

26 May 2021

RAMSAY HEALTH CARE (UK) LIMITED

SPIRE HEALTHCARE GROUP PLC

COOPERATION AGREEMENT



Freshfields Bruckhaus Deringer

100 Bishopsgate
London EC2P 2SR

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THIS AGREEMENT is made on 26 May 2021

BETWEEN:

- (1) **RAMSAY HEALTH CARE (UK) LIMITED**, a private limited company registered in England and Wales with registered number 06043039, whose registered office is at Level 18, Tower 42 25 Old Broad Street, London, EC2N 1HQ (*Ramsay*); and
- (2) **SPIRE HEALTHCARE GROUP PLC**, a public limited company registered in England and Wales with registered number 06689538, whose registered office is at 3 Dorset Rise, London, EC4Y 8EN (*Spire*),

(each a *party* and together the *parties*).

WHEREAS:

- (A) Ramsay proposes to announce immediately following execution of this Agreement a firm intention to make a recommended offer for the entire issued and to be issued share capital of Spire pursuant to Rule 2.7 of the Code.
- (B) The Acquisition will be made on the terms and subject to the conditions set out in the Announcement and this Agreement.
- (C) The parties intend that the Acquisition will be implemented by way of the Scheme, although Ramsay reserves the right, subject to the terms of this Agreement and the Announcement, to implement the Acquisition by way of the Takeover Offer.
- (D) The parties have agreed to take certain steps to effect the completion of the Acquisition (whether by way of the Scheme or the Takeover Offer) and are entering into this Agreement to set out their respective rights, obligations and commitments in relation to such matters.

IT IS AGREED as follows:

1. Definitions and interpretation

- 1.1 In this Agreement (including the recitals but excluding Schedule 1), the terms and expressions listed in this clause 1.1 shall have the meanings set out in this clause 1.1. Terms and expressions used in Schedule 1 shall have the meanings given to them in Schedule 1.

Acceptance Condition means the acceptance condition to any Takeover Offer;

Acquisition means the direct or indirect acquisition of the entire issued and to be issued ordinary share capital of Spire by Ramsay (other than any Spire Shares already held by the Ramsay Group), to be effected by way of: (i) the Scheme; or (ii) the Takeover Offer (as the case may be);

Acquisition Document means (i) if the Scheme is (or is to be) implemented, the Scheme Document; or (ii) if the Takeover Offer is (or is to be) implemented, the Offer Document;

Announcement means the announcement detailing the terms and conditions of the Acquisition to be made pursuant to Rule 2.7 of the Code, in substantially the form set out in Schedule 1;

Business Day means a day other than a Saturday or Sunday or public holiday in England and Wales on which banks in London are open for general commercial business;

Clean Team Arrangements means the arrangements established pursuant to the Clean Team Agreement between Spire and Ramsay dated 7 April 2021, the Confidentiality and Joint Defence Agreement entered into in connection with the Acquisition between, among others, Spire and Ramsay dated 12 April 2021 and any additional clean team confidentiality agreements between Spire and Ramsay that may be concluded at a later stage;

CMA Approval means approval of the Acquisition by the CMA;

CMA means the Competition and Markets Authority;

Code means the City Code on Takeovers and Mergers, as issued from time to time by or on behalf of the Panel;

Companies Act means the Companies Act 2006;

Conditions means:

- (a) for so long as the Acquisition is being implemented by means of the Scheme, the conditions to the implementation of the Acquisition (including the Scheme) as set out in Appendix 1 to the Announcement and to be set out in the Acquisition Document; and
- (b) for so long as the Acquisition is being implemented by means of a Takeover Offer, the conditions referred to in (a) above, as amended by replacing the Scheme Conditions with the Acceptance Condition,

and **Condition** shall be construed accordingly;

Confidentiality Agreement means the confidentiality agreement between Spire and Ramsay in relation to the Acquisition dated 7 April 2021;

Costs means losses, damages, costs (including reasonable legal costs) and expenses (including taxation), in each case of any nature whatsoever;

Court means the High Court of Justice in England and Wales;

Court Hearing means the hearing by the Court of the petition to sanction the Scheme and to grant the Court Order;

Court Meeting means the meeting(s) of the Scheme Shareholders to be convened by order of the Court pursuant to section 896 of the Companies Act, notice of which will be set out in the Scheme Document, for the purpose of approving the Scheme, including any adjournment thereof;

Court Order means the order(s) of the Court sanctioning the Scheme under section 899 of the Companies Act;

Effective Date means:

- (a) the date on which the Scheme becomes effective in accordance with its terms; or

(b) if the Takeover Offer is implemented, the date that the Takeover Offer becomes or is declared unconditional in all respects,

and *Effective* shall be construed accordingly;

Group means, in relation to Ramsay, the Ramsay Group, and in relation to Spire, the Spire Group;

Law means any applicable statute, law, rule, regulation, ordinance, code, order, judgment, injunction, writ, decree, directive, policy, guideline, interpretation or rule of common law issued, administered or enforced by any Regulatory Authority, or any judicial or administrative interpretation thereof;

Listing Rules means the rules and regulations made by the Financial Conduct Authority under the Financial Services and Markets Act 2000, and contained in its publication of the same name;

Longstop Date means 30 September 2021 or such later date as may be agreed in writing by Ramsay and Spire (with the Panel's consent and as the Court may approve (if such consents(s) or approval(s) is/are required));

