in his opinion constitutes the fair value thereof. The transfer notice shall constitute the Company the agent of the proposing transferor for the sale of all (but not some of) the shares comprised in the transfer notice to any Member or Members willing to purchase the same (hereinafter called "the purchasing Member") at the price specified therein or at the fair value certified in accordance with paragraph (d) below

(whichever shall be the lower). A transfer notice shall not be revocable except with the sanction of the Directors.

(c) The shares comprised in any transfer notice shall be offered to the Members (other than the proposing transferor) as nearly as may be in proportion to the number of shares held by them respectively. Such offer shall be made by notice in writing (hereinafter called "the offer notice") within seven days after the receipt by the Company of the transfer notice. The offer notice shall state the price per share specified in the transfer notice and shall limit the time in which the offer may be accepted, not being less than twenty-one days nor more than forty-two days after the date of the offer notice, provided that if a certificate of fair value is requested under paragraph (d) below the offer shall remain open for acceptance for a period of fourteen days after the date on which notice of the fair value certified in accordance with that paragraph shall have been given by the Company to the Members or until the expiry of the period specified in the offer notice whichever is the later. For the purpose of this article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. The offer notice shall further invite each Member to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase and if all the Members do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of shares already held by them respectively, provided that no Member shall be obliged to take more shares than he shall have applied for. If any shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors may think fit.

(d) Any member may, not later than eight days after the date of the offer notice, serve on the Company a notice in writing requesting that the Auditor for the time being of the Company (or at the discretion of the Auditor, a person nominated by the President for the time being of the Institute of Chartered Accounts in the country of the situation of its Registered Office) certify in writing the sum which in his opinion represents the fair value of the share comprised in the transfer notice as at the date of the transfer notice and for the purpose of this Article reference to the Auditor shall include any person so nominated. Upon receipt of such notice the Company shall instruct the Auditor to certify as aforesaid and the costs of such valuation shall be apportioned among the proposing transferor and the purchasing Members or borne by any one or more of them as the Auditor in his absolute discretion shall decide. In certifying the fair value as aforesaid the Auditor shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. Upon receipt of the certificate of the Auditor,

the Company shall by notice in writing inform all Members of the fair value of each share and of the price per share (being the lower of the price specified in the transfer notice and the fair value of each share) at which the shares comprised in the transfer notice are offered for sale. For the purpose of this Article the fair value of each share comprised in the transfer notice shall be its value as a rateable proportion of the total value of all the issued shares of the Company and shall not be discounted or enhanced by reference to the number of shares referred to in the transfer notice.

(e) If purchasing Members shall be found for all the shares comprised in the transfer notice within the appropriate period specified in paragraph (c) above, the company shall not later than seven days after the expiry of such appropriate period give notice in writing (hereinafter called "the sale notice") to the proposing transferor specifying the purchasing Members and the proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to the purchasing Members.

(f) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase money on his behalf, and may authorise some person to execute transfer of such shares in favour of the purchasing Member. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Member. The Company shall pay the purchase money into a separate Bank account.

(g) If the Company shall not give a sale notice to the proposing transferor within the time specified in paragraph (e) above, he shall, during the period of thirty days next following the expiry of the time so specified, be at liberty subject to paragraph (a) above to transfer all or any of the shares comprised in the transfer notice to any person or persons.

(h) In the application of clauses 29 to 31 of Table A to the Company:-

(i) any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall give a transfer notice before he elects in respect of any share to be registered himself or to execute a transfer;

(ii) if a person so becoming entitled shall not have given a transfer notice in respect of any share within six months of the death or bankruptcy, the Directors may at any time thereafter upon resolution passed by them give notice requiring such person within thirty days of such notice to give a transfer notice in respect of all the shares to which he has so become entitled and for which he has not previously given a transfer notice and if he does not do so he shall at the ends of such thirty days be deemed to have given a transfer notice pursuant to paragraph (b) of this Article relating to those shares in respect of which he has still not done so;

(iii) where a transfer notice is given or deemed to be given under this paragraph (h) and no price per share is specified therein the transfer notice shall be deemed to specify the sum which shall, on the application of the Directors, be certified in writing by the Auditors in accordance with paragraph (d) of this Article as the fair value thereof.

9. In accordance with section 372(3) of the Companies Act 1985 in every notice calling a General Meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him and that a proxy need not be a member of the Company. Regulation 38 of Table A shall be modified accordingly and the second sentence of Regulation 59 of Table A shall not apply to the Company.

10. In regulation 41 of Table A there shall be added at the end: "If at any adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved.

11. Unless and until the Company in general meeting shall otherwise determine, there shall be no maximum number of Directors and the minimum number of Directors shall be one. If and so long as there is a sole Director he may exercise all the powers and authorities vested in the Directors by these Articles and by Table A and regulation 89 of Table A shall be modified accordingly. The first Directors of the Company shall be as named in the statement delivered to the Registrar of Companies pursuant to section 10 of the Companies Act 1985.

12. The Company shall not be subject to section 293 of the Companies Act 1985, and accordingly any person may be appointed or elected as a Director, whatever his age, and no Director shall be required to vacate his office of Director by reason of his attaining or having attained the age of seventy years or any other age.

