

14 October 2015

REMGRO HEALTHCARE HOLDINGS (PROPRIETARY) LIMITED

and

AL NOOR HOSPITALS GROUP PLC

SHARE SUBSCRIPTION AGREEMENT

Slaughter and May
One Bunhill Row
London, EC1Y 8YY
(RAI/MJMC)

532057514

CONTENTS

1.	INTERPRETATION	1
2.	CONDITIONS	5
3.	SUBSCRIPTION, ALLOTMENT AND ISSUE	7
4.	WARRANTIES AND UNDERTAKINGS OF THE COMPANY	7
5.	WARRANTIES OF THE SUBSCRIBER	8
6.	NOTICES	8
7.	ASSIGNMENT	10
8.	ENTIRE AGREEMENT	10
9.	VARIATION AND WAIVER	10
10.	COUNTERPARTS	11
11.	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	11
12.	GOVERNING LAW AND JURISDICTION	11
13.	AGENT FOR SERVICE	11
	Schedule 1	13
	Schedule 2	14
	SIGNATURES	15
	Annex (Announcement)	16

THIS AGREEMENT is entered into on 14 October 2015

BETWEEN:

1. REMGRO HEALTHCARE HOLDINGS (PROPRIETARY) LIMITED, a private company incorporated in South Africa with its registered office at Millennia Park, 16 Stellantia Avenue, Stellenbosch, 7600, South Africa (the "**Subscriber**"); and
2. AL NOOR HOSPITALS GROUP PLC, a public limited company incorporated in England & Wales with its registered office at 1st Floor, 40 Dukes Place, London EC3A 7NH (the "**Company**").

BACKGROUND:

- (A) On the date of this Agreement, Mediclinic International Limited ("**Mediclinic**") and the Company intend to announce a proposed transaction (the "**Combination**") pursuant to which, among other things, (1) the Company will offer to acquire all of the shares in Mediclinic by way of a scheme of arrangement pursuant to section 114 of the South African Companies Act 71 of 2008, under the terms of which Mediclinic shareholders will receive 0.62500 new ordinary shares in the share capital of the Company for every Mediclinic share at the relevant record time (the "**Mediclinic Scheme**"); (2) subject to the Mediclinic Scheme becoming unconditional (save for any condition that, by its nature, can be satisfied or waived only immediately before the Mediclinic Scheme becomes effective and operative), the Mediclinic group may transfer to the Group the shares in certain subsidiaries conducting its operations outside South Africa and Namibia (the "**Offshore Assets Transfer**"); (3) all existing shareholders of the Company at the relevant record date will receive a special dividend of £3.28 per share, conditional on the Mediclinic Scheme becoming effective and operative (the "**Special Dividend**"); and (4) all existing shareholders of the Company will be provided with an opportunity to tender their shares to the Company for cancellation, for a cash payment of £8.32 per share, conditional on the Mediclinic Scheme becoming effective and operative and subject to a scale-back arrangement to the extent that more than 74,069,109 shares are tendered (the "**Tender Offer**").
- (B) The Subscriber has agreed to subscribe (or procure one of its Affiliates to subscribe) for 72,115,384 new shares in the Company at a subscription price of £8.32 per share, conditional on completion of the Combination, to part-fund the Special Dividend and Tender Offer to be undertaken by the Company conditional on completion of the Combination.

WHEREBY IT IS AGREED as follows:

1. INTERPRETATION

- 1.1 In this Agreement (including the recitals to this Agreement):

Accounts	means the Audited Accounts and the Unaudited Accounts;
-----------------	--