Offer Document means, if Ramsay elects to implement the Acquisition by way of the Takeover Offer in accordance with the terms of this Agreement, the document to be sent to (among others) Spire Shareholders setting out, among other things, the full terms and conditions of the Takeover Offer;

Panel means the UK Panel on Takeovers and Mergers;

Regulatory Approvals means all authorisations, orders, grants, recognitions, confirmations, consents, licences, clearances, certificates, permissions, approvals, waivers and/or filings that may need or are advisable to be obtained, and waiting periods that may need to have expired, from or under any of the laws, regulations or practices applied by any Regulatory Authorities in connection with the implementation of the Acquisition;

Regulatory Authority means any central bank, ministry, governmental, quasi-governmental (including the United Kingdom and the European Union), supranational, statutory, regulatory or investigative body or authority or tribunal (including any national or supranational anti-trust, competition or merger control authority, any sectoral ministry or regulator and any foreign investment review body), any 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, or any 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;

Regulatory Conditions means the Conditions set out in paragraphs 2(a) to 2(d) inclusive (so far as, in the case of paragraphs 2(c) and 2(d), the relevant "Third Party" under that Condition is a Regulatory Authority) of Part A of Appendix 1 to the Announcement, and, for the avoidance of doubt, CMA Approval is not a Regulatory Condition;

Regulatory Information Service means any information service authorised from time to time by the Financial Conduct Authority for the purpose of disseminating regulatory announcements;

Ramsay Directors means the directors of Ramsay from time to time;

Ramsay Group means Ramsay Health Care Limited (ACN 001 288 768) and its subsidiaries and subsidiary undertakings and **member of the Ramsay Group** shall be construed accordingly;

Sanction Date means the date of the sanction of the Scheme by the Court;

Spire Board means the board of directors of Spire from time to time;

Spire Board Recommendation means a unanimous and unqualified recommendation from the Spire Directors to Spire Shareholders in respect of the Acquisition: (i) to vote in favour of the Spire Resolutions; or (ii) if Ramsay elects to proceed with the Takeover Offer in accordance with the terms of this Agreement, to accept the Takeover Offer;

Spire Directors means the directors of Spire from time to time;

Spire General Meeting means the general meeting of Spire to be convened in connection with the Scheme, notice of which will be set out in the Scheme Document, including any adjournment thereof;

Spire Group means Spire and its subsidiaries and subsidiary undertakings and **member of the Spire Group** shall be construed accordingly;

Spire Resolutions means such shareholder resolutions of Spire as are necessary to approve, implement and effect the Scheme and the Acquisition and related changes to Spire's articles of association;

Spire Share Schemes means the Spire Long-Term Incentive Plan (the **LTIP**), the Spire Deferred Share Bonus Plan (the **DSBP**) and the Spire SAYE Option Scheme (the **SAYE**);

Spire Shareholders means the holders of Spire Shares from time to time;

Spire Shares means the ordinary shares of £1.00 each in the capital of Spire;

Scheme means the scheme of arrangement proposed to be made under Part 26 of the Companies Act between Spire and the Scheme Shareholders, with or subject to any modification, addition or condition approved or imposed by the Court and agreed to by Spire and Ramsay;

Scheme Conditions means the Conditions referred to in paragraph 1 of Part A of Appendix 1 to the Announcement;

Scheme Document means the document to be sent to (among others) Spire Shareholders containing and setting out, among other things, the full terms and conditions of the Scheme and containing the notices convening the Court Meeting and the Spire General Meeting;

Scheme Shareholders means the holders of Scheme Shares;

Scheme Shares has the meaning given in the Announcement;

Switch has the meaning given in clause 6.1;

Takeover Offer means a takeover offer (within the meaning of section 974 of the Companies Act) to be made by or on behalf of Ramsay to acquire the entire issued and to be issued share capital of Spire on the terms and conditions to be set out in the Offer Document;

Trust means the Spire 2015 Employee Benefit Trust; and

Working Hours means 9.30 a.m. to 5.30 p.m. in the relevant location on a Business Day.

1.2 In this Agreement, unless the context otherwise requires:

- (a) the expressions **subsidiary** and **subsidiary undertaking** have the meanings given in the Companies Act;
- (b) the expressions **acting in concert** and **concert parties** shall be construed in accordance with the Code;
- (c) **interest** in shares or securities shall be construed in accordance with the Code;
- (d) a reference to an enactment or statutory provision shall include a reference to any subordinate legislation made under the relevant enactment or statutory provision and is a reference to that enactment, statutory provision or subordinate legislation as from time to time amended, consolidated, modified, re-enacted or replaced;
- (e) references to a **person** include any individual, an individual's executors or administrators, a partnership, a firm, a body corporate (wherever incorporated), an unincorporated association, government, state or agency of a state, local or municipal authority or government body, a joint venture, association, works council or employee representative body (in any case, whether or not having separate legal personality);
- (f) references to a recital, paragraph, clause or Schedule (other than a schedule to a statutory provision) shall refer to those of this Agreement unless stated otherwise;
- (g) headings do not affect the interpretation of this Agreement, the singular shall include the plural and *vice versa*, and references to one gender include all genders;
- (h) references to time are to London time;
- (i) any reference to a **day** (including within the phrase **Business Day**) shall mean a period of 24 hours running from midnight to midnight;
- (j) references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction;
- (k) references to **£**, **GBP**, **pounds sterling**, **pence** and **p** are references to the lawful currency from time to time of the United Kingdom;

- (l) any phrase introduced by the terms *including, include, in particular* or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
 - (m) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied or supplemented at any time; and
 - (n) references to this Agreement include this Agreement as amended or supplemented in accordance with its terms.
- 1.3 The Schedules form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement shall include the Schedules.

