

RNS Offer for

Recommended Offer for Spire Healthcare Group plc

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Ramsay Health Care Limited
26 May 2021

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THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION

FOR IMMEDIATE RELEASE

26 May 2021

RECOMMENDED CASH OFFER

for

Spire Healthcare Group plc

by

Ramsay Health Care Limited

to be effected through its wholly owned subsidiary, Ramsay Health Care (UK) Limited, by way of a scheme of arrangement under Part 26 of the UK Companies Act 2006

Summary

- The boards of Ramsay Health Care Limited ("**Ramsay**") and Spire Healthcare Group plc ("**Spire**") are pleased to announce that they have reached agreement on the terms of a recommended cash acquisition of the entire issued and to be issued share capital of Spire by Ramsay Health Care (UK) Limited ("**Ramsay UK**"). The Transaction is to be effected by means of a scheme of arrangement under Part 26 of the Companies Act.

- Under the terms of the Transaction, Spire Shareholders will be entitled to receive:

| for each Spire Share | 240 pence in cash |
|-----------------------------|--------------------------|
|-----------------------------|--------------------------|

- The Transaction values Spire's entire issued and to be issued share capital at approximately £999.6 million on a fully diluted basis and approximately £2,063.6 million on an enterprise value basis (including IFRS 16 lease liabilities). It represents:
 - a premium of 24.4 per cent. to the Closing Price of 193 pence per Spire Share on the Latest Practicable Date;
 - a premium of 47.6 per cent. to the volume weighted average Closing Price of 163 pence per Spire Share over the 180 day period ending on the Latest Practicable Date;
 - a premium of 55.8 per cent. to the Closing Price of 154 pence per Spire Share on 5 March 2021 being the last Business Day prior to Ramsay's first approach to Spire;
 - an implied enterprise value multiple of approximately 10.9x Spire's post-IFRS EBITDA of £189.0 million for the year ended 31 December 2019 (prior to the COVID-19 pandemic); and
 - an implied enterprise value multiple of approximately 11.6x Spire's pre-IFRS EBITDA of £120.5 million, for the year ended 31 December 2019 (prior to the COVID-19 pandemic).

Commenting on the Transaction, Craig McNally, CEO and Managing Director of Ramsay said:

"This transaction will enable Ramsay to build on its established reputation for delivering high quality patient care and outcomes in the UK. The proposed combination builds a broader platform to take advantage of the opportunity for sustained growth in the £5.8 billion UK private hospital sector, with the aim of delivering best-in-class healthcare to all patients. Ramsay and Spire together would lead the way on patient outcomes through bolstered partnerships with private health insurers, the NHS, consultant partners and associated clinical networks.

We are committed to meeting the needs of the NHS and contributing meaningfully to the publicly funded system which has shown great resilience during the COVID-19 crisis. Ramsay will work closely with the Department of Health & Social Care to ensure all shared objectives are closely aligned and we stand ready to support the NHS in tackling the significant increase in waiting lists and the return of elective procedures in the UK.

Spire's track record of serving self-pay and insured patients will increase patient choice at Ramsay. It will enhance our capacity to work closely with our consultant partners and clinicians to ensure further investment in clinical excellence in all our specialties through the provision of multi-disciplinary care to better service both self-pay and

insured patients. The Transaction will also create the platform to address the growing patient demand for more convenient healthcare through increased investment in digital innovation and transformation.

We believe that the combined group will provide an exciting opportunity for Spire employees and consultant partners, and look forward to welcoming them to Ramsay in due course."

Commenting on the Transaction, Justin Ash, CEO of Spire said:

"I am immensely proud of the Spire business and the tremendous efforts of colleagues across the group who are passionate about providing outstanding personalised care and delivering a positive difference to patients' lives. Spire has made significant progress towards the strategic goals laid out in 2018, including a material improvement in CQC ratings, strong growth in private payor income, and, more recently, has showcased its strengths and capabilities through its partnership with the NHS during the COVID-19 pandemic.

The highly complementary combination of Spire and Ramsay presents a unique opportunity to accelerate this progress, will increase choice to private and NHS patients across the UK and will offer a platform where our colleagues, consultant partners, businesses, and broader stakeholder group, including the NHS, can continue to deliver a positive difference to patients."

Background to and reasons for the Transaction

- The Ramsay Board believes that the Transaction will be transformational for Ramsay UK's business, that it has a compelling strategic and financial rationale and that it delivers significant benefits for both Spire and Ramsay stakeholders. Ramsay's track record in serving the NHS and Spire's complementary expertise in serving private patients creates a leading platform across the UK which will better serve local healthcare needs and benefit patients, communities and key stakeholders, including both public and private payors.
- The combination of Spire with Ramsay UK will provide benefits for patients, colleagues, clinicians, consultant partners and across payor groups through:
 - an increased ability to address growing patient demand for more convenient healthcare (such as remote/digitised healthcare services) through investment in digital innovation and transformation;
 - a continued focus on patient safety;
 - an enhanced employee proposition;
 - working with consultant partners to ensure further investment in clinical excellence in all specialties through the provision of multi-disciplinary care;
 - the creation of an enhanced offering for private patients;
 - the creation of a more valuable partner to the NHS;
 - a focus on patient outcomes bolstered through strengthened partnerships across the sector, in particular with consultant partners and clinicians and associated clinical networks, as well as the NHS and private insurers; and
 - ensuring increased access to care through the optimisation of capacity utilisation to achieve volume growth.
- Further, the Transaction:
 - brings together two complementary UK private healthcare service providers with a shared culture of clinical excellence, high quality care and patient safety to create an enhanced platform with a wider-reaching footprint of services in the UK;
 - transforms Ramsay's existing platform in the UK, extending the reach of its capabilities and patient access, increasing capacity utilisation and diversifying its payor sources and case mix;
 - allows the Combined Group to remain committed to the environmental, social and governance objectives that both Ramsay and Spire have put in place both internationally and in the UK;
 - provides the foundation for further growth opportunities, in line with Ramsay's strategic vision of creating the leading ecosystem for patient-centric, integrated care; and
 - is expected to create significant value for Ramsay's shareholders, delivering high single digit EPS accretion for the Ramsay Group in FY 2024 and ROIC above WACC in FY 2024, driven by combined annual benefits of at least £26 million across procurement savings, pathway enhancements, improved capacity utilisation and the reduction of administrative costs following the proposed de-listing of Spire following the Effective Date.⁽¹⁾

(1) The synergies are expected to be earned regardless of the CMA process. The EPS accretion and ROIC may ultimately be impacted by the outcome of the CMA review.

Spire recommendation

- The Spire Directors, who have been so advised by Goldman Sachs International and J.P. Morgan Cazenove as to the financial terms of the Transaction, consider the terms of the Transaction to be fair and reasonable. In providing their advice to the Spire Directors, Goldman Sachs International and J.P. Morgan Cazenove have taken into account the commercial assessments of the Spire Directors. Goldman Sachs International and J.P. Morgan Cazenove are providing independent financial advice to the Spire Directors for the purposes of Rule 3 of the Takeover Code.
- **Accordingly, the Spire Directors intend to recommend unanimously that Spire Shareholders vote in favour of the Scheme at the Court Meeting and the Spire Resolutions at the General Meeting as the Spire Directors who hold, or are otherwise beneficially interested in, Spire Shares have irrevocably undertaken to do in respect of their own beneficial holdings of, in aggregate, 1,263,427 Spire Shares representing approximately 0.3 per cent. of Spire's issued share capital on the Latest Practicable Date.**

Irrevocable undertakings

- In addition to the irrevocable undertakings from the Spire Directors, Ramsay UK has also received irrevocable undertakings from Mediclinic and the former Chairman of Spire, Garry Watts, to vote, or procure a vote, in favour of the Scheme at the Court Meeting and the Spire Resolutions at the General Meeting (or, in the event that the Transaction is implemented by way of a Takeover Offer, to accept or procure acceptance of such Takeover Offer) in respect of, in aggregate, 120,576,912 Spire Shares, representing approximately 30.1 per cent. of Spire's issued share capital on the Latest Practicable Date.

- Ramsay UK has therefore received irrevocable undertakings in respect of a total of 121,840,339 Spire Shares, representing, in aggregate, approximately 30.4 per cent. of Spire's issued share capital on the Latest Practicable Date.
- Further details of these irrevocable undertakings (and the circumstances in which they shall cease to be binding or otherwise fall away) are set out in Appendix 3 of this Announcement.

Information on Ramsay and Ramsay UK

- Ramsay provides quality health care through a global network of clinical practice, teaching and research. Ramsay's global network extends across 10 countries, with over eight million admissions/patient visits per year to its facilities in over 500 locations. Ramsay was founded by Paul Ramsay AO (1936-2014) in 1964 and has always focused on maintaining the highest standards of quality and safety; being an employer of choice; and operating the business based on a culture known as the 'Ramsay Way' which is guided by a values philosophy based on "People Caring for People". Ramsay listed on the Australian Stock Exchange in 1997 and has a market capitalisation of A\$14.9 billion (£8.2 billion) and an enterprise value of A\$17.0 billion (£9.3 billion) (A\$22.1 billion (£12.2 billion) inclusive of lease liabilities) as at the Latest Practicable Date. The Ramsay Group employs over 77,000 people globally.
- Ramsay's activities are split across four regions: Australia, Europe, UK and Asia.
- Ramsay UK operates 37 facilities, including three neurological rehabilitation centres and a mobile diagnostic scanning fleet. Ramsay UK is a leading independent provider to the NHS and a leader for electronic referrals from general practitioners, caring for over 200,000 patients per annum with support from over 7,000 staff and working in partnership with over 3,000 consultants.

Information on Spire

- Spire is a leading independent hospital group in the United Kingdom focused on private patients, with a strong collaborative partnership with the NHS. Spire provides quality healthcare through 39 hospitals and eight clinics across England, Wales and Scotland. Spire has 14,200 colleagues, and works with almost 7,500 consultants, who together delivered tailored, personalised care to almost 750,000 patients during 2020.
- Spire provides a high standard of care to private patients in the UK, both self-paying and insured. It has expertise in the provision of high-acuity care, including for cancer, cardiac and other critically-ill patients. It operates 17 cancer centres and five critical care units. It is also a leading provider of orthopaedic services. Spire operates a well-invested estate with a strong track record of quality of care and patient safety.
- The Spire Shares are listed on the premium segment of the Official List and admitted to trading on the main market for listed securities of the London Stock Exchange.

Timetable and Conditions

- The Transaction will be put to Spire Shareholders at the Court Meeting and the General Meeting. The Court Meeting and the General Meeting are required to enable Spire Shareholders to consider, and if thought fit, approve the Scheme and the resolutions to implement the Scheme. In order to become Effective, the Scheme must be approved by a majority in number, who represent at least 75 per cent. in value, of Scheme Shareholders who are on the register of members of Spire at the Voting Record Time, who are present and voting (and who are entitled to vote (whether in person or by proxy)), at the Court Meeting. In addition, the Spire Resolutions necessary to implement the Scheme must be passed by the requisite majority of Spire Shareholders at the General Meeting.
- The Transaction will be on the terms and subject to the Conditions set out in Appendix 1 of this Announcement. Full details of the Transaction will be set out in the Scheme Document. It is expected that the Scheme Document containing further information about the Transaction and notices of the Court Meeting and General Meeting, together with the Forms of Proxy, will be published and sent to Spire Shareholders within 28 days of this Announcement (unless the Panel agrees otherwise). An expected timetable of principal events will be included in the Scheme Document.
- Ramsay also intends to engage with the CMA in relation to the Transaction. As part of this process, the CMA may require that Ramsay make divestments of certain hospitals and/or clinics, after the Transaction becomes Effective. The CMA is likely to require the two businesses to be held separately until its review is complete.

This summary should be read in conjunction with, and is subject to, the full text of the following Announcement and the Appendices. The Conditions to, and certain further terms of, the Transaction are set out in Appendix 1 of this Announcement. The bases and sources for certain financial information contained in this Announcement are set out in Appendix 2 of this Announcement. Details of the irrevocable undertakings are set out in Appendix 3 of this Announcement. Certain definitions and terms used in this Announcement are set out in Appendix 4 of this Announcement.

Presentation

Ramsay Managing Director and CEO, Craig McNally, Ramsay Group CFO, Martyn Roberts, and Ramsay UK CEO, Andy Jones, will host a webcast presentation and conference call at 8.30 a.m. (London time) (5.30 p.m. (Australian Eastern Standard Time)) on 26 May 2021.

To register to access the webcast and conference call please click on the link to the Ramsay Group website: <https://www.ramsayhealth.com/investors/ramsay-announcement>. Please note you will need to pre-register for the event.

A copy of the presentation will be available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, in due course on Ramsay's website at www.ramsayhealth.com. The contents of the website referred to in this Announcement is not incorporated into and does not form part of this Announcement.

Enquiries:

| | |
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Ashurst LLP is retained as legal adviser to Ramsay and Ramsay UK. Freshfields Bruckhaus Deringer LLP is retained as legal adviser to Spire.

Important notices

*N.M. Rothschild & Sons Limited ("**Rothschild & Co**"), which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting as financial adviser exclusively for Ramsay and Ramsay UK and no one else in connection with the matters set out in this Announcement and will not be responsible to any person other than Ramsay and Ramsay UK for providing the protections afforded to clients of Rothschild & Co, nor for providing advice in relation to the content of this Announcement or any matter referred to herein. Neither Rothschild & Co nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Rothschild & Co in connection with this Announcement, any statement contained herein or otherwise.*

Goldman Sachs International, which is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority in the United Kingdom, is acting as financial adviser exclusively for Spire and no one else in connection with the matters set out in this Announcement and will not be responsible to anyone other than Spire for providing the protections afforded to clients of Goldman Sachs International, or for providing advice in relation to the content of this Announcement or any matter referred to herein.

