

**Statutory Declaration of compliance
with requirements on application
for registration of a company**Please do not
write in
this margin

Pursuant to section 12(3) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf)

For official use

For official use

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Name of company

* RANYARD CARE LIMITED

* Insert full
name of CompanyI, ROBIN ALISTAIR WATERER
of 1 TEMPLAR STREET LONDON SE5 9JB† delete as
appropriate

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 48 CHARLES STREET
LONDON W1X 7PA

Declarant to sign below

the 28th day of OCTOBER
One thousand nine hundred and NINETY-THREE
before me A. J. [Signature][Signature]

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

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

R A WATERER
1 TEMPLAR STREET
LONDON SE5 9JB

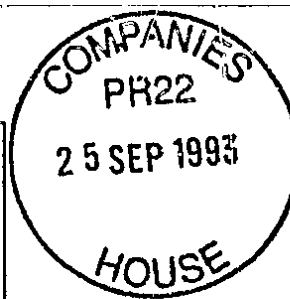
For official Use
New Companies Section

Post room





COMPANIES HOUSE



10

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

This form should be completed in black.

CN

For official use

Company name (in full)

RANYARD CARE LIMITED

Registered office of the company on
incorporation.

RO

1 TEMPLAR STREET

Post town LONDON

County/Region

Postcode SE5 9JB

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

☐

Name

RA

Post town

County/Region

Postcode

Number of continuation sheets attached

☐

To whom should Companies House
direct any enquiries about the
information shown in this form?

R.A. WATERER

1 TEMPLAR STREET

LONDON

Postcode SE5 9JB

Telephone 071 326 0789

Extension

Company Secretary (See notes 1 - 5)

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Consent signature

CS

ROBIN ALISTAIR

WATERER

AD 1 TEMPLAR STREET

Post town LONDON

County/Region

Postcode SE5 9JB Country UK

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

Signed

R Waterer

Date 25.8.93

Directors (See notes 1 - 5)

Please list directors in alphabetical order.

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

CD

ROBIN ALISTAIR

WATERER

AD 1 TEMPLAR STREET

Post town LONDON

County/Region

Postcode SE5 9JB Country UK

DO 07 08 56

Nationality NA BRITISH

OC DIRECTOR

OD SEE ATTACHED LIST

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

Signed

R Waterer

Date 25.8.93.

Directors (continued)

(See notes 1 - 5)

Name *Style/Title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Address

Usual residential address must be given.
In the case of a corporation, give the
registered or principal office address.

Date of birth

Business occupation

Other directorships

* Voluntary details

Consent signature

CD

ROGER ALBERT
COOMBER

AD 252 EASTGATE

Post town LOUTH

County/Region LINCOLNSHIRE

Postcode LN11 8DJ Country UK

DO 17 08 51 Nationality NA BRITISH

OC HOSPITAL DIRECTOR

OD BRUNSWICK PLACE SECURITIES LIMITED

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

Signed

Date 25.8.93

Delete if the form
is signed by the
subscribers.

Signature of agent on behalf of all subscribers Date

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

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

Signed

R. W. Water

Date 25.8.93

Signed

P. A. M. W. L. e. y

Date 25.8.93

Signed

Amel P. M. y.

Date 25.8.93

Signed

Date

Signed

Date

Signed

Date

LIST OF DIRECTORSHIPS

R.A.Waterer

Current

R.R.Waterer & Co.
Brunswick Place Securities Limited
Ranyard Care Limited
Anchorhaven Limited
The Anchorhaven Trust
The Refuge Trust

2869703

0630
3

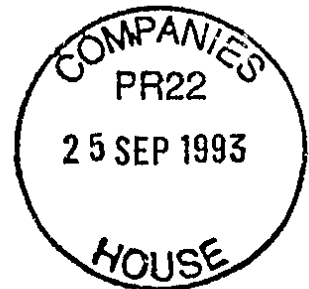
THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