2. Publication of the Announcement and the terms of the Acquisition

- 2.1 The obligations of the parties under this Agreement, other than this clause 2.1 and clauses 10 to 18 (inclusive) and 20 to 24 (inclusive), shall be conditional on the release of the Announcement via a Regulatory Information Service at or before 9.00 a.m. on the date of this Agreement or such later time and date as the parties may agree (and, where required by the Code, the Panel may approve). This clause 2.1 and clauses 1, 10 to 18 (inclusive) and 20 to 24 (inclusive) shall take effect on and from execution of this Agreement.
- 2.2 The principal terms of the Acquisition shall be as set out in the Announcement, together with such other terms as may be agreed by the parties in writing (save for an increase in the cash consideration to be paid to Spire Shareholders which will be at the absolute discretion of Ramsay) and, where required by the Code, approved by the Panel. The terms of the Acquisition at the date of publication of the Acquisition Document shall be set out in the Acquisition Document.
- 2.3 Subject to clause 3.9, Ramsay undertakes to Spire to co-operate with Spire and its advisers for the purposes of implementing, and to use reasonable endeavours to implement, the Acquisition in substantially the form contemplated by, and on the terms set out in, the Announcement.

3. Undertakings in relation to Regulatory Approvals and Conditions

- 3.1 Ramsay confirms that it is not aware as at the date of this Agreement of any matter or circumstance which could reasonably be expected to mean that any of the Regulatory Conditions cannot be satisfied.
- 3.2 If Ramsay or Spire is or becomes aware of any matter which could reasonably be considered to be material in the context of the satisfaction or waiver, or to provide sufficient grounds for it to be able to invoke, any of the Regulatory Conditions, it will promptly make the substance of all such matters known to the other party and provide such details and further information as the other party may reasonably request, provided that in respect of any information the circulation of which would adversely affect Ramsay's or Spire's legitimate business interests, this clause 3.2 shall only require the disclosing party to provide, or procure the provision of, non-confidential versions of such information to the other party with full versions to be provided pursuant to the Clean Team Arrangements (or on an external counsel only basis) and in respect of any competitively sensitive information, such

information shall be exchanged pursuant to the Clean Team Arrangements (or on an external counsel only basis)), and provided further that a party shall not be required to provide to the other party any confidential personal information required by any Regulatory Authority.

- 3.3 If Ramsay is or becomes aware of any matter which could reasonably be considered to be material in the context of the satisfaction or waiver, or to provide sufficient grounds for it to be able to invoke, any of the Conditions other than the Regulatory Conditions, it will promptly make the substance of all such matters known to Spire and provide such details and further information as Spire may reasonably request, provided that in respect of any information the circulation of which would adversely affect Ramsay's or Spire's legitimate business interests, this clause 3.3 shall only require the disclosing party to provide, or procure the provision of, non-confidential versions of such information to the other party with full versions to be provided pursuant to the Clean Team Arrangements (or on an external counsel only basis) and in respect of any competitively sensitive information, such information shall be exchanged pursuant to the Clean Team Arrangements (or on an external counsel only basis)), and provided further that a party shall not be required to provide to the other party any confidential personal information required by any Regulatory Authority.
- 3.4 Neither Ramsay nor Spire shall take, or permit to be taken by members of the Ramsay Group or the Spire Group respectively, any action that could reasonably be expected to adversely affect the satisfaction or waiver of any of the Regulatory Conditions.
- 3.5 Subject to Spire having complied with its obligations in clause 3.8 in all material respects, Ramsay undertakes to Spire to promptly engage with the CMA and relevant UK government stakeholders in respect of the Acquisition. For the avoidance of doubt, Ramsay confirms that, with the exception of the Regulatory Conditions (to the extent a Regulatory Approval is required), no Regulatory Approval (including the CMA Approval) constitutes a condition to the implementation of the Acquisition.
- 3.6 Each of Ramsay and Spire undertakes to the other party:
- (a) if and to the extent permitted by applicable law and the requirements of the relevant Regulatory Authority, promptly notify the other party of any communication (whether written or oral) from or with any Regulatory Authority in connection with the implementation of the Acquisition (including the CMA Approval);
 - (b) if and to the extent permitted by applicable law and the requirements of the relevant Regulatory Authority, and where practicable, give the other party reasonable notice of and reasonable opportunity to participate in all meetings and telephone calls with any Regulatory Authority in connection with the implementation of the Acquisition (including the CMA Approval);
 - (c) if and to the extent permitted by applicable law, provide the other party with drafts of all written communications intended to be sent to any Regulatory Authority in connection with the implementation of the Acquisition (including the CMA Approval) sufficiently in advance of their submission to allow Spire a reasonable opportunity to comment on them and provide Spire with final copies of all such communications; and

- (d) if and to the extent permitted by applicable law and the requirements of any relevant Regulatory Authority, keep the other party reasonably informed of any developments which are material to the obtaining of any Regulatory Approvals (including the CMA Approval),

provided that in respect of any information the circulation of which would adversely affect Ramsay's or Spire's legitimate business interests, this clause 3.6 (and clause 3.8) shall only require the disclosing party to provide, or procure the provision of, non-confidential versions of such information to the other party with full versions to be provided pursuant to the Clean Team Arrangements (or on an external counsel only basis) and in respect of any competitively sensitive information, such information shall be exchanged pursuant to the Clean Team Arrangements (or on an external counsel only basis)), and provided further that a party shall not be required to provide to the other party any confidential personal information required by any Regulatory Authority (and no party shall be required to provide any confidential personal information to the other party's external counsel or retained economists other than in accordance with applicable data protection laws).