*J.P. Morgan Securities plc, which conducts its United Kingdom investment banking business as J.P. Morgan Cazenove ("**J.P. Morgan Cazenove**"), is authorised in the United Kingdom by the Prudential Regulatory Authority and regulated in the United Kingdom by the Financial Conduct Authority and the Prudential Regulatory Authority. J.P. Morgan Cazenove is acting as financial adviser exclusively for Spire and no one else in connection with the matters set out in this Announcement and will not regard any other person as its client in relation to the matters set out in this Announcement and will not be responsible to anyone other than Spire for providing the protections afforded to clients of J.P. Morgan Cazenove, nor for providing advice in relation to the content of this Announcement or any matter referred to herein.*

*Lazard & Co., Limited ("**Lazard**"), which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting as financial adviser exclusively for Spire and no one else in connection with the matters set out in this Announcement and will not be responsible to any person other than Spire for providing the protections afforded to clients of Lazard, nor for providing advice in relation to the content of this Announcement or any matter referred to herein. Neither Lazard nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Lazard in connection with this Announcement, any statement contained herein or otherwise.*

*Numis Securities Limited ("**Numis**"), which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting exclusively for Spire and no one else in connection with the matters set out in this Announcement and will not regard any other person as its client in relation to the matters in this Announcement and will not be responsible to anyone other than Spire for providing the protections afforded to clients of Numis, nor for providing advice in relation to any matter referred to herein.*

This Announcement is for information purposes only and is not intended and does not constitute, or form part of, an offer, invitation or the solicitation of an offer to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of any securities, or the solicitation of any vote or approval in any jurisdiction, pursuant to the Transaction or otherwise. The Transaction shall be made solely by means of the Scheme Document which, together with the Forms of Proxy, shall contain the full terms and conditions of the Transaction, including details of how to vote in respect of the Transaction. Any decision in respect of, or other response to, the Transaction should be made only on the basis of the information in the Scheme Document.

Spire shall prepare the Scheme Document to be distributed to Spire Shareholders. Spire Shareholders are urged to read the Scheme Document when it becomes available because it shall contain important information relating to the Transaction.

This Announcement does not constitute a prospectus or prospectus equivalent document.

Overseas shareholders

This Announcement has been prepared for the purposes of complying with English law and the Takeover Code and the information disclosed may not be the same as that which would have been disclosed if this Announcement had been prepared in accordance with the laws of jurisdictions outside England and Wales.

The release, publication or distribution of this Announcement in or into jurisdictions other than the United Kingdom may be restricted by law. The availability of the Scheme to Spire Shareholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are resident. Persons who are not resident in the United Kingdom or who are subject to other jurisdictions should inform themselves of, and observe, any applicable requirements.

Unless otherwise determined by Ramsay and/or Ramsay UK or required by the Takeover Code, and permitted by applicable law and regulation, the Transaction shall not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Transaction by any such use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this Announcement and all documents relating to the Transaction are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this Announcement and all documents relating to the

Transaction (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions where to do so would violate the laws of that jurisdiction.

The Transaction shall be subject to the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange and the Financial Conduct Authority.

Additional information for US investors

The Transaction relates to shares of a company incorporated in England and Wales and is proposed to be effected by means of a scheme of arrangement under the laws of England and Wales. A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules or proxy solicitation rules under the US Exchange Act. Accordingly, the Transaction is subject to the disclosure and procedural requirements applicable in the United Kingdom to schemes of arrangement which differ from the disclosure requirements of the US tender offer and proxy solicitation rules.

The financial information included in this Announcement and the Scheme Document has been prepared in accordance with IFRS and may not be comparable to the financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.

If, in the future, Ramsay and/or Ramsay UK exercises its right to implement the Transaction by means of a Takeover Offer and determines to extend the Takeover Offer into the United States, such offer would be made in compliance with all applicable US laws and regulations, including any applicable exemptions under the US Exchange Act. Such a Takeover Offer would be made in the United States by Ramsay and/or Ramsay UK and no one else.

In accordance with normal United Kingdom practice, Ramsay, Ramsay UK or its nominees or its brokers (acting as agents) may from time to time make certain purchases of, or arrangements to purchase, shares or other securities of Spire outside of the US, other than pursuant to the Transaction, until the date of the Transaction and/or Scheme becomes Effective, lapses or is otherwise withdrawn. If such purchases or arrangements to purchase were to be made they would occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases or arrangements to purchase shall be disclosed as required in the UK, shall be reported to a Regulatory Information Service and shall be available on the London Stock Exchange website at www.londonstockexchange.com.

The receipt of consideration by a US holder for the transfer of Spire Shares pursuant to the Scheme will likely be a taxable transaction for US federal income tax purposes. Each Spire Shareholder is urged to consult their independent professional adviser immediately regarding the tax consequences of the Transaction applicable to them, including their applicable US state and local as well as overseas and other tax laws.

Forward looking statements

This Announcement contains statements about the Wider Spire Group, the Wider Ramsay Group and the Combined Group that are or may be forward looking statements. All statements other than statements of historical facts included in this Announcement may be forward looking statements. Without limitation, any statements preceded or followed by or that include the words "targets", "should", "continue", "plans", "believes", "expects", "aims", "intends", "will", "may", "anticipates", "estimates", "projects", "ambition", or words or terms of similar substance or the negative thereof, are forward looking statements. Forward looking statements include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (ii) business and management strategies and the expansion and growth of the Wider Spire Group, the Wider Ramsay Group and the Combined Group's operations and potential synergies resulting from the Transaction; and (iii) the effects of government regulation on the Wider Spire Group's, the Wider Ramsay Group's and the Combined Group's business.

Such forward looking statements involve risks and uncertainties that could significantly affect expected results and are based on assumptions and assessments made by Spire, Ramsay and/or Ramsay UK in light of their experience and their perception of historical trends, current conditions, future developments or other factors they believe appropriate. Many factors could cause actual results to differ materially from those projected or implied in any forward looking statements. Due to such uncertainties and risks, readers are cautioned not to place undue reliance on such forward looking statements, which speak only as of the date hereof. Neither the Spire Group nor the Ramsay Group assume any obligation to update any forward looking or other statements contained herein, except as required by applicable law or regulation.

No profit forecasts or estimates

Unless expressly stated otherwise, nothing in this Announcement (including any statements or estimated synergies) is intended as a profit forecast or estimate for any period and no statements in this Announcement should be interpreted to mean that earnings or earnings per share for Ramsay, Ramsay UK or Spire, as appropriate, for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Ramsay, Ramsay UK or Spire, as appropriate.

Dealing disclosure requirements of the Takeover Code

Under Rule 8.3(a) of the Takeover Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Takeover Code, any person who is, or becomes, interested in 1 per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Takeover Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

Publication on website and hard copies

A copy of this Announcement and the documents required to be published pursuant to Rule 26 of the Takeover Code will be available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Ramsay's website at www.ramsayhealth.com and Spire's website at www.spirehealthcare.com by no later than 12 noon on the

Business Day following the date of this Announcement. For the avoidance of doubt, the content of these websites is not incorporated into and does not form part of this Announcement.

Spire Shareholders may request a hard copy of this Announcement by contacting 0371 384 2030 (from the UK) or +44 (0)121 415 7047 (from outside the UK) during business hours or by submitting a request in writing to Spire Registrars at Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA. If you have received this Announcement in electronic form, copies of this Announcement (and any document or information incorporated by reference) will not be provided unless such a request is made.

Electronic communications

Please be aware that addresses, electronic addresses and certain other information provided by Spire Shareholders, persons with information rights and other relevant persons in connection with receipt of communications from Spire may be provided to Ramsay and/or Ramsay UK during the offer period as required under Section 4 of Appendix 4 of the Takeover Code, in order to comply with Rule 2.11 of the Takeover Code.

Rounding

Certain figures included in this Announcement have been subject to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of figures that precede them.

Rule 2.9 of the Takeover Code

For the purposes of Rule 2.9 of the Takeover Code, Spire confirms that, as at the Latest Practicable Date, it had 401,083,536 ordinary shares of one pence each in issue and listed on the Official List of the Financial Conduct Authority and admitted to trading on the London Stock Exchange's main market for listed securities. Spire does not hold any shares in treasury. The ISIN for the shares is GB00BNLPYF73.

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2. The Transaction

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- an implied enterprise value multiple of approximately 10.9x Spire's post-IFRS EBITDA of £189.0 million for the year ended 31 December 2019 (prior to the COVID-19 pandemic); and
- an implied enterprise value multiple of approximately 11.6x Spire's pre-IFRS EBITDA of £120.5 million, for the year ended 31 December 2019 (prior to the COVID-19 pandemic).

It is expected that the Scheme Document will be published as soon as reasonably practicable, that the Court Meeting and the General Meeting will be held in July 2021 and that the Scheme will become Effective in July 2021.

Ramsay also intends to engage with the CMA in relation to the Transaction. As part of this process, the CMA may require that Ramsay make divestments of certain hospitals and/or clinics, after the Transaction becomes Effective. The CMA is likely to require the two businesses to be held separately until its review is complete.

3. Background to and reasons for the Transaction

The Ramsay Board believes that the Transaction will be transformational for Ramsay UK's business, that it has a compelling strategic and financial rationale and it would deliver significant benefits for both Spire and Ramsay stakeholders. Ramsay's track record in serving the NHS and Spire's complementary expertise in serving private patients creates a leading platform across the UK which will better serve local healthcare needs and benefit patients, communities and key stakeholders, including both public and private payors.

The combination of Spire with Ramsay UK will provide benefits for patients, colleagues, clinicians, consultant partners and across payor groups through:

- **an increased ability to address growing patient demand for more convenient healthcare (such as remote/digitised healthcare services) through investment in digital innovation and transformation;**

The combination will increase and facilitate patient access to high quality healthcare, more conveniently.

The Combined Group will be able to make investment in digital innovation and transformation in the UK. This digital transformation will increase patient access via an enhanced platform, utilising digital and virtual capabilities at the front and back-end of the patient pathway, facilitating patient navigation and coordinated clinical care and patient safety along the pathway, across a digital network complementing the broader physical network.

- **a continued focus on patient safety;**

Both Ramsay and Spire are committed to pursuing the highest quality patient safety and care, and safety will remain at the heart of everything Ramsay and Spire do.

Ramsay's commitment to patient safety and quality is reflected in the organisation-wide approach to (i) reviewing and improving on a continuous basis the performance of patient safety and quality systems; (ii) assisting healthcare professionals and visiting medical practitioners to monitor the safety and quality of care they provide; and (iii) ensuring accountability for the safety and quality of care at all levels of the Ramsay organisation, right through to the Ramsay Board.

By combining both Ramsay's approach and Spire's recognised safety culture and governance processes, the Combined Group will have an enhanced focus on patient safety, with a continuous drive to keep patients and colleagues safe and improve patient outcomes.

- **an enhanced employee proposition;**

The combination will create an enhanced employee proposition through the combination of the talent, learning and best practices of both Ramsay and Spire. The combination further enhances clinical leadership contribution to global centres of excellence and best practice sharing.

Ramsay has a comprehensive people strategy with the goal of being the No. 1 Employer of Choice through the 'Ramsay Way' culture and teamwork. Under the 'Ramsay Way', the Combined Group will continue to offer promising opportunities to attract and retain talent as well as continue to develop as a trusted partner to consultant partners and clinicians, with the goal of delivering best-in-class care.

- **working with consultant partners to ensure further investment in clinical excellence in all specialties through the provision of multi-disciplinary care;**

The combination of Spire and Ramsay provides the opportunity to create a diversified operator, committed to delivering exceptional quality of care across a comprehensive range of specialties.

- **the creation of an enhanced offering for private patients;**

Through its expanded presence throughout the UK, the Combined Group will provide a more accessible offering for self-pay and insured patients.

- **the creation of a more valuable partner to the NHS;**

The Combined Group will continue to build on its strong relationships as a committed partner across both public and private payors.

Over the past year both Spire and Ramsay have played a vital role partnering with the NHS in the efforts against the COVID-19 pandemic, along with the broader UK acute care sector. Ramsay and Spire have cared for over 800,000 NHS patients combined, including 40,000 cancer care treatments, as well as providing specialist equipment, ventilators, and PPE to NHS Trusts.

As of March 2021, there were just under 4.95 million patients waiting for NHS hospital treatment in England, representing the highest number since the NHS started the referral to treatment data series in 2007. This is expected to create sustained demand in the industry across all payor groups. The ability of the Combined Group to generate efficiencies and increased capacity utilisation is set to enable not only increased provision of care but also improved access and outcomes for patients.

- **a focus on patient outcomes bolstered through strengthened partnerships across the sector, in particular with consultant partners and associated clinical networks, as well as the NHS and private insurers; and**

The Combined Group will share a unified focus on patient outcomes through applying Ramsay's approach and operating model (both in the UK and globally) combined with best-in-class learnings from Spire across the Combined Group's whole pathway propositions, enhanced recovery programmes and furthered provision of multi-disciplinary care.

- **ensuring increased access to care through the optimisation of capacity utilisation to achieve volume growth.**

The combination will allow for the optimisation of bed and theatre utilisation across the combined estate, to better cater to the increasing patient waiting lists in the UK and to ensure increased access to care.

Further, the Transaction:

- **brings together two complementary UK private healthcare service providers with a shared culture of clinical excellence, high quality care and patient safety to create an enhanced platform with a wider-reaching footprint of services in the UK;**

Following completion, the Combined Group will be a leading acute care provider operating an enhanced clinical network across the UK. Through this combination, the Combined Group would better serve patients, communities and key stakeholders, including both public and private payors.

- **transforms Ramsay's existing platform in the UK, extending the reach of its capabilities and patient access, increasing capacity utilisation and diversifying its payor sources and case mix;**

The Transaction transforms Ramsay's UK platform by combining the strengths of two highly complementary independent healthcare operators, enabling a broader referral reach, increasing capacity utilisation and enhancing the provision of multi-disciplinary care. The combination extends Ramsay's core capabilities and improves patient access throughout the longitudinal care pathway, improving capacity for diagnostic imaging, whole pathway propositions and enhanced recovery programmes.

The Combined Group will benefit from a diversified payor source and case mix, combining Spire's capabilities in high acuity, high complexity procedures and exposure to private patients, with Ramsay's strong NHS and elective activity capabilities and global reach.

The Combined Group will operate an enhanced clinical platform with the ability to deliver integrated patient-centric care. The Transaction joins together outreach centres and ancillary services, in both outpatient and diagnostics, with allied health and with higher acuity care capabilities furthering and extending whole patient pathway propositions and enhancing recovery programmes.

- **allows the Combined Group to remain committed to the environmental, social and governance objectives that both Ramsay and Spire have put in**

place both internationally and in the UK;

As healthcare companies, a focus on ESG is an inherent part of business for both Ramsay and Spire. Ramsay, which has been recognised for its commitment to ESG in the private hospital sector, has been included in the FTSE4Good index since 2011 and received an MSCI ESG rating of AA in 2020. Spire is also included in the FTSE4Good index, has committed to be carbon neutral by 2030, and has a strong employee proposition which has resulted in high levels of employee satisfaction. The Combined Group brings together Ramsay's track record, both internationally and in the UK, and Spire's UK track record to create an enhanced platform that is committed to ESG objectives.

