

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF WRIGHT HEALTH GROUP LIMITED

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save insofar as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.
- (b) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- (c) The number of Members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such employment to be Members of the Company) is limited to fifty; provided that where two or more persons hold one or more shares in the Company jointly they shall for the purpose of this Regulation be treated as a single Member.

ALLOTMENT OF SHARES

2. (a) The Share Capital of the Company at the date of adoption of these Articles is £332,000 divided into 332,000 Ordinary Shares of £1 each.
- (b) Shares which are comprised in the authorised Share Capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and to Article 3 below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.

3. (a) All unissued shares for the time being in the capital of the Company which it shall be determined to issue for cash shall before issue be offered in the first instance for subscription to the Members holding shares of the same class in proportion as nearly as may be to the number of such shares held by them and at the same price.
- (b) Each such offer shall be made in writing and shall specify the number of shares for which the Member is entitled to subscribe and shall limit a time within which the offer if not accepted will be deemed to have been declined and after the expiration of such time or upon receipt of intimation from the Member to whom the offer is made that he declines to accept the shares offered such shares shall be offered for subscription to the other Members in the same manner (mutatis mutandis) as the shares originally offered to them for subscription. Any shares not subscribed by the Members pursuant to the foregoing offers shall be at the disposal of the Directors who may allot dispose of or grant options over the same to such persons on such terms and in such manner as they think fit.

Provided that notwithstanding the provisions of this Article shares provisionally allotted to the Members in proportion to the number of shares of the same class held by them respectively may subject always to the provisions of Article 17(b) (viii) below be renounced in favour of persons other than the Members to whom they were so allotted and shares representing fractional entitlements shall be at the disposal of the Directors as provided in paragraph (b) of this Article.

- (c) In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.
- (d) The Directors are generally and unconditionally authorised for the purpose of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

SHARES

4. The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all monies presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.
5. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

TRANSFER OF SHARES

6. Subject to the provisions of Article 7 the Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share and the first sentence of Clause 24 in Table A shall not apply to the Company.
7. No share shall be transferred to any person save in accordance with the provisions of this Article:-
 - (a) Except in the case of a Transfer made pursuant to paragraphs (g) and (i) of this Article a Member (hereinafter called "the retiring member") desirous of transferring any shares (hereinafter called "the Shares") shall give a notice in writing (hereinafter in this Article called "a sale notice") to the Company that he desires to transfer the Shares and shall at the same time deposit with the Company the Share Certificate(s) in respect of the shares. Such sale notice shall specify the price at which the retiring member proposes to sell the Shares (hereinafter called "the sale price") and shall constitute the Company his agent to sell the whole (but not a part of the Shares to any member or members for the time being (hereinafter called "the purchasing member or members") at the sale price.
 - (b) Upon receipt of a sale notice the Directors shall give notice of the receipt thereof in the first instance to all the members holding shares of the same class as the Shares other than the retiring member in manner

hereinafter provided offering the Shares for purchase at the sale price to the said holders as nearly as may be in proportion to their respective holdings of share of the same class in the Company and shall limit a time (which shall not be more than 28 days) within which such offer if not accepted in whole or in part shall be deemed to be declined and shall notify such persons that any such person who desires to purchase shares in excess of his said proportion shall in his reply state how many additional shares he desires to purchase at the sale price and if all such persons do not accept their said proportions in full the unaccepted shares shall be used for satisfying the said claims for additional shares. If the members holding shares of the same class as the Shares do not in their replies claim all the Shares the Directors shall offer such of the Shares as are not so claimed to the other members as nearly as may be in proportion to their respective holdings of shares in the Company (regardless of class) in the same manner as the Shares were first offered to the holders of shares of the same class. If there shall be insufficient of the said unaccepted shares to satisfy in full all such claims for additional shares, the said unaccepted share shall be distributed amongst persons making such claims as nearly as may be in proportion to their respective holdings of shares of the same class in the Company or of shares in the Company (regardless of class) as the case may be provided that no person shall be bound to take more additional shares than those he shall have offered to purchase. The Directors shall offer any such shares as aforesaid which by reason of the proportion borne by them to the number of persons entitled to receive such offer as aforesaid or by reason of any other difficulty in apportioning the same cannot be offered without giving rise to fractions to the members or some of them in such proportions as may be determined by lots to be drawn under the direction of the Directors.

- (c) If the Company shall within thirty days after being served with a sale notice find a purchasing member or members willing to purchase the whole of the Shares and shall give notice thereof to the retiring member he shall be bound upon payment of the sale price to transfer such shares to the purchasing member or members who shall be bound to complete the purchase within one month from the service of the last mentioned notice.
- (d) If in any case the retiring member after having become bound as aforesaid makes default in transferring any of the Shares the Company may receive the purchase money and thereupon the Directors shall nominate some person to execute a transfer of the Shares in the name and on behalf of the retiring member and shall cause the purchasing member's name to be entered in the

Register as the holder of the Shares and the Company shall hold the purchase money in trust for the retiring member. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member and after his name has been entered in the register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