- 3.7 If any Regulatory Authority in any jurisdiction (including the CMA) enacts, makes or proposes any statute, regulation, decision or order, or imposes or proposes to impose any requirement, or takes any other steps or action under the laws of any jurisdiction, in connection with the Acquisition or as a condition of any Regulatory Approval (including the CMA Approval) or for the purposes of satisfying the Regulatory Conditions, Ramsay shall, subject to Spire having complied with its obligations in clause 3.8 in all material respects in relation to any relevant Regulatory Approval, use all reasonable endeavours to take or cause to be taken all steps or actions necessary in order to comply with such statute, regulation, decision or order or to prevent such event or matter from impeding completion of the Acquisition or the payment of the consideration under the Acquisition.
- 3.8 Spire undertakes (subject to the proviso in clause 3.4) promptly to provide such information and assistance to Ramsay as Ramsay may reasonably require for the purposes of obtaining the CMA Approval, other Regulatory Approvals or, to the extent required, satisfying the Regulatory Conditions, and making submissions, filings or notifications to the CMA or other Regulatory Authorities (including as contemplated under clause 3.5) and to use all reasonable endeavours to assist Ramsay in furtherance of any activities contemplated under clause 3.7.
- 3.9 Nothing in this Agreement shall at any time oblige Ramsay:
 - (a) to waive or treat as satisfied any Condition that Ramsay is entitled, with the permission of the Panel, to invoke; or
 - (b) where Ramsay has given notice to Spire that it considers it is or may be entitled to invoke a Condition, to waive or treat as satisfied any Condition before the date on which the Panel rules (or if any such ruling is capable to appeal, Ramsay confirms that it does not intend to appeal) that any such Condition may not be invoked.

4. Scheme Document

Where the Acquisition is being implemented by way of the Scheme, Ramsay agrees:

- (a) promptly to provide Spire all such information about itself, its directors and the Ramsay Group (and, to the extent required by the Panel, any other person connected with Ramsay) as may reasonably be requested and which is required by Spire (having regard to the Code and other Law) for inclusion in the Scheme Document (including any information required under the Code or other Law);
- (b) promptly to provide Spire with all such other assistance and access as may reasonably be required in connection with the preparation of the Scheme Document and any other document required under the Code or by other Law to be published in connection with the Scheme, including access to, and ensuring the provision of reasonable assistance by, Ramsay's relevant professional advisers; and
- (c) to procure that the Ramsay Directors accept responsibility, in the terms required by the Code, for all the information (including any expressions of opinion) in the Scheme Document, and any other document required under the Code to include an equivalent responsibility statement, relating to themselves (and their close relatives and related trusts), Ramsay and the Ramsay Group, and any other information in the Scheme Document for which an offeror's directors are required to accept responsibility under the Code.

5. Implementation of the Acquisition

- 5.1 Ramsay acknowledges and agrees that the expected timetable for implementation of the Acquisition (and which will be contained in the Scheme Document, subject to any revisions required as a result of the availability of Court Hearing dates) is as set out in Schedule 3.
- 5.2 Notwithstanding the expected timetable set out in Schedule 3, the timing of the publication of the Scheme Document, the holding of the Spire Shareholder Meetings and the holding of the Court Hearing shall be at the sole election of Spire.
- 5.3 Where the Acquisition is being implemented by way of the Scheme and provided that the date set for the Court Hearing is not earlier than 16 July 2021, or such other date that has been agreed to by Ramsay in writing (acting reasonably), or otherwise set for a date no earlier than the earlier in time to occur of: (i) the date on which Conditions 1(a) and 1(b) have been satisfied (or, where applicable, waived); and (ii) the date that is one month prior to the Longstop Date:
 - (a) Ramsay undertakes that, by no later than 11.59 p.m. on the Business Day immediately preceding the Court Hearing, it shall deliver a notice in writing to Spire either:
 - (i) confirming the satisfaction or waiver of all Conditions (other than the Scheme Conditions); or
 - (ii) confirming its intention to invoke a Condition (if permitted by the Panel) and providing reasonable details of the event which has occurred, or circumstances which have arisen, which Ramsay reasonably considers entitle it to invoke the Condition and why, in the case of any Condition to which Rule 13.5 of the Code applies, Ramsay considers such event or

circumstance to be of material significance to Ramsay in the context of the Acquisition; and

- (b) in circumstances in which Ramsay confirms the satisfaction or waiver of all Conditions (other than the Scheme Conditions), Ramsay shall instruct counsel to appear on its behalf at the Court Hearing and undertake to the Court to be bound by the terms of the Scheme in so far as it relates to Ramsay.