-of-

RANYARD CARE LIMITED



1. The Company's name is RANYARD CARE LIMITED.
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
 - (A)
 - (1) To provide health, social and domestic care for the benefit of elderly persons.
 - (2) To carry on the business of general trading, importers, exporters, manufacturers, brokers and dealers both wholesale and retail in all manner of goods.
 - (3) To provide or procure the provision of services of any other kind.
 - (4) To act as agents and brokers for the sale or purchase of goods and the provision of services and travel.
 - (5) To provide all services connected with the acquisition, development, ownership and sale of property of any kind or any interest therein.
 - (B) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any business of the Company or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or assets.
 - (C) To acquire and take over the whole or any part of the business, property and liabilities of any company or person carrying on any business which the Company is authorised to carry on, or possessed of any property or assets suitable for the purposes of the Company.



557005

- (D) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, patents, licences, rights or privileges which the Company may think necessary or convenient for the purposes of its business, and to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company.
- (E) To pay for any property or assets acquired by the Company either in cash or fully or partly paid shares or by the issue of securities or obligations or partly in one mode and partly in another and generally on such terms as may be determined.
- (F) To borrow or raise or secure the payment of money in such manner and upon such terms as the Company may think fit, and for any of such purposes to mortgage or charge the undertaking and all or any part of the property and rights of the Company, both present and future including uncalled capital, and to create and issue redeemable debentures or debenture stock, bonds or other obligations.
- (G) To stand surety for or guarantee, support or secure the performance of all or any of the obligations of any person, firm or company whether by personal covenant or by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital or by both such methods; and, in particular, but without prejudice to the generality of the foregoing, to guarantee, support or secure whether by personal covenant or by any such mortgage, charge or lien as aforesaid or by both such methods the performance of all or any of the obligations (including the repayment or payment of the principal and premium and interest on any securities) of any company which is for the time being the Company's holding company (as defined by Section 736 of the Companies Act 1985) or another subsidiary (as defined by the said Section) of any such holding company or a subsidiary (as defined by the said Section) of the Company.
- (H) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or of any other person or company having dealings with the Company, or in whose business or undertaking the Company is interested.
- (I) To establish and maintain, or procure the establishment and maintenance of, any non-contributory or contributory pension or superannuation funds for

the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company, or any such subsidiary or of any company which is a predecessor in business of the Company or of any such other company as aforesaid, or any persons who are or were at any time directors or officers of the Company, or of any such other company as aforesaid, and the spouses, widows, widowers, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or advance the interests and well being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid and to do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.

- (J) To subscribe, give or guarantee money or any asset of the Company for any charitable or benevolent object or for any exhibition or for any public, general or useful object,
- (K) To enter into any partnership or arrangement in the nature of a partnership, co-operation or union of interests, with any person or company engaged or interested or about to become engaged or interested in the carrying on or conduct of any business which the Company is authorised to carry on or conduct or from which the Company would, or might derive any benefit, whether direct or indirect.
- (L) To establish or promote, or join in the establishment or promotion of, any other company whose objects shall include the taking over of any of the assets and liabilities of the Company, or the promotion of which shall be calculated to advance its interests, and to acquire and hold any shares, securities or obligations of any such company.
- (M) To amalgamate with any other company.
- (N) To sell or dispose of the undertaking, property and assets of the Company or any part thereof, in such manner and for such consideration as the Company may think fit, and in particular for shares (fully or partly paid up), debentures, debenture stock, securities or obligations of any other company, whether promoted by the Company for the purpose or not, and to improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all

or any part of the property and assets of the Company.

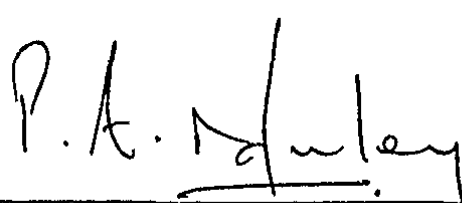
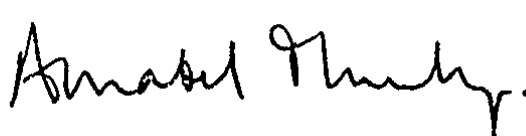
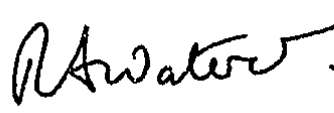
- (O) To distribute any of the Company's property or assets among the members in specie.
- (P) To cause the Company to be registered or recognised in any foreign country.
- (Q) To do all or any of the above things in any part of the world, and either as principal, agent, trustee or otherwise, and either alone or in conjunction with others, and by or through agents, subcontractors, trustees or otherwise.
- (R) To do all such other things as are incidental or the Company may think conducive to the attainment of the above objects or any of them.