Affiliate	means, with respect to any person, any person directly or indirectly controlling, controlled by or under common control with that person;
Announcement	means the joint announcement to be published by the Company and Mediclinic in respect of the Combination on the date of this Agreement, in the form annexed to this Agreement;
Bid Conduct Agreement	means the agreement entered into on the date of this Agreement between the Company and Mediclinic concerning the proposed Combination;
Business Day	means any day which is not a Saturday, Sunday or bank or public holiday in England or South Africa;
Circular	means the shareholder circular to be published by the Company in connection with the Combination, the Special Dividend and the Tender Offer, which will contain (among other things) a notice to convene the General Meeting;
Closing Date	means the date on which the Conditions are satisfied;
Code	means the City Code on Takeovers and Mergers;
Combination	has the meaning given in the recitals to this Agreement;
Companies Act	means the UK Companies Act 2006 (as amended);
Company	has the meaning given in the Recitals;
Company Warranties	has the meaning given in <u>clause 4.1</u> ;
Conditions	means the conditions set out in <u>clause 2.1</u> of this Agreement;
CREST	means the electronic transfer and settlement system for the paperless settlement of trades in listed securities operated by CRESTCo;
CRESTCo	means Euroclear UK and Ireland Limited, the operator (as defined in the CREST Regulations) of CREST;
CREST Regulations	means the Uncertificated Securities Regulations 2001 (SI 2001/3755);
Disclosure Rules and	means the disclosure rules and the transparency rules made by the UKLA under Part 6 of the FSMA (as set

Transparency Rules	out in the FCA Handbook) (as amended);
European Union or EU	means an economic and political union of 28 member states which are located primarily in Europe;
FCA	means the UK Financial Conduct Authority;
FCA Handbook	means the FCA's Handbook of Rules and Guidance;
FSMA	means the UK Financial Services and Markets Act 2000 (as amended);
General Meeting	means the general meeting of the Company to be convened for the purpose of considering, and if thought fit approving, the Shareholder Resolutions;
Group	means the Company and its subsidiary undertakings from time to time (which, for the avoidance of doubt, shall not include Mediclinic and its subsidiary undertakings);
IFRS	means International Financial Reporting Standards as adopted by the European Commission for use in the European Union;
Listing Rules	means the listing rules made by the UKLA under Part 6 of the FSMA (as set out in the FCA Handbook) (as amended);
London Stock Exchange	means London Stock Exchange plc;
Long Stop Date	means the date that is six months after the date of this Agreement (or such later date as the parties may agree in writing), provided that if (i) any person entitled to give a notice under section 164(3) of the SA Companies Act has given such notice within the period allowed therefor; and (ii) that person is able to satisfy the requirements of section 164(5) of the SA Companies Act; and (iii) the date on which the resolution to approve the Mediclinic Scheme or (if applicable) the Offshore Assets Transfer, is actually passed is fewer than 30 "business days" (within the meaning of the SA Companies Act) before the Long Stop Date, the Long Stop Date shall be deferred by such additional number of days as may be required to ensure that it falls on the 31st "business day" (within the meaning of the SA Companies Act) after the date on which that resolution was actually passed;

Mediclinic	has the meaning given in the recitals to this Agreement;
Mediclinic Scheme	has the meaning given in the Recitals;
Official List	means the official list maintained by the UKLA;
Offshore Assets Transfer	has the meaning given in the Recitals;
Panel	means the Panel on Takeovers and Mergers in the United Kingdom;
Permitted Action	means (i) the Special Dividend and the Tender Offer; (ii) the redemption of the 50,000 redeemable non-voting preference shares of £1 each in the capital of the Company; (iii) the allotment of shares in satisfaction of awards under the Company's share and incentive plans to the extent contemplated by the Bid Conduct Agreement; and (iv) any action that would not have an adverse effect on the price or value of the Subscription Shares and that is required in order to facilitate the implementation of the Combination (including the Special Dividend and the Tender Offer);
Proceedings	means any proceeding, suit or action arising out of or in connection with this Agreement or the negotiation, existence, validity or enforceability of this Agreement, whether contractual or non-contractual;
Prospectus	means the FCA-approved prospectus to be published by the Company in connection with (among other things) the Mediclinic Scheme and Admission;
Prospectus Rules	means the prospectus rules made by the UKLA under Part 6 of the FSMA (as set out in the FCA Handbook) (as amended);
Regulatory Information Service	has the meaning given in Appendix 1.1 to the Listing Rules;
Shareholder Resolutions	has the meaning given in <u>clause 2.1(C)</u> ;
Special Dividend	has the meaning given in the Recitals;
Subscription Price	means £8.32 per Subscription Share;
Subscription Shares	means the 72,115,384 new ordinary shares in the share capital of the Company, to be allotted and issued to the Subscriber on and subject to the terms of this

