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## **Cambian Ansel Socialcare Limited**

### **Articles of Association**

adopted by a special resolution passed on 22 October 2014 (as amended by a special resolution dated 17 May 2016)



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## Articles of Association

of

## Cambian Ansel Socialcare Limited

(Company Number 6515530)

as adopted by a special resolution passed on 22 October 2014 (and as amended by a special resolution dated 17 May 2016)

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### Model Articles

- 1 The model articles of association for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008, as amended prior to the date of adoption of these Articles (the **Model Articles**), shall apply to the Company save in so far as they are excluded or varied hereby and such Model Articles (save as so excluded or varied) together with the following articles shall be the articles of association of the Company. References to **these Articles** shall be to the following Articles as amended from time to time together with such Model Articles as apply to the Company.

### Definitions and interpretation

- 2 In these Articles, and where used in the Model Articles, unless the context otherwise requires

**Act** means the Companies Act 2006, as such act is for the time being in force,

**Auditors** means the auditors appointed by the Company from time to time,

**Group** means in relation to a company, any subsidiary of that company, any holding company of that company and any subsidiary of any holding company of that company from time to time;

**Relevant Officer** means any current or former director, alternate director, secretary or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined in section 235(6) of the Act)), other than any person (whether an officer or not) engaged by the Company (or associated company) as an auditor, to the extent he acts as an auditor,

**Statutes** Every statute (including every statutory instrument, order, regulation or subordinate legislation made under it) for the time being in force concerning companies and the Company

Companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate

The terms "written" and "in writing" include any method of representing or reproducing words in legible form

Unless the context otherwise requires, references in these Articles to

- I any of the masculine, feminine and neuter genders shall include other genders,
- II the singular shall include the plural and vice versa,
- III a person shall include a reference to any natural person, body corporate, unincorporated association, partnership, firm or trust (whenever any of the same shall be established or incorporated and whether or not having separate legal personality), and
- IV any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted

Unless the context otherwise requires, any words or expressions contained in these Articles (and not defined in this Article 2) bear the same meaning as in the Act but excluding any statutory modification of that meaning not in force when these Articles become binding on the Company

References in these Articles to numbered Articles shall be deemed to be references to numbered provisions in this document

The headings in these Articles are for convenience only and shall not affect their meaning

In construing these Articles, general words introduced by the word other shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words

#### **Objects clause**

- 3 The Company's objects are unrestricted

#### **Unanimous decisions**

- 4 A decision of the directors which takes the form of a resolution in writing may consist of several copies each signed by one or more eligible directors Article 8 of the Model Articles shall be modified accordingly

#### **Calling a directors' meeting**

- 5 A director may waive the requirement that notice of a meeting of the directors or of a committee of the directors be given to him at any time before or after the date on which the meeting is held by notifying the Company to that effect Where a director gives such

notice to the Company after the meeting has been held, that does not affect the validity of the meeting or of any business conducted at it Article 9(4) of the Model Articles shall be modified accordingly

- 6 If all the directors participating in a meeting are not in the same place, the 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 Article 10(3) of the Model Articles shall not apply to the Company

#### **Quorum for directors' meetings**

- 7 The quorum for the transaction of business of the directors shall be two unless there is a sole director, in which event, the sole director shall constitute a quorum A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum Article 11(2) of the Model Articles shall be modified accordingly
- 8 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision
- 8 1 to appoint such number of further directors as are required to make up the quorum required, or
- 8 2 to call a general meeting so as to enable the shareholders to appoint further directors Article 11(3) of the Model Articles shall not apply to the Company

#### **Directors' conflicts**

- 9 Subject to compliance with Article 10, the provisions of the Statutes and any internal policy of any member of the Company's Group and provided that he has disclosed to the Board the nature and extent of any material interest of his, a director, notwithstanding his office
- (i) may enter into or otherwise be interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested, either in regard to his tenure of any office or place of profit or as vendor, purchaser or otherwise,
  - (ii) may be a director, member or affiliate of any member of the Company's Group,
  - (iii) may hold any other office or place of profit under the Company (except that of the Auditor or the auditor of a subsidiary of the Company) in conjunction with the office of director and may act by himself or through his firm in a professional capacity for the Company, and in any such case on such terms as to remuneration and otherwise as the Board may arrange, either in addition to or in lieu of any remuneration provided for by any other Article,
  - (iv) may be a director or other officer, or employed by, or a party to any transaction or arrangement with or otherwise interested in, any company promoted by the Company or in which the Company is otherwise interested or as regards which the Company has any powers of appointment,

