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## DEED OF IRREVOCABLE UNDERTAKING

To: Mediclinic International Limited ("**Mediclinic**")

Al Noor Hospitals Group plc ("**Al Noor**")

9 October 2015

### Proposed Combination between Mediclinic and Al Noor

I, the undersigned, understand that Mediclinic and Al Noor are considering a transaction (the "**Combination**") on the terms and conditions set out or referred to in a draft of the firm intention announcement (the "**Firm Intention Announcement**"), a copy of which has been provided to me, subject to such non-material amendments to such terms and conditions as may be agreed between Mediclinic and Al Noor and/or such further terms and conditions as may be required by the SA Takeover Regulations (the "**Takeover Regulations**"), the City Code on Takeovers and Mergers (the "**Code**") and/or other applicable law including the rules of the Financial Conduct Authority (the "**FCA**"), the London Stock Exchange plc (the "**LSE**"), the securities exchange operated by JSE Limited ("**JSE**"), the South Africa Companies and Intellectual Property Commission ("**CIPC**"), the Financial Surveillance Department of the South African Reserve Bank ("**SARB**") or any other relevant securities exchange, and/or as are customarily included in offers made under the Takeover Regulations.

Defined terms in this deed shall have the same meaning as in the Firm Intention Announcement, unless otherwise defined in this deed.

I, the undersigned, understand that the Combination is expected to be implemented by way of a scheme of arrangement pursuant to section 114 of the South African Companies Act 2008 and that certain other approvals of Mediclinic shareholders are required in order to implement, or in connection with, the Combination, the Special Dividend and the Tender Offer.

## 1. Warranties and undertakings

Subject to Mediclinic and Al Noor having announced the Combination on the terms of the Firm Intention Announcement within 5 Business Days of the date of this deed (subject to such non-material amendments to such terms and conditions as may be agreed between Mediclinic and Al Noor and/or such further terms and conditions as may be required by the Takeover Regulations, the Code and/or other applicable law including the rules of the FCA, the LSE, the JSE, the CIPC, the SARB or any other relevant securities exchange, and/or as are customarily included in offers made under the Takeover Regulations), I irrevocably and unconditionally undertake, represent and warrant to Mediclinic and Al Noor that:

- (i) I am the beneficial owner of (or am otherwise able to control the exercise of all rights attaching to, including voting rights and the ability to procure the transfer of), and/or am the registered holder of, the number of ordinary shares in the capital of Mediclinic set out in the first column of the table below (the "**Shares**", which expression shall include any other shares in Mediclinic issued after the date hereof and attributable to or derived from such shares);
- (ii) I am not interested in any shares or other securities of Mediclinic other than the Shares or in any shares or other securities of Al Noor or Spire Healthcare Group plc;
- (iii) I am able to transfer, or procure the transfer of, the Shares free from all liens, equities, charges, encumbrances, options, rights of pre-emption, and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them;
- (iv) I shall not before the Combination becomes fully effective in accordance with its terms (the "**Effective Date**") (or, if earlier, the date on which the Combination lapses or is withdrawn):
  - (a) sell, transfer, charge, encumber, grant any option over or otherwise dispose of or permit the sale, transfer, charging or other disposition or creation or grant of any other encumbrance or option of or over all or any of such Shares or interest in such Shares; or
  - (b) enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur any obligation or permit any obligation to arise:
    - (I) in relation to, or operating by reference to the Shares; or
    - (II) to do all or any of the acts referred to in sub-paragraph (a) above; or
    - (III) which would or might preclude me from complying with my obligations under paragraph 2,and references in this paragraph (b) to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation whether or not subject to any conditions or which is to take effect upon or following the Effective Date or lapsing or upon or following this undertaking ceasing to be binding or upon or following any other event;
- (v) before the Effective Date (or, if earlier, the date on which the Combination lapses or is withdrawn), I shall not, in my capacity as a shareholder of Mediclinic, without the consent of Al Noor, convene or requisition, or join in convening or requisitioning, any general or class meeting of Mediclinic for the purposes of voting on any resolution referred to under paragraph 2(i) below;
- (vi) if I acquire any shares or other securities of Mediclinic (or any interest therein), such shares, securities or interest (as the case may be) shall be deemed to be included in the expression "Shares" for the purposes of this undertaking and I shall notify Al Noor and Mediclinic

immediately of any such acquisition and of any other dealing, or change in the number of Shares;

- (vii) I shall immediately notify you in writing of any change to or inaccuracy in any information supplied by me or representation or warranty given by me under this undertaking; and
- (vii) I have full power and authority and the right (free from any legal or other restrictions), and will at all times continue to have all relevant power and authority and the right, to enter into and perform my obligations under this undertaking in accordance with their terms.