6. Switching to a Takeover Offer

6.1 The parties currently intend that the Acquisition will be implemented by way of the Scheme. However, Ramsay shall be entitled, with the consent of the Panel, to implement the Acquisition by way of the Takeover Offer rather than the Scheme (such election being a *Switch*) if (but only if):

- (a) Spire provides its prior written consent;
- (b) 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;
- (c) the Spire Board:
 - (i) withdraws, qualifies or adversely modifies the Spire Board Recommendation;
 - (ii) does not include the Spire Board Recommendation in the Scheme Document (or, if different, any other document convening the Court Meeting or Spire General Meeting);
 - (iii) prior to the publication of the Scheme Document (or, if different, any other document convening the Court Meeting or Spire 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; or
 - (iv) the Court Meeting and/or the Spire 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 Spire General Meeting (as applicable), including, where delayed pursuant to clause 6.1(c)(iv)(A), the supplementary circular) (or such later date as may be agreed in writing between the parties with the consent of the Panel and the approval of the Court (if such approval is required)) or either or both of the Court Meeting and/or the Spire General Meeting (as applicable) is adjourned, unless:
 - (A) a supplementary circular is required to be published in connection with the Scheme, and, as a result, the Court Meeting and the Spire General Meeting cannot be held by such date in compliance with the Code and other Law, provided that Spire has used all reasonable endeavours to publish the supplementary circular as soon as reasonably practicable after the date on which the requirement to publish a supplementary circular arises; or

- (B) Ramsay has committed a breach of clause 4 and such breach has caused the delay; or
- (C) Ramsay announces, as referred to in paragraph 1 of Part B of Appendix 1 to the Announcement, that it has waived the relevant deadline, in which case the provisions of clause 6.1(c)(iv) shall apply to the new deadline referred to in such announcement (if any).

6.2 In the event of any Switch, unless otherwise agreed with Spire or required by the Panel:

- (a) Ramsay will:
 - (i) prepare, as soon as reasonably practicable, the Offer Document and related form of acceptance;
 - (ii) consult with Spire as to the timing of the publication of the Offer Document and the form of acceptance; and
 - (iii) consult with Spire as to the form and content of the Offer Document and the form of acceptance;
- (b) Ramsay shall ensure that the only conditions to the Takeover Offer shall be the Conditions, subject to replacing the Scheme Conditions with the Acceptance Condition and any other modifications or amendments to the Conditions as may be required by the Panel or agreed in writing between the parties;
- (c) Ramsay shall keep Spire informed, on a confidential basis within two Business Days following receipt of a written request from Spire, of the number of Spire Shareholders that have validly returned their acceptance or withdrawal forms or incorrectly completed their acceptance or withdrawal forms, the identity of such shareholders and the number of Spire Shares to which such forms relate; and
- (d) all provisions of this Agreement relating to the Scheme and its implementation shall apply to the Takeover Offer or its implementation *mutatis mutandis*.

7. Spire Share Schemes and certain employment arrangements

7.1 The provisions of Schedule 2 shall apply in respect of the Spire Share Schemes and certain Spire employment arrangements.

7.2 Each of the parties agrees that if the Acquisition is implemented by way of the Scheme, the timetable for its implementation shall be fixed so far as is possible so as to enable options and awards under the relevant Spire Share Schemes which provide for exercise and/or vesting upon the sanction of the Scheme by the Court to be exercised or vest in sufficient time to enable the resulting Spire Shares to be bound by the Scheme on the same terms as Spire Shares held by Spire Shareholders.

8. Directors' and officers' insurance

8.1 If and to the extent such obligations are permitted by Law and if the Acquisition becomes Effective, for six years after the Effective Date, Ramsay shall procure that the members of the Spire Group honour and fulfil their respective obligations (if any) existing as at the date

of this Agreement to indemnify their respective directors and officers and to advance expenses, in each case with respect to matters existing or occurring at or prior to the Effective Date.

- 8.2 Ramsay acknowledges that Spire may purchase directors' and officers' liability insurance cover for both current and former directors and officers of the Spire Group, including directors and officers who retire or whose employment is terminated as a result of the Acquisition, for acts and omissions up to and including the Effective Date, in the form of runoff cover for a period of six years following the Effective Date. Such insurance cover shall be with reputable insurers and provide cover, in terms of amount and breadth, at least as much as that provided under the Spire Group's directors' and officers' liability insurance as at the date of this Agreement.

9. Termination

- 9.1 Subject to clauses 9.2 and 9.3, this Agreement shall terminate and all obligations of the parties under this Agreement shall cease, as follows:

- (a) if agreed in writing between the parties;
- (b) if the Acquisition is, with the permission of the Panel, withdrawn or lapses in accordance with its terms prior to the Longstop Date (other than where such lapse or withdrawal is as a result of the exercise of Ramsay's right to effect a Switch in accordance with the terms of this 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 Spire 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 the parties in writing, if the Effective Date has not occurred on or before the Longstop 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; or
 - (B) prior to the publication of the Scheme Document (or, if different, any other document convening the Court Meeting or Spire 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 Spire General Meeting);

- (iii) the Court Meeting and/or the Spire 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 Spire General Meeting (as applicable), including, where delayed pursuant to clause 9.1(e)(iii)(A), the supplementary circular) (or such later date as may be agreed in writing between the parties with the consent of the Panel and the approval of the Court (if such approval is required)), unless:
 - (A) a supplementary circular is required to be published in connection with the Scheme, and, as a result, the Court Meeting and the Spire General Meeting cannot be held by such date in compliance with the Code and other Law, provided that Spire has used all reasonable endeavours to publish the supplementary circular as soon as reasonably practicable after the date on which the requirement to publish a supplementary circular arises; or
 - (B) Ramsay has committed a breach of clause 4 and such breach has caused the delay; or
 - (C) Ramsay announces, as referred to in paragraph 1 of Part B of Appendix 1 to the Announcement, that it has waived the relevant deadline, in which case the provisions of 6.1(e)(iii) shall apply to the new deadline referred to in such announcement (if any); 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.

