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**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

To the Registrar of Companies

For official use

For official use

Please complete
legibly, preferably
in black type, or
bold block lettering

Name of company

* LANEMILE LIMITED

* insert full
name of Company

I,
of

KEITH STEPHEN DUNGATE
188 Brampton Road
BEXLEYHEATH
KENT DA7 4SY

a duly authorised signatory of L & A Secretarial Limited

do solemnly and sincerely declare that I am a person named as 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 31 CORSHAM STREET
LONDON
N1 6DR

Declarant to sign below

the Thirteenth day of December
One thousand nine hundred and Ninety
before me HCA

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

[Handwritten signature]

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

For official Use

New Companies Section

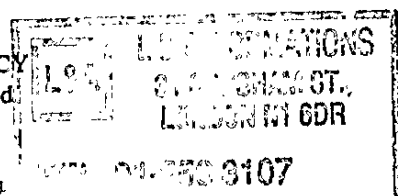
Post room



W & ACCOUNTANCY
(secretary services) Limited

1, Corsham Street
London N1 6DR

01 FAY: 2501971





COMPANIES HOUSE

10

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

This form should be completed in black.

☒ CN

2571516

For official use ☐

Company name (in full)

LANEMILE LIMITED

Registered office of the company on
incorporation.

☐ RO

31 CORSHAM STREET

Post town LONDON

County/Region

Postcode N1 6DR

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.

☒ X

Name LAW & ACCOUNTANCY (agency services) LTD

☐ RA

31 CORSHAM STREET

Post town LONDON

County/Region

Postcode N1 6DR

Number of continuation sheets attached ☐

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

L & A FORMATIONS

31 CORSHAM STREET

LONDON

Postcode N1 6DR

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

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

CS LIMITED COMPANY

L & A SECRETARIAL LIMITED

AD

31 CORSHAM STREET

Post town LONDON

County/Region

Postcode N1 6DR

Country ENGLAND

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

Signed

Date

- 1 DEC 1990

CD LIMITED COMPANY

L & A REGISTRARS LIMITED

AD

31 CORSHAM STREET

Post town LONDON

County/Region

Postcode N1 6DR

Country ENGLAND

DO 1 | 5 | 1 | 1 | 9 | 0

Nationality **NA** UK REGISTERED

OC COMPANY REGISTRATION AGENT

OD NONE

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

Signed

Date

- 1 DEC 1990

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**

Delete if the form
is signed by the
subscribers.

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.

CD	
AD	
Post town	
County/Region	
Postcode	Country
DO	Nationality NA
OC	
OD	
I consent to act as director of the company named on page 1	
Signed	Date

Signature of agent on behalf of all subscribers	Date
---	------

for L & A SECRETARIAL LIMITED	
Signed	Date 1 DEC 1990
for L & A REGISTRARS LIMITED	
Signed	Date 1 DEC 1990
Signed	Date
Signed	Date
Signed	Date
Signed	Date

100
THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES



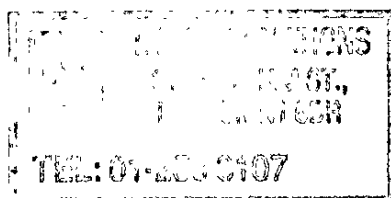
**Memorandum of Association
of**

LANEMILE LIMITED

2571516

1. The Company's name is "LANEMILE LIMITED".
2. The Company's registered office is to be situated England and Wales.
3. The Company's objects are:-

(A) To carry on all or any of the businesses of general merchants and traders manufacturers assemblers distributors importers exporters agents for the sale of and wholesale and retail dealers in goods wares produce products commodities fancy good handicrafts and merchandise of every description to act as agents for and to enter into agreements of all kinds on behalf of such persons firms or companies as may be thought expedient and to negotiate assign mortgage pledge for cash or otherwise any such agreements and the payments due thereunder and any property the subject thereof to carry on all or any of the businesses of mail order specialists credit and discount traders cash and carry traders manufacturers' agents commission and general agents brokers factors warehousemen and agents in respect of raw and manufactured goods of all kinds general railway shipping and forwarding agents and transport contractors to create establish and maintain an organisation for the marketing selling servicing distribution or introduction of the products merchandise goods wares and commodities dealt in or services rendered by any persons firms or companies and to participate in undertake perform and carry out all kinds of commercial trading and financial operations ordinarily performed by import export and general merchants factors shippers agents traders distributors capitalists and financiers either on the Company's own account or otherwise and to open and establish shops stalls stores markets and depots for the sale collection and distribution of the goods dealt in by the Company.



KL: C1A00

BB £500 p10

(B) To carry on any other trade or business of any description which may seem to the Company capable of being advantageously carried on in connection with or ancillary to the other objects of the Company.

(C) To purchase, sell, exchange, improve, rent, let on lease, hire, surrender, license, accept surrenders of and otherwise acquire, deal with and hold any estate or interest in any lands, buildings, easements, rights, privileges, or other property, chattels and effects or any interest or right in relation thereto.

(D) To erect, pull down, repair, alter, develop, construct, lay down, enlarge, maintain or otherwise deal with any buildings, factories, stores, shops, plant and machinery, roads, railways, tramways, sidings, bridges, reservoirs and works necessary or convenient for the Company's business and to contribute to the performance of any of the above.

(E) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company, carrying on or formed to carry on any business which the Company is authorised to carry on or possessed of property of any description suitable to the purposes of the Company, and to pay cash or to issue any shares, stocks, debentures, or debenture stock of the Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.

(F) To apply for, purchase or otherwise acquire and hold or deal in any manner with any patents, licences, concessions, secret processes or other property which may seem to the Company capable of being dealt with by or to be of benefit or convenient to the pursuit of any trade or business of the Company and to grant rights and interests thereout.

(G) To sell, improve, let, licence, develop, manage, turn to account, exchange, grant royalty, share of profits or otherwise, grant easements and other rights in and over and in any other manner deal with or dispose of the undertaking or any part thereof and all or any of the property and assets for the time being of the Company on such terms and for such consideration as the Company may approve.

(H) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may from time to time be determined.

(I) To lend money to any person, firm or company upon such terms and with or without security and subject to such conditions as may from time to time be determined.

(J) To give all kinds of indemnities either with or without the Company receiving any consideration or advantage and to guarantee the payment of the capital or principal (together with any premium) of any debentures, debenture stock, bonds, mortgages, charges, obligations, dividends, securities, moneys or shares or interest thereon, or the performance of any contracts or engagements of any other person, firm or company.

(K) To borrow or raise or secure the payment of money in such manner as shall from time to time be determined for the purposes of or in connection with the Company's trade or business and in particular by the issue of debentures or debenture stock, charged upon all or any of the Company's undertaking or property and by reissuing any debentures at any time paid off, and by becoming a member of any building society.

(L) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present and 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 and subject to such rights, powers, privileges and conditions 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 assurances.

(M) 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 other persons, firms or companies having dealings with the Company or in whose business or undertakings the Company is interested whether directly or indirectly.

(N) To pay for any property or rights of any description acquired by the Company either in cash, by instalments, or otherwise, or fully or partly paid-up shares, either with or without preferred or deferred or other 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 way and partly in another, and generally on such terms as the Company may determine.