- (e) If the Company shall not within such period of thirty days as aforesaid find a purchasing member or members for the whole of the Shares and shall not give notice in manner aforesaid or if through no default of the retiring member the purchase of all the Shares shall not be completed within one month after the service on the retiring member shall at any time within three calendar months after the expiration of such period be at liberty subject to Article 6 Clause 24 of Table A (as amended by Article 6) to sell and transfer the Shares or any part thereof to any person and at any price not being less than the sale price. If the retiring member shall sell and transfer any shares to a person under the provisions of this paragraph the Directors may before registering a transfer of such shares to such person require the retiring member and the purchaser of such shares to furnish them with such information supported if the Directors so require by statutory declaration as they may consider necessary in order to be satisfied that the price paid for such Shares was not less than the sale price and that the transfer is not part of a larger transaction or one of a series of transactions under which compensatory benefit is given by or on behalf of the retiring member.
- (f) Any share may be transferred by a member to his family or to the trustees of a trust established by a member for the benefit or primarily for the benefit of his family which shall for the purpose of this paragraph mean any child or other issue, any adopted child, grandchild, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife or husband of such member, and any share of a deceased member may be transferred by his executors or administrators to any child or other issue, any adopted child, grandchild, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow or widower of such deceased member and shares standing in the name of a deceased member or his executors or administrators may be transferred to the trustees of his Will and shares standing in the name of the trustees of the Will of any deceased member may be transferred upon any change of trustees to the trustees for the time being of such Will.

- (g) The Directors shall not be entitled to decline to register the transfer of any share made pursuant to the foregoing provisions of this Article save only where registration would result in the number of members of the Company exceeding the limit hereinbefore mentioned.
- (h) Notwithstanding anything to the contrary contained in these Articles:-
 - (i) any RBD Company shall be entitled from time to time and at any time and for any consideration whatsoever to sell or transfer all or any shares in the Company now or which may at any time hereafter be held by it to any other RBD Company or Companies but no RBD Company which is a member shall cease to be an RBD Company unless it shall have first either transferred to another RBD Company or Companies all the shares in the Company then held by it or offered the same for sale to the other members in accordance with the provisions of this Article;
 - (ii) upon any such transfer being made the transferee shall thereupon be registered as the holder of the shares so transferred and any such sale transfer or registration shall be valid and effectual in all respects notwithstanding that the procedure specified in this Article shall not have been followed.

GENERAL MEETINGS AND RESOLUTIONS

- 8. (a) A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Clause 38 in Table A shall be modified accordingly. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.
- (b) Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.

9. (a) Clause 40 in Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.
- (b) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned general Meeting shall be dissolved.
- (c) Clause 41 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

10. (a) Clause 64 in Table A shall not apply to the Company.
- (b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination the maximum number of Directors shall be eight and the minimum number of Directors shall be two.
- (c) Save as otherwise resolved whether before or after the date of adoption of these Articles every Director of the Company shall require to retire from office at the date of the Annual General Meeting of the Company first occurring after he or she has attained the age of 65.

BORROWING POWERS

11. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

12. Any Director may by writing under his hand appoint (1) any other Director, or (2) any other person who is approved by the Board of Directors as hereinafter provided to be his alternate; and every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of the Directors and, in the absence from the Board of the Director appointing him, to attend and vote at Meetings of the Directors, and to exercise all the powers, rights, duties and authorities of the Director appointing him; Provided always that no appointment of a person other than a Director shall be operative unless and until such appointment has been approved by a resolution of the Directors or by a majority of the Directors. A Director may at any time revoke the appointment of an alternate appointed by him, and subject to such approval as aforesaid where requisite appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine, provided always that if any Director retires either by rotation or, being a Director appointed either to fill a casual vacancy or as an addition to the Directors, at the next annual General Meeting following his appointment but is re-elected at the meeting at which such retirement took effect, any appointment made by him pursuant to this Article which was in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired. The appointment of an alternate Director shall cease and determine on the happening of any event which if he was a Director would render him legally disqualified from acting as a Director or if he has a receiving order made against him or if he compounds with his creditors generally or if he becomes of unsound mind. An alternate Director need not hold a share qualification and shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate but he shall count as only one for the purpose of determining whether a quorum be present.
13. Every person acting as an alternate Director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him. The remuneration of any such alternate Director shall be payable out of the remuneration payable to the Director appointing him and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate and the Director appointing him.

DISQUALIFICATION OF DIRECTORS

14. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Clause 18 in Table A shall be modified accordingly.

PROCEEDINGS OF DIRECTORS

15. (a) A Director may vote at any meeting of the Directors or of any committee of the Directors on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.
- (b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

INDEMNITY

16. (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. This Article shall only have effect insofar as its provisions are not avoided by Section 310 of the Act.
- (b) Clause 118 in Table A shall not apply to the Company.