- (v) shall not be liable to account to the Company for any profit, remuneration or other benefit realised by any such office, employment, contract, arrangement, transaction or proposal and no such contract, arrangement, transaction or proposal shall be avoided on the grounds of any such interest or benefit,
- (vi) may be entitled from time to time to share such information concerning the business and affairs of the Company with any member of the Company's Group as he shall at his discretion see fit,
- (vii) and notwithstanding that he is a shareholder of the Company, a director, member or affiliate of any company in the Company's Group be entitled to discuss, negotiate and vote on any matters (including any contracts, transactions, arrangements or proposals) to which the Company is a party and which he has an interest, and
- (viii) and notwithstanding that he is a director, member or affiliate of any company in the Company's Group, speak to, liaise, discuss and negotiate with any shareholder of the Company, any shareholder of any company in the same Group as the Company, any professional advisors or any banks and financial institutions on matters relating to and concerning the Company

10 A director who, to his knowledge, is in any way (directly or indirectly) interested in any contract, arrangement, transaction or proposal with the Company or any of the actions listed in Articles 9(i) to 9(viii) above shall declare the nature and extent of his interest by notice to the directors in accordance with the Act or at the meeting of the Board at which the question of entering into the contract, arrangement, transaction or proposal or any of the actions referred to in Articles 9(i) to 9(viii) above is first considered, if he knows his interest then exists or, in any other case, at the first meeting of the Board after he knows that he is or has become so interested

11 No declaration of an interest shall be required by a director in relation to an interest

- (i) which cannot reasonably be regarded as likely to give rise to a conflict of interest or of which the director is not aware,
- (ii) if, or to the extent that, the other directors are already aware of such interest (and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware), or
- (iii) if, or to the extent that, it concerns the terms of his service contract (as defined in section 227 of the Act) that have been or are to be considered by a meeting of the directors, or by a committee of directors appointed for the purpose under these Articles

12 If a matter, or office, employment or position, has been authorised by Articles 9 and 10 above or otherwise by the directors in accordance with s175 of the Act then (subject to any terms and conditions imposed on such authorisation, if any, and subject always to the right to vary or terminate such authorisation or the permissions set out below)

- (i) the director shall not be required to disclose any confidential information relating to such matter, or such office, employment or position to the Company if to make such a disclosure would result in a breach of duty or obligation of confidence owed by him in relation to or in connection with that matter, or that office, employment or position,
- (ii) the director may absent himself from discussions, whether in meetings of the directors or otherwise, and exclude himself from information, which will or may relate to that matter, or that office, employment or position, and
- (iii) a director shall not, by reason of his office as a director of the Company, be accountable to the Company for any benefit which he derives from any such matter, or from any such office, employment or position

13 For the purposes of Article 10, a director will be treated as being aware of matters of which he ought reasonably to be aware

14 If any question arises at any meeting as to the materiality of a director's interest (other than the interest of the chairman of the Board) or as to the entitlement of any director (other than the chairman of the Board) to vote or be counted in a quorum, and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall be referred to the chairman of that meeting. The chairman's ruling in relation to the director concerned shall be final and conclusive

15 Subject to the provisions of the Act, the Company may by ordinary resolution suspend or relax the provisions of Articles 9 and 10 or ratify any transaction not duly authorised by reason of a contravention of these Articles provided always that such ordinary resolution is passed only if the necessary majority is obtained disregarding votes in favour of the resolution by the director (if a member of the company) and any member connected with him

16 No authorisation under Section 175 of the Act shall be required in respect of any interest referred to in Article 9

#### **Appointment and removal of directors**

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

18 Notwithstanding any other provision of these Articles, the holder or holders of a majority in nominal value of the issued ordinary shares in the capital of the Company may at any time and from time to time

