
THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

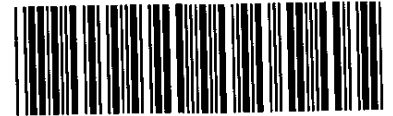
of

COMPASS WELLBEING CIC ("THE COMPANY")

Company No: 08451249

Circulation Date: 25 June 2019

THURSDAY



RM *R8BWR50J* #99
15/08/2019
COMPANIES HOUSE

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the director of the Company proposes that the following 2 resolutions are passed as Written Special Resolutions:

- 1 The objects clause in the articles of association shall be amended so as to provide for "the provision of Primary and Community Care and Social Justice Services":
- 2 That the regulations contained in the attached document be adopted as the Articles of Association of the company in substitution for and to the exclusion of all existing Articles of Association.

Agreement

Please read the notes at the end of this document before signifying your agreement to the Written Special Resolutions.

The undersigned being a person entitled to vote on the Written Special Resolutions on the Circulation Date hereby irrevocably agree to the Written Special Resolutions.

Dated this 25 day of June 2019


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For and on behalf of East London NHS Foundation Trust

Notes

- 1 If you agree with the Written Special Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning the signed version either by hand or by post to The Directors, Amanah Centre, 251 Commercial Road, Tower Hamlets, London, E1 2BT.

- 2** You may not return the Written Special Resolutions to the Company by any other method.
- 3** If you do not agree to the Written Special Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
- 4** Once you have indicated your agreement to the Written Special Resolutions, you may not revoke your agreement.
- 5** Unless, by 28 days after Circulation Date, sufficient agreement has been received for the Written Special Resolutions to pass, it will lapse. If you agree to the Written Special Resolutions, please ensure that your agreement reaches us before or during this date.

The Companies Act 2006

Community Interest Company Limited by Shares

**Articles of Association of
Compass Wellbeing C.I.C.**

**Articles of Association
of
Compass Wellbeing C.I.C.**

INTERPRETATION

1. Defined terms

The Interpretation of these Articles is governed by the provisions set out in the Schedule to the Articles

COMMUNITY INTEREST COMPANY AND ASSET LOCK

2. Community Interest Company

The Company shall be a community interest company

3. Asset Lock

3.1 The Company shall not transfer any of its assets other than for full consideration

3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:

3.2.1 the transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body;

3.2.2 the transfer of assets made for the benefit of the community other than by way of a transfer of assets into an asset-locked body;

3.2.3 the payment of dividends in respect of shares in the Company;

3.2.4 the distribution of assets on a winding up;

3.2.5 payments on the redemption or purchase of the Company's own shares;

3.2.6 payments on the reduction of share capital; and

3.2.7 the extinguishing or reduction of the liability of members in respect of share capital not paid up on the reduction of share capital.

3.3 The conditions are that the transfer of assets:

3.3.1 must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the Memorandum and Articles of the Company; and

3.3.2 must not exceed any limits imposed by, or by virtue of, Part 2 of the Companies (Audit, Investigations and Community Enterprise) Act 2004

4. Not for profit

The Company is not established or conducted for private gain: any surplus or assets are used principally for the benefit of the community.

OBJECTS, POWERS AND LIMITATION OF LIABILITY

5. Objects

The objects of the Company are to carry on activities which benefit the community and in particular (without limitation) to the provision of Primary and Community Care and Social Justice Services

6. Powers

To further its objects the Company may do all such lawful things as may further the Company's objects and, in particular, but, without limitation, may borrow or raise and secure the payment of money for any purpose Including for the purposes of investment or of raising funds

7. Liability of shareholder

The liability of the Shareholder is limited to the amount, if any, unpaid on the shares held by them

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

8. Directors' general authority

Subject to the Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company

9. Shareholder's reserve power

9.1 The Directors shall not undertake any of the following matters in respect of the Company without the prior written consent of the Shareholder:

9.1.1 approving and signing off plans for the strategic direction of the Company once every three years