(O) To accept payment for any property or rights of any description 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 of any company, either with or without preferred or deferred or other special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or debenture

stock, mortgages or other securities of any company or companies, 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.

(P) To draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, debentures, warrants and other negotiable instruments.

(Q) To purchase, subscribe for, or otherwise acquire and hold shares, stocks, debentures, debenture stock or other interests in or obligations of any other company or corporation.

(R) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which the Company is authorised to carry on.

(S) To establish or promote or join or assist in establishing or promoting any other company or companies for the purpose of acquiring all or any of the assets and liabilities of the Company or for any other purpose the promotion of which shall be in any manner calculated or appear to the Company to advance directly or indirectly the objects or interests of the Company.

(T) To amalgamate with any other company or companies whose objects are or include objects similar to those of the Company or any of them, whether by sale or purchase (for fully or partly paid up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company or companies as aforesaid, with or without winding up or by sale or purchase (for fully or partly paid up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(U) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests, or co-operation with any person, firm or company whose objects are or include objects similar to those of the Company or any of them.

(V) To establish, support and maintain and to aid and procure the establishment, support and maintenance of any non-contributory or contributory pension or superannuation funds or any other trusts or funds calculated to benefit, and give or procure the giving of donations, gratuities, pensions, allowances, or enrolments to any persons who are or were at any time employed by or in the service of the Company (including any Director holding a salaried office or employment in the Company) or of any other company which is for the time being the Company's holding company, or a

subsidiary of the Company (as defined by s.736 of the Companies Act 1985) or the families and dependants of such persons, and to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other companies or persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid.

(W) To subscribe or guarantee money for or organise, assist any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any purpose which may appear to further, whether directly or indirectly, the objects of the Company or the interests of its members or employees.

(X) To pay out of the funds of the Company all costs and expenses of and incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission, and to remunerate any person, firm or company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business. .

(Y) To remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for or make payments to or for the benefit of Directors and ex-Directors of the Company or their families, dependants and connections.

(Z) 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.

(AA) To do all or any of the things authorised by this Memorandum in any part of the world, and either as principals or as agents, trustees, contractors or otherwise, and either alone or in conjunction with others and either by or through agents, trustees, sub-contractors or otherwise.

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

And it is declared that the foregoing objects of the Company shall be separate and distinct objects of the Company, and none of the said objects shall be deemed to be subsidiary to or limited in any way by any other object or objects.

4. The liability of the members is limited.

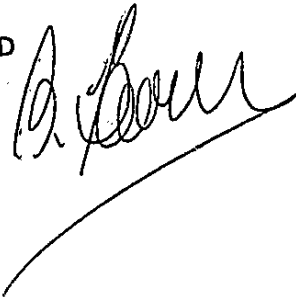
5. The Company's share capital is £100 divided into 100 shares of £1 each.

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 AND ADDRESSES OF SUBSCRIBERS

Number of Shares taken
by each Subscriber

L & A REGISTRARS LIMITED
31 CORSHAM STREET
LONDON
N1 6DR



ONE

L & A SECRETARIAL LIMITED
31 CORSHAM STREET
LONDON
N1 6DR



ONE

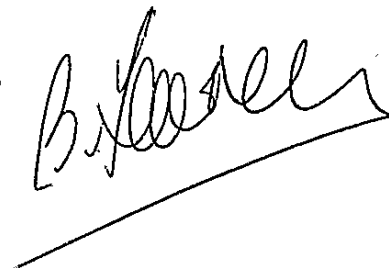
TOTAL SHARES TAKEN:

TWO

DATED: the 1st day of December 1990

Witness to the above Signatures:-

L & A SERVICES LIMITED
31 CORSHAM STREET
LONDON
N1 6DR



THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

Articles of Association
of

LANEMILE LIMITED

PRELIMINARY

1.(1) The Regulations contained in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company save insofar as they are excluded or varied hereby, and such Regulations save as so excluded or varied together with the Articles hereinafter contained shall be the Articles of Association of the Company.

(2) The following Regulations of Table A shall not apply to the Company, namely Regulations 3, 24, 41, 46, 48, 64, 67, 73, 74, 75, 80, 94, 95, 96, 97.

INTERPRETATION

2. The provisions as to the interpretation of Table A contained in Regulation 1 thereof shall apply to the interpretation of these Articles as they apply to the interpretation of Table A.

PRIVATE COMPANY

3. The Company is a private company and accordingly the Company shall not offer, allot or agree to allot any shares in or debentures of the Company to the public with a view to all or any of such shares or debentures being offered for sale to the public, and sections 58(3), 59 and 60 of the Act shall apply for the purposes of this Article as they apply for the purposes of the Act.

4.(1) All unissued shares of the Company, whether forming part of the original or any increased capital shall be under the control of the Directors who may allot, grant options over, offer or otherwise deal with or dispose of them to such persons, including any Directors of the Company, at such times and on such terms and generally in such manner as they think fit;

(2) The Directors are hereby generally and unconditionally authorised to exercise the powers of the Company to allot relevant securities as defined in section 80 of the Act and are empowered to make offers or agreements which would or might require relevant securities as so defined to be allotted after the expiry of such authority;

(3) Unless and until the authority conferred by (2) above is revoked, renewed or varied,

(a) the maximum amount of relevant securities as so defined that may be allotted under such authority shall be the amount of unissued relevant securities in the capital of the Company at the date of the incorporation of the Company;

(b) such authority shall expire on the fifth anniversary of the date of the incorporation of the Company.

REDEMPTION OF SHARES

5. Subject to the provisions of the Act shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder, provided that the terms on which and the manner in which any such redeemable shares shall or may be redeemed shall be specified by Special Resolution before the issue thereof.

LIEN

6. The lien conferred by Regulation 8 of Table A shall also attach to:

(a) fully paid shares;

(b) all shares whether fully paid or not standing registered in the name of any person indebted or under liability to the Company whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

TRANSFER OF SHARES

7. The transferor shall be deemed to remain a holder of any shares which have been or are to be transferred until the name of the transferee is entered in the register of members in respect thereof.

8. The Directors may, in their absolute discretion and without assigning any reason therefore, decline to register the transfer of any share, whether or not it is fully paid.

9.(1) A member (referred to in this Article as "the Transferor") desiring to transfer shares otherwise than to another member shall give notice in writing of such intention to the Directors of the Company giving particulars of the shares in question (referred to in this Article as "the transfer notice");

(2) The transfer notice shall constitute the Directors as agents of the transferor for the sale of the shares included in the transfer notice at the prescribed price (as hereinafter defined) and on the terms hereinafter set out;

(3) The prescribed price shall be such price per share as shall be agreed between the transferor and the Directors or in default of agreement as shall be fixed by the Auditors for the time being of the Company as the fair value thereof; and the cost of the said valuation by the Auditors shall be borne by the Company;

(4) The Directors shall offer the shares included in the transfer notice to the members of the Company (other than the transferor) at the prescribed price, and such offer shall be expressed to be open for acceptance for a period of not more than twenty-eight days;

(5) In the event of competition the shares so offered shall be sold to the members accepting the offer in such proportions (or as nearly as may be and without increasing the number sold to a member beyond the number applied for by him) as their existing holdings bear to the issued share capital of the Company;

(6) The transferor shall be bound upon receipt of the prescribed price to transfer to each member who has accepted the said offer such number of shares included in the transfer notice as such member shall have so accepted;

(7) Where a transferor fails or refuses so to transfer any shares within twenty-eight days after having become so bound so to do the Directors may authorise some person to execute on behalf of and as attorney for the transferor any necessary transfers and may receive the purchase money therefor in trust for the transferor; and in any such case the receipt of the Company shall be a good discharge to the purchaser who shall not be bound to see to the application thereof;

(8) If, at the expiry of the time prescribed for the acceptance of offers under (4) above, any shares included in the transfer notice have not been accepted for purchase by the members or any of them on the terms set out in (4) to (7) above inclusive the transferor shall be at liberty to dispose of so many of such shares as have not been so accepted for purchase in any manner he may think fit within three months from the expiry of the said time prescribed under (4) above.