9.2 Termination of this Agreement shall be without prejudice to the rights of the parties which have arisen prior to termination, including any claim in respect of a breach of this Agreement.

9.3 Clauses 8, 12 to 18 (inclusive), 20 to 24 (inclusive), this clause 9 and all related provisions of clause 1 shall survive termination of this Agreement.

10. Takeover Code

10.1 Nothing in this Agreement shall in any way limit the parties' obligations under the Code, and any uncontested rulings of the Panel as to the application of the Code in conflict with the terms of this Agreement shall take precedence over such terms of this Agreement.

10.2 The parties agree that, if the Panel determines that any provision of this Agreement that requires Spire to take or not to take any action, whether as a direct obligation or as a condition to any other person's obligation (however expressed), is not permitted by Rule 21.2 of the Code, that provision shall have no effect and shall be disregarded.

10.3 Nothing in this Agreement shall oblige Spire or the Spire Directors to recommend any Takeover Offer or any Scheme proposed by Ramsay or any member of its Group.

10.4 Without prejudice to the representations and warranties given by the parties pursuant to clause 11, nothing in this Agreement shall be taken to restrict the directors of any member

of the Spire Group or the Ramsay Group from complying with Law, orders of court or regulations, including the Code, the Listing Rules and the rules and regulations of the Panel and the Financial Conduct Authority.

11. Representations and warranties

- 11.1 Each party represents and warrants to the other party on the date of this Agreement that:
- (a) it has the requisite power and authority to enter into and perform its obligations under this Agreement;
 - (b) this Agreement constitutes its binding obligations in accordance with its terms; and
 - (c) the execution and delivery of, and performance of its obligations under, this Agreement will not:
 - (i) result in any breach of any provision of its constitutional documents;
 - (ii) result in a breach of, or constitute a default under, any instrument to which it is a party or by which it is bound; or
 - (iii) result in a breach of any order, judgment, or decree of any court or governmental agency to which it is a party or by which it is bound.
- 11.2 Ramsay represents and warrants to Spire that as at the date of this Agreement no Ramsay shareholder resolution is required to implement the Acquisition.
- 11.3 Neither party shall have any claim against the other party pursuant to clause 11.1 or 11.2 for misrepresentation or breach of warranty after the Effective Date (without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement).

12. Costs

Except as otherwise provided in this Agreement, each party shall pay its own Costs incurred in connection with negotiating, preparing and completing this Agreement or otherwise in connection with the Acquisition.

13. Entire agreement

- 13.1 Without prejudice to the terms of the Announcement or the Acquisition Document, this Agreement, the Clean Team Arrangements and the Confidentiality Agreement together set out the entire agreement between the parties relating to the Acquisition and supersede any previous draft, agreement, arrangement or understanding, whether in writing or not, relating to the Acquisition.
- 13.2 Each party acknowledges that in entering into this Agreement it is not relying upon any pre-contractual statement that is not set out in this Agreement, the Clean Team Arrangements or the Confidentiality Agreement.
- 13.3 Except in the case of fraud or fraudulent misrepresentation, no party shall have any right of action against any other party to this Agreement arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in this Agreement, the Clean Team Arrangements or the Confidentiality Agreement.

- 13.4 For the purposes of this clause, *pre-contractual statement* means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this Agreement, the Clean Team Arrangements or the Confidentiality Agreement made or given by any person at any time prior to the entry into of this Agreement.
- 13.5 Nothing in this Agreement shall limit any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.
- 13.6 Each party agrees to the terms of this clause 13 on its own behalf.

14. Assignment

Unless the parties specifically agree in writing, no person shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it.

15. Notices

- 15.1 Any notice to be given by one party to the other party in connection with this Agreement shall be in writing in English and signed by or on behalf of the party giving it. It shall be delivered by hand, e-mail, registered post or courier using an internationally recognised courier company.
- 15.2 A notice shall be effective upon receipt and shall be deemed to have been received (i) at the time of delivery, if delivered by hand, registered post or courier or (ii) at the time of transmission if delivered by e-mail. Where delivery occurs outside Working Hours, notice shall be deemed to have been received at the start of Working Hours on the next following Business Day.
- 15.3 The addresses and e-mail addresses of the parties for the purpose of clause 15.1 are:

Ramsay

Address: Ramsay Health Care (UK) Limited
Level 18, Tower 42
25 Old Broad Street
London EC2N 1HQ
United Kingdom

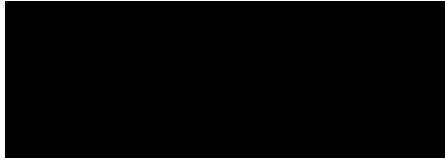
E-mail:

For the attention of:

With a copy (which shall not constitute notice) to:

Address: Ashurst LLP
London Fruit & Wool Exchange
1 Duval Square
London E1 6PW
United Kingdom

E-mail:



For the attention of:

Spire

Address: Spire Healthcare Group plc
3 Dorset Rise
London EC4Y 8EN
United Kingdom

E-mail:



For the attention of:

With a copy (which shall not constitute notice) to:

Address: Freshfields Bruckhaus Deringer LLP
100 Bishopsgate
London EC2P 2SR
United Kingdom

E-mail:



For the attention of:

15.4 Each party shall notify the other party in writing of any change to its details in clause 15.3 from time to time.

16. Language

Each language of communication under or in connection with this Agreement shall be in English.