- **provides the foundation for further growth opportunities, in line with Ramsay's strategic vision of creating the leading ecosystem for patient-centric, integrated care; and**

The Transaction effectively diversifies Ramsay's global portfolio and creates a foundation for sustained growth in the UK. The Combined Group's long-term growth fundamentals in the UK are underpinned by continued demand from privately funded care and the NHS. The £5.8 billion acute care sector is driven by increased demand from both publicly and privately funded patients following the COVID-19 pandemic, NHS outsourcing and increased private demand and backlog of elective procedures.

- **is expected to create significant value for Ramsay's shareholders, delivering high single digit EPS accretion for the Ramsay Group in FY 2024 and ROIC above WACC in FY 2024, driven by combined annual benefits of at least £26 million.⁽²⁾**

The combination is expected to unlock significant value across the Combined Group, with annual benefits of at least £26 million across procurement savings benefits, pathway enhancements, improved capacity utilisation and the reduction of administrative costs following the proposed delisting of Spire following the Effective Date.

(2) The synergies are expected to be earned regardless of the CMA process. The EPS accretion and ROIC may ultimately be impacted by the outcome of the CMA review.

4. Recommendation

The Spire Directors, who have been so advised by Goldman Sachs International and J.P. Morgan Cazenove as to the financial terms of the Transaction, consider the terms of the Transaction to be fair and reasonable. In providing their advice to the Spire Directors, Goldman Sachs International and J.P. Morgan Cazenove have taken into account the commercial assessments of the Spire Directors. Goldman Sachs International and J.P. Morgan Cazenove are providing independent financial advice to the Spire Directors for the purposes of Rule 3 of the Takeover Code.

Accordingly, the Spire Directors intend to recommend unanimously that Spire Shareholders vote in favour of the Scheme at the Court Meeting and the Spire Resolutions at the General Meeting as the Spire Directors who hold, or are otherwise beneficially interested in, Spire Shares have irrevocably undertaken to do in respect of their own beneficial holdings of, in aggregate, 1,263,427 Spire Shares representing approximately 0.3 per cent. of Spire's issued share capital on the Latest Practicable Date.

5. Background to and reasons for the recommendation

Spire is a leading hospital group in the United Kingdom, operating through 39 hospitals, with a network of 17 cancer centres and five critical care units. It is also a leading provider of orthopaedic services. Spire has 14,200 colleagues, and works with almost 7,500 consultants, who together delivered tailored, personalised care to almost 750,000 patients across England, Wales and Scotland during 2020.

Since 2018, under new management, the Spire Group has established a strategy based on four pillars, striving to:

- be always uncompromising on patient safety and clinical care;
- be the first choice in private healthcare, deepening relationships with private medical insurance providers, developing and capturing self-pay demand;
- be a key partner for the NHS; and
- improve revenue, profit and cash.

To date, Spire has demonstrated strong progress towards all of these strategic goals, driving efficiency, expanding the services offered, and growing the business in both private provision and working with the NHS. Having largely completed a period of investment in clinical quality in 2019, the Spire Group was positioned to deliver strong returns over the coming years. While the COVID-19 pandemic has had a material impact on the Spire Group's financial performance in 2020, Spire is proud to have played a leading role, alongside Ramsay and its peers, supporting the NHS's response to COVID-19, showcasing its ability to rapidly adapt to frequent changes whilst providing treatment and diagnoses, which were often urgent and life-saving, to over 260,000 NHS patients.

The Spire Board is pleased with its recent performance. Underlying trends include higher private enquiries than the previous year, a waiting list of private surgery and significant national demand for both NHS and private diagnostics and procedures. As announced at its annual general meeting on 13 May 2021, Spire provided the following update to trading *"We are pleased with our performance in the first four months of 2021 and reiterate the guidance given at the FY20 results on 4 March 2021 that notwithstanding the various costs and uncertainty relating to the COVID pandemic the Board continues to believe that trading will return to 2019 levels in 2021."*

The Spire Board remains confident in Spire's long-term fundamentals and its robust financial position. The Spire Board further believes that, subject to execution risk, Spire is well-positioned for success as a standalone business. Nevertheless, the Spire Board recognises that a larger, geographically diverse group would be in a stronger position to invest in the infrastructure, systems and capabilities to be at the very forefront of patient care to NHS and private patients, to mitigate execution risk and, ultimately and most importantly, improve patient outcomes and financial performance.

Against this backdrop, the Spire Directors have carefully considered the financial terms of Ramsay's offer, which represents:

- a premium of 24.4 per cent. to the Closing Price of 193 pence per Spire Share on the Latest Practicable Date;
- a premium of 47.6 per cent. to the volume weighted average Closing Price of 163 pence per Spire Share over the 180 day period ending on the Latest Practicable Date;
- a premium of 55.8 per cent. to the Closing Price of 154 pence per Spire Share on 5 March 2021 being the last Business Day prior to Ramsay's first approach to Spire;
- an implied enterprise value multiple of approximately 10.9x Spire's post-IFRS EBITDA of £189.0 million for the year ended 31 December 2019 (prior to the COVID-19 pandemic);

- an implied enterprise value multiple of approximately 11.6x Spire's pre-IFRS EBITDA of £120.5 million, for the year ended 31 December 2019 (prior to the COVID-19 pandemic);
- an implied enterprise value multiple of approximately 21.1x Spire's adjusted post-IFRS EBIT of approximately £97.6 million for the year ended 31 December 2019 (prior to the COVID-19 pandemic).

The Spire Board also notes that the Transaction provides Spire Shareholders with an opportunity to realise their investment in Spire in cash in the near term, accelerating the delivery of value for Spire Shareholders, without the execution risks associated with the delivery of Spire's standalone future strategy, many of which remain outside of Spire's control, for example the future evolution of the COVID-19 pandemic, the macro-economic environment, buying patterns in key payor groups, the NHS's strategy for managing patient demand, and inflation in clinical staff costs.

The Spire Board further notes the complementary nature of Spire's business and Ramsay UK's business. Spire's private-focused customer base will fit well with the more NHS-focused Ramsay UK business. The geographic complementarity of the hospital portfolios will provide patients and customers with expanded, high quality access to healthcare.

The Spire Directors believe that as a larger healthcare services group in the UK, the Combined Group will continue to deliver benefits to both Spire's and Ramsay's key stakeholders, including patients, consultants and colleagues. The Transaction ensures that the Combined Group is well placed to grow its private patient base and to continue to provide patients and the NHS with outstanding, personalised care.

Furthermore, the Spire Directors have also taken account of Ramsay's intentions for the business, management and employees of Spire. The Spire Directors note the great importance attached by Ramsay to the skills, knowledge and expertise of Spire's management and employees, and believe that key stakeholders, including patients, consultants, and colleagues, will benefit from being part of the larger Combined Group.

Accordingly, following careful consideration of the above factors, and noting that completion of the Transaction is not conditional upon approval from the CMA, the Spire Board intends unanimously to recommend the Transaction to Spire Shareholders.

6. Irrevocable undertakings

In addition to the irrevocable undertakings from the Spire Directors mentioned in paragraph 4 above, Ramsay UK has also received irrevocable undertakings from Mediclinic and the former Chairman of Spire, Garry Watts, to vote, or procure a vote, in favour of the Scheme at the Court Meeting and the Spire Resolutions at the General Meeting in respect of, in aggregate, 120,576,912 Spire Shares, representing approximately 30.1 per cent. of Spire's issued share capital on the Latest Practicable Date.

Ramsay UK has therefore received irrevocable undertakings in respect of a total of 121,840,339 Spire Shares, representing, in aggregate, approximately 30.4 per cent. of Spire's issued share capital on the Latest Practicable Date.

Further details of these irrevocable undertakings are set out in Appendix 3 of this Announcement.

7. Information on Ramsay and Ramsay UK

Ramsay provides quality health care through a global network of clinical practice, teaching and research. Ramsay's global network extends across 10 countries, with over eight million admissions/patient visits per year to its facilities in over 500 locations. Ramsay was founded by Paul Ramsay AO (1936-2014) in 1964 and has always focused on maintaining the highest standards of quality and safety; being an employer of choice; and operating the business based on a culture known as the 'Ramsay Way' which is guided by a values philosophy based on "People Caring for People". Ramsay listed on the Australian Stock Exchange in 1997 and has a market capitalisation of A\$14.9 billion (£8.2 billion) and an enterprise value of A\$17.0 billion (£9.3 billion) (A\$22.1 billion (£12.2 billion) inclusive of lease liabilities) as at the Latest Practicable Date. The Ramsay Group employs over 77,000 people globally.

Ramsay's activities are split across four regions: Australia, Europe, UK and Asia.

Ramsay UK operates 37 facilities, including three neurological rehabilitation centres and a mobile diagnostic scanning fleet. Ramsay UK is a leading independent provider to the NHS and a leader for electronic referrals from general practitioners, caring for over 200,000 patients per annum with support from over 7,000 staff and working in partnership with over 3,000 consultants.

8. Information on Spire

Spire is a leading independent hospital group in the United Kingdom focused on private patients, with a strong collaborative partnership with the NHS. Spire provides quality healthcare through 39 hospitals and eight clinics across England, Wales and Scotland. Spire has 14,200 colleagues, and works with almost 7,500 consultants, who together delivered tailored, personalised care to almost 750,000 patients during 2020.

Spire provides a high standard of care to private patients in the UK, both self-paying and insured. It has expertise in the provision of high-acuity care for cancer, cardiac and other critically-ill patients. It operates 17 cancer centres and five critical care units. It is also a leading provider in orthopaedic services. Spire operates a well-invested estate with a strong track record on quality of care and patient safety.

The Spire Shares are listed on the premium segment of the Official List and admitted to trading on the main market for listed securities of the London Stock Exchange.

9. Management, employees, research and development and locations

Ramsay believes that there is a strong strategic fit between Ramsay's business and Spire's business.

The Transaction will combine Spire's and Ramsay's highly complementary footprints, enabling a broader referral reach and increased access to patients. Spire's capabilities in high acuity and high complexity procedures are highly complementary to Ramsay's capabilities as set out in paragraph 3 above. The combined specialities will enable the establishment of an enhanced clinical network across the UK and accordingly an enhanced ability to deliver integrated patient-centric care.

Prior to this Announcement, consistent with market practice, Ramsay has been granted limited access to Spire's senior management for the purposes of undertaking confirmatory due diligence. However, Ramsay has not yet had access to sufficiently detailed information to formulate specific plans regarding the impact of the Transaction on the Spire Group. Based on its experience of integrating acquisitions, and subject to complying with applicable laws, Ramsay intends to initiate a comprehensive and extensive integration review of the Spire Group to assess any organisational and structural changes that should be implemented to benefit the Combined Group following the Effective Date (the "**Review**"). The parameters of the Review have not yet been finalised, but it is expected that it will cover the overall business operations of the Spire Group, including:

- identifying opportunities to increase capacity utilisation through both increased volumes and improved patient access, with the objective of increasing the provision of care and enhancing outcomes for patients;
- reviewing the short and long-term objectives, strategy, performance and potential of each of Spire's hospital and central functions;
- identifying opportunities where Ramsay's and Spire's presence and expertise are complementary;

- identifying best practice learnings across both Ramsay's business and Spire's business to be applied across the Combined Group; and
- identifying areas of duplication or overlap across the Combined Group (principally the central corporate and support functions) and other possible efficiencies where Ramsay may be able to streamline and implement 'best-in-class' practices in the Combined Group.

Ramsay expects to complete the review within 12 months from the Effective Date (with a possible extension of three months depending on the development of the COVID-19 pandemic's impact on each business).

Employees and management

The Transaction will aim to create an enhanced employee proposition through combining the talent, learning and best practices of both Ramsay and Spire. Ramsay attaches great importance to the skills, experience and expertise of the existing employees of Spire and believes that Spire's employees will benefit from greater opportunities as a result of being part of a larger, more global group with a wider range of complementary specialities.

Aligned with the 'Ramsay Way', the Combined Group will seek to continue to offer promising opportunities for employees, expanding training and development for clinical and non-clinical colleagues and supporting them at every stage to maximise their potential. In this way, Ramsay expects to further its role as a trusted partner to consultant partners and clinicians, with the ultimate purpose of increasing access to care, delivering best-in-class care and improving patient outcomes at its core. This is expected to be furthered by the enhanced clinical leadership contribution to global centres of excellence and best practice sharing.

Ramsay notes the strong investment by Spire in clinical governance with a strong focus on patient safety and an open culture supported by Freedom to Speak Up Guardians at every site. Ramsay will seek to adopt the best practices of both Ramsay and Spire.

Ramsay expects the Transaction to give rise to operational economies of scale and opportunities for commercial benefits. As described above, the Review will identify areas of duplication or overlap between the two businesses (principally central corporate and support functions) and other opportunities to optimise the structure of the business units of the Combined Group in order to achieve the anticipated benefits of the Transaction.

The proposed de-listing of Spire Shares from the London Stock Exchange and re-registration as a private limited company (as further detailed in paragraph 14) will mean that certain functions and roles relating to Spire's status as a public listed company are no longer required. Any reduction in headcount arising from the functions relating to Spire's status as a public listed company no longer being required will form part of the Review.

The outcome of the Review may result in the reassignment of employees to other appropriate roles within the Combined Group where a suitable alternative role has been identified and agreed through appropriate consultation or, where not reassigned, headcount reduction across the Combined Group. Any headcount reduction following the Review is not expected to be material in the context of Spire's and Ramsay's combined workforce and would at least be partially offset by the future growth of the Combined Group. The finalisation and implementation of any workforce reductions will be subject to comprehensive planning and appropriate consultation and engagement with stakeholders, including affected employees and any appropriate representative bodies. Ramsay would implement any job reductions in accordance with all relevant legal obligations and policies under which the employees have been employed.

Ramsay does not expect any material change in the balance of skills and functions of the employees and management of the Spire Group. During the Review, Ramsay does not intend to make any changes in the conditions of employment of the employees and management of Spire.

Aligned with the aim of delivering best in class healthcare to all patients, with a continued focus on patient outcomes and safety, Ramsay values the importance of the Clinical Governance and Safety Committee of Spire and intends to maintain its existing independent composition. Consistent with the de-listing of Spire, the non-executive members of the Spire Board are expected to resign upon the Effective Date. Discussions will be held with the non-executive members of the Spire Board, pursuant to which a number of non-executive members may be offered the opportunity to continue on a consultancy basis on the committee following the Effective Date.

Existing rights and pensions

Ramsay confirms that, following the Effective Date, the existing contractual and statutory employment rights, including regarding the Spire Group's pension schemes, of all Spire management and employees will be fully safeguarded in accordance with applicable law and policies under which the employees have been employed.

Spire does not have a defined benefit pension scheme.

Management incentivisation arrangements

As noted above, Ramsay attaches great importance to the skills, experience and expertise of the existing employees of Spire. Ramsay has not entered into, and has not discussed, any form of incentivisation arrangements with members of Spire's management to date but will undertake a review following the Effective Date and may put in place certain incentive arrangements for the management of Spire following the Effective Date and for the retention of key skills and employees.