18 1 appoint any person to be a director (provided that any such appointment does not cause the number of directors to exceed a number fixed by or in accordance with these Articles as the maximum number of directors), or

18 2 remove any director from office

Every such appointment or removal shall be effected by notice in writing to the Company and shall take effect immediately (or on such later date, if any, specified in the notice) Any such notice of appointment or removal may consist of several documents in similar form, each signed by or on behalf of one or more holders

- 19 In any case where, as a result of bankruptcy, the company has no shareholders and no directors, the trustee in bankruptcy or other transmittee(s) of the last shareholder to have a bankruptcy order made against him has the right, by notice in writing, to appoint a natural person (including himself) who is willing to act and is permitted to do so to be a director

#### **Termination of a director's appointment**

- 20 Notwithstanding any other provision of these Articles, a person ceases to be a director as soon as he has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated

#### **Appointment and removal of alternate directors**

- 21 Any director (the **appointor**) may appoint as an alternate any other director, or any other natural person

21 1 to exercise that director's powers,

21 2 to carry out that director's responsibilities, and

21 3 generally to perform all the functions of his appointor as a director,

in the absence of the alternate's appointor Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors The notice must identify the proposed alternate and, in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

#### **Rights and responsibilities of alternate directors**

- 22 An alternate director has the same rights, in relation to any directors' meeting or directors' written resolution, as the alternate's appointor Alternate directors are deemed for all purposes to be directors, are liable for their own acts and omissions, are subject to the same restrictions as their appointors, and are not deemed to be agents of or for their appointors A person who is an alternate director but not a director may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and may sign a written resolution (but only if it is not signed or to be signed by that person's appointor) No alternate may be counted as more than one director for such purposes

- 23 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company

### **Termination of alternate directorship**

- 24 An alternate director's appointment as an alternate terminates
- 24 1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- 24 2 on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,
- 24 3 on the death of the alternate's appointor, or
- 24 4 when the alternate's appointor's appointment as a director terminates, except that an alternate's appointment as an alternate does not terminate when the appointor retires by rotation at a general meeting and is then re-appointed as a director at the same general meeting

### **Company secretary**

- 25 The directors may appoint a company secretary for such term, at such remuneration and upon such conditions as they think fit Any company secretary may be removed or replaced by the directors

### **Nil- or partly-paid shares permitted**

- 26 Article 21 of the Model Articles shall not apply to the Company If the Company at any time has nil or partly-paid shares in issue, Articles 52 to 62 (inclusive) of the model articles of association for public companies contained in Schedule 3 to the Companies (Model Articles) Regulations 2008, as amended prior to the date of adoption of these Articles, shall apply to the Company and form part of these Articles as if the text of such provisions was set out in full in these Articles

### **Purchase of own shares**

- 27 Subject to the provisions of the Act but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Act, including (without limitation) with cash up to any amount in a financial year not exceeding the lower of
- 27 1 £15,000, or
- 27 2 the value of 5% of its share capital

### **Treasury shares**

- 28 Subject to the provisions of the Act, the Company may hold shares as treasury shares References in these Articles to a holder of shares shall include the Company in respect of shares held as treasury shares except where to do so would otherwise conflict with the provisions of the Act



**Allotment of shares: exclusion of pre-emption rights**

- 29 Sections 561 and 562 of the Act shall not apply to any allotment of equity securities (as defined in section 560 of the Act) by the Company

**Payment of commissions on subscription for shares**

- 30 Article 44 of the model articles of association for public companies contained in Schedule 3 to the Companies (Model Articles) Regulations 2008, as amended prior to the date of adoption of these Articles, shall apply to the Company and form part of these Articles as if the text of such provisions was set out in full in these Articles

**Share certificates**

- 31 Every share certificate must specify the amount paid up on the shares to which it relates Article 24(2)(c) of the Model Articles shall not apply to the Company

**Share transfers**

- 32 The instrument of transfer of any share taken on formation of the Company by a subscriber to the Company's memorandum of association need not be executed by or on behalf of the transferee even where the share is not fully paid