- 9.1.2 varying the plans for the strategic direction of the Company approved pursuant to Article 9.1.1 or undertaking any business whose nature was not provided for in the latest plans approved pursuant to Articles 9.1.1 or 9.1.2;
- 9.1.3 deciding on the appointment or removal of the Chair and Chief Executive
- 9.1.4 deciding whether the Company should take out any borrowings over three times the net asset value of the Company, such value to be determined by reference to the Company's latest annual accounts, except for normal trade credit in the ordinary course of business, or except as contemplated in the annual business plan
- 9.1.5 deciding whether the Company should enter into, vary, renew or terminate any contract or other arrangement over £250,000. This amount (as may have been adjusted in accordance with this article) will be reviewed annually in line with the growth of the net asset value of Company as shown in the Company's latest annual accounts and, following such annual review, the Shareholder shall, at its discretion, be entitled to vary such amount
- 9.1.6 deciding whether the Company should commence, discontinue or settle any litigation, dispute, arbitration or other legal proceedings (other than routine debt collection not exceeding £100,000 in the ordinary course of business)
- 9.1.7 deciding whether the Company should acquire or dispose of any patent, trademark, registered design or other know-how or any intellectual property rights
- 9.1.8 deciding whether the Company should give or create any guarantee, indemnity, mortgage, or charge over its business, assets or undertakings or sell, discount or otherwise dispose of any of its book or other debts owing to it from time to time, except early payment discounts given in the ordinary course of business, or except as contemplated in the annual business plan or any separately approved business case
- 9.1.9 deciding whether to pass any resolution or take any other corporate action for the winding up of the Company
- 9.1.10 deciding whether to change the Company's accounting reference period

- 9.1.11 deciding whether to apply for the listing of any share capital of the Company on any recognised investment exchange
- 9.1.12 deciding whether the Company should sell, lease, license, transfer or otherwise dispose of any of its assets at a total price per transaction exceeding £1 million annually.
- 9.2 The Directors shall not undertake any of the following matters in respect of the Company without first consulting the Shareholder:
 - 9.2.1 deciding whether the Company should join, leave, establish or wind-up any pension scheme or materially alter participation in or, where relevant, the terms of any existing pension scheme
 - 9.2.2 deciding whether the Company should make any significant change in the nature of the business of the Company, except as contemplated in the annual business plan
 - 9.2.3 deciding whether the Company should enter into any partnership or joint venture arrangement or vary or terminate any existing arrangement, or establish any subsidiary except as contemplated in the annual business plan or a separately approved business case
 - 9.2.4 agreeing the SFIs of the Company

10. Shareholder information

- 10.1 The Shareholder shall be informed of any of the following events of the Company, and provided with all related information and supporting documentation in respect of such event:
 - 10.1.1 the occurrence of any insurer event with a value over £100,000
 - 10.1.2 the occurrence of the launch of an enquiry or investigation by any public body or local authority, to include the Care Quality Commission
 - 10.1.3 any material financial changes of the Company
 - 10.1.4 any criminal allegations and investigations into the Company or any of the Directors, and
 - 10.1.5 any NHS Improvement certifications

- 10.2 The Company shall provide the Shareholder with an annual report of the Company for its previous financial year, together with an annual business plan for the next financial year, which shall be in accordance with the overall plan for the strategic direction of the Company as approved by the Shareholder pursuant to Article 9.1.1 or 9.1.2.

11. Directors' delegation

- 11.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles or the implementation of their decisions or day to day management of the affairs of the Company

- 11.1.1 to such person or committee
- 11.1.2 by such means (Including by power of attorney)
- 11.1.3 to such an extent
- 11.1.4 in relation to such matters or territories, and
- 11.1.5 on such terms and conditions

as they think fit

- 11.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated
- 11.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions

12. Committees

- 12.1 Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors
- 12.2 The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them

DECISION-MAKING BY DIRECTORS

13. Directors to take decisions collectively

Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 17. In the event of the Company being a single Director company, a majority decision is made when that single Director makes a decision. If the Company only has one Director, the Director may take decisions without regard to any of the provisions of the Articles relating to Directors' decision-making.