Agreement;

Surviving Provisions means clause 1 (*Interpretation*) and clause 6 (*Notices*) to clause 13 (*Agent for Service*), inclusive;

UK Takeover Code means the City Code on Takeovers and Mergers as from time to time amended and interpreted by the UK Takeover Panel;

UK Takeover Panel means the United Kingdom Panel on Takeovers and Mergers;

Tender Offer has the meaning given in the Recitals;

UKLA means the UK Listing Authority;

Working Hours means the period commencing at 9.00 a.m. and ending at 5.00 p.m. on a Business Day in the relevant place (as appropriate).

1.2 In this Agreement, unless otherwise specified:

- (A) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, re-enacted or amended; and
- (B) any reference to a “day” (including in the defined expression “Business Day”) shall mean a period of 24 hours running from midnight to midnight.

1.3 All headings to clauses are for convenience only and do not affect the interpretation of this Agreement.

2. CONDITIONS

2.1 The Company’s obligation to allot the Subscription Shares, and the Subscriber’s obligation to subscribe (or procure one of its Affiliates to subscribe) for them, shall be subject to the satisfaction (or, in the case of the condition in Clause 2.1(I), waiver) of the following conditions precedent:

- (A) the Announcement having been released via a Regulatory Information Service, in the form annexed to this Agreement, by 5 p.m. on the date of this Agreement or such later time or date as the Subscriber may approve;
- (B) the Circular having been formally approved by the Panel and the FCA, and the Prospectus having been formally approved by the FCA, and both having been published by the Company in accordance with the Code, the Listing Rules and the Prospectus Rules, as applicable;

- (C) the passing at the General Meeting of any and all resolutions of the Company's shareholders that are required or desirable in order for the Company to implement this Agreement, the Offshore Assets Transfer, the Mediclinic Scheme, the Special Dividend and the Tender Offer, on the terms set out in the Announcement (the "**Shareholder Resolutions**");
- (D) the passing at a general meeting of Mediclinic of any and all resolutions of Mediclinic's shareholders that are required or desirable in order for Mediclinic to implement the Offshore Assets Transfer and the Mediclinic Scheme, on the terms set out in the Announcement (the "**Mediclinic Shareholder Resolutions**");
- (E) the UKLA having acknowledged to the Company or its agent (and such acknowledgement not having been withdrawn) that the application for the admission of the new shares to be issued pursuant to the Mediclinic Scheme and the Subscription Shares to listing on the premium segment of the Official List has been approved and (subject to satisfaction of any conditions to which such approval is expressed) will become effective as soon as a dealing notice has been issued by the UKLA and any such listing conditions have been satisfied;
- (F) the London Stock Exchange having acknowledged to the Company or its agent (and such acknowledgement not having been withdrawn) that the new shares to be issued pursuant to the Mediclinic Scheme and the Subscription will be admitted to trading on the London Stock Exchange's main market for listed securities;
- (G) the Mediclinic Scheme becoming effective and operative in accordance with its terms;
- (H) there having been no change in the terms and conditions of the Offshore Assets Transfer (save for any determination by Mediclinic that it should not proceed), the Mediclinic Scheme, the Special Dividend or the Tender Offer from those terms set out in the Announcement, which change is adverse to the interests of the Subscriber, that has not been approved by the Subscriber; and
- (I) the Company not having declared, made or paid any dividend or other distribution, undertaken any return of capital, repurchased or redeemed any shares or allotted any bonus shares or bonus securities between the date of this Agreement and the Closing Date, other than a Permitted Action,

(together, the "**Conditions**").

2.2 If any of the Conditions remains unsatisfied (and, in the case of the condition in Clause 2.1(I), not waived) by 5.00 p.m. on the Long Stop Date, then this Agreement shall automatically terminate (except for the Surviving Provisions) but without prejudice to any right or claim that the Subscriber may have against the Company (or *vice versa*) by reason of any prior breach of this Agreement.