Research and development

Ramsay understands the importance of innovation, research and development to advance healthcare and promote outcomes for both patients and the broader community. Ramsay expects to continue to invest in innovation, research and development following the Effective Date, including investments in digital innovation for the Combined Group and identifying opportunities where the Combined Group can transform its digital platform to provide more convenient healthcare and increased access for patients.

Locations, headquarters and fixed assets

Subject to the outcome of the Review, Ramsay has no plans to undertake any material restructurings or change in the locations of Spire's places of business. As part of the Review, Ramsay will consider whether the close proximity of Ramsay UK's and Spire's headquarters in London may provide an opportunity for some cost savings by consolidating certain headquarter operations of Spire (including any central corporate and support functions as noted above) into the available space within Ramsay UK's headquarters or vice-versa. However, based on its limited confirmatory due diligence to date, Ramsay does not yet have sufficient information to formulate comprehensive plans or estimate with specificity, beyond the information set out above, the timing or extent of this potential headquarters consolidation exercise.

Beyond the potential changes identified above in connection with the UK headquarters, Ramsay has no intentions to redeploy the fixed assets of the Spire Group.

Trading facilities

Spire Shares are currently listed on the Official List and admitted to trading on the London Stock Exchange. As set out in paragraph 14, applications will be made for the cancellation of the listing of Spire Shares on the Official List and the cancellation of trading of the Spire Shares on the London Stock Exchange.

Other items

In accordance with Rule 2.11 of the Takeover Code, Spire will make available to its employees a copy of this Announcement and will inform its employees of the rights of any employee representatives under Rule 25.9

of the Takeover Code to require that a separate opinion of any employee representatives on the effects of the Scheme on employment be appended to the Scheme Document.

No statements in this paragraph 9 constitute "post-offer undertakings" for the purpose of Rule 19.5 of the Takeover Code.

10. **Spire Share Plans**

Participants in the Spire Share Plans will be contacted regarding the effect of the Transaction on their rights under these schemes and appropriate proposals will be made and communicated to such participants in due course.

Further details of the terms of such proposals shall be included in the Scheme Document and in separate letters to be sent to participants in the Spire Share Plans.

11. **Financing of the Transaction**

The cash consideration payable under the Transaction is being wholly funded through existing facilities available to the Ramsay Group.

Ramsay expects to retain its FY 2021 dividend pay-out ratio in line with historical levels. Following completion of the Transaction, the FFO adjusted leverage is expected to be elevated beyond threshold levels. Ramsay will look to manage its WOFG⁽³⁾ leverage⁽⁴⁾ within its target through capital management initiatives and/or a strategic review of the Ramsay Group portfolio of assets.

Rothschild & Co, in its capacity as financial adviser to Ramsay and Ramsay UK, is satisfied that the resources available to Ramsay UK are sufficient to satisfy in full the cash consideration payable to the Spire Shareholders under the terms of the Transaction.

(3) Wholly funded group excludes Ramsay Santé and Ramsay Sime Darby.

(4) Consistent with its current investment grade credit rating.

12. **Offer-related Arrangements**

Confidentiality Agreement

Ramsay and Spire entered into a confidentiality agreement dated 7 April 2021 (the "**Confidentiality Agreement**") pursuant to which each of Ramsay and Spire has undertaken, among other things, to keep confidential information relating to the other party and not to disclose it to third parties (other than permitted disclosures) unless required by law or regulation.

The agreement also contains undertakings from Ramsay that for a period of 12 months, subject to certain exceptions, Ramsay will not solicit or employ senior Spire officers or management employees, or solicit any suppliers or customers of Spire. It also includes a 12 month standstill, again subject to certain exceptions.

The Confidentiality Agreement will remain in place for two years or until the Transaction completes.

Confidentiality and Joint Defence Agreement

Ramsay, Spire and their respective legal advisers have entered into a confidentiality and joint defence agreement dated 12 April 2021 (the "**Confidentiality and Joint Defence Agreement**"), the purpose of which is to ensure that the exchange and/or disclosure of certain materials relating to the parties in relation to the anti-trust workstream relating to the Transaction only takes place between their respective external legal counsels and external experts, and does not diminish in any way the confidentiality of such materials and does not result in a waiver of any privilege, right or immunity that might otherwise be available.

Clean Team Agreement

Ramsay and Spire entered into a clean team agreement on 7 April 2021, which sets out how any confidential information that is commercially sensitive can be disclosed, used or shared for the purposes of due diligence, costs benefits evaluation, integration planning and regulatory clearance. Such commercially sensitive information must only be made available to Ramsay through designated persons removed from day-to-day commercial/strategic operations of Ramsay UK's business and decisions and external professional advisers. The findings of such designated persons and external advisers may only be relayed to other employees, officers and directors of Ramsay in specified circumstances and subject to certain restrictions.

Co-operation Agreement

Ramsay UK and Spire have entered into a co-operation agreement dated 26 May 2021 (the "**Co-Operation Agreement**") pursuant to which Ramsay UK has undertaken to use reasonable endeavours to implement the Transaction and to promptly engage with the CMA and relevant UK government stakeholders in respect of the Transaction.

Spire has undertaken to promptly provide such information and assistance to Ramsay UK as Ramsay UK may reasonably require for the purposes of, among other matters, obtaining CMA approval. Ramsay UK has also agreed to promptly provide Spire with such information, assistance and access as may reasonably be required for the preparation of the Scheme Document and any other document published in connection with the Scheme.

The Co-Operation Agreement will terminate if one or more of the following occurs:

- (a) if agreed in writing between Spire and Ramsay UK;
- (b) if the Transaction is, with the permission of the Panel, withdrawn or lapses in accordance with its terms prior to the Long Stop Date (other than where such lapse or withdrawal is as a result of the exercise of Ramsay's right to effect a Switch (as defined in the Co-Operation Agreement) in accordance with the terms of the Co-Operation Agreement);
- (c) if Scheme Shareholders vote at the Court Meeting and such vote does not achieve the requisite majorities for the Scheme to be approved, Spire Shareholders vote on the Spire Resolutions at the General Meeting and any such vote does not achieve the requisite majority for the relevant Spire Resolution to be passed or the Court refuses to sanction the Scheme;
- (d) unless otherwise agreed by Ramsay UK and Spire in writing, if the Effective Date has not occurred on or before the Long Stop Date; or
- (e) upon service of written notice by Ramsay on Spire if:
 - (i) the Spire Board:
 - (A) withdraws, qualifies or adversely modifies the Spire Board Recommendation (as defined in the Co-Operation Agreement); or
 - (B) prior to the publication of the Scheme Document (or, if different, any other document convening the Court Meeting or General Meeting), withdraws, qualifies or adversely modifies its intention to make the Spire Board Recommendation in any such document, including making any public statement to such effect;

- (ii) Spire does not include the Spire Board Recommendation in the Scheme Document (or, if different, any other document convening the Court Meeting or General Meeting);
- (iii) the Court Meeting and/or the General Meeting are or is not held on or before the 22nd day after the expected date of such meetings as set out in the Scheme Document (or, if different, the document(s) convening the Court Meeting and/or General Meeting (as applicable), including, where delayed pursuant to the terms of the Co-Operation Agreement, the supplementary circular) (or such later date as may be agreed in writing between Ramsay UK and Spire with the consent of the Panel and the approval of the Court (if such approval is required)), other than where certain circumstances arise or subsist as set out in the Co-Operation Agreement; or
- (iv) a third party announces a firm intention to make an offer for the issued and to be issued ordinary share capital of Spire which is recommended by the Spire Board.

The Co-Operation Agreement also contains provisions that will apply in respect of the Spire Share Plans and certain Spire employment arrangements.

13. **Structure of the Transaction**

It is intended that the Transaction shall be implemented by way of a court-sanctioned scheme of arrangement of Spire under Part 26 of the Companies Act. The Scheme is an arrangement between Spire and the Scheme Shareholders to which Ramsay UK will adhere and is subject to the approval of the Court.

Any Spire Shares issued at or before the Scheme Record Time will be subject to the terms of the Scheme.

The purpose of the Scheme is to enable Ramsay UK to become the holder of the entire issued and to be issued share capital of Spire. This is to be achieved by the transfer by the Scheme Shareholders of the Spire Shares to Ramsay UK, in consideration for which the Spire Shareholders who are on the register of members at the Scheme Record Time shall receive cash consideration on the basis set out in paragraph 2 of this Announcement. The procedure involves, amongst other matters, applications by Spire to the Court to convene the Court Meeting and to sanction the Scheme.

The Scheme Document will include full details of the Scheme, together with notices of the Court Meeting and the General Meeting. The Scheme Document will also contain the expected timetable for the Transaction, and will specify the necessary actions to be taken by Spire Shareholders. It is expected that the Scheme Document, together with the Forms of Proxy, will be published within 28 days of this Announcement (unless the Panel agrees otherwise).

Conditions

The Transaction is subject to the Conditions and further terms set out in Appendix 1 to this Announcement and to be set out in the Scheme Document and the Forms of Proxy and will only become Effective if, among other things, the following events occur on or before the Long Stop Date or such later date as may be agreed in writing by Ramsay UK and Spire (with the Panel's consent and as the Court may approve (if such approval(s) are required)):

- (a) a resolution to approve the Scheme is passed at the Court Meeting by a majority in number representing not less than 75 per cent. in value of the Scheme Shareholders present and voting (and entitled to vote), whether in person or by proxy, at the Court Meeting;
- (b) each of the Spire Resolutions necessary to implement the Scheme is passed by the requisite majority of Spire Shareholders at the General Meeting;
- (c) the sanction of the Scheme by the Court (with or without modification but subject to modification being on terms acceptable to Ramsay UK and Spire); and
- (d) following such sanction, the delivery of a copy of the Court Order to the Registrar of Companies.

If any deadline set out in Part A, Condition 1 of Appendix 1 for the timing of the Court Meeting, the General Meeting and the Sanction Hearing is not met, Ramsay UK shall make an announcement through a Regulatory Information Service as soon as practicable and, in any event, by not later than 8.00 a.m. on the Business Day following the date so specified, stating whether Ramsay UK has invoked that Condition, (where applicable) waived that Condition or, with the agreement of Spire, specified a new date by which that Condition must be satisfied.

Scheme becomes Effective

Once the necessary shareholder approvals have been obtained and the other Conditions have been satisfied or (where applicable) waived and the Scheme has been approved by the Court, the Scheme will become Effective upon delivery of a copy of the Court Order to the Registrar of Companies. Subject to the satisfaction of the Conditions or (where applicable) waiver, the Scheme is expected to become Effective in July 2021. The timing of implementation of the Transaction will be dependent on a number of factors including availability of the Court.

Upon the Scheme becoming Effective: (i) it will be binding on all Spire Shareholders, irrespective of whether or not they attended or voted at the Court Meeting or the General Meeting (and if they attended and voted, whether or not they voted in favour); and (ii) share certificates in respect of Spire Shares will cease to be valid and entitlements to Spire Shares held within the CREST system will be cancelled.

The cash consideration payable under the Transaction will be despatched by Spire to Scheme Shareholders as soon as possible and no later than 14 days after the Effective Date. Further details in relation to settlement of the cash consideration payable under the Transaction for Scheme Shares held both in certificated and uncertificated form will be set out in the Scheme Document.

Lapsing of the Transaction

The Transaction shall lapse if, amongst other things, the Scheme does not become Effective by the Long Stop Date (or such later date as may be agreed between Ramsay UK and Spire, with the consent of the Court or the Panel, if required).

14. **De-listing and cancellation of trading of Spire Shares and re-registration of Spire**

Prior to the Scheme becoming Effective, it is intended that Spire will make an application for the cancellation of the listing of Spire Shares on the Official List and for the cancellation of trading of the Spire Shares on the main market for listed securities of the London Stock Exchange, in each case to take effect from or shortly after the Effective Date.

The last day of dealings in Spire Shares on the main market for listed securities of the London Stock Exchange is expected to be the Business Day immediately prior to the Effective Date and no transfers shall be registered after 6.00 p.m. on that date.

It is intended that Spire be re-registered as a private limited company as part of the Transaction and for this to take effect as soon as practicable on or following the Effective Date.

15. **Dividends**

If any dividend or other distribution is authorised, declared, made or paid in respect of Spire Shares on or after the date of this Announcement, Ramsay UK reserves the right to reduce the Transaction Price by the amount of any such dividend or other distribution. In such circumstances, Spire Shareholders would be entitled to retain any such dividend or other distribution.

16. **Fractional entitlements**

Fractions of pence will not be paid to Scheme Shareholders and cash entitlements will be rounded down to the nearest penny.

17. Overseas Shareholders

Overseas Shareholders may be affected by the laws of other jurisdictions in relation to the Transaction or the Scheme. Overseas Shareholders should inform themselves about and observe all applicable legal requirements.

The availability of the Scheme to persons who are not resident in, and the distribution of this Announcement to persons who are not resident in, the United Kingdom may be affected by the laws of the relevant jurisdiction in which such persons are located. Such persons should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdiction. Spire Shareholders who are in any doubt regarding such matters should consult an appropriate independent professional adviser in the jurisdiction without delay.

This Announcement is not intended to and does not constitute, or form part of, an offer, invitation or the solicitation of an offer to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of any securities. Spire Shareholders are advised to read carefully the Scheme Document and related Forms of Proxy once these have been despatched. Further details in relation to the treatment of Overseas Shareholders for the purpose of the Transaction will be contained in the Scheme Document.

18. Disclosure of interests in Spire

Save for the irrevocable undertakings referred to in paragraph 6 of this Announcement or as otherwise disclosed in this Announcement, as at the Latest Practicable Date, neither Ramsay or Ramsay UK nor, so far as Ramsay or Ramsay UK is aware, any person acting in concert (within the meaning of the Takeover Code) with Ramsay or Ramsay UK for the purpose of the Transaction:

- has any interest in, or right to subscribe for, any Spire Shares nor does any such person have any short position in Spire Shares (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell, any delivery obligation or right to require another person to purchase or take delivery of Spire Shares;
- has borrowed or lent any Spire Shares or securities convertible or exchangeable into Spire Shares; or
- is party to any dealing arrangement of the kind referred to in Note 11 on the definition of acting in concert in the Takeover Code in relation to Spire Shares or securities convertible or exchangeable into Spire Shares.

In light of confidentiality restrictions, Ramsay and Ramsay UK has not made enquiries of all persons who may be presumed by the Takeover Panel to be acting in concert with it for the purposes of the Transaction. Ramsay and Ramsay UK confirm that any further necessary disclosures in accordance with Rule 8.1(a) and Note 2(a)(i) on Rule 8 will be made as soon as possible, to the extent required.