And it is hereby declared that 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 incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and that the intention is that each of the objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be an independent main object and be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the members is limited.

5. The Company's share capital is £10,000 divided into 10,000 ordinary shares of £1.00 each.

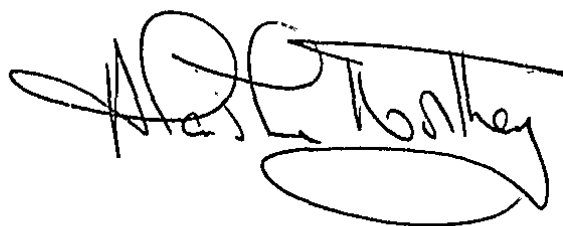
We, the subscribers to this memorandum of association, wish to be formed into a company pursuant to this memorandum; and we agree to take the number of shares shown opposite our respective names.

NAMES, ADDRESSES and DESCRIPTIONS OF SUBSCRIBERS		
PETER ANTHONY MURLEY Ivy Cottage South Warnborough Basingstoke Hampshire RG25 1RQ		ONE
ANNABEL MURLEY Ivy Cottage South Warnborough Basingstoke Hampshire RG25 1RQ		ONE
ROBIN ALISTAIR WATERER 1 Templar Street London SE5 9JB		ONE

Dated: 25 August 1993

Witness to the above signatures:-

MRS F.C. NORTHEY
THE LAURELS
27 TELEGRAPH LANE
FOUR MARKS
HANTS GU34 5AX



THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

RANYARD CARE LIMITED



INTRODUCTORY

1.1 The Regulations contained or incorporated in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 as amended by The Companies (Tables A to F) Amendment Regulations 1985 (hereinafter called "Table A") shall apply to the Company save insofar as they are varied or excluded by or are inconsistent with the following Articles.

1.2 In Regulation 1 of Table A, the words "and in Articles of Association adopting the same" shall be inserted after the word "regulations" in the last paragraph of that Regulation and the sentence "Any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force" shall be inserted at the end of such Regulation.

1.3 Regulations 24, 26, 73 to 77 (inclusive), 80, 94 to 96 (inclusive) and 118 of Table A shall not apply to the Company

SHARE CAPITAL

2. The share capital of the Company as at the date of adoption of these Articles is £10,000 divided into 10,000 Ordinary Shares of £1 each.

TRANSFER OF SHARES

3.1 The Directors shall be required (subject only to paragraph 3.2 of this Article) to register promptly any transfer of shares made in accordance with the provisions of Article 5 below, but shall not register any transfer of shares not so made.

3.2 The Directors may refuse to register a transfer unless:

- (a) it is lodged at the office or such other place as the Directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;
 - (b) it is in respect of only one class of share; and
 - (c) it is in favour of not more than four transferees
- and may also refuse to register:-

- (i) the transfer of a share which is not fully paid to a person of whom they do not approve;
- (ii) the transfer of a share on which the Company has a lien; and
- (iii) the transfer of a share to a bankrupt, a minor or a person of unsound mind.