2.3 If:

- (A) any of the Shareholder Resolutions is voted down at the General Meeting (other than any Shareholder Resolution that, by its terms, is not required to be passed in order for the Combination to be implemented (which for the avoidance of doubt, includes the Remuneration Resolutions (as defined in the Implementation Agreement));
- (B) any of the Mediclinic Shareholder Resolutions is voted down at the Mediclinic Scheme Meeting (other than any Shareholder Resolution that, by its terms, is not required to be passed in order for the Combination to be implemented); or
- (C) the Mediclinic Scheme lapses or is withdrawn,

then the Subscriber may terminate this Agreement (except for the Surviving Provisions) by notice to the Company without prejudice to any right or claim that the Subscriber may have against the Company (or *vice versa*) by reason of any prior breach of this Agreement.

- 2.4 The condition in Clause 2.1(I) is for the benefit of the Subscriber and may be waived by the Subscriber in its sole discretion by notice in writing to the Company.

3. SUBSCRIPTION, ALLOTMENT AND ISSUE

- 3.1 Subject to the satisfaction of the Conditions, on the Closing Date the Company shall:

- (A) allot the Subscription Shares to the Subscriber or the Subscriber's nominee or custodian (as notified to the Company by the Subscriber (or its advisers on its behalf) not fewer than five Business Days before the expected Closing Date); and
- (B) issue the Subscription Shares in uncertificated form to the Subscriber or the Subscriber's nominee or custodian (as so notified), causing the CREST account of the Subscriber (or the Subscriber's nominee or custodian, as applicable) to be credited with the Subscription Shares.

- 3.2 Subject to the satisfaction of the Conditions, on the Closing Date the Subscriber shall pay (or procure one of its Affiliates to pay) the aggregate Subscription Price for all of the Subscription Shares to the Company by way of electronic funds transfer to the bank account in the name of the Company notified by the Company to the Subscriber not fewer than five Business Days before the expected date for payment.

4. WARRANTIES OF THE COMPANY

- 4.1 The Company warrants to the Subscriber that each of the warranties set out in Schedule 1 (Company Warranties) (the "**Company Warranties**") is true as at the date of this Agreement.
- 4.2 Each of the Company Warranties shall be construed separately and none of the warranties shall be limited or restricted by reference to or inference from the terms of any other warranty or any other provision of this Agreement.

- 4.3 The sole remedy of the Subscriber in respect of a breach of any of the Company Warranties shall be a claim for damages.

5. WARRANTIES OF THE SUBSCRIBER

- 5.1 The Subscriber warrants to the Company that each of the warranties set out in Schedule 2 (*Subscriber Warranties*) is true as at the date of this Agreement.
- 5.2 Each of the warranties set out in Schedule 2 (*Subscriber Warranties*) shall be construed separately and none of the warranties shall be limited or restricted by reference to or inference from the terms of any other warranty or any other provision of this Agreement.
- 5.3 The sole remedy of the Company in respect of a breach of any of the Subscriber Warranties shall be a claim for damages.

6. NOTICES

- 6.1 A notice under this Agreement shall only be effective if it is in writing. For the avoidance of doubt, the parties agree that notices sent by fax or email are considered to be in writing.
- 6.2 Notices under this Agreement to be given to the Company shall be delivered by hand (including courier) to the Subscriber at its address, or sent by fax or email, in each case marked for the attention of the individual, as set out below, provided that the Subscriber may change its notice details on giving notice to the other parties of the change in accordance with this clause 6 (*Notices*).

