

THURSDAY



A04 \*A10V4SHS\* 19/01/2012 #161  
COMPANIES HOUSE

THE COMPANIES ACT 1985  
A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

ABBEY HOME CARE AGENCY LIMITED

4694798

- 1 The name of the Company is "Abbey Home Care Agency Limited"
- 2 The registered office of the Company will be situated in England or Wales
- 3 The liability of the members is limited
- 4 The Share Capital of the Company is £1000 divided into 1000 Shares of £1 each, with power to increase or 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 several persons whose names, addresses and descriptions are subscribed, wish to be formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names

Names, addresses and descriptions of Subscribers	Number of shares taken by each subscriber
YVONNE SHELLEY WAYNE 40 BURLINGTON RISE EAST BARNET HERTS EN4 8NN  EXECUTIVE	ONE

DATED

WITNESS to the above signatures

Anthony Hayman  
40 Burlington Rise  
East Barnet  
Herts, EN4 8NN

CONSULTANT

Company Number: 04694798

COMPANIES ACTS 1985 and 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

(Adopted by special resolution passed on 9 April 2009)

OF

ABBEY HOME CARE AGENCY LIMITED (the "Company")

**1 PRELIMINARY**

1.1 The regulations ("Regulations") contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended) ("Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company

**1.2 In these Articles**

1.2.1 any reference to provisions of the Companies Act 1985 or the Companies Act 2006 includes any statutory modification or re-enactment thereof for the time being in force;

1.2.2 "Investor" shall mean August Equity Partners II A and any other person for the time being holding shares of any class in the Ultimate Holding Company who has agreed to be bound by the investment agreement dated 19 May 2008 made between the Ultimate Parent Company (1), Thames Valley Acquisition Limited, (2) the Managers (3), August Equity Partners II A (4) and August Equity LLP (5), as amended, supplemented, adhered to or restated to, from time to time, as an "Investor" (as defined therein),

1.2.3 "Investor Director" shall mean a director appointed pursuant to Article 17.1 of the Ultimate Parent Company's articles of association,

1.2.4 "Investor Group" shall mean, in relation to any corporate Investor, that Investor and its associated companies from time to time,

1.2.5 "Holding Company" shall mean a company which is the registered holder of not less than 90% of the issued shares in the capital of the Company, and

1.2.6 "Ultimate Holding Company" shall mean Enara Group Limited

**2 SHARE CAPITAL**

2.1 The share capital of the Company at the date of adoption of these Articles is £1,000 divided into 1,000 ordinary shares of £1 each

2.2 Subject to Article 7.1 and to any direction to the contrary which may be given by the Company in general meeting, the directors are unconditionally authorised to allot relevant securities (within the meaning of section 80(2) of the Companies Act 1985) and may allot, grant options

over or otherwise deal with or dispose of the same to such persons on such terms and in such manner as they think fit

**2 3 The general authority conferred by Article 2 2 shall**

**2 3 1** extend to all relevant securities of the Company unissued as at the date of adoption of these Articles or such other amount as is authorised by the Company in general meeting, and

**2 3 2** remain in force for a period of five years from the date of adoption of these Articles and may be varied, revoked or renewed by the Company in general meeting

**2.4 The provisions of section 89(1) of the Companies Act 1985 shall not apply to the Company**

**2 5 Subject to Article 7 1 the directors shall register a transfer of shares which is presented for registration duly stamped Regulation 24 shall not apply to the Company**

**2 6 Notwithstanding Article 7 or anything contained in these Articles which, whether expressly or impliedly, contradicts the provisions of this Article 2 6 (to the effect that this Article 2 6 shall override Article 7 or any other provision of these Articles) the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where such transfer.**

**2 6 1** is to any bank, institution or other person which has been granted a security interest in respect of such shares, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person) (a "Secured Institution") (and a certificate by any such person or an employee of any such person that a security interest over the shares was so granted and the transfer was so executed shall be conclusive evidence of such facts), or

**2 6 2** is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or

**2 6 3** is executed by a Secured Institution or its nominee pursuant to a power of sale or other power existing under such security,

and the directors shall forthwith register any such transfer or shares upon receipt and, in addition, notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall (in either such case) be required to offer the shares which are or are to be the subject of any transfer as aforesaid to the members for the time being of the Company or any of them and no such member shall have any right under these Articles or otherwise howsoever to require such shares to be transferred to them whether for any valuable consideration or otherwise

**3 PROCEEDINGS AT GENERAL MEETINGS**

**3 1 Regulation 40 shall be deleted and the following substituted therefor**

"No business shall be transacted at any meeting unless a quorum is present. One person entitled to vote, being a Holding Company or a proxy for, or duly authorised representative of, a Holding Company shall be a quorum "

3 2 If, within half an hour from the time appointed for a general meeting, a quorum is not present or if, during a general meeting, a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed for that meeting or if, during that meeting, a quorum ceases to be present, the meeting shall be dissolved. Regulation 41 shall not apply to the Company.