PROCEEDINGS AT GENERAL MEETINGS

10.(1) If the quorum prescribed by Regulation 40 of Table A is not present within half an hour from the time appointed for the meeting the meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the Directors may determine.

(2) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting one person entitled under Regulation 40 of Table A to be counted in a quorum present at the meeting shall be a quorum.

11.(1) A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded.

(2) A poll may be demanded:-

(a) by the Chairman; or

(b) by a member (present in person or by proxy) having the right to attend and vote at the meeting; or

(c) by a duly authorised representative of a corporation.

(3) The demand for a poll may, before the poll is taken, be withdrawn.

(4) A demand so withdrawn shall not be taken to have invalidated the result of a vote on a show of hands declared before the demand was made.

12. A resolution in writing executed pursuant to Regulation 53 of Table A and which is expressed to be a special resolution or an extraordinary resolution shall have effect accordingly.

VOTES OF MEMBERS

13. There shall be inserted the words "Unless the Directors otherwise determine" before the words "No member shall" in Regulation 57 of Table A which shall be modified accordingly in its application to the Company.

14.(1) The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:-

(a) be deposited at the office or at such other place within the United Kingdom and at such time as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting; or

(b) notwithstanding any provision to the contrary in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting, be deposited with the Chairman 30 minutes before the commencement of the meeting or adjourned meeting and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

(2) Deposit of an instrument of proxy shall not preclude a member from attending and voting at the meeting or at any adjournment thereof.

NUMBER OF DIRECTORS

15.(1) The number of Directors shall be not more than seven but need not exceed one.

(2) 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.

ALTERNATE DIRECTORS

16. An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.

POWERS OF DIRECTORS

17. In addition to and without prejudice to the generality of the powers conferred by Regulation 70 of Table A the Directors may mortgage or charge all the undertaking and property of the Company including the uncalled capital or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

PROCEEDINGS OF DIRECTORS

18. The words "and unless so fixed at any other number shall be two" shall be omitted from Regulation 89 of Table A in its application to the Company.

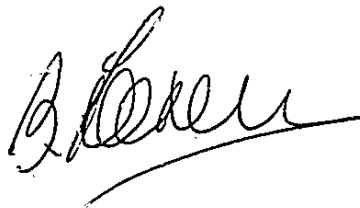
19. For the purposes of Regulation 93 of Table A, the consent of a Director or an alternate Director to a resolution may also be given by giving notice of his approval to the Company by letter, telex, cable or other similar means.

INDEMNITY

20. In addition to the indemnity conferred by Regulation 118 of Table A and subject to the provisions of the Act, every such person as is mentioned in the said Regulation shall be entitled to be indemnified out of the assets of the Company against all expenses, losses or liabilities incurred by him as agent of the Company or for the Company's benefit or intended benefit or in or about the discharge or intended discharge of his duties in relation to the Company.

NAMES AND ADDRESSES OF SUBSCRIBERS

L & A REGISTRARS LIMITED
31 CORSHAM STREET
LONDON
N1 6DR



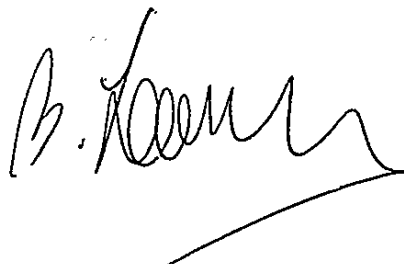
L & A SECRETARIAL LIMITED
31 CORSHAM STREET
LONDON
N1 6DR



DATED: the 1st day of December 1990

Witness to the above Signatures:-

L & A SERVICES LIMITED
31 CORSHAM STREET
LONDON
N1 6DR



FILE COPY



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

No. 2571516

I hereby certify that

LANEMILE 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 3 JANUARY 1991


P. DEVAN

an authorised officer

Number of } 257,1516.....
Company }

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

Special Resolution

OF

LANEMILE LIMITED

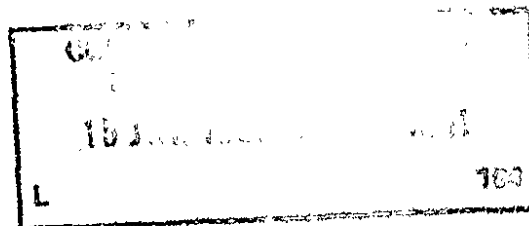
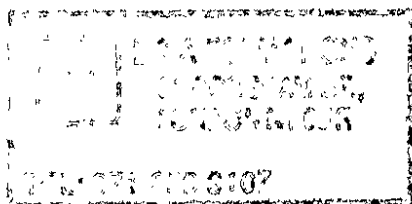
Passed on the 22nd day of March 19 91

AT an EXTRAORDINARY GENERAL MEETING of the above-named
Company, duly convened, and held at 31 Corsham Street
London
N1 6DR

on the 22nd day of March 19 91, the subjoined
SPECIAL RESOLUTION was duly passed, viz.:—

RESOLUTION

That the objects set forth in paragraph 3(A) of the printed document produced
to this meeting, and for the purpose of identification signed by the Chairman
hereof, be approved and adopted as the objects of the Company, in substitution
for, and to the exclusion of all the existing objects thereof, and the Memorandum
of Association be altered accordingly, as attached.



for and on behalf of
L & A SECRETARIAL LIMITED
Signature
DIRECTOR

To be signed by
the Chairman, a
Director, or the
Secretary of the
Company



To carry on all or any of the businesses of setting up owning and operating nursing homes, old peoples' homes and clinics of all kinds, the provision of residential, medical, social, domestic and other facilities and equipment for the recuperation, care, attention, entertainment, enjoyment and well-being of the residents or patients therein and to fit up, furnish and equip any property for the purpose of accommodating sick or convalescent or elderly persons or persons requiring treatment or care of any kind; to provide consultancy services in connection with any such purposes aforesaid and to engage in the marketing of the same or any of them and to keep and publish registers, books, journals, pamphlets and information in any manner in connection therewith; to provide hotels, restaurants and other facilities for permanent or temporary accommodation of any persons; to buy, sell, lease, let on hire and deal in any equipment in connection with any such purposes aforesaid and in all requisites for hospitals, patients and invalids; and to act as merchants generally.