19. General

Ramsay UK reserves the right to elect (with the consent of the Panel and subject to the terms of the Co-Operation Agreement) to implement the Transaction by way of a Takeover Offer as an alternative to the Scheme. In such event, the Transaction shall be implemented on substantially the same terms, so far as applicable, as those which would apply to the Scheme (subject to appropriate amendments, including (without limitation) an acceptance condition set at such percentage of the Spire Shares as shall be determined by Ramsay UK with the consent of the Panel or as may be agreed between Ramsay UK and Spire).

The Transaction shall be made subject to the Conditions and further terms set out in Appendix 1 to this Announcement and to be set out in the Scheme Document. The sources and bases of certain financial information contained in this Announcement are set out in Appendix 2 to this Announcement. A summary of the irrevocable undertakings given in relation to the Transaction is set out in Appendix 3 to this Announcement. Certain terms used in this Announcement are defined in Appendix 4 to this Announcement.

Rothschild & Co, Goldman Sachs International and J.P. Morgan Cazenove have each given and not withdrawn their consent to the publication of this Announcement with the inclusion herein of the references to their names in the form and context in which they appear.

20. Documents available on website

Copies of the following documents shall be made available on Ramsay's and Spire's websites at www.ramsayhealth.com and www.spirehealthcare.com respectively by no later than 12.00 noon on the Business Day following the date of this Announcement and will remain available until the Effective Date:

- the irrevocable undertakings referred to in paragraph 6 above and summarised in Appendix 3 of this Announcement;
- the Confidentiality Agreement;
- the Confidentiality and Joint Defence Agreement;
- the Clean-Team Agreement;
- the Co-Operation Agreement;
- the consent letters from each of Rothschild & Co, Goldman Sachs International and J.P. Morgan Cazenove as referred to in paragraph 19 above; and
- a copy of this Announcement.

21. Presentation

Ramsay Managing Director and CEO, Craig McNally, Ramsay Group CFO, Martyn Roberts, and Ramsay UK CEO, Andy Jones, will host a webcast presentation and conference call at 8.30 a.m. (London time) (5.30 p.m. (Australian Eastern Standard Time)) on 26 May 2021.

To register to access the webcast and conference call please click on the link to the Ramsay Group website: <https://www.ramsayhealth.com/investors/ramsay-announcement>. Please note you will need to pre-register for the event.

A copy of the presentation will be available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, in due course on Ramsay's website at www.ramsayhealth.com. The contents of the website referred to in this Announcement is not incorporated into and does not form part of this Announcement.

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Ashurst LLP is retained as legal adviser to Ramsay and Ramsay UK. Freshfields Bruckhaus Deringer LLP is retained as legal adviser to Spire.

Important notices

*N.M. Rothschild & Sons Limited ("**Rothschild & Co**"), which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting as financial adviser exclusively for Ramsay and Ramsay UK and no one else in connection with the matters set out in this Announcement and will not be responsible to any person other than Ramsay and Ramsay UK for providing the protections afforded to clients of Rothschild & Co, nor for providing advice in relation to the content of this Announcement or any matter referred to herein. Neither Rothschild & Co nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Rothschild & Co in connection with this Announcement, any statement contained herein or otherwise.*

Goldman Sachs International, which is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority in the United Kingdom, is acting as financial adviser exclusively for Spire and no one else in connection with the matters set out in this Announcement and will not be responsible to anyone other than Spire for providing the protections afforded to clients of Goldman Sachs International, or for providing advice in relation to the content of this Announcement or any matter referred to herein.

*J.P. Morgan Securities plc, which conducts its United Kingdom investment banking business as J.P. Morgan Cazenove ("**J.P. Morgan Cazenove**"), is authorised in the United Kingdom by the Prudential Regulatory Authority and regulated in the United Kingdom by the Financial Conduct Authority and the Prudential Regulatory Authority. J.P. Morgan Cazenove is acting as financial adviser exclusively for Spire and no one else in connection with the matters set out in this Announcement and will not regard any other person as its client in relation to the matters set out in this Announcement and will not be responsible to anyone other than Spire for providing the protections afforded to clients of J.P. Morgan Cazenove, nor for providing advice in relation to the content of this Announcement or any matter referred to herein.*

*Lazard & Co., Limited ("**Lazard**"), which is authorised and regulated by the Financial Conduct Authority in the United Kingdom, is acting as financial adviser exclusively for Spire and no one else in connection with the matters set out in this Announcement and will not be responsible to any person other than Spire for providing the protections afforded to clients of Lazard, nor for providing advice in relation to the content of this Announcement or any matter referred to herein. Neither Lazard nor any of its subsidiaries, branches or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Lazard in connection with this Announcement, any statement contained herein or otherwise.*

*Numis Securities Limited ("**Numis**"), which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting exclusively for Spire and no one else in connection with the matters set out in this Announcement and will not regard any other person as its client in relation to the matters in this Announcement and will not be responsible to anyone other than Spire for providing the protections afforded to clients of Numis, nor for providing advice in relation to any matter referred to herein.*

This Announcement is for information purposes only and is not intended and does not constitute, or form part of, an offer, invitation or the solicitation of an offer to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of any securities, or the solicitation of any vote or approval in any jurisdiction, pursuant to the Transaction or otherwise. The Transaction shall be made solely by means of the Scheme Document which, together with the Forms of Proxy, shall contain the full terms and conditions of the Transaction, including details of how to vote in respect of the Transaction. Any decision in respect of, or other response to, the Transaction should be made only on the basis of the information in the Scheme Document.

Spire shall prepare the Scheme Document to be distributed to Spire Shareholders. Spire Shareholders are urged to read the Scheme Document when it becomes available because it shall contain important information relating to the Transaction.

This Announcement does not constitute a prospectus or prospectus equivalent document.

Overseas shareholders

This Announcement has been prepared for the purposes of complying with English law and the Takeover Code and the information disclosed may not be the same as that which would have been disclosed if this Announcement had been prepared in accordance with the laws of jurisdictions outside England and Wales.

The release, publication or distribution of this Announcement in or into jurisdictions other than the United Kingdom may be restricted by law. The availability of the Scheme to Spire Shareholders who are not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions in which they are resident. Persons who are not resident in the United Kingdom or who are subject to other jurisdictions should inform themselves of, and observe, any applicable requirements.

Unless otherwise determined by Ramsay and/or Ramsay UK or required by the Takeover Code, and permitted by applicable law and regulation, the Transaction shall not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction and no person may vote in favour of the Transaction by any such use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Accordingly, copies of this Announcement and all documents relating to the Transaction are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this Announcement and all documents relating to the Transaction (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions where to do so would violate the laws of that jurisdiction.

The Transaction shall be subject to the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange and the Financial Conduct Authority.

Additional information for US investors

The Transaction relates to shares of a company incorporated in England and Wales and is proposed to be effected by means of a scheme of arrangement under the laws of England and Wales. A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules or proxy solicitation rules under the US Exchange Act. Accordingly, the Transaction is subject to the disclosure and procedural requirements applicable in the United Kingdom to schemes of arrangement which differ from the disclosure requirements of the US tender offer and proxy solicitation rules.

The financial information included in this Announcement and the Scheme Document has been prepared in accordance with IFRS and may not be comparable to the financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.

If, in the future, Ramsay and/or Ramsay UK exercises its right to implement the Transaction by means of a Takeover Offer and determines to extend the Takeover Offer into the United States, such offer would be made in compliance with all applicable US laws and regulations, including any applicable exemptions under the US Exchange Act. Such a Takeover Offer would be made in the United States by Ramsay and/or Ramsay UK and no one else.

In accordance with normal United Kingdom practice, Ramsay, Ramsay UK or its nominees or its brokers (acting as agents) may from time to time make certain purchases of, or arrangements to purchase, shares or other securities of Spire outside of the US, other than pursuant to the Transaction, until the date of the Transaction and/or Scheme becomes Effective, lapses or is otherwise withdrawn. If such purchases or arrangements to purchase were to be made they would occur either in the open market at prevailing prices or in private transactions at negotiated prices. Any information about such purchases or arrangements to purchase shall be disclosed as required in the UK, shall be reported to a Regulatory Information Service and shall be available on the London Stock Exchange website at www.londonstockexchange.com.

The receipt of consideration by a US holder for the transfer of Spire Shares pursuant to the Scheme will likely be a taxable transaction for US federal income tax purposes. Each Spire Shareholder is urged to consult their independent professional adviser immediately regarding the tax consequences of the Transaction applicable to them, including their applicable US state and local as well as overseas and other tax laws.

Forward looking statements

This Announcement contains statements about the Wider Spire Group, the Wider Ramsay Group and the Combined Group that are or may be forward looking statements. All statements other than statements of historical facts included in this Announcement may be forward looking statements. Without limitation, any statements preceded or followed by or that include the words "targets", "should", "continue", "plans", "believes", "expects", "aims", "intends", "will", "may", "anticipates", "estimates", "projects", "ambition", or words or terms of similar substance or the negative thereof, are forward looking statements. Forward looking statements include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; (ii) business and management strategies and the expansion and growth of the Wider Spire Group, the Wider Ramsay Group and the Combined Group's operations and potential synergies resulting from the Transaction; and (iii) the effects of government regulation on the Wider Spire Group's, the Wider Ramsay Group's and the Combined Group's business.

Such forward looking statements involve risks and uncertainties that could significantly affect expected results and are based on assumptions and assessments made by Spire, Ramsay and/or Ramsay UK in light of their experience and their perception of historical trends, current conditions, future developments or other factors they believe appropriate. Many factors could cause actual results to differ materially from those projected or implied in any forward looking statements. Due to such uncertainties and risks, readers are cautioned not to place undue reliance on such forward looking statements, which speak only as of the date hereof. Neither the Spire Group nor the Ramsay Group assume any obligation to update any forward looking or other statements contained herein, except as required by applicable law or regulation.

No profit forecasts or estimates

Unless expressly stated otherwise, nothing in this Announcement (including any statements or estimated synergies) is intended as a profit forecast or estimate for any period and no statements in this Announcement should be interpreted to mean that earnings or earnings per share for Ramsay, Ramsay UK or Spire, as appropriate, for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Ramsay, Ramsay UK or Spire, as appropriate.

Dealing disclosure requirements of the Takeover Code

Under Rule 8.3(a) of the Takeover Code, any person who is interested in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Takeover Code, any person who is, or becomes, interested in 1 per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them

(see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Takeover Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

Publication on website and hard copies

A copy of this Announcement and the documents required to be published pursuant to Rule 26 of the Takeover Code will be available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on Ramsay's website at www.ramsayhealth.com and Spire's website at www.spirehealthcare.com by no later than 12 noon on the Business Day following the date of this Announcement. For the avoidance of doubt, the content of these websites is not incorporated into and does not form part of this Announcement.

Spire Shareholders may request a hard copy of this Announcement by contacting 0371 384 2030 (from the UK) or +44 (0)121 415 7047 (from outside the UK) during business hours or by submitting a request in writing to Spire Registrars at Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA. If you have received this Announcement in electronic form, copies of this Announcement (and any document or information incorporated by reference) will not be provided unless such a request is made.

Electronic communications

Please be aware that addresses, electronic addresses and certain other information provided by Spire Shareholders, persons with information rights and other relevant persons in connection with receipt of communications from Spire may be provided to Ramsay and/or Ramsay UK during the offer period as required under Section 4 of Appendix 4 of the Takeover Code, in order to comply with Rule 2.11 of the Takeover Code.

Rounding

Certain figures included in this Announcement have been subject to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of figures that precede them.

Rule 2.9 of the Takeover Code

For the purposes of Rule 2.9 of the Takeover Code, Spire confirms that, as at the Latest Practicable Date, it had 401,083,536 ordinary shares of one pence each in issue and listed on the Official List of the Financial Conduct Authority and admitted to trading on the London Stock Exchange's main market for listed securities. Spire does not hold any shares in treasury. The ISIN for the shares is GB00BNLPYF73.

APPENDIX 1

CONDITIONS AND FURTHER TERMS OF THE SCHEME AND THE TRANSACTION

The Transaction will comply with the Takeover Code, will be governed by English law and will be subject to the exclusive jurisdiction of the English courts. In addition, it will be subject to the terms and conditions set out in the Scheme Document and related Forms of Proxy.

Part A: Conditions to the Scheme and the Transaction

Scheme approval

1. The Scheme shall be subject to the following Conditions:
 - (a) its approval by a majority in number, who represent at least 75 per cent. in value, of the Scheme Shareholders who are on the register of members of Spire at the Voting Record Time, who are present and voting (and who are entitled to vote), whether in person or by proxy, at the Court Meeting and at any separate class meeting which may be required by the Court (or at any adjournment of any such meetings), provided such Court Meeting and any such separate class meeting (and any adjournment of any such meetings) is held on or before the 22nd day after the expected date of the Court Meeting to be set out in the Scheme Document in due course (or such later date, if any, as may be agreed by Spire and Ramsay UK in writing and which the Court may allow);
 - (b) all resolutions required to approve and implement the Scheme being duly passed by the requisite number of Spire Shareholders at the General Meeting or at any adjournment thereof, provided such General Meeting (and any adjournment of any such meeting) is held on or before the 22nd day after the expected date of the General Meeting to be set out in the Scheme Document in due course (or such later date, if any, as may be agreed by Spire and Ramsay UK in writing and which the Court may allow);
 - (c) the sanction of the Scheme by the Court (with or without modification, but subject to any such modification being on terms acceptable to Spire and Ramsay UK) and the delivery of a copy of the Court Order to the Registrar of Companies, provided such Sanction Hearing is held on or before the 22nd day after the expected date of such hearing as set out in the Scheme Document (or such later date as may be agreed by Spire and Ramsay UK in writing and which the Court may allow); and
 - (d) the Scheme becoming unconditional and Effective, subject to the Takeover Code, by not later than the Long Stop Date or such later date (if any) as Ramsay UK and Spire may, with the consent of the Panel, agree in writing and (if required) which the Court may allow.
2. In addition, subject as stated in Part B below and to the requirements of the Panel, the Transaction shall be conditional upon the following Conditions and, accordingly, the Court Order shall not be delivered to the Registrar of Companies unless such Conditions (as amended if appropriate) have been satisfied or, where relevant, waived:

UK merger control

- (a) no Initial Enforcement Order being issued (and the same not having been withdrawn) by the CMA or a UK Secretary of State for Business, Energy and Industrial Strategy (or such other relevant regulatory authority or body exercising equivalent functions (as the case may be)) in connection with the UK Enterprise Act 2002 (as amended) that would make completion of the Transaction illegal and/or invalid;