3 3 A poll may be demanded at any general meeting by any member present in person or by proxy (or, in the case of a corporate member, by its duly authorised representative) and entitled to vote. Regulation 46 shall be modified accordingly.

#### 3 4 Proxies

A proxy may be appointed by using a proxy form or in any other way and subject to any terms and conditions the directors decide including, but not limited to, appointment by telephone, fax or electronic communication. Proxies must be received at least 30 minutes before the time appointed for holding a meeting or adjourned meeting or for the taking of the poll as appropriate. Regulation 54 and Regulations 56 to 63 shall be amended accordingly.

### 4 DIRECTORS

#### 4 1 Number of directors

The directors shall not be less than one in number. Regulation 64 shall be modified accordingly.

#### 4 2 Sole directors

A sole director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the directors generally, and Regulation 89 shall be modified accordingly.

#### 4 3 Remuneration of directors

The directors shall be entitled to such remuneration (if any) as shall from time to time be determined by the Company in general meeting.

### 5 APPOINTMENT AND RETIREMENT OF DIRECTORS

5 1 Subject to Article 7 1, a member or members holding a majority in nominal amount of the issued share capital which confers the right to attend and vote at general meetings may at any time appoint any person to be a director, either as an additional director or to fill a vacancy, and may remove from office any director however appointed. The appointment or removal shall be effected by notice in writing to the Company signed by the member or members giving it or, in the case of a corporate member, signed by a director or secretary or duly appointed attorney or duly authorised representative. Any such notice may be sent by electronic communication and no signature is necessary if electronic communication is used. The appointment or removal shall take effect when the notice is delivered to or received at the registered office of the Company or is produced at a meeting of the directors. The removal of a director shall be without prejudice to any claim which he may have under any contract with the Company.

- 5 2 The office of a director shall be vacated in any of the events specified in Regulation 81 and also if he shall resign in writing

## **6 PROCEEDINGS OF DIRECTORS**

### **6 1 Directors Powers to Authorise Conflicts of Interest**

- 6 1 1 The directors may authorise, to the fullest extent permitted by law, any matter which would otherwise result in a director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest ("**Conflict Situation**") provided that, for this purpose, the director in question and any other interested director are not counted in the quorum at any board meeting at which such matter is authorised and it is agreed to without their voting or would have been agreed to if their votes had not been counted
- 6 1 2 Any authorisation given under Article 6 1 1 may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the conflict so authorised
- 6 1 3 Where the directors give authority under Article 6.1 1
- a) they may (whether at the time of giving the authority or subsequently) require that the relevant director is excluded from the receipt of information, participation in discussion and/or the making of decisions (whether at directors' meetings or otherwise) related to the matter that is the subject of the authorisation and impose upon the relevant director such other terms for the purpose of the authorisation as they think fit and
    - i the relevant director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the authorisation; and
    - ii the relevant director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 provided he acts in accordance with such terms;
  - b) they may provide that where the relevant director obtains (otherwise than through his position as a director of the Company) information that is confidential to a third party, the director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence,
  - c) the directors may revoke or vary the authority at any time but this will not affect anything done by the relevant director prior to such revocation in accordance with the terms of such authority
- 6 1 4 A director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter which has been authorised by the directors pursuant to Article 6 1 1 (subject in any case to any limits or conditions to which such approval was subject)

6 1 5 Subject to any terms of an authorisation imposed pursuant to Article 6 1.1 and subject to compliance with sections 175, 177 and 182 Companies Act 2006, 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

6 1 6 It is recognised that an Investor Director:

- a) may be an employee, consultant, director, member or other officer of the Investor or of an Investor Group,
- b) may be taken to have, through previous or existing dealings, a commercial relationship with the Investor or with an Investor Group,
- c) may be a director or other officer of, or be employed by, or otherwise involved in the business of, other entities in which the Investor or an Investor Group has, or may have, an interest from time to time,
- d) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such other directorship, membership, office, employment, relationship or his involvement with the Investor, with an Investor Group or with any entity referred to in Article 6 1.6(c);
- e) shall be entitled to receive notice (including all relevant board papers) of, attend, count in a quorum towards and vote at board meetings relating in any way to, and deal generally with, matters concerning, connected with or arising from, the Conflict Situation concerned, and
- f) shall be entitled to keep confidential and not disclose to the Company any information which comes into his possession as a result of such Conflict Situation where such information is confidential as regards any third party

6 1 7 For the purposes of sections 175 and 180(4) of the Companies Act 2006 and for all other purposes, and notwithstanding the provisions of Articles 6 1.1 to 6 1 4, the provisions of Article 6 1 6 above are acknowledged and deemed authorised

## 6 2 Directors' meetings

Any or all of the directors or any committee of the directors may participate in a meeting of the directors or that committee by means of a conference telephone, video conference or any other equipment which allows all persons participating in the meeting to communicate with each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly. A minute of the proceedings at any such meeting shall be sufficient evidence of such proceedings and compliance with all necessary formalities if certified as correct by the chairman of the meeting. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is located for the meeting

**6 3 Written resolutions of directors**

A written resolution signed by all the directors or by all the members of a committee shall be as valid and effectual as a resolution passed at a meeting of the directors or, as the case may be, of the committee, properly called and constituted. The resolution may be contained in one document or in several documents in like form signed by one or more of the directors or members of the committee concerned and may be sent to the directors personally, by post, by fax or by electronic communication. Where electronic communication is used, the directors may specify such methods for signifying agreement to the proposed resolution in place of a signature as they think fit. Regulation 93 shall be modified accordingly.

**7 OVERRIDING PROVISION**

**7 1** Subject to Article 2 6, for so long as there is a Holding Company the following provisions shall apply and, to the extent of any inconsistency, shall have overriding effect as against all other provisions of these Articles:

**7 1 1** the Holding Company may at any time and from time to time appoint any person to be a director of the Company and remove from office any director howsoever appointed but so that his removal from office shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company,

**7 1 2** any or all powers of the directors shall be restricted in such respects and to such extent as the Holding Company may by notice to the Company from time to time lawfully prescribe,

**7 1 3** no unissued shares or securities shall be issued or put under option without the prior consent of the Holding Company, and

**7 1 4** no transfer of any share of the Company shall be registered or approved for registration without the prior consent of the Holding Company

**7 2** Any such appointment, removal, consent or notice shall be in writing served upon the Company and signed on behalf of the Holding Company by any of its directors or by some other person authorised by the Holding Company for that purpose. No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the directors have been in any way restricted by these Articles or as to whether any requisite consent of the Holding Company has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the directors

**8 INDEMNITY**

**8 1** Subject to the provisions of the Companies Act 2006 (but so that this Article 8 1 does not extend to any matter insofar as it would cause this Article or any part of it to be void thereunder), the Company shall

**8 1 1** without prejudice to any indemnity to which the person concerned may otherwise be entitled, indemnify any director or other officer (other than an auditor) of the Company and any associated company against all losses and liabilities incurred by him in the actual or purported execution, or discharge, of his duties in relation to



- a) the Company,
- b) any associated company, and
- c) any occupational pension scheme of which the Company or any associated company is a trustee

including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings (whether civil or criminal) in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding of any material breach of duty on his part) or in which he is acquitted or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company, any associated company or any occupational pension scheme of which the Company or any associated company is a trustee, and

- 8.1 2 without prejudice to the provisions of Article 8 1 1, purchase and maintain insurance for any person who is or was a director or officer against any loss or liability which he may incur, whether in connection with any proven or alleged negligence, default, breach of duty or breach of trust or otherwise in relation to the Company, any associated company or any occupational pension scheme of which the Company or any associated company is a trustee

where for the purposes of this Article 8 1, the expression "associated company" bears the same meaning as in section 256 of the Companies Act 2006

- 8 2 Regulation 118 shall not apply to the Company

## **9 LIEN**

The Company shall have no lien on any share that has been charged by way of security to a Secured Institution (as defined in Article 2.6 1 above) and regulations 8, 9, 10 and 11 of Table A shall not apply in respect of any such share