2571516

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

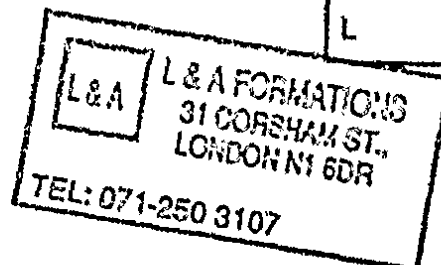
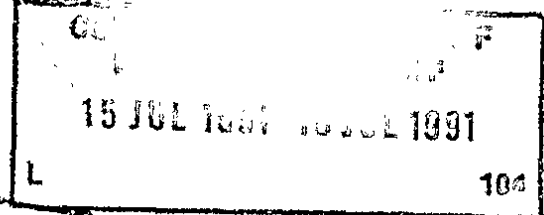
Memorandum of Association
of

LANEMILE LIMITED

(As altered by Special Resolution passed on the 22nd day of March 1991)

1. The Company's name is "LANEMILE LIMITED".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-

To carry on all or any of the businesses of setting up owning and operating nursing homes, old peoples' homes and clinics of all kinds, the provision of residential, medical, social, domestic and other facilities and equipment for the recuperation, care, attention, entertainment, enjoyment and well-being of the residents or patients therein and to fit up, furnish and equip any property for the purpose of accommodating sick or convalescent or elderly persons or persons requiring treatment or care of any kind; to provide consultancy services in connection with any such purposes aforesaid and to engage in the marketing of the same or any of them and to keep and publish registers, books, journals, pamphlets and information in any manner in connection therewith; to provide hotels, restaurants and other facilities for permanent or temporary accommodation of any persons; to buy, sell, lease, let on hire and deal in any equipment in connection with any such purposes aforesaid and in all requisites for hospitals, patients and invalids; and to act as merchants generally.



(B) To carry on any other trade or business of any description which may seem to the Company capable of being advantageously carried on in connection with or ancillary to the other objects of the Company.

(C) To purchase, sell, exchange, improve, rent, let on lease, hire, surrender, license, accept surrenders of and otherwise acquire, deal with and hold any estate or interest in any lands, buildings, easements, rights, privileges, or other property, chattels and effects or any interest or right in relation thereto.

(D) To erect, pull down, repair, alter, develop, construct, lay down, enlarge, maintain or otherwise deal with any buildings, factories, stores, shops, plant and machinery, roads, railways, tramways, sidings, bridges, reservoirs and works necessary or convenient for the Company's business and to contribute to the performance of any of the above.

(E) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or company, carrying on or formed to carry on any business which the Company is authorised to carry on or possessed of property of any description suitable to the purposes of the Company, and to pay cash or to issue any shares, stocks, debentures, or debenture stock of the Company as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.

(F) To apply for, purchase or otherwise acquire and hold or deal in any manner with any patents, licences, concessions, secret processes or other property which may seem to the Company capable of being dealt with by or to be of benefit or convenient to the pursuit of any trade or business of the Company and to grant rights and interests thereout.

(G) To sell, improve, let, licence, develop, manage, turn to account, exchange, grant royalty, share of profits or otherwise, grant easements and other rights in and over and in any other manner deal with or dispose of the undertaking or any part thereof and all or any of the property and assets for the time being of the Company on such terms and for such consideration as the Company may approve.

(H) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may from time to time be determined.

(I) To lend money to any person, firm or company upon such terms and with or without security and subject to such conditions as may from time to time be determined.

(J) To give all kinds of indemnities either with or without the Company receiving any consideration or advantage and to guarantee the payment of the capital or principal (together with any premium) of any debentures, debenture stock, bonds, mortgages, charges, obligations, dividends, securities, moneys or shares or interest thereon, or the performance of any contracts or engagements of any other person, firm or company.

(K) To borrow or raise or secure the payment of money in such manner as shall from time to time be determined for the purposes of or in connection with the Company's trade or business and in particular by the issue of debentures or debenture stock, charged upon all or any of the Company's undertaking or property and by reissuing any debentures at any time paid off, and by becoming a member of any building society.

(L) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present and 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 and subject to such rights, powers, privileges and conditions 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 assurances.

(M) 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 other persons, firms or companies having dealings with the Company or in whose business or undertakings the Company is interested whether directly or indirectly.

(N) To pay for any property or rights of any description acquired by the Company either in cash, by instalments, or otherwise, or fully or partly paid-up shares, either with or without preferred or deferred or other 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 way and partly in another, and generally on such terms as the Company may determine.

(O) To accept payment for any property or rights of any description 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 of any company, either with or without preferred or deferred or other special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or debenture

stock, mortgages or other securities of any company or companies, 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.

(P) To draw, make, accept, endorse, negotiate, discount, execute and issue promissory notes, bills of exchange, debentures, warrants and other negotiable instruments.

(Q) To purchase, subscribe for, or otherwise acquire and hold shares, stocks, debentures, debenture stock or other interests in or obligations of any other company or corporation.

(R) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which the Company is authorised to carry on.

(S) To establish or promote or join or assist in establishing or promoting any other company or companies for the purpose of acquiring all or any of the assets and liabilities of the Company or for any other purpose the promotion of which shall be in any manner calculated or appear to the Company to advance directly or indirectly the objects or interests of the Company.

(T) To amalgamate with any other company or companies whose objects are or include objects similar to those of the Company or any of them, whether by sale or purchase (for fully or partly paid up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company or companies as aforesaid, with or without winding up or by sale or purchase (for fully or partly paid up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(U) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests, or co-operation with any person, firm or company whose objects are or include objects similar to those of the Company or any of them.

(V) To establish, support and maintain and to aid and procure the establishment, support and maintenance of any non-contributory or contributory pension or superannuation funds or any other trusts or funds calculated to benefit, and give or procure the giving of donations, gratuities, pensions, allowances, or enrolments to any persons who are or were at any time employed by or in the service of the Company (including any Director holding a salaried office or employment in the Company) or of any other company which is for the time being the Company's holding company, or a

subsidiary of the Company (as defined by s.736 of the Companies Act 1985) or the families and dependants of such persons, and to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other companies or persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid.

(W) To subscribe or guarantee money for or organise, assist any national, local, charitable, benevolent, public, general or useful object, or for any exhibition or for any purpose which may appear to further, whether directly or indirectly, the objects of the Company or the interests of its members or employees.

(X) To pay out of the funds of the Company all costs and expenses of and incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission, and to remunerate any person, firm or company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.

(Y) To remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for or make payments to or for the benefit of Directors and ex-Directors of the Company or their families, dependants and connections.

(Z) 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.

(AA) To do all or any of the things authorised by this Memorandum in any part of the world, and either as principals or as agents, trustees, contractors or otherwise, and either alone or in conjunction with others and either by or through agents, trustees, sub-contractors or otherwise.

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

And it is declared that the foregoing objects of the Company shall be separate and distinct objects of the Company, and none of the said objects shall be deemed to be subsidiary to or limited in any way by any other object or objects.