National Security and Investment Act 2021

- (b) to the extent that the National Security and Investment Act 2021 or any new or amended national security, public interest or foreign investment laws, rules or regulations become effective in the United Kingdom between the date of this Announcement and the Scheme becoming Effective and such laws, rules or regulations would apply to the Transaction, no order being issued by the Secretary of State for Business, Energy and Industrial Strategy (or such other relevant regulatory authority or body exercising equivalent functions (as the case may be)) that would make completion of the Transaction illegal and/or invalid;

General antitrust and regulatory

- (c) other than in relation to UK merger control and the matters referred to in Conditions 2(a) to (b), no temporary restraining order, preliminary or permanent injunction, preliminary or permanent injunction, or other order issued and being in effect by a court or other Third Party which has the effect of making the Transaction or any acquisition or proposed acquisition of any shares or other

securities in, or control or management of, any member of the Wider Spire Group by any member of the Wider Ramsay Group void, voidable, illegal and/or unenforceable under the laws of any relevant jurisdiction, or otherwise directly or indirectly prohibiting, preventing, restraining, restricting, delaying or otherwise interfering with the consummation or the approval of the Transaction or the proposed acquisition of any shares or other securities in, or control or management of, any member of the Wider Spire Group by any member of the Wider Ramsay Group;

- (d) other than in relation to UK merger control and the matters referred to in Conditions 2(a) to (b), no antitrust regulator or other Third Party having given notice of a decision to take, institute or implement any action, proceeding, suit, investigation, enquiry or reference (and in each case, not having withdrawn the same), or having required any action to be taken or otherwise having done anything, or having enacted, made or proposed any statute, regulation, decision, order or change to published practice (and in each case, not having withdrawn the same) and there not continuing to be outstanding any statute, regulation, decision or order making the Transaction, its implementation or the acquisition or proposed acquisition of any shares or other securities in, or control or management of, Spire by any member of the Wider Ramsay Group void, unenforceable and/or illegal under the laws of any relevant jurisdiction, imposing any material limitation on, or resulting in a material delay in, the ability of any member of the Wider Group, directly or indirectly to acquire, hold or to exercise effectively all or any rights of ownership in respect of shares or other securities in Spire, or otherwise directly or indirectly prohibiting, preventing, restraining, restricting, delaying or otherwise interfering with the consummation or the approval of the Transaction or the proposed acquisition of any shares or other securities in, or control or management of, any member of the Wider Spire Group by any member of the Wider Ramsay Group;

Certain matters arising as a result of any arrangement, agreement, etc.

- (e) except as Disclosed, there being no provision of any arrangement, agreement, lease, licence, franchise, permit or other instrument to which any member of the Wider Spire Group is a party or by or to which any such member or any of its assets is or may be bound, entitled or be subject or any event or circumstance which, in each case as a consequence of the Scheme or Transaction or the acquisition or the proposed acquisition by any member of the Wider Ramsay Group of any shares or other securities in Spire or because of a change in the control or management of any member of the Wider Spire Group or otherwise, could or might reasonably be expected to result in, in each case to an extent which is material in the context of the Wider Spire Group taken as a whole or material in the context of the Transaction:

- (i) any monies borrowed by, or any other indebtedness, actual or contingent, of, or any grant available to, any member of the Wider Spire Group being or becoming repayable, or capable of being declared repayable, immediately or prior to its or their stated maturity date or repayment date, or the ability of any such member to borrow monies or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
- (ii) save in the ordinary course of business, the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any member of the Wider Spire Group or any such mortgage, charge or other security interest (whenever created, arising or having arisen) becoming enforceable;
- (iii) any asset or interest of any member of the Wider Spire Group being or falling to be disposed of or charged or ceasing to be available to any member of the Wider Spire Group or any right arising under which any such asset or interest could be required to be disposed of or could cease to be available to any member of the Wider Spire Group otherwise than in the ordinary course of business;
- (iv) any such arrangement, agreement, lease, licence, franchise, permit or other instrument being terminated or the rights, liabilities, obligations or interests of any member of the Wider Spire Group being adversely modified or adversely affected or any obligation or liability arising or any adverse action being taken or arising thereunder;
- (v) any liability of any member of the Wider Spire Group to make any severance, termination, bonus or other payment to any of its directors, or other officers;
- (vi) the rights, liabilities, obligations, interests or business of any member of the Wider Spire Group under any such arrangement, agreement, licence, permit, lease or instrument or the interests or business of any member of the Wider Spire Group in or with any other person or body or firm or company (or any arrangement or arrangement relating to any such interests or business) being or becoming capable of being terminated, or adversely modified or affected or any onerous obligation or liability arising;
- (vii) any member of the Wider Spire Group ceasing to be able to carry on business under any name under which it presently carries on business;
- (viii) the financial or trading position of any member of the Wider Spire Group being prejudiced or adversely affected; or
- (ix) the creation or acceleration of any material liability (actual or contingent) of any member of the Wider Spire Group other than trade creditors or other liabilities incurred in the ordinary course of business or in connection with the Transaction,

and, except as Disclosed, no event having occurred which, under any provision of any arrangement, agreement, licence, permit, franchise, lease or other instrument to which any member of the Wider Spire Group is a party or by or to which any such member or any of its assets are bound, entitled or subject, would result in any of the events or circumstances as referred to in Conditions 2(e)(i) to (ix), in each case to the extent material in the context of the Wider Spire Group taken as a whole or material in the context of the Transaction;

Certain events occurring since 31 December 2020

- (f) except as Disclosed, no member of the Wider Spire Group having since 31 December 2020:
- (i) issued or agreed to issue or authorised or proposed or announced its intention to authorise or propose the issue, of additional shares of any class, or securities or securities convertible into, or exchangeable for, or rights, warrants or options to subscribe for or acquire, any such shares, securities or convertible securities, or transferred or sold or agreed to transfer or sell or authorised or proposed the transfer or sale of Spire Shares out of treasury (except, where relevant, as between Spire and wholly owned subsidiaries of Spire or between the wholly owned subsidiaries of Spire and except for the issue or transfer out of treasury of Spire Shares on the exercise of employee share options or vesting of employee share awards in the ordinary course under the Spire Share Plans or as envisaged by the Co-Operation Agreement);
- (ii) recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus issue, dividend or other distribution (whether payable in cash or otherwise) other than dividends (or distributions or other return of value whether payable in cash or otherwise) lawfully paid or made by any wholly owned subsidiary of Spire to Spire or any of its wholly owned subsidiaries;
- (iii) other than pursuant to the Transaction (and except for transactions between Spire and its wholly owned subsidiaries or between the wholly owned subsidiaries of Spire and transactions in the ordinary course of business) implemented, effected, authorised or proposed or announced its intention to implement, effect, authorise or propose any merger, demerger, reconstruction, amalgamation, scheme, commitment or acquisition or disposal of assets or shares or loan capital (or the equivalent thereof) in any undertaking or undertakings;

- (iv) (except for transactions between Spire and its wholly owned subsidiaries or between the wholly owned subsidiaries of Spire and except for transactions in the ordinary course of business) disposed of, or transferred, mortgaged or created any security interest over any asset or any right, title or interest in any asset or authorised, proposed or announced any intention to do so;
- (v) (except for transactions between Spire and its wholly owned subsidiaries or between the wholly owned subsidiaries of Spire and except for transactions in the ordinary course of business) issued, authorised or proposed, or announced an intention to authorise or propose, the issue of or made any change in or to the terms of any debentures or become subject to any contingent liability or incurred or increased any indebtedness;
- (vi) entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, arrangement, agreement, transaction or commitment (whether in respect of capital expenditure or otherwise), except in the ordinary course of business, which is of a long-term, unusual or onerous nature or magnitude or which is or which involves or is reasonably likely to involve an obligation of such a nature or magnitude;
- (vii) entered into or varied the terms of, or made any offer (which remains open for acceptance) to enter into or vary the terms of any contract, service agreement, commitment or arrangement with any director or senior executive of any member of the Wider Spire Group;
- (viii) made any alteration to its memorandum or articles of association (in each case, other than in connection with the Scheme) which is materially adverse to the interests of Ramsay and/or Ramsay UK in the context of the Transaction;
- (ix) proposed, agreed to provide or modified the terms of any share option scheme, incentive scheme or other benefit relating to the employment or termination of employment of any employee of the Wider Spire Group;
- (x) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, except in respect of the matters mentioned in sub-paragraph 2(f)(i) above, made any other change to any part of its share capital;
- (xi) (except in the ordinary course of business) waived, compromised or settled any claim by or against any member of the Wider Spire Group;
- (xii) (except in the ordinary course of business) terminated or varied the terms of any agreement or arrangement between any member of the Wider Spire Group and any other person;
- (xiii) (except in relation to changes made or agreed as a result of, or arising from, changes to legislation) made or agreed or consented to any significant change to:
 - (A) the terms of the trust deeds and rules constituting the pension scheme(s) established by any member of the Wider Spire Group for its directors, employees or their dependants;
 - (B) the contributions payable to any such scheme(s) or to the benefits which accrue, or to the pensions which are payable, thereunder;
 - (C) the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or
 - (D) the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued, made, agreed or consented to;
- (xiv) carry out any act:
 - (A) which would or could reasonably be expected to lead to the commencement of the winding up of any pension scheme(s) established by any member of the Wider Spire Group for its directors, former directors, employees, former employees or their dependants;
 - (B) which would or might create a debt owed by an employer of any such plan; or
 - (C) which would or might accelerate any obligation on any employer to fund or pay additional contributions to any such plan;
- (xv) been unable, or admitted in writing that it is unable, to pay its debts or commenced negotiations with one or more of its creditors with a view to rescheduling or restructuring any of its indebtedness, or having stopped or suspended (or threatened in writing to stop or suspend) payment of its debts generally or ceased or threatened in writing to cease carrying on all or a substantial part of its business;
- (xvi) (other than in respect of a member of the Wider Spire Group which is dormant and was solvent at the relevant time) taken or proposed any steps or corporate action or had any legal proceedings instituted or threatened in writing against it in relation to the suspension of payments, a moratorium of any indebtedness, its winding-up (voluntary or otherwise), dissolution, reorganisation or for the appointment of a receiver, administrator, manager, administrative receiver, trustee or similar officer of all or any material part of its assets or revenues or any analogous or equivalent steps or proceedings in any jurisdiction or appointed any analogous person in any jurisdiction or had any such person appointed;
- (xvii) (except for transactions between Spire and its wholly owned subsidiaries or between the wholly owned subsidiaries of Spire) made, authorised, proposed or announced an intention to propose any change in its loan capital;
- (xviii) entered into, implemented or authorised the entry into, any joint venture, asset or profit sharing arrangement, partnership or merger of business or corporate entities which would be restrictive on the business of any member of the Wider Spire Group;
- (xix) other than with the consent of Ramsay and/or Ramsay UK, taken (or agreed to take) any action which requires or would require the consent of the Panel or the approval of the Spire Shareholders at a general meeting in accordance with, or as contemplated by, Rule 21.1 of the Takeover Code; or
- (xx) entered into any agreement, arrangement, commitment or contract or passed any resolution or made any offer (which remains open for acceptance) with respect to, or announced an intention to, or to propose to, effect any of the transactions, matters or events referred to in this Condition 2(f),

which, in any such case, is material in the context of the Wider Spire Group taken as a whole or material in the context of the Transaction;

No adverse change, litigation or similar

- (g) except as Disclosed, since 31 December 2020 there having been, in each case to an extent which is material in the context of the Wider Spire Group taken as a whole or material in the context of the Transaction:
 - (i) no adverse change and no circumstance having arisen which would or might be expected to result in any adverse change in, the business, assets, financial or trading position or profits or operational performance of any member of the Wider Spire Group, save as a consequence of the proposed Transaction or of the process leading to the Transaction;

- (ii) no litigation, arbitration proceedings, prosecution or other legal proceedings having been threatened in writing, announced or instituted by or against or remaining outstanding against or in respect of, any member of the Wider Spire Group or to which any member of the Wider Spire Group is a party (whether as claimant, defendant or otherwise) having been threatened in writing, announced, instituted or remaining outstanding by, against or in respect of, any member of the Wider Spire Group;
- (iii) (other than as a result of the Transaction) no enquiry, review or investigation by, or complaint or reference to, any Third Party, against or in respect of any member of the Wider Spire Group having been threatened in writing, announced or instituted or remaining outstanding by, against or in respect of any member of the Wider Spire Group;
- (iv) no contingent or other liability having arisen or become reasonably apparent to Ramsay and/or Ramsay UK or increased other than in the ordinary course of business which would adversely affect the business, assets, financial or trading position or profits or prospects of any member of the Wider Spire Group; or
- (v) no steps having been taken and no omissions having been made by any member of the Wider Spire Group which would result in the withdrawal, cancellation, termination or material modification of any licence held by any member of the Wider Spire Group which is necessary for the proper carrying on of its business;

No discovery of certain matters regarding information, liabilities and environmental issues

- (h) except as Disclosed, Ramsay and/or Ramsay UK not having discovered, and, in each case to an extent which is material in the context of the Wider Spire Group taken as a whole, that:
 - (i) any financial, business or other information concerning the Wider Spire Group publicly announced prior to the date of this Announcement or disclosed at any time to any member of the Wider Ramsay Group by or on behalf of any member of the Wider Spire Group prior to the date of this Announcement is misleading, contains a misrepresentation of any fact, or omits to state a fact necessary to make such information not misleading and which was not subsequently corrected before the date of this Announcement by disclosure either publicly or as otherwise Disclosed;
 - (ii) any past or present member of the Wider Spire Group has not complied with all applicable legislation, regulations or other requirements of any jurisdiction or any Authorisations relating to the use, treatment, storage, carriage, disposal, discharge, spillage, release, leak or emission of any waste or hazardous substance or any substance likely to impair the environment (including property) or harm human or animal health or otherwise relating to environmental matters or the health and safety of humans, under which non-compliance would give rise to any liability including any penalty for non-compliance (whether actual or contingent) on the part of any member of the Wider Spire Group;
 - (iii) there is or is reasonably likely to be any obligation or liability (whether actual or contingent) or requirement to make good, remediate, repair, reinstate or clean up any property, asset or any controlled waters currently or previously owned, occupied, operated or made use of or controlled by any past or present member of the Wider Spire Group (or on its behalf), or in which any such member has or has previously had or could be deemed to have had an interest, under any environmental legislation, common law, regulation, notice, circular, Authorisation or order of any Third Party in any jurisdiction or to contribute to the cost thereof or associated therewith or indemnify any person in relation thereto; or
 - (iv) circumstances exist (whether as a result of making the Transaction or otherwise) which would be reasonably likely to lead to any Third Party instituting (or whereby any member of the Wider Spire Group would be likely to be required to institute), an environment audit or take any steps which would in any such case result in any actual or contingent liability to improve or install new plant or equipment or to make good, repair, reinstate or clean up any property of any description or any asset now or previously owned, occupied or made use of by any past or present member of the Wider Spire Group (or on its behalf) or by any person for which a member of the Wider Spire Group is or has been responsible, or in which any such member has or has previously had or could be deemed to have had an interest;

Anti-corruption

- (i) except as Disclosed, Ramsay and/or Ramsay UK not having discovered, and, in each case to an extent which is material in the context of the Wider Spire Group taken as a whole, that:
 - (i) any member of the Wider Spire Group or any person that performs or has performed services for or on behalf of any such company is or has engaged in any activity, practice or conduct which would constitute an offence under the UK Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977, as amended, or any other applicable anti-corruption legislation;
 - (ii) any member of the Wider Spire Group is ineligible to be awarded any contract or business under section 23 of the UK Public Contracts Regulations 2006 or section 26 of the UK Utilities Contracts Regulations (2006) (each as amended) or the US Federal Acquisition Regulation or Defence Federal Acquisition Regulation Supplement;
 - (iii) any past or present member, director, officer or employee of the Wider Spire Group has engaged in any activity or business with, or made any investments in, or made any payments or funds or assets available to, or received any funds or assets from, any government, entity or individual covered by any of the economic sanctions administered by the United Nations or the European Union (or any of their respective member states) or the United States Office of Foreign Assets Control or any other government or supranational body or authority in any jurisdiction; or
 - (iv) a member of the Wider Spire Group has engaged in any activity, practice or conduct which would cause the Wider Ramsay Group to be in breach of any law or regulation on completion of the Transaction, including the UK Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977, as amended, or any other applicable anti-corruption legislation; and

No criminal property

- (j) except as Disclosed, Ramsay and/or Ramsay UK not having discovered, and, in each case to an extent which is material in the context of the Wider Spire Group taken as a whole, that, any asset of any member of the Wider Spire Group constitutes criminal property as defined by section 340(3) of the UK Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition).