14. Calling a Directors' meeting

- 14.1 Any two Directors (one of whom must be either the Chair or the Chief Executive) may (and the Secretary, if any, must at the request of such two Directors) call a Directors' meeting
- 14.2 A Directors' meeting must be called by at least seven Clear Days' notice unless either:
 - 14.2.1 all the Directors agree, or
 - 14.2.2 urgent circumstances require shorter notice
- 14.3 Notice of Directors' meetings must be given to each Director
- 14.4 Every notice calling a Directors' meeting must specify:
 - 14.4.1 the place, day and time of the meeting, and
 - 14.4.2 if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 14.5 Notice of Directors' meetings need not be in writing and may be sent by Electronic Means to an Address provided by the Director for the purpose

15. Participation in Directors' meetings

- 15.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
 - 15.1.1 the meeting has been called and takes place in accordance with the Articles, and
 - 15.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- 15.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other; the meeting is to be treated as taking place wherever any of them is based

16. Quorum for Directors' meetings

- 16.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- 16.2 The quorum for Directors' meetings is two Directors, one of whom must either be the Chief Executive or the Chair
- 16.3 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
 - 16.3.1 to appoint further Directors, or
 - 16.3.2 to request the Shareholder to appoint the Chief Executive and Chair, where such positions are vacant

17. Chairing of Directors' meetings

The Chair, if any, or in his or her absence the Chief Executive shall preside as chair of each Directors' meeting

18. Voting

- 18.1 Questions arising at a Directors' meeting shall be decided by a majority of votes
- 18.2 In all proceedings of Directors each Director must not have more than one vote
- 18.3 In case of an equality of votes, the Chair shall have a second or casting vote

19. Decisions without a meeting

- 19.1 The Directors may take a unanimous decision without a Directors' meeting by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in writing
- 19.2 A decision which is made in accordance with Article 19.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
 - 19.2.1 approval from each Director must be received by one person being either such person as all the Directors have nominated in advance for that purpose or such other person as volunteers If

necessary ("the Recipient"), who may, for the avoidance of doubt, be one of the Directors

19.2.2 following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with this Article 19.2

19.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval

19.2.4 the Recipient must prepare a minute of the decision in accordance with Article 46

20. Conflicts of interest

20.1 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already

20.2 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors

20.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 19 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 21 , he or she must:

20.3.1 remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate

20.3.2 not be counted in the quorum for that part of the meeting, and

20.3.3 withdraw during the vote and have no vote on the matter

20.4 When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she shall not be in breach of his or her duties to the Company by withholding confidential Information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her

21. Directors' power to authorise a conflict of interest

21.1 The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:

21.1.1 in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 20

21.1.2 in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum

21.1.3 the decision to authorise a Conflict of Interest can impose such terms as the Directors think fit and is subject always to their right to vary or terminate the authorisation

21.2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 21.1 then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed

21.3 A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Directors In accordance with Article 21.1 (subject to any limits or conditions to which such approval was subject)

22. Register of Directors' interests

The Directors shall ensure that a register of Directors' Interests is established and maintained. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared

APPOINTMENT AND RETIREMENT OF DIRECTORS

23. Methods of appointing Directors

23.1 Those persons notified to the Registrar of Companies as the first Directors of the Company shall be the first Directors

23.2 The Shareholder may by notice in writing to the Company appoint a person, permitted by law to be a Director, whom it thinks fit to be the Chair for such term of office as it may determine and may at any time remove him or her from office. Whilst in office the Chair is a Director

23.3 In addition to the Chair, the Shareholder may by notice in writing to the Company appoint a person, permitted by law to be a Director, whom it thinks fit to be the Chief Executive for such term of office as it may

determine and may at any time remove him or her from office. Whilst in office the Chief Executive is a Director

- 23.4 Any other person who is willing to act as a Director, satisfies the Eligibility Criteria, and is permitted by law to do so, may be appointed to be a Director by a decision of the Directors of the Company

24. Termination of Director's appointment

A person may not continue to be a Director as soon as:

- 24.1 that person ceases to satisfy the Eligibility Criteria;
- 24.2 that person ceases to be a Director by virtue of any provision of the Companies Act 2006, or is prohibited from being a Director by law;
- 24.3 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- 24.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
- 24.5 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least two Directors will remain in office when such resignation has taken effect);
- 24.6 the Director fails to attend three consecutive meetings of the Directors without the approval of either the Chair or Chief Executive, and the Directors resolve that the Director be removed for this reason; or
- 24.7 written notification is received from the Shareholder that the Director is to be removed from office, and such removal shall take effect immediately unless the written notification sets out alternative timescales.