4. The liability of the members is limited.

5. The Company's share capital is £100 divided into 100 shares of £1 each.

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G**COMPANIES FORM No. 224**

224

Notice of accounting reference date
(to be delivered within 9 months of
incorporation)Please do not
write in
this marginPursuant to section 224 of the Companies Act 1985
as inserted by section 3 of the Companies Act 1989Please complete
legibly, preferably
in black type, or
bold block
letteringTo the Registrar of Companies
(Address overleaf)

Company number

2571516

Name of company

LANEMILE LIMITED

*insert full name
of companygives notice that the date on which the company's accounting reference period is to be
treated as coming to an end in each successive year is as shown below:**Important**The accounting
reference date to
be entered along-
side should be
completed as in the
following examples:

Day Month

3 0 0 9

5 April

Day Month

0 5 0 4

30 June

Day Month

3 0 0 6

31 December

Day Month

3 1 1 2

+ Insert

Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed

J R S BRYANT

Designation + SECRETARY Date 15.08.91

Presentor's name address and
reference (if any):J R S BRYANT
ANGLIA SECURE HOMES PLC
CONNAUGHT HOUSE
STEPHENSON ROAD
COLCHESTER ESSEX CO4 4QRFor official use
D.E.B.

Post room

COMPANIES HOUSE
16 AUG 1991

COMPANIES HOUSE

*If you need to contact us regarding
this notice, please quote reference*

THE DIRECTORS
LANEMILE LIMITED
CONNAUGHT HOUSE
STEPHENSON ROAD, SEVERALLS PARK
COLCHESTER
ESSEX CO4 4QR

ARD 1/ 02571516

Date: 7 AUGUST 1991

COMPANIES ACT 1985 (as amended by Companies Act 1989)

This company has until 3/10/91 to specify an accounting
reference date. This may be done on the form 224 overleaf.

Should it not do so, the accounting reference date will
be 31/01 and the first accounts will cover the period
3/ 1/91 to 31/ 1/92

COMPANIES HOUSE
CARDIFF
CF4 3UZ

Tel: Cardiff (0222) 380070

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dti

Companies House is an executive agency within the Department of Trade and Industry

HR102A

COMPANIES ACT 1989

LANEMILE LIMITED

COMPANY NUMBER: 2571516

CERTIFICATE OF SPECIAL RESOLUTION

DATED 23rd September 1991

1. Adoption of new Articles of Association:

"That the Articles of Association annexed marked 'A' and for the purposes of identification signed by the Chairman thereof be and the same are approved as the Articles of Association of the Company in substitution for and the exclusion of all the articles of association of the Company."

.....
BY ORDER OF THE BOARD

Registered office:
Connaught House
Stephenson Road
Severalls Park
Colchester
Essex
CO4 4QR



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THE COMPANIES ACTS 1985-1989
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

LANEMILE LIMITED



PRELIMINARY

1. The regulations contained in Table A in The Companies (Tables A to F) Regulations 1985 (as amended so as to affect companies first registered on the date of the adoption of these Articles) shall, except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the Company to the exclusion of all other regulations or Articles of Association. References herein to regulations are to regulations in the said Table A unless otherwise stated.

SHARE CAPITAL

2. The share capital of the Company at the date of the adoption of these Articles is £1000 divided into 500 "A" Shares of £1 each and 500 "H" Shares of £1 each. The said shares shall carry the respective voting rights and rights to appoint and remove Directors and be subject to the restrictions on transfer hereinafter provided, but in all other respects shall be identical and rank pari passu.

3. The authorised share capital of the Company shall consist only of "A" shares of £1 each and "H" shares of £1 each in equal proportions. The issued share capital of the Company shall always consist of "A" Shares and "H" Shares in such proportions.

4. Subject to Section 80 of the Companies Act 1985, all unissued shares shall be at the disposal of the Directors and Section 89(1) of the Companies Act 1985 shall not apply. Unissued shares in the capital of the Company for the time being may however be issued only in such a manner as to maintain the proportions specified in Article 3 above and so that on each occasion "A" Shares and "H" Shares are issued at the same price and on the same terms as to payment and otherwise. After the first issue of shares made by the Directors, no share of either class shall be issued otherwise than to members holding shares of the same class except with the consent in writing of all the members.

5. Except with the consent in writing of all the members, the powers conferred by Regulations 3 and 35 shall be exercised only in such a manner as to maintain the proportions specified in Article 3 above. Regulations 3 and 35 shall be modified accordingly.

TRANSFER OF SHARES

6.1. Subject to the provisions of Regulation 24 any share may at any time be transferred:-

6.1.1 to a member holding shares of the same class; or

6.1.2 by any corporate member to a company which has acquired in connection with a scheme of amalgamation or reconstruction the whole or the main part of the undertaking

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and assets of such member or to a Member of the Same Group;
or

6.1.3 to any person with the consent in writing of all other members of the Company.

6.2. If while it holds shares in the Company, a Transferee ceases to be a Member of the Same Group as the Transferor from which or whom (whether directly or by a series of transfers under paragraph 6.1.1. and/or paragraph 6.1.2. above) the Relevant Shares were derived, it shall be the duty of the Transferee to notify all the other members in writing that such event has occurred and the Transferee shall be bound (except as all the other members may in writing otherwise determine) to transfer the Relevant Shares to the Transferor or a Member of the Same Group as the Transferor, any such transfer being deemed to be authorised under the foregoing provisions of this Article, but subject to the provisions of Regulation 24.

6.3. For the purposes of this Article:-

6.3.1 "Company" includes any body corporate;

6.3.2 "a Member of the Same Group" in relation to any Company means a company which is for the time being a direct or indirect holding company of that company or a direct or indirect subsidiary of that company or a direct or indirect subsidiary of any such holding company (as such terms are defined in the Companies Act 1985-1989);

6.3.3. "Transferor" means a member which has transferred or proposes to transfer shares to a Member of the Same Group;

6.3.4 "Transferee" means a company for the time being holding shares in consequence (directly or indirectly) of a transfer or series of transfers of shares between Members of the Same Group (the relevant Transferor in the case of a series of such transfers being the first Transferor in such series);

6.3.5 "the Relevant Shares" means and includes (so far as the same remain for the time being held by any person(s) being the holder(s) thereof on the adoption of these Articles or by any person(s) in consequence of a transfer or series of transfers of shares to such person(s) pursuant to paragraph 6.1. of this Article) the shares originally held by or transferred to such person(s) by way of capitalisation or acquired by such person(s) in exercise of any right or option granted or arising by virtue of the holding of the Relevant Shares or any of them or the membership thereby conferred.

6.4. Except in the case of a transfer expressly authorised by the preceding sub-clause or pursuant to Article 28, no transfer of a share shall be registered without the sanction of an effective resolution of the Directors and if such sanction is not given or refused within eight weeks after the transfer is lodged for registration the sanction shall be deemed to have been refused at the expiration of such period and the transferee shall be notified accordingly.

6.5 Except in the case of a transfer of shares expressly authorised by the preceding clauses of this Article (a "Permitted Transfer"), the right to transfer shares or to dispose of any shares or any interest in shares in the Company shall be subject to the following restriction and provisions namely:-

6.5.1. Before transferring or disposing of any shares or any interest in any shares the person proposing to transfer or dispose of the same ("the Proposing Transferor") shall give a notice in writing (a "Transfer Notice") to the Company that he desires to transfer the same. The Transfer Notice shall constitute the Company his agent for the sale of the shares therein mentioned (together with all rights then attached thereto) at the Prescribed Price during the Prescribed Period to any member and shall not be revocable except with the consent of the Directors.

