

**FILE COPY**



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

Company No. 5773905

The Registrar of Companies for England and Wales hereby certifies that  
**CARING 4 CROYDON LIMITED**

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

Given at Companies House, London, the 7th April 2006



\*N05773905N\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —



Companies House

for the record

12

Please complete in typescript,  
or in bold black capitals.

CHWP000

## Declaration on application for registration

05773905

Company Name in full

CARING 4 CROYDON LIMITED

I, IAIN STUART CATHCART

of 26 WOODSIDE HOUSE, WOODSIDE, LONDON SW19 7QN

† Please 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 40 of the Companies Act 1985~~ and that all the requirements of the Companies Act 1985 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 Statutory Declarations Act 1835.

Declarant's signature

Iain S. Cathcart.

Declared at

48, HIGH STREET, WIMBLEDON SW19

Day Month Year

On

08 04 2006

• Please print name.

before me •

ANDREW MARC STEPHENS

Signed

Andrew Marc Stephens

Date

6/4/6

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

SHADBOLT & CO LLP

OLD CHANGE HOUSE, 128 QUEEN VICTORIA STREET, LONDON

EC4V 4HR

Tel 020 7332 5750

DX number

DX exchange



LDI  
COMPANIES HOUSE

67  
07/04/2006

Form revised 10/03

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff  
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB  
for companies registered in Scotland

DX 235 Edinburgh  
or LP - 4 Edinburgh 2



Companies House

for the record

10

Please complete in typescript,  
or in bold black capitals.

CHWP000

Notes on completion appear on final page

**First directors and secretary and intended situation of  
registered office**

05773905

**Company Name in full**

CARING 4 CROYDON LIMITED

**Proposed Registered Office**

(PO Box numbers only, are not acceptable)

SHADBOLT & CO LLP, OLD CHANGE HOUSE

128 QUEEN VICTORIA STREET

Post town

LONDON

County / Region

GREATER LONDON

Postcode

EC4V 4HR

If the memorandum is delivered by an agent  
for the subscriber(s) of the memorandum  
mark the box opposite and give the agent's  
name and address.

☐

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

You do not have to give any contact  
information in the box opposite but if  
you do, it will help Companies House  
to contact you if there is a query on  
the form. The contact information  
that you give will be visible to  
searchers of the public record.

SHADBOLT & CO LLP

OLD CHANGE HOUSE, 128 QUEEN VICTORIA STREET

LONDON EC4V 4HR

Tel 020 7332 5750

DX number

DX exchange



LDI  
COMPANIES HOUSE

\*LJQSFED3\*  
68  
07/04/2006

v 10/03

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for companies registered in Scotland

DX 235 Edinburgh  
or LP - 4 Edinburgh 2

## Company Secretary (see notes 1-5)

\* Voluntary details

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Company name CARING 4 CROYDON LIMITED

NAME \*Style / Title

\*Honours etc

Forename(s) IAIN STUART

Surname CATHCART

Previous forename(s)

Previous surname(s)

Address ††

26 WOODSIDE HOUSE

WOODSIDE

Post town WIMBLEDON

County / Region GREATER LONDON

Postcode SW19 7QN

Country UNITED KINGDOM

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

Consent signature

Iain S. Cathcart

Date

6/4/2006

## Directors (see notes 1-5)

Please list directors in alphabetical order

NAME \*Style / Title

\*Honours etc

Forename(s) TIMOTHY JOCELYN GEORGE

Surname BALL

Previous forename(s)

Previous surname(s)

Address ††

THE RED HOUSE

RUSHLAKE GREEN

Post town NR HEATHFIELD

County / Region EAST SUSSEX

Postcode TN21 9QE

Country UNITED KINGDOM

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Day Month Year

05 10 1967

Nationality BRITISH

Date of birth

Business occupation

SOLICITOR

Other directorships

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

Consent signature

Timothy Ball

Date

6 April 2006

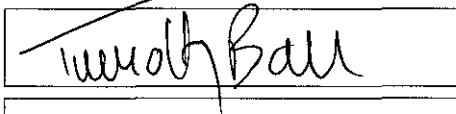
## Directors (see notes 1-5)