Part B: Further terms of the Transaction

1. Subject to the requirements of the Panel, Ramsay UK reserves the right to waive:
 - (a) the deadlines set out in Part A, Condition 1 of this Appendix 1 for the timing of the Court Meeting, the General Meeting and the Sanction Hearing. If any such deadline is not met, Ramsay UK shall make an announcement through a Regulatory Information Service by 8.00 a.m. on the Business Day following such deadline confirming whether it has invoked or waived the relevant Condition, or waived the relevant deadlines, or agreed with Spire to extend the relevant deadlines in relation to the relevant Condition; and
 - (b) in whole or in part, all or any of the above Conditions 2(a) to (j) (inclusive).
2. If Ramsay UK is required by the Panel to make an offer for Spire Shares under the provisions of Rule 9 of the Takeover Code, Ramsay UK may make such alterations to any of the above Conditions and terms of the

Transaction as are necessary to comply with the provisions of that Rule.

3. The Transaction shall lapse if the Transaction or any matter arising from or relating to it or the Scheme, becomes subject to a CMA Phase 2 Reference before the date of the Court Meeting.
4. Ramsay UK shall be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or to treat as fulfilled any of Conditions 2(a) to 2(j) (inclusive) of Part A of this Appendix 1 by a date earlier than the earliest of (a) the latest date for the fulfilment of that Condition and (b) the date determined for doing so in accordance with the terms of the Co-Operation Agreement, notwithstanding that the other Conditions of the Transaction may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any of such Conditions may not be capable of fulfilment.
5. The Spire Shares acquired by Ramsay UK under the Transaction shall be acquired fully paid and free from all liens, equitable interests, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights as at the date of this Announcement or hereafter attaching or accruing to them, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid, or any other return of capital (whether by reduction of share capital or share premium account or otherwise) made, on or after the date of this Announcement, except as referred to in paragraph 6 below.
6. If, on or after the date of this Announcement, any dividend, distribution or other return of capital is declared, paid or made or becomes payable by Spire in respect of the Spire Shares, Ramsay UK reserves the right (without prejudice to any right of Ramsay UK, with the consent of the Panel, to invoke Condition 2(f)(ii) above) to reduce the Transaction Price by an amount up to the aggregate amount of such dividend, distribution or other return of capital. In such circumstances, Spire Shareholders would be entitled to retain any such dividend, distribution or other return of capital declared, made or paid.

If and to the extent that any such dividend, distribution or other return of capital is paid or made on or prior to the Effective Date and Ramsay UK exercises its rights under this paragraph 6 to reduce the Transaction Price, any reference in this Announcement to the Transaction Price shall be deemed to be a reference to the Transaction Price as so reduced.

If and to the extent that any such dividend, distribution or other return of capital has been declared or announced but not paid or made or is not payable by reference to a record date on or prior to the Effective Date or shall be (i) transferred pursuant to the Transaction on a basis which entitles Ramsay UK to receive the dividend, distribution or other return of value and to retain it; or (ii) cancelled, the consideration payable under the terms of the Transaction shall not be subject to change in accordance with this paragraph 6.

Any exercise by Ramsay UK of its rights referred to in this paragraph shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the Transaction.
7. Ramsay UK reserves the right to elect (with the consent of the Panel and subject to the terms of the Co-Operation Agreement) to implement the Transaction by way of a Takeover Offer as an alternative to the Scheme. In such event, the Transaction shall be implemented on substantially the same terms, so far as applicable, as those which would apply to the Scheme (subject to appropriate amendments, including (without limitation) an acceptance condition set at such percentage of the Spire Shares as shall be determined by Ramsay UK with the consent of the Panel or as may be agreed between Ramsay UK and Spire).
8. The availability of the Scheme to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdictions. Persons who are not resident in, or who are subject to the laws of any jurisdiction other than, the United Kingdom should inform themselves about and observe any applicable requirements. Further information in relation to Overseas Shareholders will be contained in the Scheme Document.
9. The Transaction is not being made, directly or indirectly, in, into or from, or by use of the mails of, or by any means of instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of, any jurisdiction where to do so would violate the laws of that jurisdiction.
10. The Transaction, the Scheme and the Forms of Proxy will be governed by the laws of England and Wales and will be subject to the jurisdiction of the English courts. The Transaction will be subject to the Conditions and further terms set out in this Appendix 1 and to be set out in the Scheme Document. The Transaction and the Scheme shall be subject to the applicable requirements of the Takeover Code, the Panel, the London Stock Exchange and the Financial Conduct Authority.
11. Under Rule 13.5(a) of the Takeover Code, Ramsay UK may not invoke a Condition to the Transaction so as to cause the Transaction not to proceed, to lapse or to be withdrawn unless the circumstances which give rise to the right to invoke the Condition are of material significance to Ramsay UK in the context of the Transaction. Condition 1 and/or any Takeover Offer acceptance condition adopted on the basis specified in paragraph 7 of this Part B are not subject to this provision of the Takeover Code.
12. Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.

APPENDIX 2

SOURCES AND BASES OF INFORMATION

Unless otherwise stated in this Announcement:

1. the value of the Transaction on a fully diluted basis has been calculated on the basis of a fully diluted issued share capital of 416,511,783 Spire Shares, which has been calculated by reference to 401,083,536 Spire Shares in issue, together with 15,667,530 unissued Spire Shares which may be issued on or after the date of this Announcement on the exercise of options or vesting of awards under the Spire Share Plans less 239,283 Spire Shares held in the Spire Employee Benefit Trust, in each case as at the Latest Practicable Date;
2. references to the existing issued share capital of Spire are to the number of Spire Shares in issue as at the Latest Practicable Date, which was 401,083,536 Spire Shares. The ISIN for the Spire Shares is GB00BNLPYF73;
3. unless otherwise stated, the financial information relating to Spire is extracted (without material adjustment) from the audited consolidated financial statements of Spire for the relevant years, prepared in accordance with IFRS;
4. the implied enterprise value for Spire (including IFRS 16 lease liabilities) incorporates the value attributed to the fully diluted issued share capital of Spire equal to £999.6 million, adjusted for the net financial debt of £314.5 million and lease liabilities of £749.5 million as at 31 December 2020;
5. the valuation multiple to Spire's EBITDA (post-IFRS 16) incorporates: (i) the post-IFRS enterprise value of £2,063.6 million made up of the value attributed to the fully diluted issued share capital of Spire equal to £999.6 million, adjusted for the net financial debt of £314.5 million as at 31 December 2020 and lease liabilities of £749.5 million as at 31 December 2020 and (ii) adjusted EBITDA (post-IFRS 16) reported by Spire for the year 31 December 2019 of £189.0 million, respectively;
6. the valuation multiple to Spire's EBITDA (pre-IFRS 16) incorporates: (i) the pre-IFRS enterprise value of £1,393.4 million made up of the value attributed to the fully diluted issued share capital of Spire equal to £999.6 million, adjusted for the net financial debt of £314.5 million as at 31 December 2020 and pre IFRS 16

finance leases of £79.3 million associated with the Ventas finance lease⁽⁵⁾ as at 31 December 2020 and (ii) adjusted EBITDA (pre-IFRS 16) reported by Spire for the year 31 December 2019 of £120.5 million, respectively;

7. the valuation multiple to Spire's adjusted EBIT (post-IFRS 16) incorporates: (i) the post-IFRS enterprise value of £2,063.6 million made up of the value attributed to the fully diluted issued share capital of Spire equal to £999.6 million, adjusted for the net financial debt of £314.5 million as at 31 December 2020 and lease liabilities of £749.5 million as at 31 December 2020 and (ii) adjusted EBIT (post-IFRS 16) reported by Spire for the year 31 December 2019 of £97.6 million, respectively;
8. unless otherwise stated, all prices for Spire Shares have been derived from the Daily Official List and represent Closing Prices on the relevant date(s);
9. the 180 day volume weighted average prices as of 25 May 2021 have been derived from FactSet and refer to trading on the London Stock Exchange only;
10. the implied enterprise value for Ramsay incorporates the value attributed to the current issued share capital of Ramsay equal to A\$14.9 billion, adjusted for the net financial debt of A\$2.1 billion and lease liabilities of A\$5.1 billion as at 31 December 2020; and
11. where amounts are shown in both Australian dollars and sterling in this document, an exchange rate of A\$1:£0.5487 as at the Latest Practicable Date has been used for market data and an exchange rate of A\$1:£0.5645 as at 31 December 2020 has been used for reported balance sheet figures being net financial debt and lease liabilities.

(5) The Ventas lease refers to the sale and leaseback in 2014 for Clare Park, Fylde Coast and Hull hospitals, which have been classified as finance leases since 2014.

APPENDIX 3

DETAILS OF IRREVOCABLE UNDERTAKINGS

1. Spire Directors

The following Spire Directors have given irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and the Spire Resolutions to be proposed at the General Meeting (or, in the event that the Transaction is implemented by way of a Takeover Offer, to accept, or procure the acceptance of, the Takeover Offer) in relation to the following Spire Shares, in which they or their family members and connected persons are beneficially interested, representing, in aggregate, approximately 0.3 per cent. of the Spire Shares in issue as at the Latest Practicable Date:

| Name | Total number of Spire Shares | Percentage of existing issued share capital* |
|--------------------|------------------------------|--|
| Justin Ash | 394,694 | 0.1 |
| Jitesh Sodha | 50,500 | 0.0 |
| Dame Janet Husband | 10,231 | 0.0 |
| Anthony Bourne | 11,904 | 0.0 |
| Adèle Anderson | 9,582 | 0.0 |
| Simon Rowlands | 786,516 | 0.2 |

* based on the number of Spire Shares in issue as at the Latest Practicable Date

These irrevocable undertakings remain binding in the event that a higher competing offer is made for Spire. The irrevocable undertakings given by the Spire Directors above will cease to be binding if:

- (a) the Offer or Scheme Document is not released by 5.00 p.m. on the date falling 28 days following publication of the Announcement or such later date as Ramsay UK and Spire may agree;
- (b) Ramsay UK announces, with the consent of the Panel, that it does not intend to proceed with the Transaction and no new, revised or replacement acquisition (to which the undertaking applies) is announced in accordance with Rule 2.7 of the Code at the same time; or
- (c) the Takeover Offer or Scheme lapses or is withdrawn and no new, revised or replacement acquisition (to which the undertaking applies) is announced in accordance with Rule 2.7 of the Code at the same time.

2. Other Spire Shareholders

The following Spire Shareholders have given irrevocable undertakings to vote in favour of the Scheme at the Court Meeting and the Spire Resolutions to be proposed at the General Meeting (or, in the event that the Transaction is implemented by way of a Takeover Offer, to accept, or procure the acceptance of, the Takeover Offer) in relation to the following Spire Shares, in which they are beneficially interested, representing, in aggregate, approximately 30.1 per cent. of the Spire Shares in issue as at the Latest Practicable Date:

| Name | Total number of Spire Shares | Percentage of existing issued share capital |
|-------------|------------------------------|---|
| Mediclinic | 119,923,335 | 29.9 |
| Garry Watts | 653,577 | 0.2 |

* based on the number of Spire Shares in issue as at the Latest Practicable Date

The irrevocable undertaking given by Mediclinic will cease to be binding if:

- (a) the Offer or Scheme Document is not released by 5.00 p.m. on the date falling 28 days following publication of the Announcement or such later date as Ramsay UK and Spire may agree;
- (b) Ramsay UK announces, with the consent of the Panel, that it does not intend to proceed with the Transaction and no new, revised or replacement acquisition (to which the undertaking applies) is announced in accordance with Rule 2.7 of the Code at the same time;
- (c) the Offer or Scheme lapses or is withdrawn and no new, revised or replacement acquisition (to which the undertaking applies) is announced in accordance with Rule 2.7 of the Code at the same time; or
- (d) a third party:
 - (i) announces a firm intention to make an offer under Rule 2.7 of the Code for the issued and to be issued ordinary share capital of Spire (the "**Third Party Announcement**") which provides for an amount or value of consideration which in the reasonable opinion of Mediclinic's financial adviser is not less than 10 per cent. greater than 240 pence per Spire Share (a "**Competing Offer**"); and
 - (ii) Ramsay does not increase the consideration offered under the terms of the Transaction to an amount or value which in the reasonable opinion of Mediclinic's financial adviser is equal to or higher than the consideration being offered under the Competing Offer within three business days of the date of the Third Party Announcement,

provided that where the consideration under the Competing Offer includes shares or other securities, the value of such shares or other securities shall be the average of the closing prices of such securities for the five trading days immediately prior to the Third Party Announcement in respect of the Competing Offer, as derived from the London Stock Exchange Daily Official List or, if the share or security is principally dealt in on some other stock exchange or market, the recognised method of publication of prices for that other exchange or market and, if applicable, using a currency exchange rate that we shall determine, acting reasonably, and any other non-cash consideration shall be valued based on Mediclinic's good faith assessment acting reasonably of the relevant consideration at the date of the Third Party Announcement.