25. Directors' remuneration

- 25.1 Directors may undertake any services for the Company that the Directors decide
- 25.2 Subject to the Articles and in particular Article 3 Directors are entitled to such remuneration as the Directors determine:
- 25.2.1 for their services to the Company as Directors, and
 - 25.2.2 for any other service which they undertake for the Company

25.3 Subject to the Articles and in particular Article 3, a Director's remuneration may:

25.3.1 take any form, and

25.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director

25.4 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day

25.5 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested

26. Directors' expenses

The Company may pay any reasonable expenses in line with Compass' Expenses Policy which the Directors properly incur in connection with their attendance at:

26.1 meetings of Directors or committees of Directors,

26.2 general meetings, or

26.3 or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

SHARES

27. Allotment and issue of shares

Save to the extent authorised by these Articles or authorised from time to time by the Shareholder, the Directors shall not exercise any power of the Company to allot shares or grant rights to subscribe for or convert any security into shares.

28. All shares to be fully paid up and issued at nominal value

28.1 No share to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its Issue

28.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's Memorandum

29. Powers to issue different classes of share

- 29.1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution
- 29.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the Shareholder, and the Directors may determine the terms, conditions and manner of redemption of any such shares

30. Company not bound by less than absolute interests

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the shareholder's absolute ownership of it and all the rights attaching to it

31. Share certificates

- 31.1 The Company must issue the Shareholder, free of charge, with one or more certificates in respect of the shares which the Shareholder holds
- 31.2 Every certificate must specify
- 31.2.1 In respect of how many shares, of what class, it is issued
 - 31.2.2 the nominal value of those shares
 - 31.2.3 that the shares are fully paid, and
 - 31.2.4 any distinguishing numbers assigned to them
- 31.3 No certificate may be issued in respect of shares of more than one class
- 31.4 Certificates must be executed in accordance with the Companies Acts

32. Replacement share certificates

- 32.1 If a certificate issued in respect of the Shareholder's shares is:
- 32.1.1 damaged or defaced, or
 - 32.1.2 said to be lost, stolen or destroyed
- the Shareholder is entitled to be issued with a replacement certificate in respect of the same shares

32.2 A shareholder exercising the right to be issued with such a replacement certificate:

32.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates

32.2.2 must return the certificate which to be replaced to the Company if it is damaged or defaced, and

32.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide

33. Purchase of own shares

Subject to the Articles, the Company may purchase its own shares (including any redeemable shares) and may make a payment in respect of the redemption or purchase of its own shares otherwise than out of the distributable profits of the Company or the proceeds of a fresh issue of shares. Any share so purchased shall be purchased at its nominal value

34. Share transfers

34.1 The Directors may refuse to register the transfer of a share to a person of whom they do not approve

34.2 They may also refuse to register the transfer unless it is lodged at the registered office of the Company or at such other place as the Directors may appoint and is accompanied by such evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, and by such other information, as they may reasonably require

34.3 If the Directors refuse to register such a transfer, they shall, within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal

34.4 The provisions of this Article apply in addition to any restrictions on the transfer of a share which may be set out elsewhere in the Memorandum of Articles of the Company

DIVIDENDS AND OTHER DISTRIBUTIONS

35. Procedure for declaring dividends

- 35.1 Subject to the Companies Acts, the Regulations and the Articles, the Company shall declare dividends by ordinary resolution of at least 30% of the Company's distributable profits in respect of each financial year of the Company (the "**Minimum Annual Dividend**"), and the Directors may, provided that such decision is authorised by an ordinary resolution of the shareholders, decide to pay interim dividends
- 35.2 For the avoidance of doubt the payment of dividends shall be considered to be a transfer of assets other than for full consideration and shall not be permitted other than in the circumstances prescribed In Article 3
- 35.3 Save for the Minimum Annual Dividend, a dividend must not be declared unless the Directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the Directors
- 35.4 The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment

36. Payment of dividends and other distributions

- 36.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:
- 36.1.1 transfer to a bank or building society account indicated by the distribution recipient either in writing or as the Directors may otherwise decide
 - 36.1.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered Address (if the distribution recipient is a holder of the share), or (in any other case) to an Address indicated by the distribution recipient either in writing or as the Directors may otherwise decide
 - 36.1.3 sending a cheque made payable to such person by post to such person at such Address as the distribution recipient has indicated either in writing or as the Directors may otherwise decide, or
 - 36.1.4 any other means of payment as the Directors agree with the distribution recipient either in writing or by such other means as the Directors decide
- 36.2 In the Articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable
- 36.2.1 the holder of the share, or