Please list directors in alphabetical order

<b>NAME</b>	<b>*Style / Title</b>	<input type="text"/>	<b>*Honours etc</b>	<input type="text"/>
<b>* Voluntary details</b>		<b>Forename(s)</b> <input type="text"/>		
		<b>Surname</b> <input type="text"/>		
		<b>Previous forename(s)</b> <input type="text"/>		
		<b>Previous surname(s)</b> <input type="text"/>		
<b>Address</b> <sup>††</sup>		<input type="text"/>		
<input type="checkbox"/>		<input type="text"/>		
		<b>Post town</b> <input type="text"/>		
		<b>County / Region</b> <input type="text"/>	<b>Postcode</b>	<input type="text"/>
		<b>Country</b> <input type="text"/>		
<b>Date of birth</b>		<b>Day</b> <input type="text"/>	<b>Month</b> <input type="text"/>	<b>Year</b> <input type="text"/>
		<b>Nationality</b>		<input type="text"/>
<b>Business occupation</b>		<input type="text"/>		
<b>Other directorships</b>		<input type="text"/>		
		<input type="text"/>		
I consent to act as director of the company named on page 1				
<b>Consent signature</b>		<input type="text"/>		<b>Date</b> <input type="text"/>

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).

Signed



Date

6 April 2006

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

100057

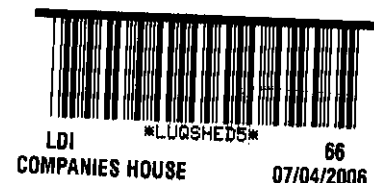
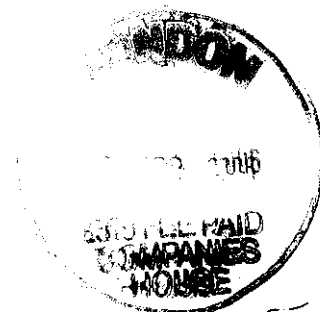
**THE COMPANIES ACTS 1985-1989**

Company limited by shares

**MEMORANDUM OF ASSOCIATION**

of

**CARING 4 CROYDON LIMITED**



- 1 The Company's name is CARING 4 CROYDON LIMITED.
- 2 The company's registered office is to be situate in England and Wales.
- 3 The Company's objects are as follows.
  - (a) The Company's objects are to carry on business as a general commercial company.

Without prejudice to the generality of the objects and powers of the Company derived from s.3A of the Companies Act 1985 (as inserted by Companies Act 1989), the Company has the objects set out in the remaining sub-clauses of this clause.
  - (b) To carry on any other business of any description which may be capable of being advantageously carried on in connection with or ancillary to the objects of the Company or any of them.
  - (c) To purchase, sell, exchange, improve, mortgage, charge, rent, let on lease, hire, surrender, licence, accept, surrenders of and otherwise acquire and deal with any freehold, leasehold or other property, chattels and effects, erect, pull down, repair, alter, develop or otherwise deal with any building or buildings and adapt the same for the purposes of the Company's business.
  - (d) To purchase or otherwise acquire all or any part of the business or assets of any pension, firm or company, carrying on or formed to carry on any business which the Company is authorised to carry on or possessed or property 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.
  - (e) To apply for, purchase or otherwise acquire any patents, licences or concessions which may be capable of being dealt with by the Company, or be deemed to benefit the Company and to grant rights thereout.
  - (f) To sell, let, licence, develop, or otherwise deal with the undertaking, or all or any part of the property or assets of the Company, upon such terms as the Company may approve, with power to accept shares, debentures or securities of, or interests in, any other company.
  - (g) To invest and deal with the monies of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may seem expedient.
  - (h) To lend money to such persons, upon such terms and with or without security and subject to such conditions as may seem desirable.

- (i) To borrow and raise money, and to secure or discharge any debt, obligation or liability, in any manner on any terms and for any purposes whatsoever, and in particular (without derogation from the generality of the foregoing) to secure any debt, obligation or liability by mortgages of or charges upon all or any part of the undertaking, real and personal property, assets, rights and revenues (present or future) and uncalled capital of the Company and/or by the creation and issue on any terms of debentures, debenture stock or other securities of any description.
- (j) To enter into any guarantee, bond, contract of indemnity or suretyship and otherwise give security or become responsible for the performance of any obligations or the discharge of any liabilities by any person, firm, association, body or company in any manner on any terms and for any purposes whatsoever, whether with or without the Company receiving any consideration or advantage and whether or not in furtherance of the attainment of any other object of the Company and in particular (without derogation from the generality of the foregoing) to guarantee, support and/or secure, by personal covenant or by mortgaging or charging all or any part of the undertaking, real and personal property, assets and revenues (present and future) and uncalled capital of the Company, or by both such methods, or in any other manner whatsoever, the payment or repayment of any monies secured by, or payable under or in respect of, any debts, obligations or securities whatsoever and the discharge of any liabilities whatsoever, including but not limited to those of any company which is for the time being a parent undertaking or subsidiary undertaking (as defined in each case by s.258 of the Companies Act 1985, as inserted by s.21 of the Companies Act 1989) of the Company or is otherwise associates with the Company in business and to enter into partnerships or any joint purse arrangements with any person, firm, association, body or company having for its objects similar objects to those of the Company or any of them.
- (k) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures, warrants and other negotiable documents.
- (l) To purchase, subscribe for, or otherwise acquire and hold shares, stock or other interests in, or obligations of any other company or corporation.
- (m) To remunerate any person 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.
- (n) To pay out of the funds of the Company all costs and expenses of or incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission.
- (o) To promote or aid in the promotion of any company or companies for the purpose of acquiring all or any of the property rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to advance the interests of the Company.
- (p) To establish and support and aid in the establishment and support of funds or trusts calculated to benefit employees or ex-employees of the Company (including any director holding a salaried office or employment in the Company) or the dependants or connections of such persons and to grant pensions and allowances to any such person.
- (q) 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 dependants or connections.