6.5.2 If not more than one month before the date on which the Transfer Notice was given the Proposing Transferor and the Directors shall have agreed a price per share as representing the fair value thereof or as being acceptable to the Proposing Transferor then such price shall be the Prescribed Price (subject to the deduction therefrom of any dividend or other distribution declared or made after such agreement and prior to the said date). Otherwise upon the giving of the Transfer Notice the Directors shall request the Auditors to determine and certify the sum per share considered by them to be the fair value thereof as at the said date and the sum per share so determined and certified shall be the Prescribed Price. The Auditors shall act hereunder at the cost and expense of the Company as experts and not as arbitrators and their determination shall be final and binding on all persons concerned and in the absence of fraud the Auditors shall be under no liability to any such person by reason of their determination or certificate or by anything done or omitted to be done by the Auditors for the purposes thereof or in connection therewith.

6.6 If the Prescribed Price was agreed as aforesaid prior to the said date the Prescribed Period shall commence on such date and expire two months thereafter. If the Prescribed Price was not so agreed the Prescribed Period shall commence on such date and expire two months after the date on which the Auditors shall have notified the Directors of their determination of the Prescribed Price pending which the Directors shall defer the making of the offer hereinafter mentioned.

6.7 All shares included in any Transfer Notice shall first by notice in writing be offered by the Company to all members holding shares of the same class (other than the member to whose shares the Transfer Notice relates or any member who has given a Transfer Notice in respect of any shares or who is bound to give a Transfer Notice in respect of his shares or any of them) for purchase at the Prescribed Price on terms that in case of competition the shares so offered shall (in accordance with but subject to the provisions of the next following paragraph) be sold to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of shares of the same class. Such offer shall limit a time (not being less than 30 days) within which it must be accepted or in default will lapse.

6.8. Any shares not so accepted shall be offered by the Directors (in the case of "A" Shares) to each holder of "H" Shares (other than, if relevant, the member to whose shares the Transfer Notice relates or any member who has given a Transfer Notice in respect of any shares or who is bound to give a Transfer Notice in respect of his shares or any of them) and (in the case of "H" Shares) to

each holder of "A" Shares (other than, if relevant, the member to whose shares the Transfer Notice relates or any member who has given a Transfer Notice in respect of any shares or who is bound to give a Transfer Notice in respect of his shares or any of them) for purchase at the Prescribed Price in the same manner (mutatis mutandis) as set out in paragraph 6.7. above.

6.9 If the Company shall within the Prescribed Period find members ("Purchasers") to purchase the shares concerned or any of them and give notice in writing thereto to the Proposing Transferor he shall be bound, upon payment of the Prescribed Price, to transfer such shares to the respective Purchasers. Every such notice shall state the name and address of the Purchaser and the number of shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the Directors not being less than 60 days nor more than 90 days after the date of such notice, provided that such time shall cease to run for so long as it takes for the Purchaser to obtain any regulatory or other approval for the purchase (which the Purchaser shall use reasonable endeavours to obtain as soon as practicable). Provided that if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer part only of the share concerned this paragraph shall not apply unless the Company shall have found Purchasers for the whole of such shares.

6.10 If a proposing Transferor shall fail or refuse to transfer any shares to a Purchaser hereunder the Directors may authorise some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Proposing Transferor and cause the Purchaser to be

registered as the holder of such shares. The receipt of the Company 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 the Purchaser has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

6.11 If the Company shall not within the Prescribed Period find Purchasers willing to purchase all the shares and gives notice in writing that the Company has no prospect of finding Purchasers of shares, or any of them, the Proposing Transferor at any time thereafter up to the expiration of two months after the Prescribed Period shall be at liberty (subject to the provisions of Regulation 24) to transfer those shares for which the Company has not within the Prescribed Period given notice that it has found (or has given notice that it has no prospect of finding) Purchasers to any person on a bona fide sale at any price not being less than the Prescribed Price (after deducting, where appropriate, any dividend or other distribution declared or made after the date of the Transfer Notice and to be retained by the Proposing Transferor).

Provided that:-

6.11.1 if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer part only of the shares concerned he shall not be entitled hereunder to transfer any of such shares unless in aggregate the whole of such shares are so transferred; and

6.11.2 the Directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for

the consideration stated the transfer without any deduction, rebate or allowance whatsoever to the Purchaser and if not so satisfied may refuse to register the instrument of transfer.

7. No share and no interest in any share shall be held by any member as a bare nominee for or sold or disposed of to any person unless a transfer of such share to such person would rank as a Permitted Transfer. If the foregoing provision shall be infringed the holder of such share shall be bound to give a Transfer Notice in respect thereof.

8.1 For the purpose of ensuring that a transfer of shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice is required to be given hereunder the Directors may from time to time require any 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 regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after 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. If such information or evidence discloses 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.

8.2 In any case where the Directors have duly required a Transfer Notice to be given in respect of any shares and such Transfer

Notice is not duly given within a period of one month, or such longer period as the Directors may allow for the purpose, such Transfer Notice shall (except and to the extent that a Permitted Transfer of any of such shares shall have been lodged) be deemed to have been given on such date after the expiration of the said period as the Directors may by resolution determine and the provisions of the Article relating to Transfer Notices shall take effect accordingly.

PROCEEDINGS AT GENERAL MEETINGS

9.1 Save as herein otherwise provided, the quorum at any General Meeting shall be two or more members present in person or by proxy including one person being or representing a holder of any of the "A" Shares and one person being or representing a holder of any of the "H" Shares. Regulation 40 shall be modified accordingly.

9.2 If any any adjourned meeting such a quorum is not present within ten minutes from the time appointed for the adjourned meeting (or such longer interval as the chairman of the meeting may think fit to allow) the meeting shall be dissolved except that if a meeting to consider a resolution or resolutions for the winding up of the Company and the appointment of a Liquidator be adjourned for want of a quorum and if at such adjourned meeting such a quorum is not present within five minutes from the time appointed for the adjourned meeting, any or more members present in person or by proxy shall constitute a quorum for the purposes of considering and if thought fit passing such resolution or resolutions but no other business may be transacted. Regulation 41 shall be extended accordingly.

10. The chairman at any General Meeting shall not be entitled to a second or casting vote. Regulation 50 shall not apply.

11. In the case of a corporation a resolution in writing may be signed on its behalf by a Director or Secretary thereof or by its duly appointed attorney or duly authorised representative. Regulation 53 shall be extended accordingly.

VOTES BY MEMBERS

12. On a show of hands every member who is present in person shall have one vote, and on a poll every member who is present in person or by proxy shall have one vote for every share of which he is the holder; Provided that (i) no shares of either class shall confer any right to vote upon a resolution for the removal from office of a Director appointed or deemed to have been appointed by holders of shares of the other class, and (ii) if at any meeting any holder of shares is not present in person or by proxy the votes exercisable on a poll in respect of the shares of the same class held by members present in person or by proxy shall be pro tanto increased (fractions of a vote by any member being permitted) so that such shares shall together entitle such members to the same aggregate number of votes as could be cast in respect of all the shares of that class if all the holders thereof were present. Regulation 54 shall not apply.

13. An instrument appointing a proxy (and where it is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof) must either be delivered at such place or one of such places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting (or if no place is so specified, at the

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registered office) at least one hour before the time appointed for holding the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which is to be used or to be delivered to the Secretary (or the chairman of the meeting) on the day and at the place of, but in any event before the time appointed for holding, the meeting or adjourned meeting or poll. An instrument of proxy shall not be treated as valid until such delivery shall have been effected. Regulation 62 shall not apply.