SPECIAL ARTICLES

17. So long as RBD is the registered holder of at least 10 per cent of the issued Ordinary Share Capital of the Company then notwithstanding anything to the contrary contained in these Articles the following provisions shall have effect:-

(a) RBD shall be entitled by notice in writing delivered at or sent by recorded delivery to the Company at its registered office for the time being:-

(i) to appoint the person specified in such notice who shall be subject to the approval of the Directors such approval not to be unreasonably withheld as a Director at a fee (including all directors' fees payable to him as a director of any subsidiary of the Company) at the rate of not less than One thousand pounds per annum (together with all reasonable expenses in attending and returning for meetings of the Directors or any committee of Directors or general meetings or in connection with the business of the Company); and

(ii) to remove such Director and to appoint another such person in his stead. Such Director shall not be removed by the Company or be subject to retirement by rotation or otherwise or required to hold any share qualification and shall be at liberty from time to time to make such disclosure to RBD relative to the business and affairs of the Company and of any subsidiary of the Company as he may in his absolute discretion determine. During such time or times (if any) there shall not be a Director appointed by RBD, RBD shall upon written request be entitled to examine the books and accounts of the Company and to be supplied from time to time with such information as to the trading and the financial position and affairs of the Company and of any of its subsidiaries as it may reasonably require.

(b) The Company shall not and shall procure that no subsidiary will without the consent of a majority of the Board of Directors which majority shall include the Director for the time being appointed to the Board by RBD or if there shall for the time being no such Director then without the consent in writing of RBD:-

- (i) create any mortgage or charge whether fixed or floating or any other incumbrance of a similar nature on its undertaking or assets or any part thereof;
- (ii) enter into or give or permit or suffer to subsist any guarantee of the due payment of money or performance of any contract engagement or obligation by any other person;
- (iii) borrow or raise any sum or sums whereby the aggregate amount for the time being outstanding of monies borrowed or raised by the Company its holding company (if any) and all the subsidiaries of the Company or of any such holding company otherwise than from PBD would exceed an amount equal to shareholders' funds being issued Ordinary Share Capital and revenue reserves after writing off goodwill and any other intangibles as determined from time to time. For the purpose of this sub-paragraph any amounts owing by the Company any such holding company or any such subsidiary and outstanding under deferred payment or abnormal credit terms the aggregate amount of any book debts sold by the Company such holding company or subsidiary or invoiced to or through a sales discount company the aggregate amount outstanding under all hire purchase and credit sale agreements entered into for the hire and purchase of goods by the Company and such holding company or subsidiary and any amounts raised by accommodation bills or by acceptances or by acceptances under any acceptance credit opened on behalf of the Company such holding company or subsidiary shall be deemed to be borrowed monies;
- (iv) enter into any contract or other arrangement or commitment involving expenditure on capital account or the realisation of capital assets whereby the amount or the aggregate amount of such expenditure or realisation by the Company any such holding company and all such subsidiaries would exceed £500,000 in any one year or on any one project.

For the purpose of this sub-paragraph the aggregate amount payable under any agreement for hire, hire purchase or purchase on deferred terms shall be deemed to be capital expenditure incurred in the year in which such agreement is entered into;

- (v) engage any new employee at remuneration which shall exceed the rate of Fifty thousand pounds per annum;
- (vi) increase the remuneration of any employee so that the same shall exceed the rate of Fifty thousand pounds per annum or increase the remuneration of any employee whose existing remuneration exceeds such rate. For the purpose of sub-paragraphs (v) and (vi) of this paragraph the expression "remuneration" includes salary, commission, fixed allowance by way of expenses, contributions or premiums paid by the Company, any such holding company or subsidiary to any pension scheme for the benefit or in respect of any policy of assurance on the life of an employee, and all other emoluments;
- (vii) issue any unissued shares for the time being in the capital of the Company or any debentures;
- (viii) without prejudice to the provisions of sub-paragraph (vii) of this paragraph issue Renounceable Allotment Letters or permit any person entitled to receive an allotment of shares to nominate another person to receive such allotment except on terms that no renunciation or nomination shall be registered unless the renouncee or person nominated (a) is approved by a majority of the Board of Directors, which majority shall include the Director for the time being appointed to the Board by RBD or, if there shall for the time being be no such Director approved in writing by RBD or (b) is a member of the family of the person to whom the shares comprised in the Renounceable Allotment Letter were originally allotted or of the person originally entitled to receive the allotment or (c) is a trustee of a trust established by any such person for the benefit or primarily for the benefit of members of his family.

For the purpose of this sub-paragraph (viii) "member of the family" means in relation to any such person any child, or other issue, any adopted child, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife or husband.

- (ix) do or permit or suffer to be done any act thing whereby any company which is subsidiary of the Company would cease to a subsidiary.

18. In these articles the expressions "RBD" shall mean Roy Bank Development Limited and "RBD Company" shall mean F or any holding company or subsidiary of RBD and any compa or corporation which succeeds to the whole or any part parts of the undertaking of RBD or any holding company subsidiary of any such company or corporation.
19. None of the provisions of Articles 3(a) and (b), 7, 12, 15, 16 or this Article shall be altered or abrogated so lo as RBD remains the registered holder of at least 10 per ce of the issued Ordinary Share Capital of the Company witho such consent or sanction on the part of RBD as would required if the Shares held by RBD formed a separate cla and the provisions of those Articles were special righ attached to the shares of that class.