- (r) To distribute any property of the Company in specie among the members.
- (s) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

It is declared that the foregoing sub-clauses shall be construed independently of each other and none of the objects therein mentioned shall be deemed to be merely subsidiary to the objects contained in any other sub-clause.

- 4 The liability of the members is limited.
- 5 The Company's share capital is £100 divided into 100 shares of £1.00 each, with power to increase or to divide the shares in the capital for the time being, into different classes having such rights, privileges and advantages as to voting and otherwise, as the articles of association may from time to time prescribe.



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
---------------------------------------	--

TIMOTHY BALL

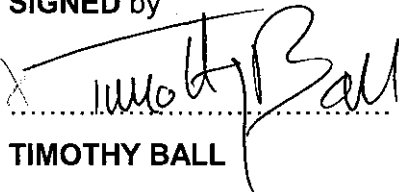
TOTAL SHARES TAKEN

The Red House  
Rushlake Green  
Nr Heathfield  
East Sussex  
TN21 9QE

One

Dated this 6<sup>th</sup> day of April 2006.

SIGNED by

X 

TIMOTHY BALL

WITNESS to the above signature:

Name: IAIN CATCHEAT



Address: 26 WOODSIDE HOUSE, WOODSIDE, WIMBORNE SW19 7QN

Occupation: SOLICITOR.

# THE COMPANIES ACTS 1985-1989

Company limited by shares

## ARTICLES OF ASSOCIATION

of

### CARING 4 CROYDON LIMITED

#### **1 Preliminary**

- 1.1 The regulations constituting Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended and for the time being in force (Table A) apply to CARING 4 CROYDON LIMITED (the Company) except in so far as they are excluded or varied by these articles.
- 1.2 Words and expressions defined in Regulation 1 of Table A have the same meanings in these articles where the context admits.
- 1.3 Regulations 2, 3, 8, 24, 41, 46, 54, 64, 66, 73–80, 84, 94 and 118 of Table A do not apply to the Company.
- 1.4 The Company is a private company and no shares or debentures of the Company may be offered to the public.

#### **2 Share capital**

- 2.1 The share capital of the Company is £100 divided into 100 ordinary shares of £1.00 each.
- 2.2 Subject to the provisions of the Act and without prejudice to the rights attached to any existing shares, any share may be issued with or have attached to it such rights or restrictions as the Company may by special resolution determine.
- 2.3 In accordance with and subject to the provisions of Part V of the Act the Company may:
  - 2.3.1 issue shares that are to be redeemed or are liable to be redeemed at the option of the Company or holder;
  - 2.3.2 purchase its own shares (including any redeemable shares); and/or
  - 2.3.3 make a payment in respect of the redemption or purchase of any of its own shares as authorised by these articles otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

#### **3 Lien**

The Company shall have a first and paramount lien on all shares whether fully paid or not registered (whether as sole registered holder or as one of two or more joint holders) in the name of any person indebted or under liability to the Company for all moneys presently payable by him or his estate to the Company. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation.

#### **4 Transfer of shares**

The directors may refuse to register the transfer of any share which is not a fully paid share to a person of whom they do not approve and they may refuse to register the transfer of a share on which the Company has a lien.

#### **5 Proceedings at general meetings**

5.1 If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting is adjourned to such day and at such time and place as the directors may determine and if a quorum is not present within half an hour from the time appointed for the adjourned meeting the meeting is dissolved.

5.2 A poll may be demanded at any general meeting by any member present in person or by proxy and entitled to vote.

#### **6 Votes of members**

Subject to any rights or restrictions attached to any shares and to any other provisions of these articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member who is present or by proxy shall have one vote for every share of which he is the holder.