4. In this Article and in Article 5 the following words shall bear the following meanings:-

- (a) "Acceptance Period": the period during which the offer made under Article 5.3 is open for acceptance;
- (b) "Excluded Person":
 - (i) any Member (or other person entitled to Shares in the manner set out in Article 5.9) who may be required by the Directors to give a Transfer Notice under Article 5.9 (and so that such Member or other person shall be an Excluded Person throughout such time as the Directors may require a Transfer Notice to be given, but not thereafter); and
 - (ii) any Member or other person who has been required to give a Transfer Notice under that Article (whether or not the requirement has been complied with), but so that such member or other person shall cease to be an Excluded Person if, at the end of the Acceptance Period the Company has failed to find members wishing to purchase all the Sale Shares the subject of the Transfer Notice;
- (c) "Member": a holder of Shares;
- (d) "the Prescribed Price": the price per Sale Share specified in the Transfer Notice or (if no price is specified) the price per Sale Share agreed or determined pursuant to Article 5.2;

- (e) "Proposing Transferor": a Member proposing to transfer or dispose of Shares or any interest in Shares;
- (f) "Purchaser": a Member willing to purchase Shares comprised in a Transfer Notice;
- (g) "the Sale Shares": all Shares comprised in a Transfer Notice;
- (h) "Shares": Ordinary Shares;
- (i) "Transfer Notice": a written notice served or deemed to be served by a Member on the Company in accordance with Article 5;
- (j) "the Withdrawal Period": the period referred to in Article 5.5.

5. The right to transfer or dispose of Shares or any interest therein shall be subject to the following restrictions.

5.1 Before transferring, or disposing of, any Shares (or any interest in shares) the Proposing Transferor shall serve a Transfer Notice on the Company specifying the number of Shares in question, and the Transfer Notice shall constitute the Company his agent for the sale of those Shares at the Prescribed Price to any Member or Members. Except as provided in this Article, a Transfer Notice once given or deemed to be given shall not be revocable except with the consent of the Directors. A Transfer Notice may not be given by an Excluded Person unless required by the Directors under Article 5.9.

5.2.1 Forthwith following receipt of a Transfer Notice which does not specify a Prescribed Price, the Directors of the Company (other than the Proposing Transferor, if a Director, and other than any Director connected with the Proposing Transferor within the meaning of Section 839 of the Income and Corporation Taxes Act 1988) shall seek to agree the Prescribed Price with the Proposing Transferor. In the event that the Prescribed Price is not agreed within 14 days of receipt of the Transfer Notice by the Company the Directors shall request the Auditors of the Company (acting as experts and not as arbitrators) to certify the Prescribed Price.

5.2.2 The Auditors shall within 14 days of such a request certify to the Company the Prescribed Price, being the value of each Sale Share calculated on the following basis:-

5.2.2.1 By determining the sum which a willing purchaser would offer to a willing vendor for all of the issued Shares;

5.2.2.2 By dividing the resultant figure by the number of Shares in issue;

5.2.2.3 By making such adjustment (if any) as the Auditors consider necessary to allow for any rights which may be outstanding under which any person may call for the issue of further Shares;

5.2.2.4 Making no adjustment to reflect any premium or discount arising in relation to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability of the Shares.

5.3 The Sale Shares shall, within 14 days following receipt of the Transfer Notice or (in a case falling within Article 5.2.1) agreement or certification of the Prescribed Price be offered by the Company to each Member (other than the Proposing Transferor and any Excluded Person) for purchase at the Prescribed Price. All offers shall be made by notice in writing and shall limit a time (being between thirty and forty two days inclusive) within which the offer must be accepted or, in default, will be deemed to have been declined. A copy of such offers shall at the same time be sent by the Company to the Proposing Transferor.

5.4 The Company shall offer the Sale Shares on the following basis:-

5.4.1 If there is more than one Member to whom an offer is to be made, the Shares on offer shall be offered to such Members in proportion as nearly as may be to their existing holdings of Shares, and the Directors' decision as to the number of Shares which shall be "in proportion as nearly as may be to their existing holdings of Shares" shall be conclusive.

5.4.2 Any Member to whom Sale Shares are offered may accept all or some only of the Sale Shares offered to him.

5.4.3 Each Member to whom the offer is made (if more than one) shall be invited to indicate whether, if he accepts the number of Sale Shares offered to him pursuant to Article 5.4.1, he wishes to purchase any Sale Shares offered to other Members in the same offer which they decline to accept (such Sale Shares being referred to as "excess shares"), and if so the maximum number which he wishes to purchase.