## 2. General Meeting

Subject to Mediclinic and Al Noor having announced the Combination on the terms of the Firm Intention Announcement within 5 Business Days of the date of this deed (subject to such non-material amendments to such terms and conditions as may be agreed between Mediclinic and Al Noor and/or such further terms and conditions as may be required by the Takeover Regulations, the Code and/or other applicable law including the rules of the FCA, the LSE, the JSE, the CIPC, the SARB or any other relevant securities exchange, and/or as are customarily included in offers made under the Takeover Regulations), I irrevocably and unconditionally undertake that:

- (i) I shall exercise, or, where applicable, procure the exercise of, all voting rights attaching to the Shares on each resolution (whether or not amended and whether put on a show of hands or a poll) which is proposed at any general meeting of Mediclinic (including any adjournment thereof) ("**General Meeting**") which:
  - (a) is necessary to implement, or desirable in connection with the implementation of, the Combination, the Special Dividend or the Tender Offer (the "**Resolutions**"), in favour of such Resolutions; and
  - (b) might reasonably be expected: (1) to have any impact on the fulfilment of any condition to the Combination, the Special Dividend or the Tender Offer; (2) to impede or frustrate the Combination, the Special Dividend or the Tender Offer in any way (which shall include any resolution to approve any transaction relating to the acquisition of any shares in Mediclinic by a third party); or (3) to impact on the success of the Combination, the Special Dividend or the Tender Offer, in each case only in accordance with Al Noor's instructions;
- (ii) I shall exercise, or, where applicable, procure the exercise of, all rights attaching to the Shares to requisition or join in the requisitioning of any general meeting of Mediclinic for the purposes of voting on any resolution referred to under paragraph 2(i) above, or to require Mediclinic to give notice of any such meeting, only in accordance with Al Noor's instructions;
- (iii) for the purpose of voting on any resolution referred to under paragraph 2(i)(b) above, I shall, if required by Al Noor, execute any form of proxy required by Al Noor appointing any person nominated by Al Noor to attend and vote at the relevant meetings; and
- (iv) I shall not take any action which is or may be prejudicial to the passing of the Resolutions (or any one or more Resolution) or to the implementation of the Combination, or act in any way which is inconsistent with this undertaking.
- (v) I shall after the posting of the circular to be sent to shareholders of Mediclinic containing the notice convening the General Meeting (the "**Circular**") (and without prejudice to any right I have to attend and vote in person at the General Meeting), return, or procure the return of, if applicable, the signed forms of proxy enclosed with the Circular (completed and signed and voting in favour of all of the Resolutions) in accordance with the instructions printed on those forms of proxy and, if applicable, in respect of any Shares held in uncertificated form, take or procure the taking of any action which may be required by Mediclinic or its nominated representative in order to make a valid proxy appointment and give valid proxy instructions (voting in favour of the Resolutions), as soon as possible and in any event within seven days

after the posting of the Circular, and I shall not withdraw or revoke such proxy appointment or proxy instructions.

### **3. Miscellaneous**

- (i) The obligations and provisions set out in this undertaking apply equally to the persons from whom I am to procure votes in favour of the resolutions pursuant to paragraph 2(i) above and I shall, to the extent that I am lawfully able to do so, procure the observance by such persons of the terms hereof as if they were each specifically a party hereto.
- (ii) I consent to the issue of an announcement incorporating references to me and to this undertaking substantially in the terms set out in the Firm Intention Announcement. In addition, I consent to particulars of this deal being set out in any formal documentation implementing the Combination and any related circular, prospectus or equivalent document. I understand that, if the Combination proceeds, this undertaking will be made available for inspection and published on one or more websites, as required by applicable law and regulation.
- (iii) I irrevocably and by way of security for my obligations hereunder appoint each of Al Noor and any director of Al Noor to be my attorney to execute on my behalf proxy forms for the General Meeting in respect of the Shares (as applicable) and to sign, execute and deliver any documents and to do all acts and things as may be necessary for or incidental to the passing of the Resolutions and/or the performance of my obligations under this undertaking.
- (iv) I confirm that my execution of this deed and my performance of my obligations hereunder does not and shall not:
  - (a) contravene any law or regulation to which I am subject; or
  - (b) conflict with, or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on us..
- (v) This undertaking shall not oblige Mediclinic or Al Noor to announce or proceed with the Combination but shall cease to have any effect if Mediclinic and Al Noor shall not have announced a firm intention to proceed with the Combination on or before the date stated in paragraph 2 above, or such later date as Mediclinic and Al Noor may agree, or if after such firm intention announcement, Mediclinic and Al Noor announce that they do not intend to proceed with the Combination and no new revised or replacement proposal is announced by Mediclinic and Al Noor.
- (vi) This undertaking shall be governed by and construed in accordance with English law. Any matter, claim or dispute, whether contractual or non-contractual, arising out of or in connection with this undertaking is to be governed by and determined in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

Ordinary Shares

**Name of beneficial shareholder**

**Number  
of shares**

**Beneficial & associates:**

Elstelm Beleggings (Pty) Ltd (account held with Investec)  
Mrs E Hertzog (account held with Investec)  
Dr E de la H Hertzog (account held with Investec)

5 376 927  
550 274  
80 567  
6 007 768

I intend this document to be a deed and execute and deliver it as a deed.

Executed as a deed by:  **E DE LA H HERTZOG** 12/10/15

in the presence of:

Signature of witness: 

Name of witness: A- GRIEVE

Address of witness: 

Occupation of witness: 

## Annex

[Form of Announcement]

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