#### **7 Number of directors**

Unless otherwise determined by ordinary resolution, the number of directors is not subject to any maximum. The minimum number of directors is one.

#### **8 Alternate directors**

8.1 An alternate director may act as alternate director to more than one director and is entitled at a meeting of the directors or of a committee of the directors to one vote for every director that he acts as alternate director for in addition to his own vote (if any) as a director of the Company, but an alternate director counts as only one director in determining whether a quorum is present.

8.2 An alternate director is entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member; to attend and vote at any such meeting at which the director appointing him is not personally present; and generally to perform all the functions of his appointor as a director in his appointor's absence. But it is not necessary to give notice of such a meeting to an alternate director who is absent from the UK.

8.3 Unless otherwise determined by ordinary resolution of the Company, an alternate director is not entitled to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice to the Company direct and the Company may pay all travelling, hotel and other expenses properly incurred by an alternate director in connection with attendance at meetings of directors or of committees of directors or otherwise in connection with the business of the Company.

#### **9 Powers of directors**

9.1 The directors are generally and unconditionally authorised for the purposes of section 80 of the Act for a period of five years from the date of incorporation of the Company to allot all or any of the unissued shares of the Company. The maximum aggregate nominal amount of ordinary shares that may be

allotted is the remaining unissued share capital of the Company for the time being. This authority may be varied or revoked by ordinary resolution of the Company.

- 9.2 The directors are authorised in accordance with section 91 of the Act to allot shares of the Company as if section 89(1) of the Act did not apply to the allotment. This power will expire on the date the section 80 authority to which it relates is revoked or (if not renewed) expires, except that the directors may after such date allot securities pursuant to any offer or agreement to do so made before such date.

## **10 Appointment and retirement of directors**

- 10.1 The directors are not subject to retirement by rotation.

- 10.2 No person shall be appointed a director at any general meeting unless:

10.2.1 he is recommended by the directors; or

10.2.2 not less than 14 or more than 35 clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment stating the particulars which would, if he were so appointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed.

- 10.3 Not less than seven nor more than 28 clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the directors for appointment as a director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment as a director. The notice shall give particulars of that person which would, if he were so appointed, be required to be included in the Company's register of directors.

- 10.4 Subject as aforesaid the Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.

- 10.5 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any maximum number of directors that may be fixed by ordinary resolution.

## **11 Directors' appointments and interests**

Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made on such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate (unless the terms of his appointment provide otherwise) if he ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and Company.

## 12 Proceedings of directors

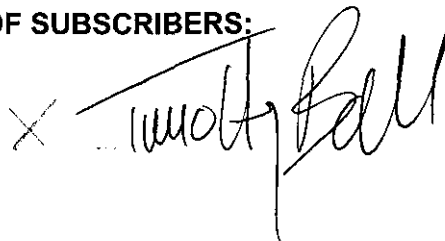
- 12.1 A person may participate in a meeting of the directors or of a committee of directors by means of electronic communication provided that throughout the meeting all persons participating in the meeting are able to communicate interactively and simultaneously with all other parties participating in the meeting notwithstanding accidental disconnection of the means of electronic communication during the meeting. Participation in a meeting in this manner is deemed to constitute presence in person at the meeting.
- 12.2 Subject to disclosure in accordance with section 317 of the Act, a director is entitled to vote at any meeting of the directors or of a committee of directors on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company, and in relation to any such resolution (whether or not he votes on the same) he is to be taken into account in calculating the quorum present at the meeting.

## 13 Indemnity

- 13.1 Subject to section 310 of the Act, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities incurred by him in the execution of his duties or in relation to them, including any liability incurred by him in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted or in connection with any application under section 144(3) or (4) or section 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 his duties or in relation to them.
- 13.2 Pursuant to section 310(3) of the Act the Company may purchase and maintain indemnity insurance cover for any director, officer or auditor of the Company and such indemnity insurance cover extends to former directors and officers of the Company.

## NAME AND ADDRESS OF SUBSCRIBERS:

**TIMOTHY BALL**  
The Red House  
Rushlake Green  
Nr Heathfield  
East Sussex  
TN21 9QE

X 

Dated this 6<sup>th</sup> day of April 2006.

**WITNESS** to the above signature:



Name: IAN CUNNIFF

Address: 26 WOODSIDE HOUSE, WOODSIDE, WINDSOR, WINDSOR SL19 7AN

Occupation: CONTRACTOR