17. Waivers, rights and remedies

17.1 The rights and remedies provided for in this Agreement are cumulative and not exclusive of any other rights or remedies, whether provided by Law or otherwise.

17.2 No failure to exercise, or delay in exercising, any right under this Agreement or provided by Law shall affect that right or operate as a waiver of the right. The single or partial exercise of any right under this Agreement or provided by Law shall not preclude any further exercise of it.

17.3 Without prejudice to any other rights or remedies that the other party may have, each party acknowledges and agrees that damages may not be an adequate remedy for any breach by it of this Agreement and that accordingly the other party may be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of this Agreement by any party and no proof of special damages shall be necessary for the enforcement by any party of the rights under this Agreement.

18. No partnership

No provision of this Agreement creates a partnership between the parties or makes a party the agent of the other party for any purpose. A party has no authority or power to bind, to contract in the name of, or to create a liability for the other party in any way or for any purpose.

19. Further assurances

At its own Cost, each party shall (and shall procure that members of its Group shall and shall use reasonable endeavours to procure that any necessary third party shall) execute such documents and do such acts and things as may be necessary for the purpose of giving the full benefit of this Agreement.

20. Counterparts

This Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telexcopy will be an effective mode of delivery.

21. Variations

21.1 No variation of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to it.

21.2 If this Agreement is varied:

- (a) the variation shall not constitute a general waiver of any provisions of this Agreement;
- (b) the variation shall not affect any rights, obligations or liabilities under this Agreement that have already accrued up to the date of variation; and
- (c) the rights and obligations of the parties under this Agreement shall remain in force, except as, and only to the extent that, they are varied.

22. Invalidity

22.1 Each of the provisions of this Agreement is severable.

22.2 If and to the extent that any provision of this Agreement:

- (a) is held to be, or becomes, invalid or unenforceable under the Law of any jurisdiction; but
- (b) would be valid, binding and enforceable if some part of the provision were deleted or amended,

then the provision shall apply with the minimum modifications necessary to make it valid, binding and enforceable and neither the validity or enforceability of the remaining provisions of this Agreement, nor the validity or enforceability of that provision under the

Law of any other jurisdiction, shall in any way be affected or impaired as a result of this clause 22.2.

23. Third party enforcement rights

23.1 Each of the persons to whom clauses 8.1 and/or 8.2 applies may under the Contracts (Rights of Third Parties) Act 1999 enforce the terms of clauses 8.1 and/or 8.2 (as applicable). This right is subject to: (i) the rights of the parties to rescind or vary this Agreement without the consent of any other person and; (ii) the other terms and conditions of this Agreement.

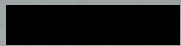
23.2 Except as set out in clause 23.1, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

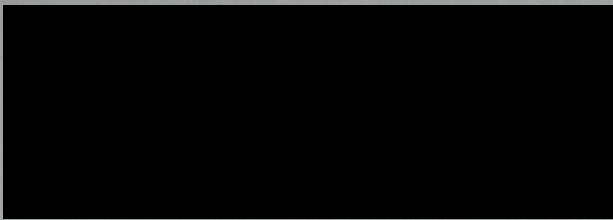
24. Governing law and jurisdiction

24.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and interpreted in accordance with, English law.

24.2 The English courts shall have exclusive jurisdiction in relation to all disputes (including claims for set-off and counterclaims) arising out of or in connection with this Agreement including, without limitation disputes arising out of or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, termination or the legal relationships established by, this Agreement; and (ii) any non-contractual obligations arising out of or in connection with this Agreement. For such purposes each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of such jurisdiction. Each party also irrevocably waives any objection to the recognition or enforcement in the courts of any other country of a judgment delivered by an English court exercising jurisdiction pursuant to this clause.

IN WITNESS WHEREOF this Agreement has been entered into on the date stated on page 1.

SIGNED by )
for and on behalf of)
SPIRE HEALTHCARE GROUP PLC)



SIGNED by)
for and on behalf of)
RAMSAY HEALTH CARE (UK) LIMITED)

IN WITNESS WHEREOF this Agreement has been entered into on the date stated on page 1.

SIGNED by)
for and on behalf of)
SPIRE HEALTHCARE GROUP PLC)

SIGNED by )
for and on behalf of)
RAMSAY HEALTH CARE (UK) LIMITED)



Schedule 1
Form of Announcement

Schedule 2

Spire Share Schemes and certain employment arrangements

Spire and Ramsay agree that the following arrangements will, where appropriate subject to the Acquisition becoming effective, be implemented with respect to the Spire Share Schemes and certain employment arrangements. For the avoidance of doubt, references to Spire employees in this Schedule 2 shall include the executive directors of Spire, unless otherwise stated.

Part A Spire Share Schemes

In this Schedule 2, references to an “award” include an option to acquire Spire Shares pursuant to the Spire Share Schemes.