NUMBER OF DIRECTORS

14. The maximum number of Directors shall be four or such other even number as the Company may from time to time by Ordinary Resolution determine. The first Directors shall consist of two persons who shall be designated as "A" Directors (and shall be deemed to have been appointed under Article 16 by the holders of the "A" shares) and two persons who shall be designated as "H" Directors (and shall be deemed to have been appointed under Article 16 by the holders of the "H" Shares). Regulation 64 shall not apply.

ALTERNATE DIRECTORS

15.1. The holders of a majority of any one class of shares may at any time appoint any person (including another Director) to be the alternate Director of any Director of the relevant class and may at any time terminate such appointment. Any such appointment or termination of appointment shall be effected in like manner as provided in Article 16 hereof. The same person may be appointed

as the alternate Director of more than one Director. Regulations 65 to 68 shall not apply.

15.2. The appointment of an alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if the Director of whom he is the alternate ceases to be a Director.

15.3. An alternate Director shall be entitled to receive notices of all meetings of the Directors and of all committees of Directors of which the Director of whom he is the alternate is a member to attend and vote and be counted in the quorum at any such meeting at which the Director of whom he is the alternate is not personally present and generally to perform all the functions of the Director of whom he is the alternate in his absence and the provisions of these Articles shall apply as if he were a Director of the relevant class. If he shall be himself a Director or shall attend any such meeting as an alternate for more than one Director his voting rights shall be cumulative.

APPOINTMENT AND REMOVAL OF DIRECTORS

16. The holders of a majority of either class of shares may from time to time appoint any person to be a Director, but so that no more than one-half of the maximum number of Directors for the time being authorised shall at any one time hold office by virtue of appointment by holders of shares of any one class. In these Articles the expression "A" Director and "H" Director respectively designate Directors according to the class of shareholders a majority of which have appointed or are deemed to have appointed them. The Directors shall not be subject to retirement by rotation. Regulations 73 to 80 shall not apply.

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17. The office of a Director shall be vacated in any of the events specified in Regulation 81 and also if he shall be removed from office by the holders or a majority of the relevant class of shares or shall in writing offer to resign and the Directors shall resolve to accept such offer.

18. Any such appointment or removal by the holders of a majority of the relevant class of shares shall be in writing served on the Company and signed by the holders of a majority of the issued "A" shares or "H" Shares (as the case may be). In the case of a corporation such document may be signed on its behalf by a Director or the Secretary thereof or by its duly appointed attorney or duly authorised representative.

REMUNERATION OF DIRECTORS

19. Any Director who served on the committee, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, commission or otherwise as the Directors may determine. Regulation 82 shall be extended accordingly.

MANAGING DIRECTORS

20. No Managing Director shall be appointed and Regulation 84 shall be modified accordingly.

PROCEEDINGS OF DIRECTORS

21. The quorum for a meeting of the Directors shall throughout the meeting be at least one "A" Director and one "H" Director. Regulation 89 shall not apply.

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22. No Director shall be appointed otherwise than as provided in those Articles. Regulation 90 shall be modified accordingly.

23. A committee of the Directors shall include at least one "A" Director and one "H" Director and the quorum for a meeting of any such committee shall throughout the meeting be at least one "A" Director and one "H" Director.

24. All business arising at any meeting of the Directors or of any committee of the Directors shall be determined only by resolution and no such resolution shall be effective unless carried by a majority including at least one "A" Director and at least one "H" Director. The Chairman shall not be entitled to a second or casting vote. Regulation 88 shall be modified accordingly.

25. On any matter in which a Director is in any way interested he may nevertheless vote and be taken into account for the purposes of a quorum and (save as otherwise agreed) may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him thereunder or in consequence thereof. Regulations 94 to 98 shall be modified accordingly.

CAPITALISATION OF PROFITS AND RESERVES

26. The Directors may, with the sanction of an Ordinary Resolution of the Company, capitalise any sum standing to the credit of any of the Company's reserve accounts (including Share Premium Account and Capital Redemption Reserve) or any sum standing to the credit of profit and loss account by appropriating such sum to the holders of "A" Shares and "H" Shares in the proportions in which such sum would have been divisible amongst

them had the same been a distribution of profits by way of dividend and:-

26.1. on behalf of the holders of "A" Shares applying that part of such sum distributable amongst them in paying up in full unissued "A" shares for allotment and distribution credited as fully paid up to and amongst them; and

26.2. on behalf of the holders of "H" Shares applying that part of such sum distributable amongst them in paying up in full unissued "H" Shares for allotment and distribution credited as fully paid up to and amongst them;

in the proportion aforesaid. The Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the Directors to make such provisions as they think fit for the case of shares becoming distributable in fractions (including provisions whereby the benefit of fractional entitlements accrues to the Company rather than to the members concerned). The Directors may authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for any such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned. Regulation 110 shall not apply.

INDEMNITY

27 Subject to the provisions of and so far as may be permitted by law, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by 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 including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted by him by the Court. Regulation 118 shall not apply.

DOMESDAY

28.1 For the purpose of this Article:-

28.1.1 Reference to a Principal Holder of "A" Shares (or "H" Shares) shall mean and include any person or persons together holding in aggregate not less than 90 per cent. of the "A" Shares (or "H" Shares) for the time being in issue;

28.1.2 the expression "Fair Value" shall mean fair value in the open market as between a willing seller and a willing buyer thereby acquiring control of the Company and for such purpose the "A" Shares and the "H" Shares shall be regarded as being of equal value; and

28.1.3 the expression "Control" has the same meaning as in Section 840 of the Income and Corporation Taxes Act 1988.

28.2 Except when the procedures laid down in this Article are already in course of operation, a Principal Holder of "A" Shares may at any time give to the Company (sending copies to all the holders of the "H" Shares and any other holders of "A" Shares) notice in writing that he wishes to bring into operation the

provisions of this Article. If within 90 days after the service of such notice on the Company agreement shall not have been reached between Principal Holders of "A" Shares and "H" Shares for the sale and transfer of some or all of the "A" Shares or of the "H" Shares and notification of such agreement give to the Company the Auditors for the time being of the Company shall be requested by the Secretary to determine and certify the sum per share considered by them to be the Fair Value of the "A" Shares and "H" shares as at the date of service of the said notice. Upon the Auditors notifying the Company of their determination the Secretary shall give notice in writing of the Fair Value so determined to the holders of the "A" Shares and the "H" Shares and thereupon the following provisions shall have effect:-

28.2.1. A Principal Holder of "H" Shares shall have the right for a period of 90 days after the service of such notice to elect to purchase at the Fair Value determined as aforesaid the whole (but not some only) of the issued "A" Shares not already owned by him. In order to exercise such right such Principal Holder shall give notice in writing of such election to the Company whereupon the Secretary shall notify all the holders of the "A" Shares.

28.2.2 If such right of election shall not be exercised during the said period a Principal Holder of "A" Shares shall have the right during a further period of 90 days to elect to purchase at the Fair Value determined as aforesaid the whole (but not some only) of the issued "H" Shares not already owned by him. In order to exercise such right such Principal Holder shall give notice in

writing of such election to the Company whereupon the Secretary shall notify all the holders of the "H" Shares.