36.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members, or

36.2.3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law

37. No interest on distributions

The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

37.1 the terms on which the share was issued, or

37.2 the provisions of another agreement between the holder of that share and the Company

38. Unclaimed distributions

38.1 All dividends or other sums which are:

38.1.1 payable in respect of shares, and

38.1.2 unclaimed after having been declared or become payable

may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed

38.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it

38.3 If

38.3.1 twelve years have passed from the date on which a dividend or other sum became due for payment, and

38.3.2 the distribution recipient has not claimed it

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company

39. Non-cash distributions

39.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company)

39.2 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

39.2.1 fixing the value of any assets

39.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients, and

39.2.3 vesting any assets in trustees

40. Waiver of distributions

Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

40.1 the share has more than one holder, or

40.2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share

CAPITALISATION OF PROFITS

41. Authority to capitalise and appropriation of capitalised sums

41.1 Subject to the Articles, the Directors may if they are so authorised by an ordinary resolution:

41.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and

41.1.2 appropriate any sum which they so decide to capitalise (a "capitalised sum") to the persons who would have been entitled to it if it were distributed by way of dividend (to the "persons entitled") and in the same proportions

41.2 Capitalised sums must be applied:

41.2.1 on behalf of the persons entitled, and

41.2.2 in the same proportions as a dividend would have been distributed to them

41.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct

41.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct

41.5 Subject to the Articles the Directors may:

41.5.1 apply capitalised sums in accordance with Articles 41.3 and 41.4 partly in one way and partly in another

41.5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments), and

41.5.3 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article

DECISION-MAKING BY SHAREHOLDERS

42. Meetings

42.1 The Directors may call a general meeting at any time

42.2 General meetings must be held in accordance with the provisions regarding such meetings in the Companies Act

42.3 A person who is not a shareholder of the Company shall not have any right to vote at a general meeting of the Company, but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures

42.4 Article 42.3 shall not prevent a person who is a proxy for the Shareholder or a duly authorised representative of the Shareholder from voting at a general meeting of the Company

42.5 The quorum shall be the Shareholder present in person by proxy or by authorised representative

43. Written resolutions

43.1 Subject to Article 43.1, a written resolution of the Company signed by the Shareholder passed in accordance with the Companies Act shall have effect as if passed by the Company in general meeting

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

44. Means of communication to be used

- 44.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company
- 44.2 Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being
- 44.3 A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within an agreed time of their being sent, and for the agreed time to be less than 48 hours

45. Irregularities

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (Including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall Invalidate It

46. Minutes

- 46.1 The Directors must ensure minutes are kept for the purpose:
 - 46.1.1 of all appointments of officers made by the Directors
 - 46.1.2 of all resolutions of the Company and of the Directors (including, without limitation, decisions of the Directors made without a meeting), and
 - 46.1.3 of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meetingand any such minute, if signed shall, as against any Shareholder or Director of the Company, be sufficient evidence of the proceedings
- 46.2 The minutes must be kept (either in electronic form or hard copy) for at least ten years from the date of the meeting, resolution or decision

47. Records and accounts

47.1 The Directors shall comply with the requirements of the Companies Acts as to maintaining a shareholders' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Regulator of:

47.1.1 annual reports

47.1.2 annual returns, and

47.1.3 annual statements of account

47.2 Except as provided by law or authorised by the Directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a Shareholder

48. Indemnity

48.1 Subject to Article 48.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

48.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company

48.1.2 any liability incurred by that Director 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 Companies Act 2006), and

48.1.3 any other liability incurred by that Director as an officer of the Company or an associated company

48.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

48.3 In this Article:

48.3.1 companies are associated, if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

48.3.2 a "relevant Director" means any Director or former Director of the Company or an associated company

49. Insurance

49.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director In respect of any relevant loss

49.2 In this Article:

49.2.1 a "relevant Director" means any Director or former Director of the Company or an associated company