The irrevocable undertaking given by Garry Watts will cease to be binding if:

- (a) the Offer or Scheme Document is not released by 5.00 p.m. on the date falling 28 days following publication of the Announcement or such later date as Ramsay UK and Spire may agree;
- (b) Ramsay UK announces, with the consent of the Panel, that it does not intend to proceed with the Transaction and no new, revised or replacement acquisition (to which the undertaking applies) is announced in accordance with Rule 2.7 of the Code at the same time; or
- (c) the Takeover Offer or Scheme lapses or is withdrawn and no new, revised or replacement acquisition (to which the undertaking applies) is announced in accordance with Rule 2.7 of the Code at the same time.

APPENDIX 4

DEFINITIONS

The following definitions apply throughout this document unless the context otherwise requires:

| | |
|--|--|
| "Announcement" | means this announcement; |
| "Authorisations" | means authorisations, orders, grants, recognitions, confirmations, consents, licences, clearances, certificates, permissions, approvals, waivers and/or filings in each case, of a Third Party; |
| "Business Day" | means a day, not being either a public holiday, Saturday or Sunday, on which clearing banks in London are open for normal business; |
| "certificated" "certificated form" | or means in relation to a share or other security, a share or other security title to which is recorded in the relevant register of the share or other security as being held in certificated form (that is, not in CREST); |
| "Clean Team Agreement" | means the clean team agreement between Ramsay and Spire dated 7 April 2021; |
| "Closing Price" | means the closing mid-market price of Spire Shares as derived from the Daily Official List on any particular date; |
| "CMA" | means the Competition and Markets Authority of the United Kingdom (or any successor body or bodies carrying out the same functions in the United Kingdom from time to time); |
| "CMA Phase 2 Reference" | means a reference pursuant to sections 22, 33, 45 or 62 of the Enterprise Act 2002 (as amended) of the Transaction to the chair of the CMA for the constitution of a group under Schedule 4 to the Enterprise and Regulatory Reform Act 2013; |
| "Combined Group" | means the enlarged group comprising the Ramsay Group and the Spire Group following the Effective Date; |
| "Companies Act" | means the Companies Act 2006, as amended from time to time; |
| "Conditions" | means the conditions to the implementation of the Transaction, as set out in Appendix 1 of this Announcement and to be set out in the Scheme Document; |
| "Confidentiality Agreement" | means the confidentiality agreement between Ramsay and Spire dated 7 April 2021; |
| "Confidentiality and Joint Defence Agreement" | means the confidentiality and joint defence agreement between Ramsay and Spire dated 12 April 2021; |
| "Co-Operation Agreement" | means the co-operation agreement between Ramsay UK and Spire dated 26 May 2021; |
| "Court" | means the High Court of Justice in England and Wales; |
| "Court Meeting" | means the meeting of Scheme Shareholders to be convened at the direction of the Court pursuant to Part 26 of the Companies Act, notice of which will be set out in the Scheme Document, at which a resolution will be proposed to approve the Scheme, including any adjournment thereof; |
| "Court Order" | means the order of the Court sanctioning the Scheme under Part 26 of the Companies Act; |
| "CQC" | means the Care Quality Commission; |
| "CREST" | means the relevant system (as defined in the Regulations) in respect of which Euroclear is the operator (as defined in the Regulations) in accordance with which securities may be held or transferred in uncertificated form; |
| "Daily Official List" | means a written record produced each day at the London Stock Exchange of all the prices and shares that can be bought and sold; |
| "Dealing Disclosure" | has the same meaning as in Rule 8 of the Takeover Code; |
| "Disclosed" | means the information disclosed by, or on behalf of, Spire (i) in the annual report and accounts of the Spire Group for the financial year ended 31 December 2019; (ii) in the financial results of the Spire Group for the financial year ended 31 December 2020 announced on 4 March 2021; (iii) in this Announcement; (iv) in any other announcement to a Regulatory Information Service by, or on behalf of, Spire, prior to the |

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| | | publication of this Announcement; and (v) as otherwise fairly disclosed (including in the virtual data room operated by or on behalf of Spire in respect of the Transaction) to Ramsay UK (or its officers, employees, agents or advisers) prior to the date of this Announcement; |
| "EBIT" | | means earnings before interest and taxes; |
| "EBITDA" | | means earnings before interest, taxes, depreciation and amortization; |
| "Effective" | | means, in the context of the Transaction: (a) if the Transaction is implemented by way of the Scheme, the Scheme having become effective pursuant to its terms; or (b) if the Transaction is implemented by way of a Takeover Offer, the Takeover Offer having been declared or having become unconditional in all respects in accordance with the requirements of the Takeover Code; |
| "Effective Date" | | means the date on which the Scheme becomes Effective in accordance with its terms or, if Ramsay UK elects (with the consent of the Panel and subject to the terms of the Co-Operation Agreement), to implement the Transaction by way of a Takeover Offer, the date on which such Takeover Offer becomes or is declared unconditional in all respects; |
| "Enterprise Act" | | means the Enterprise Act 2002 (as amended); |
| "EPS" | | means earnings-per-share; |
| "ESG" | | means environmental, social and governance; |
| "Excluded Shares" | | means (i) any Spire Shares which are re-registered in the name of or which are beneficially owned by Ramsay UK or any member of the Ramsay Group and (ii) any Spire Shares held by Spire in treasury; |
| "Euroclear" | | means Euroclear UK and Ireland Limited; |
| "FFO" | | means funds from operations; |
| "Forms of Proxy" | | means the forms of proxy in connection with each of the Court Meeting and the General Meeting, which will accompany the Scheme Document; |
| "FY 2021" | | means the financial year ended 30 June 2021; |
| "FY 2024" | | means the financial year ended 30 June 2024; |
| "General Meeting" | | means the general meeting of Spire Shareholders (including any adjournment thereof) to be convened in connection with the Scheme, notice of which will be set out in the Scheme Document; |
| "IFRS" | | means the International Financial Reporting Standards; |
| "Initial Order" | Enforcement | means an order made under section 72, or an order made or adopted (as the case may be) under paragraph 2 of Schedule 7 of the Enterprise Act 2002; |
| "ISIN" | | means international securities identification number; |
| "J.P. Morgan Cazenove" | | means J.P. Morgan Securities plc, which conducts its UK investment banking business as J.P. Morgan Cazenove; |
| "Latest Practicable Date" | | means 25 May 2021, being the latest practicable date prior to the publication of this Announcement; |
| "Lazard" | | means Lazard & Co., Limited; |
| "London Stock Exchange" | | means London Stock Exchange plc or its successor; |
| "Long Stop Date" | | means 30 September 2021, or such later date as may be agreed in writing by Ramsay UK and Spire (with the Panel's consent and as the Court may approve (if such approval(s) are required)); |
| "Mediclinic" | | means Mediclinic Jersey Limited, a wholly owned subsidiary of Mediclinic International PLC; |
| "National Security and Investment Act" | | means the National Security and Investment Act 2021; |
| "NHS" | | means the UK National Health Service; |
| "Numis" | | means Numis Securities Limited; |
| "Official List" | | means the Official List of the Financial Conduct Authority; |
| "Opening Disclosure" | Position | has the same meaning as in Rule 8 of the Takeover Code; |
| "Overseas Shareholders" | | means Spire Shareholders (or nominees of, or custodians of trustees for Spire Shareholders) not resident in, ordinarily resident in, or nationals or citizens of, the United Kingdom; |
| "Panel" | | means the Panel on Takeovers and Mergers; |
| "PPE" | | means personal, protective equipment; |
| "Ramsay" | | means Ramsay Health Care Limited; |
| "Ramsay Board" | | means the board of directors of Ramsay; |
| "Ramsay Group" | | means Ramsay Health Care Limited and its subsidiary undertakings, including Ramsay UK, and, where the context permits, each of them; |
| "Ramsay UK" | | means Ramsay Health Care (UK) Limited; |
| "Registrars" | of | means the Registrar of Companies in England and Wales; |

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| "Companies" | |
| "Regulations" | means the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755), as amended from time to time; |
| "Regulatory Information Service" | means a regulatory information service as defined in the FCA Handbook; |
| "Relevant Authority" | means any central bank, ministry, governmental, quasi-governmental, supranational (including the United Kingdom and the European Union), statutory, regulatory or investigative body, authority or tribunal (including any national or supranational antitrust, competition or merger control authority, any sectoral ministry or regulator and any foreign investment review body), national, state, municipal or local government (including any subdivision, court, tribunal, administrative, agency or commission or other authority thereof), any entity owned or controlled by them, any private body exercising any regulatory, taxing, importing or other authority, trade agency, association, institution or professional or environmental body in any jurisdiction, including, for the avoidance of doubt, the Panel, the Financial Conduct Authority and the CMA; |
| "relevant securities" | shall be construed in accordance with the Takeover Code; |
| "Restricted Jurisdiction" | means any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Transaction is sent or made available to Spire Shareholders in that jurisdiction; |
| "ROIC" | means return on invested capital; |
| "Rothschild & Co" | means N.M. Rothschild & Sons Limited; |
| "Sanction Hearing" | the hearing of the Court to sanction the Scheme, at which the Court Order is expected to be granted (and any adjournment thereof); |
| "Scheme" | means the proposed scheme of arrangement under Part 26 of the Companies Act between Spire and the Scheme Shareholders in connection with the Transaction, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by Spire and Ramsay UK; |
| "Scheme Document" | means the document to be sent to Spire Shareholders containing, amongst other things, the full terms and conditions of the Scheme and the notices convening the Court Meeting and the General Meeting; |
| "Scheme Record Time" | means the time and date specified in the Scheme Document, expected to be 6.00 p.m. on the Business Day immediately prior to the Effective Date; |
| "Scheme Shareholders" | means holders of Scheme Shares; |
| "Scheme Shares" | means all Spire Shares: (a) in issue at the date of the Scheme Document; (b) (if any) issued after the date of the Scheme Document but at or before the Voting Record Time; and (c) (if any) issued after the Voting Record Time and at or before the Scheme Record Time on terms that the original holder or any subsequent holder thereof shall be bound by the Scheme or in respect of which the original or any subsequent holders shall have agreed in writing to be, bound by the Scheme, in each case, remaining in issue at the Scheme Record Time but excluding any Excluded Shares in issue at the Scheme Record Time; |
| "Significant Interest" | means in relation to an undertaking, a direct or indirect interest of 20 per cent. or more of the total voting rights conferred by the equity share capital of such undertaking; |
| "Spire" | means Spire Healthcare Group plc; |
| "Spire Board" | means the board of directors of Spire; |
| "Spire Directors" | means the directors of Spire; |
| "Spire Group" | means Spire and its subsidiary undertakings and, where the context permits, each of them; |
| "Spire Registrars" | means Equiniti; |
| "Spire Resolutions" | means the resolutions to be proposed by Spire at the General Meeting to, amongst other things, authorise the Spire Directors to take all actions they consider necessary or appropriate to implement the Scheme, amend the Spire articles of association and de-list the Spire Shares; |
| "Spire Share Plans" | means the Spire Long Term Incentive Plan, the Spire Deferred Share Bonus Plan and the Spire Save-As-You-Earn scheme; |
| "Spire Shareholders" | means the holders of Spire Shares; |
| "Spire Shares" | means the existing unconditionally and allotted or issued and fully paid ordinary shares with a nominal value of one pence each in the capital of Spire and any further such ordinary shares which are unconditionally allotted or issued before the Scheme becomes Effective; |
| "Takeover Code" | means the Code on Takeovers and Mergers issued by the Panel, as amended from time to time; |
| "Takeover Offer" | means, if the Transaction is implemented by way of a takeover offer as defined in Chapter 3 of Part 28 of the Companies Act, the recommended offer to be made by or on behalf of Ramsay UK to acquire the entire issued and to be issued share capital of Spire and, where the context admits, any subsequent revision, variation, extension or renewal thereof; |
| "Third Party" | each of a central bank, government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental, administrative, fiscal or investigative body, court, |

trade agency, association, institution, employee representative body or any other body or person whatsoever in any jurisdiction, including, for the avoidance of doubt, the Panel;

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| "Transaction" | means the proposed acquisition by Ramsay UK of the entire issued and to be issued share capital of Spire, to be effected by means of the Scheme, or, should Ramsay UK elect (with the consent of the Panel and subject to the terms of the Co-Operation Agreement, by means of a Takeover Offer and, where the context admits, any subsequent revision, variation, extension or renewal thereof; |
| "Transaction Price" | means 240 pence per Spire Share; |
| "UK" or "United Kingdom" | means United Kingdom of Great Britain and Northern Ireland; |
| "uncertificated" or "in uncertificated form" | means a share or other security title to which is recorded in the relevant register of the share or security as being held in uncertificated form, in CREST, and title to which, by virtue of the Regulations may be transferred by means of CREST; |
| "US" | means the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia and all other areas subject to its jurisdiction and any political sub-division thereof; |
| "US Exchange Act" | means the US Securities Exchange Act by 1934, as amended; |
| "Voting Record Time" | means the date and time specified in the Scheme Document by reference to which entitlement to vote at the Court Meeting will be determined; |
| "WACC" | means weighted average cost of capital; |
| "Wider Ramsay Group" | means Ramsay and its subsidiary, subsidiary undertakings, associated undertakings and any other body corporate, partnership, joint venture or person in which Ramsay and/or such subsidiaries or undertakings (aggregating their interests) having a Significant Interest; and |
| "Wider Spire Group" | means Spire and its subsidiary, subsidiary undertakings, associated undertakings and any other body corporate, partnership, joint venture or person in which Spire and/or such subsidiaries or undertakings (aggregating their interests) having a Significant Interest. |

For the purposes of this Announcement, **"subsidiary"**, **"subsidiary undertakings"**, **"undertaking"** and **"associated undertaking"** have the respective meanings given thereto by the Companies Act.

References to an enactment include references to that enactment as amended, replaced, consolidated or re-enacted by or under any other enactment before or after the date of this Announcement.

All references to **"pounds"**, **"pounds sterling"**, **"sterling"**, **"£"**, **"pence"**, **"p"** and **"penny"** are to the lawful currency of the United Kingdom.

All references to **"A\$"** are to the lawful currency of the Commonwealth of Australia.

All times referred to are London time unless otherwise stated.

References to the singular include the plural and vice versa.

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