28.3. Paragraph 28.2. of this Article shall also apply as if all references to "A" shares were to "H" shares and vice versa

28.4. For the purposes of the foregoing the following ancillary provisions shall apply:-

28.4.1. In determining and certifying the Fair Value of the "A" Shares and "H" Shares the Auditors shall act at the cost and expense of the Company as experts and not as arbitrators and their determination shall be final and binding and in the absence of fraud the Auditors shall be under no liability to any member or former member or other person interested or formerly interested in any shares of the Company by reason of their determination or anything done or omitted by the Auditors for the purposes thereof or in connection therewith.

28.4.2 If any such right of election as aforesaid shall be exercised then upon any member receiving notice from the Company of an election to acquire his "A" Shares (or "H" Shares) he shall subject to the obtaining of any consent required by the Proposing Transferor or the Purchaser by law or under the rules of any relevant Stock Exchange (a "Consent") be bound upon payment of the Fair Value to sell and transfer such Shares to the Principal Holder of Shares of the other class exercising such right of election or to any members holding shares of such other class as nominated by such Principal Holder for the purpose.

28.4.3 If (after any Consent is obtained, which the Proposing Transferor and the Purchaser shall be bound to use all reasonable endeavours to secure as soon as reasonably practicable)

any such member shall fail or refuse to transfer Shares as hereinbefore required the Directors may authorise some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for him and cause the transferee or transferees to be registered as the holder of such Shares. The receipt of the Company for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof) and on registration of a transfer in exercise or purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

28.4.4 The Directors shall not have power to refuse to register any transfer of Shares effected in accordance with the provisions of this Article.

28.5 If the procedures hereinbefore provided are brought into operation and rights of election arise but neither is exercised within the period laid down therefor either a Principal Holder of the "A" Shares or a Principal Holder of the "H" Shares may at any time within 30 days after the expiration of the second such period by notice in writing addressed to the Directors and lodged at the registered office require them to convene a General Meeting for the purpose of winding up the Company. The Directors shall within 30 days thereafter convene such Meeting to be held within one month, having first (if practicable) made a declaration of solvency. At such Meeting or any adjournment thereof no member shall be entitled to vote otherwise than in favour of the resolution for the winding up of the Company unless all members present in person or by proxy otherwise agree. If such Meeting

shall be adjourned any one or more members shall constitute a quorum at the adjourned Meeting.

COMPANIES ACT 1989

LANEMILE LIMITED

COMPANY NUMBER: 2571516

CERTIFICATE OF SPECIAL RESOLUTION

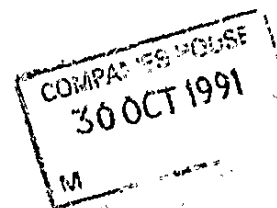
DATED 23rd September 1991

1. Increase of authorised share capital:

"That the authorised share capital of the Company be increased to £1,000 by the creation of 900 Ordinary shares of £1 each."

.....
BY ORDER OF THE BOARD

Registered office:
Connaught House
Stephenson Road
Severalls Park
Colchester
Essex
CO4 4QR



G

COMPANIES FORM No. 123

**Notice of Increase
in nominal capital****123**Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

--	--	--	--

2571516

Name of company

* LANEMILE LIMITED

* insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 23RD SEPTEMBER 1991 the nominal capital of the company has been
increased by £ 200 beyond the registered capital of £ 100.

A copy of the resolution authorising the increase is attached.†

‡ the copy must be
printed or in some
other form approved
by the registrar

The conditions (e.g. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follow:

THE INCREASED SHARE CAPITAL IS RECLASSIFIED INTO 500 'A' ORDINARY SHARES OF £1 EACH AND 500 'H' ORDINARY SHARES OF £1 EACH. THE SAID SHARES SHALL CARRY THE RESPECTIVE VOTING RIGHTS AND RIGHTS TO APPOINT AND REMOVE DIRECTORS AND BE SUBJECT TO THE RESTRICTIONS ON TRANSFER PROVIDED WITHIN THE NEW ARTICLES OF ASSOCIATION ADOPTED ON 23RD SEPTEMBER 1991 BUT IN ALL OTHER RESPECTS SHALL BE IDENTICAL AND RANK PARI PASSU.

† Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed/

J R S BRYANT

COMPANY SECRETARY

Designation‡

Date 24th October 1991Please tick here if
continued overleaf☐Presenter's name address and
reference (if any):

J R S Bryant Esq
Anglia Secure Homes PLC
Connaught House
Severalls Park
Colchester Essex CO4 4QR

For official Use
General Section

Post room



COMPANIES ACT 1989

LANEMILE LIMITED

COMPANY NUMBER: 2571516

CERTIFICATE OF SPECIAL RESOLUTION

DATED 23rd September 1991

1. Conversion of authorised share capital:

"That the existing 1,000 Ordinary shares of £1 each be reclassified and divided into 500 A Ordinary shares of £1 each and 500 H Ordinary shares of £1 each."

.....
BY ORDER OF THE BOARD

Registered office:
Connaught House
Stephenson Road
Severalls Park
Colchester
Essex
CO4 4QR



Private & Confidential

STOY HAYWARD

A member of Horwath International

8 Baker Street
London W1M 1DA

Tel 071-486 5888
Fax 071-487 3680
Telex 267716 Horwat G
DDX9025 West Lond W1

The Directors
Lanemile Limited
Connaught House
Stephenson Road
Severalls Park
Colchester
Essex CO4 4QR

Horwath

2 July 1992

67/ID/A918

Dear Sirs

2571516

LANEMILE LIMITED

We write to confirm our resignation as auditors of the above named company with effect from the date of this letter.

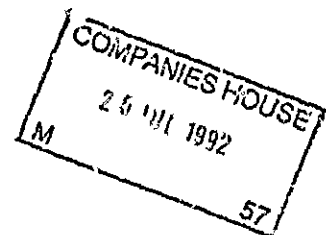
As required by Section 394 of the Companies Act 1985 there are no circumstances connected with our resignation which we consider should be brought to the attention of members and/or creditors of the company. We will also be submitting a copy of this statement to the Registrar of Companies as required by Section 394.

Yours faithfully

Stoy Hayward

STOY HAYWARD

cc Registrar of Companies



Stoy Hayward - London Firm

Partners PA Higgs AH Martin GA Auger JJ Barker SB Benaim S Bevan AH Bogod P Chidgey A Cinnamon RJ Cunniff GP Cohen M Cohen PR Copp
BPP Cotton EPP Darnell SJ Davis DI Dover KD Foran BS Friedman SP Greene M Gumberg MR Ham OR Harris I Harvey D Hastings W H. Jones RS Hesketh
R Hickling RW Hugley D Hutchings MAB Jones PR Johnson WA Kenyon-Smith PC Leach G MacGregor DM MacIntyre IS Melton P Newman AS Parkinson
PJ Parker AJ Perkins PV Robinson PW Ruston SW Sax HM Scott R Shaw DJ Shrimpton P H Smith RM Sopher T Spencer TD Sullivan AT Supperstone
NF Taithe AJ Waters RW Watson SW Whitaker CJ Williams Consultants P S. Williams

Stoy Hayward (Incorporated in England) Limited, 100 Broad Street, London EC2, United Kingdom. Registered in England. No. 1001001001.

Authorized by the Institute of Chartered Accountants in England & Wales to carry on the business of auditors.