5.4.4 If there are any excess shares they shall be allocated between the Members who have indicated that they wish to purchase excess shares. If the number of excess shares available is insufficient the excess shares shall be allocated between the Members seeking to purchase them as follows:

(a) any Member who has sought to purchase no more than his proportionate entitlement of excess shares (calculated by reference to the proportion of the total holdings of Shares of Members seeking to purchase excess shares represented by that Member's holding) shall be allocated all the

excess shares he sought to purchase

- (b) any Member or Members who sought to purchase more than their proportionate entitlement shall have the number of excess shares applied for scaled down and (if more than one) in proportion to their respective holdings of Shares

5.4.5 Subject to the provisions of this Article, the Purchasers shall be bound to purchase the Sale Shares allocated to them under the provisions of this Article 5.4 at the Prescribed Price

5.5 Not later than 7 days following the expiration of the Acceptance Period the Company shall give written notice to the Proposing Transferor stating either:-

- (a) if it is the case, that no Member has sought to purchase any of the Sale Shares; or, otherwise
- (b) the number of Sale Shares which Members have sought to purchase, giving the name and address of each Purchaser and the number of Sale Shares to be purchased by him;

and so that in the event that Purchasers have been found in the Acceptance Period for some only of the Sale Shares the Proposing Transferor may within 7 days of service on him of notice under this Article 5.5 revoke his Transfer Notice by written notice to the Company.

5.6 In the event that the Proposing Transferor is given notice under Article 5.5(b) (and subject to the Proposing Transferor not revoking his Transfer Notice in accordance with Article 5.5, where possible) the Proposing Transferor shall be bound, on payment of the Prescribed Price, to transfer the Shares in question to the respective Purchasers. The sale and purchase shall be completed at the registered office of the Company during normal business hours on the first business day after the expiry of 14 days from the date of service of notice under Article 5.5(b).

5.7 If a Proposing Transferor, having become bound to transfer any Sale Shares to a Purchaser, shall fail to do so, the Directors may authorise any person to execute on behalf of, and as attorney for, the Proposing Transferor any necessary instruments of transfer and shall register the Purchaser as the holder of the Shares. The Company's receipt of the purchase money shall be a good discharge to the Purchaser, and the Company shall thereafter hold the same on trust for the Proposing Transferor. After the name of the Purchaser has been entered in the Register in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person.

5.8 The Proposing Transferor may transfer Sale Shares to any person or persons in the following circumstances:

- 5.8.1 If the Company shall fail within the Acceptance Period to find a Purchaser or Purchasers for any of the Sale Shares, the Proposing Transferor may sell all or any of the Sale Shares
- 5.8.2 If the Company shall within the Acceptance Period find a Purchaser or Purchasers for some (but not all) of the Sale Shares and shall serve notice accordingly under Article 5.5, the Proposing Transferor may sell all or any of the Sale Shares for which no Purchaser has been found, but so that if the Proposing Transferor revokes his Transfer Notice under Article 5.5 he may sell all (but not some only) of the Sale Shares Subject to the following restrictions:
- 5.8.3 Shares may not be sold after the expiry of three months after the date on which notice is given under Article 5.5
- 5.8.4 The Shares must be sold on a bona fide sale at a price not being less than the Prescribed Price; the Directors may require to be satisfied that the Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the instrument of transfer without any deduction, rebate or allowance whatsoever to the purchaser.
- 5.8.5 No Shares may be transferred, or disposed of, pursuant to this Article 5.8 by any person who is an Excluded Person, unless the Directors resolve to approve such transfer or disposal.

5.9 A person entitled to a Share in consequence of the bankruptcy, administration, receivership or liquidation of a Member shall be bound at any time, if called upon in writing to do so by the Directors not later than the date falling 90 days after the Directors receive notice from the person concerned that he has become so entitled to give a Transfer Notice (without specifying a Prescribed Price) in respect of all the Shares then registered in the name of the Member in question. Such a Transfer Notice shall not be capable of revocation under the provisions of Article 5.5. Regulations 29 to 31 of Table A shall take effect accordingly.