49.2.2. a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and

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

SCHEDULE INTERPRETATION

1 In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Term	Meaning
"Address"	includes a number or address used for the purposes of sending or receiving documents by Electronic Means
"Articles"	means the Company's Articles of Association
"asset-locked body"	means (i) a community interest company or a charity or a Permitted Industrial and Provident Society, or (ii) a body established outside the United Kingdom that is equivalent to any of those
"bankruptcy"	includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy
"Chair"	has the meaning given in Article 23.2
"Circulation Date"	in relation to a written resolution, has the meaning given to it in the Companies Acts
"Clear Days"	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
"community"	is to be construed in accordance with the section 35(5) of the Companies (Audit, Investigations and Community Enterprise) Act 2004
"Companies Acts"	means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company

"Company"	Compass Wellbeing CIC
"Compass' Expenses Policy"	the policy of the Company as from time to time may be agreed by the Directors
"Conflict of Interest"	any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts or might conflict with the interests of the Company as further described in the Company's conflict of interest policy
"Director"	means a Director of the Company, and includes any person occupying the position of Director, by whatever name called
"distribution recipient"	has the meaning given in Article 36
"Document"	includes, unless otherwise indicated, any document sent or supplied in Electronic Form
"Electronic Form" and Electronic Means"	have the meanings respectively given to them in section 1168 of the Companies Act 2006 which includes a document or information being sent or supplied by electronic means (for example, by e-mail or fax) or by any other means while in an electronic form (for example, sending a disk by post).
"Eligibility Criteria"	means a person who: <ul style="list-style-type: none"> (a) is not subject to bankruptcy order against them or an order in individual insolvency proceedings in a jurisdiction other than England, Wales and Northern Ireland which has an effect similar to bankruptcy; (b) has not had a composition made with their creditors generally in

satisfaction or their debts;
(c) meets the FPPT

FPPT	means the fit and proper standards required by Regulation 5 of Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 or any successor standards imposed on directors of NHS Trusts and Foundation Trusts (or any successor NHS bodies), as if such standards also applied to the Directors;
"fully paid"	in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company
"Hard Copy Form"	has the meaning given in section 1168 of the Companies Act 2006
"holder"	in relation to shares means the person whose name is entered in the register of shareholders as the holder of the shares
"instrument"	means a document in Hard Copy Form
"Memorandum"	the Company's memorandum of association
"paid"	means paid or credited as paid
"participate"	in relation to a Directors' meeting, has the meaning given in Article 15,
"Permitted Industrial and Provident Society"	means an industrial and provident society which has a restriction on the use of its assets in accordance with regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations 2006 or regulation 4 of the Community Benefit Societies (Restriction on Use of Assets) Regulations (Northern Ireland) 2006

"the Regulator"	means the Regulator of Community Interest Companies,
"the Regulations"	means the Community Interest Company Regulations 2005 (as amended)
"Secretary"	the secretary of the Company (if any)
"SFIs"	the standing financial instructions relating to the Directors and their authorities, as amended, varied or updated from time to time
"shareholder"	the sole member of the Company
"shares"	means shares in the Company
"specified"	means specified in the Memorandum or Articles of Association of the Company for the purposes of this paragraph
"subsidiary"	means, as further detailed in section 1159 of the Companies Act 2006, a company whereby its holding company holds a majority of voting rights in it, or is a member of it and has the right to appoint or move a majority of its board of directors or is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it, or if it is a subsidiary of a company that is itself a subsidiary of that other company
"transfer"	includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property
"Writing"	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or

supplied in Electronic Form or otherwise

- 2 Subject to clause 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it
- 3 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Acts as in force on the date when these Articles become binding on the Company

CIC 14

Application¹ to alter the objects of a Community Interest Company²

Company Number

08451249

*Please
complete in
typescript,
or in bold
black
capitalis.*

Company Name in full

Compass Wellbeing CIC

SECTION A:

COMMUNITY INTEREST COMPANY STATEMENT - Beneficiaries

1. We/I, the undersigned, declare that the company will carry on its activities for the benefit of the community, or a section of the community.³ [Insert a short description of the community or section of the community which it is intended that the company will benefit in the space provided below¹].

The company's activities will benefit to ...
Individuals from disadvantaged backgrounds that have been denied an equal opportunity and those with long enduring needs and/or mental health needs

COMPANY NUMBER

08451249

SECTION B:

COMMUNITY INTEREST COMPANY STATEMENT – Activities & Related Benefit

Please indicate how it is proposed that the company's activities will benefit the community or a section of the community. Please provide as much detail as possible to enable the CIC Regulator to make an informed decision about whether your company is eligible to remain as a CIC. It would be useful if you were to explain how you think your company will be different from a commercial company providing similar services or products for individual or personal gain.