13. No person other than a Director retiring by rotation shall be elected a Director at any general meeting unless:-

(1) he is recommended by the Directors; or

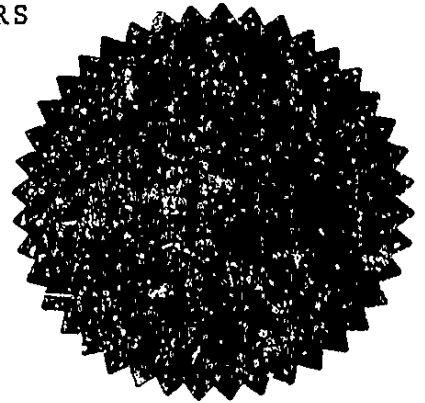
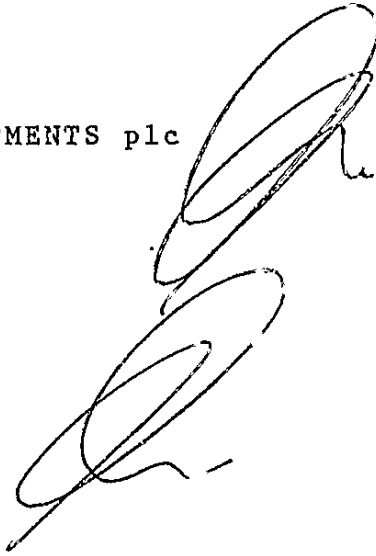
(ii) not less than fourteen or more than thirty-five clear days before the date of the meeting a notice in writing signed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for election, together with a notice in writing signed by that person of his willingness to be elected.

14. A Director shall not be required to hold any share qualification but shall nevertheless be entitled to receive notice of and to attend at all general meetings of the Company and at all separate general meetings of the holders of any class of shares in the capital of the Company.

NAMES AND ADDRESSES OF SUBSCRIBERS

CHRISTIAN PROJECT DEVELOPMENTS plc
1 VICTORIA EMBANKMENT
NOTTINGHAM

JOHN ANDREW CHURCH
1 VICTORIA EMBANKMENT
NOTTINGHAM



Dated this 14th day of November 1989

Witness to the above Signatures



MICHAEL HOWARD SHREER

137 ALLEGROVE AVENUE,

WOLLATON

NOTTINGHAM NG8 2RW.



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

No. 2456170

I hereby certify that

DONCASTER CARE DEVELOPMENTS LIMITED

is this day incorporated under the Companies Act 1985 as
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,
Cardiff the 29 DECEMBER 1989

M. Rose
M. ROSE

an authorised officer

The Companies Act 1985
COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS
OF
DONCASTER CARE DEVELOPMENTS LIMITED
(Registered in England Number: 2456170)

Pursuant to Section 381A of the Companies Act 1985 ("the Act")
Passed on **27th Oct** 1994

We, the undersigned members of the above named Company being all the members who at the date hereof would be entitled to attend and vote at a general meeting of the Company, hereby resolve as follows such resolutions to take effect as elective resolutions pursuant to Section 379A of the Act.

ELECTIVE RESOLUTIONS

1. THAT the provisions of Section 80A of the Act shall apply, in place of Section 80 (4) and (5) of the Act, in relation to the giving or renewal, after the passing of this resolution, of an authority under the said Section 80.
2. THAT the Company hereby elects:-
 - (a) to dispense with the laying of accounts and reports before the Company in general meeting, in accordance with Section 252;
 - (b) to dispense with the holding of annual general meetings in accordance with Section 366 (A); and
 - (c) to dispense with the obligation to appoint auditors annually in accordance with Section 386.
3. THAT the Company hereby elects pursuant to Sections 369(4) and 378(3) of the Act that the provisions of those sections shall have effect in relation to the Company as if for the reference to 95% in those provisions there were substituted references to 90%.

.....
[Signature]
.....

..... *C. Goodall*
..... *(for Trinity Care plc)*

Date: 199

We being the auditors to the above named Company hereby:

- (a) acknowledge that a copy of the above resolutions have been sent to us; and
- (b) notify the Company that in our opinion the above resolutions do not concern us as auditors.

.....
Pannell Kerr Forster
.....
PANNELL KERR FORSTER
Auditors



THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of
HUGEDATA LIMITED

Company No 2989170

Passed on the 17th November 1994

At an Extraordinary General Meeting on the above named company duly convened and held on 17th November 1994 at Shaibern House, 28 Scrutton Street, London EC2A 4RQ the following Special Resolution was duly passed.

That Clause 3(A)(1) of the Memorandum of Association be deleted and the following new clause be substituted in its place to read as follows:-

(A)(1) To carry on the business of owners, managers, proprietors and operators of computer bureaux and agencies of every and any description; to carry on the business as management consultants, designers, producers, manufacturers, wholesalers, retailers, exporters, importers, agents for the sale of and general merchants, dealers, traders, marketers, suppliers and distributors, hirers and lessors of computer software and hardware and ancillary and allied equipment of every and any description; to carry on the business of computer programmers, devisers of computer languages and codes, punch card operators and as consultants and advisers into all aspects of the computer and allied industries; to carry on the business of manufacturers and dealers in computer hardware and software and peripheral equipment and continuous stationery of all kinds; to undertake the supply of such staff and other personnel that may be required by persons having dealing with the company and to undertake, perform and carry out all services in connection with the computer trades and industries; and to carry on the business of dealers in electronic, electrical and other machinery and office supplies, furniture, furnishings, and equipment of all kinds.

.....
Director