5.10 For the purpose of ensuring that a transfer of Shares is duly authorised under these Articles or that no circumstances have arisen by reason of which a Transfer Notice may be required to be given, the Directors may from time to time require any Member or past Member or trustee in bankruptcy, administrator, receiver or liquidator of any Member or any person named as transferee in any instrument of transfer lodged for registration to provide to the Company such information as the Directors reasonably think fit regarding any matter which they consider relevant. If such information is not provided to the reasonable satisfaction of the Directors within a reasonable time after request, the Directors shall be entitled to refuse to register

the transfer in question or (where no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the Shares concerned. If the information discloses (in the reasonable opinion of the Directors) that a Transfer Notice ought to have been given in respect of any Shares the Directors may by notice in writing require that a Transfer Notice be given in respect of the Shares concerned. Any Transfer Notice required to be given under this Article 5.10 shall not specify a Prescribed Price and shall not be capable of revocation under the provisions of Article 5.5.

5.11 In any case where the Directors may require a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of two weeks of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period. Such a deemed Transfer Notice shall not be capable of revocation under Article 5.5.

5.12 Any notice required to be given under this Article by the Company to a Member or by a Member to the Company or otherwise shall be given or served either personally or by sending it by first class post to the registered office of the Company or to the registered address of the Member (as the case may be) or, if he has no registered address within the United Kingdom and has supplied to the Company an address within the United Kingdom for the giving of notice to him, to the address so supplied. When a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected 48 hours after posting.

5.13 The restrictions imposed by this Article may be waived in relation to any proposed transfer of Shares with the consent of all Members who would otherwise have been entitled to have such shares offered to them in accordance with Article 5.4.

DIRECTORS

6. In its application to the Company, Regulation 65 of Table A shall be modified by the deletion of the words "approved by resolution of the directors and"

7.1 In its application to the Company, Regulation 78 of Table A shall be modified by the deletion of the words "... and may also determine the rotation in which any additional directors are to retire".

7.2 In its application to the Company, Regulation 79 of Table A shall be modified by the deletion of the second and third sentences.

7.3 In its application to the Company, Regulation 84 of Table A shall be modified by the deletion of the final sentence.

8. In its application to the Company, Regulation 84 of Table A shall be modified by the deletion of the third sentence.

PROCEEDINGS OF DIRECTORS

9. A Director may vote at a meeting of the Directors, and form part of a quorum present at that meeting, in relation to any matter in which he has, directly or indirectly, an interest or duty which conflicts or which may conflict with the interests of the Company, provided that he has previously disclosed the nature of such duty or interest to the Directors. The provisions of Regulation 86 of Table A shall be taken to apply equally to any disclosure to be made under the provisions of this Article.

EXECUTION OF DOCUMENTS

10. In its application to the Company, Regulation 101 of Table A shall be modified by the addition of the following sentence:-

"Any instrument expressed to be executed by the Company and signed by two Directors or one Director and the Secretary by the authority of the Directors or of a committee authorised by the Directors shall (to extent permitted by the Act) have effect as if executed by affixing the seal."

INDEMNITY

11. Subject to section 310 of the Act:-

- (a) every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation to his office, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or otherwise in relation to his office;
- (b) the Directors may purchase and maintain insurance for any such Director or other officer against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.

NAMES, ADDRESSES and DESCRIPTIONS OF SUBSCRIBERS

PETER ANTHONY MURLEY
Ivy Cottage
South Warnborough
Basingstoke
Hampshire RG25 1RQ

P. A. Murley

ANNABEL MURLEY
Ivy Cottage
South Warnborough
Basingstoke
Hampshire RG25 1RQ

Annabel Murley

ROBIN ALISTAIR WATERER
1 Templar Street
London
SE5 9JB

R. A. Waterer

Dated: 25 August 1993

Witness to the above signatures:-

MRS R.C. NORTHEY

THE LAURELS

27 TELEGRAPH LANE

FOUR MARKS

HANTS GU34 5AX

Mrs R.C. Northey

FILE COPY



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

No. 2869703

I hereby certify that

RANYARD CARE 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 8 NOVEMBER 1993

M.L. Lewis
M.L. Lewis

an authorised officer