Address: Al Noor Hospitals Group plc
1st Floor, 40 Dukes Place
London EC3A 7NH

Email: victoria.dalby@capita.co.uk; Elaine.Hughes@capita.co.uk

For attention of: Company Secretary (Victoria Dalby/Elaine Hughes)

With a copy to

Address: Linklaters LLP
One Silk Street
London, EC2Y 8HQ
United Kingdom

Fax: +44 (0)20 7456 2222

Email: iain.fenn@linklaters.com
and
john.lane@linklaters.com

For attention of: Iain Fenn and John Lane

- 6.3 Notices under this Agreement to be given to the Subscriber shall be delivered by hand (including courier) to the Company at its address, or sent by fax or email, in each case marked for the attention of the individual, as set out below, provided that the Company may change its notice details on giving notice to the other parties of the change in accordance with this clause 6 (*Notices*):

Address: Remgro Healthcare Holdings (Proprietary) Limited
Millennia Park
16 Stellantia Avenue
Stellenbosch, 7600
South Africa

Fax: +27 (0) 21 888 3399

Email: ml@remgro.com

For attention of: The Company Secretary

With a copy to

Address: Slaughter and May
One Bunhill Row
London, EC1Y 8YY
United Kingdom

Fax: +44 (0)20 7090 5000

Email: oliver.wareham@slaughterandmay.com
and
robert.innes@slaughterandmay.com

For attention of: Oliver Wareham and Robert Innes

- 6.4 Any notice given under this Agreement shall, in the absence of earlier receipt, be deemed to have been duly given as follows:

- (A) if delivered by hand, on delivery;
- (B) if sent by fax, when sent; and
- (C) if sent by e-mail, when sent.

- 6.5 Any notice given under this Agreement outside Working Hours in the place to which it is addressed shall be deemed not to have been given until the start of the next period of Working Hours in such place.

- 6.6 To prove service, it is sufficient to prove: (i) in the case of post, that the envelope containing the notice was properly addressed and posted; (ii) in the case of fax, that the

fax was duly sent to the number of the party to be served and an electronic acknowledgement was received; and (iii) in the case of email, that an electronic “read receipt” was received by the sender.

7. ASSIGNMENT

- 7.1 The Subscriber shall be permitted to assign all or any part of the benefit of, or its rights or benefits in respect of, the Company Warranties, to any of its Affiliates to which all of the Subscription Shares are transferred, provided that the liability of the Company in respect of the Company Warranties (to the Subscriber or any such assignee) shall be no greater than it would have been had such assignment not occurred.
- 7.2 No party shall make a declaration of trust in respect of or enter into any arrangement whereby it agrees to hold in trust for any other person all or any part of the benefit of, or its rights or benefits under, this Agreement.

8. ENTIRE AGREEMENT

- 8.1 This Agreement constitutes the whole and only agreement between the parties relating to the subscription for, and allotment and issue of, the Subscription Shares.
- 8.2 Except in the case of fraud, no party shall have any right of action against any other party to this Agreement arising out of or in connection with any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this Agreement made or given by any person at any time prior to the date of this Agreement except to the extent that it is repeated in this Agreement.

9. VARIATION AND WAIVER

- 9.1 Any variation of this Agreement shall be in writing and signed by or on behalf of the parties.
- 9.2 Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given, and shall not prevent the party who has given the waiver from subsequently relying on the provision it has waived.
- 9.3 A party that waives a right in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.
- 9.4 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof.
- 9.5 No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.
- 9.6 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

10. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties to this Agreement do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999 (as amended), by any person who is not a party to this Agreement.

12. GOVERNING LAW AND JURISDICTION

12.1 This Agreement 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 Agreement is to be governed by and determined in accordance with English law.

12.2 The courts of England are to have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, arising out of or in connection with this Agreement. Any Proceedings shall be brought only in the courts of England.

12.3 Each party waives (and agrees not to raise) any objection, on the ground of *forum non conveniens* or on any other ground, to the taking of Proceedings in the courts of England. Each party also agrees that a judgment against it in Proceedings brought in England shall be conclusive and binding upon it and may be enforced in any other jurisdiction.

12.4 Each party irrevocably submits and agrees to submit to the jurisdiction of the courts of England.

13. AGENT FOR SERVICE

13.1 The Subscriber irrevocably appoints Trusec Limited of 2 Lambs Passage, London EC1Y 8BB to be its agent for the receipt of Service Documents. It agrees that any Service Document may be effectively served on it in connection with Proceedings in England and Wales by service on its agent effected in any manner permitted by the Civil Procedure Rules.