Activities (Tell us here what the company is being set up to do)	How will the activity benefit the community? (The community will benefit by...)
Providing social justice service	We will strive to bring equality to society by working with and delivering services that improve life outcomes for marginalised groups, backgrounds, religions, women, people with conditions such as mental health problems and those that are deprived and lack the same opportunities as others
Providing support to primary and community care organisations	We will provide support to these organisations through the lifecycle of their transformation plans. The support will be built around the needs of its users to give them the best possible experience
If the company makes any surplus it will be used for... reinvesting in the business to ensure we can expand access to our service .	

(Please continue on separate continuation sheet if necessary.)

COMPANY NUMBER

08451249

SECTION C:

STATEMENT REGARDING THE PROPOSED ALTERATION TO A COMMUNITY INTEREST COMPANY'S OBJECTS

1. We/I, the undersigned, declare that the company in respect of which this application is made will not be on the alteration of its objects:

- (a) a political party;
- (b) a political campaigning organisation; or
- (c) a subsidiary of a political party or of a political campaigning organisation.⁵

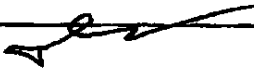
2. We/I, the undersigned, declare that the following steps were taken to bring the proposed alteration of the objects of the company to the notice of persons affected by the company's activities.⁶ *[Insert a short description of the steps undertaken in the space below.]*

Those currently benefiting from the Company's services will not be affected as the alteration to the objects is only to remove the geographical restriction and widen the services; the availability of the company's services to a wider community will be advertised

SECTION D: SIGNATORIES

Each person who is a director of the company must sign the declarations.⁷

Signed



Date

25.06.19

Signed

A. Banerjee

Date

25.06.19

Signed

Date

Signed

Date

Signed

Date

(Please continue on separate continuation sheet if necessary.)

CHECKLIST

These declarations must be accompanied by the following documents – have you included them with your application?

- (a) A Form CC04 to notify the change of the company's objects
- (b) A special resolution to alter the company's objects in its articles
- (c) A printed copy of the articles of the company, as altered
- (d) Any completed continuation sheets

You do not have to give any contact information in the box opposite but if you do, it will help the Registrar of Companies 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.

Kirsty Odell	
Hempsons	
100 Wood Street, London	
EC2V7AN	Tel 02078390278
DX Number 307430	DX Exchange Cheapside

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

Companies registered in England and Wales: Companies House, Crown Way, Cardiff, CF14 3UZ (DX 33050 Cardiff)

Companies registered in Scotland: Companies House, 4th Floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh EH3 9FF (DX235 Edinburgh)

Companies registered in Northern Ireland: Companies House, 2nd Floor, The Linenhall, 32-38 Linenhall Street, Belfast, BT2 8BG

NOTES

¹ This form will be placed on the public record. Any information relevant to the application that you do not wish to appear on the public record, should be described in a separate letter addressed to the CIC Regulator and delivered to the Registrar of Companies with the other documents.

² The alteration of the articles of a community interest company with respect to the statement of the company's objects does not have effect except in so far as it is approved by the CIC Regulator (regulation 13 of the Community Interest Company Regulations 2005 ("the Regulations")).

³ The community interest test is referred to in section 35 of the Companies (Audit, Investigations and Community Enterprise) Act 2004 and is expanded upon in regulations 3, 4 & 5 of the Regulations.

⁴ E.g. "the residents of Oldtown" or "those suffering from XYZ disease".

⁵ An "excluded company" cannot be a CIC. Regulation 6 of the Regulations further defines what is an excluded company (political party, political campaigning organisation or subsidiary of either). If you are unsure whether an entity falls into any of these categories, you should refer to the definitions of the terms "political party", "political campaigning organisation" and "subsidiary" (and the related terms "election", "governmental authority", "public authority" and "referendum") in regulation 2 of the Regulations.

⁶ The CIC must deliver to the CIC Regulator a statement of the steps that have been taken to bring the proposed alteration of the objects to the notice of persons affected by the company's activities (regulation 14(1)(b) of the Regulations)

⁷ This is required by section 14(2) of the Regulations.