**Registration of share transfers**

- 33 Notwithstanding anything contained in these Articles, the directors shall not decline to register any transfer of shares, nor may they suspend such registration, where such transfer
- a) is to any Secured Party, or
  - b) is delivered to the Company for registration by a Secured Party in order to perfect its security over the shares, or
  - c) is executed by a Secured Party pursuant to the power of sale or otherwise under such security,

and furthermore 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 Party, and no Secured Party shall be required to offer the shares which are or are to be the subject of any such aforementioned transfer to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not Furthermore, notwithstanding anything contained in these Articles, the Company and the directors shall not be entitled to exercise any lien which the Company has in respect of those shares

For the purposes of this Article "Secured Party" means any bank or financial institution to which a security interest has been granted over the shares in the Company, or any nominee, receiver or other entity acting on its behalf

### **Calculation of dividends**

- 34 Except as otherwise provided by these Articles or the rights attached to shares, all dividends must be
- 34 1 declared and paid according to the amounts paid up on the shares on which the dividend is paid, and
- 34 2 apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid

If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount Article 30 of the Model Articles shall be modified accordingly

### **Appropriation of capitalised sums**

- 35 For the purposes of article 36 of the Model Articles
- 35 1 the Company shall be deemed to be a "person entitled" in relation to any shares held as treasury shares which, if not so held, would have ranked for any such distribution by way of dividend, but only insofar as the appropriated sum is to be applied in paying up in full new shares of the Company, and
- 35 2 a capitalised sum which was appropriated from profits available for distribution may be applied in or towards paying up any amounts unpaid on existing shares held by the persons entitled

### **Proceedings at general meetings**

- 36 If a general meeting is adjourned, then notice of the time and place to which it is adjourned shall be given to all the members of the Company Article 41(5) of the Model Articles shall be modified accordingly

### **Poll votes**

- 37 A poll may be demanded by any member (present in person or by proxy) having the right to attend and vote at the meeting or by a duly authorised representative of a corporation Article 44(2)(c) of the Model Articles shall be modified accordingly
- 38 A demand for a poll may, before the poll is taken, be withdrawn A demand so withdrawn shall not invalidate the result of a vote on a show of hands declared before the demand was made Article 44(3) of the Model Articles shall not apply to the Company

### **Proxies and corporate representatives**

- 39 The failure of any proxy or corporate representative to vote in accordance with any instructions given by the member by whom such proxy or corporate representative is

appointed shall not invalidate the result of any vote in which the proxy or corporate representative has participated and the Company and the directors shall be under no duty to enquire as to the instructions given to any such proxy or corporate representative

#### **Written resolutions**

- 40 A proposed written resolution of the members of the Company (or of a class of members) shall lapse if it is not passed before the end of the period of six months beginning with the circulation date of such resolution (as defined in section 290 of the Act)

#### **Means of communication to be used**

- 41 Any notice, document or other information shall be deemed served on or delivered to the intended recipient
- 41 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five working days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five working days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),
- 41 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- 41 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- 41 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this Article, no account shall be taken of any part of a day that is not a working day

- 42 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

#### **Indemnity**

- 43 The Company may indemnify any relevant officer out of the assets of the Company from and against any loss, liability or expense incurred by him or them in relation to the Company (including any liability incurred in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act)) **provided that** this Article shall have effect, and any indemnity provided by or pursuant to it shall apply, only to the extent permitted by, and subject to the restrictions of, the Act This Article does not allow for or provide (to any extent) an indemnity which is more extensive than as permitted by the Act and any such

indemnity is limited accordingly This Article is also without prejudice to any indemnity to which any person may otherwise be entitled Article 52 of the Model Articles shall not apply to the Company

- 44 To the extent permitted by, and subject to the restrictions in, the Act and without prejudice to any indemnity to which he may otherwise be entitled, the board shall have the power to provide funds to meet any expenditure incurred or to be incurred by any relevant officer in defending any criminal or civil (including regulatory) proceedings, or in connection with an application under the Act, or to enable him to avoid incurring such expenditure
- 45 Without prejudice to the provisions of Article 53 of the Model Articles, the directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of any person who is a relevant officer or an employee or former employee of the Company or any associated company or who is or was a trustee of a retirement benefits scheme or another trust in which a relevant officer or an employee or former employee is or has been interested, indemnifying him against liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against by the Company