13.2 If the agent at any time ceases for any reason to act as such, the Subscriber shall appoint a replacement agent having an address for service in England or Wales and shall notify the Company of the name and address of the replacement agent. Failing such appointment and notification, the Company shall be entitled by notice to Subscriber to appoint a replacement agent to act on behalf of the Subscriber. The provisions of this clause 13 (*Agent for Service*) applying to service on an agent apply equally to service on a replacement agent.

- 13.3 A copy of any Service Document served on an agent shall be sent by post to the Subscriber. Failure or delay in so doing shall not prejudice the effectiveness of service of the Service Document.
- 13.4 For the purpose of this clause 13 (*Agent for Service*), “**Service Document**” means a claim form, application notice, order, judgment or other document relating to any Proceedings.

Schedule 1
(Company Warranties)

1. Capacity and authority, no conflict with other obligations etc

- 1.1 The Company is duly incorporated and validly existing under its jurisdiction of incorporation.
- 1.2 The Company has the power under its constitutional documents and applicable law, and (save for the shareholder approvals referred to at clause 2.1(C)) has obtained all necessary corporate authorities required for it to enter into, and perform its obligations under, and has duly executed, this Agreement.
- 1.3 There are no governmental or regulatory approvals or other third party approvals required for the Company to enter into, and perform its obligations under, this Agreement.
- 1.4 The Company's obligations under this Agreement constitute valid and legally binding obligations of the Company.
- 1.5 The entering into, and performance by the Company of its obligations under, this Agreement, will not infringe or exceed:
 - (A) any constitutional limits, powers or restrictions binding upon the Company and/or any of its assets; or
 - (B) the terms of any contract or instrument to which the Company is a party or by which it is bound.

2. The Subscription Shares

The Subscription Shares will, when issued, be free from encumbrances, credited as fully paid and have the same rights as and rank *pari passu* in all respects with each other and with the existing ordinary shares in the Company, including the right to participate in all dividends and other distributions declared with reference to a record date on or after the Closing Date.

Schedule 2
(Subscriber Warranties)

1. Capacity and authority, no conflict with other obligations etc

- 1.1 The Subscriber is duly established and validly existing under its jurisdiction of incorporation.
- 1.2 The Subscriber has the power under its constitutional documents and applicable law, and has obtained all necessary approvals required for it to enter into, and perform its obligations under, this Agreement.
- 1.3 There are no governmental or regulatory approvals or other third party approvals (which have not been obtained at the date of this Agreement) required for the Subscriber to enter into, and perform its obligations under, this Agreement.
- 1.4 The Subscriber's obligations under this Agreement constitute valid and legally binding obligations of the Subscriber.
- 1.5 The entering into, and performance by the Subscriber of its obligations under, this Agreement, will not infringe or exceed:
 - (A) any constitutional limits, powers or restrictions binding upon the Subscriber and/or any of its assets; or
 - (B) the terms of any contract or instrument to which the Subscriber is a party or by which it is bound.

SIGNATURES

Signed on behalf of)
AL NOOR HOSPITALS GROUP PLC)
by: *Ronald Lavater*)
.....)
(Director))

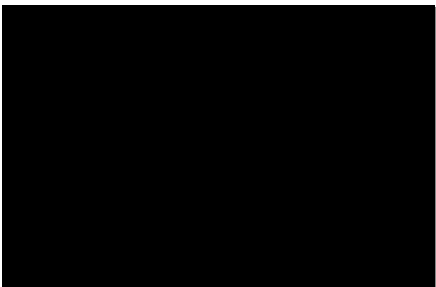


Signed on behalf of)
REMGRO HEALTHCARE HOLDINGS)
(PROPRIETARY) LIMITED)
by:)
.....)
(Director))

SIGNATURES

Signed on behalf of)
AL NOOR HOSPITALS GROUP PLC)
by:) _____
.....)
(Director))

Signed on behalf of)
REMGRO HEALTHCARE HOLDINGS)
(PROPRIETARY) LIMITED)
by: **PR Louw**)
.....)
(Director))



Annex
(Announcement)