In the event that the Acquisition is effected by way of a Takeover Offer, references to “Sanction Date” in this Schedule 2 shall be read as if they refer to the date on which the Takeover Offer becomes or is declared unconditional in all respects.

The table set out in Part C of this Schedule 2 details all subsisting awards to acquire Spire Shares as at the date of this Agreement. This Schedule of all subsisting awards includes details of any dividend equivalent payments (whether in Spire Shares or in cash) applicable to awards vesting or options being exercised under any Spire Share Schemes. Spire agrees that no further or new awards, options or rights over Spire Shares will be granted under the Spire Share Schemes (or under any other employee incentive scheme) following the date of this Agreement without Ramsay's consent.

1. Operation of the Spire Share Schemes by Spire prior to the Effective Date

- 1.1 Ramsay acknowledges and agrees that, prior to the Effective Date, the directors of Spire (and, where appropriate, the Spire Remuneration Committee) may operate the Spire Share Schemes in accordance with the rules of the relevant Spire Share Scheme and Spire's normal practice modified as the Spire Remuneration Committee considers appropriate to give effect to any change in regulation. For the avoidance of doubt, *operate* means: satisfying the vesting, exercise and release of awards by issuing new shares and/or transferring market purchased or treasury shares; giving instructions and providing the necessary funding to the trustee of the Trust to acquire Spire Shares; and determining the treatment for awards held by leavers.
- 1.2 Any proposed material amendment to the Spire Share Scheme rules or ancillary related documentation shall be notified to Ramsay in advance of such amendment being proposed to take effect.

2. General

- 2.1 Spire and Ramsay will co-operate and each use its reasonable endeavours to provide such details in relation to the Spire Share Schemes to the other party as is reasonably required by the other party in order to facilitate the implementation of the arrangements set out in this Schedule 2.
- 2.2 Ramsay agrees that, in accordance with and to the extent permitted under the provisions of the relevant Spire Share Schemes, participants in the Spire Share Schemes will be

offered the same consideration in respect of the Spire Shares that they acquire or receive under such awards as is offered to Spire Shareholders under the Scheme.

- 2.3 Ramsay acknowledges and accepts that any discretion vested in the Board (as such term is defined in the rules of each of the Spire Share Schemes) pursuant to the rules of the Spire Share Schemes may be exercised by the remuneration committee of Spire (*Spire Remuneration Committee*) as constituted immediately prior to the Sanction Date, and that any such discretion may be exercised only in accordance with the rules of the relevant Spire Share Scheme and, to the extent relevant, the Spire Directors' Remuneration Policy. The Spire Remuneration Committee will notify Ramsay of the details of any proposed exercise of its discretion in connection with the Spire Share Schemes. Other references in this Schedule to the Spire Remuneration Committee shall also be to such committee as constituted immediately prior to the Sanction Date.
- 2.4 Spire and Ramsay agree that Spire Shareholder approval will be sought for an amendment to the articles of association of Spire so that any Spire Shares issued after the record time for the Scheme pursuant to the exercise of options under the Spire Share Schemes will be compulsorily acquired by Ramsay and/or its nominee(s) on the same terms as were available to other Spire Shareholders under the Scheme.
- 2.5 Subject always to Spire's ability to make recommendations to the trustee of the Trust to use any unallocated Spire Shares held in the Trust to satisfy exercise of options in the normal course prior to the Effective Date, the parties agree that the trustee of the Trust will be requested to agree to satisfy options becoming exercised following the Sanction Date and prior to the Scheme Record Time using the unallocated Spire Shares in priority to Spire issuing Spire Shares to satisfy such options.
- 2.6 Spire will prepare, in a form to be agreed between Spire and Ramsay, communications to each of the participants in the Spire Share Schemes, including (if relevant) to enable Ramsay to satisfy its obligations under Rule 15 of the Code and to send, or arrange for the sending of, such communications to the participants at the appropriate time as agreed between the parties.
- 2.7 If the Acquisition is effected by way of a Takeover Offer, Ramsay shall procure that Spire Shares acquired by participants in the Spire Share Schemes following exercise and/or on vesting of their options and/or awards in accordance with the terms of the relevant Spire Share Scheme and the provisions of this Schedule 2 shall be purchased by Ramsay in exchange for the cash consideration to be paid to Scheme Shareholders under the terms of the Acquisition.

3. Deferred Share Bonus Plan

- 3.1 The parties agree that all awards subsisting under the Deferred Share Bonus Plan at the Sanction Date will vest or become exercisable in full on that date as a consequence of the Acquisition pursuant to the rules of the Deferred Share Bonus Plan.

4. Long-Term Incentive Plan

- 4.1 The parties acknowledge and agree that the extent to which awards granted under the Long-Term Incentive Plan (the *LTIP*) will vest and/or become exercisable on the Sanction Date shall be determined by the Spire Remuneration Committee in

accordance with the rules of the LTIP, taking into account, amongst other factors, the extent to which performance targets have been satisfied.

- 4.2 The parties acknowledge and agree that it is the intention of the Spire Remuneration Committee to determine that all outstanding awards under the LTIP vest and/or become exercisable, subject to the satisfaction of performance targets, with no application of time pro-rating.

5. SAYE

- 5.1 Outstanding options under the SAYE which are not already exercisable will become exercisable in accordance with the SAYE Rules at the Sanction Date and will remain exercisable for a period of twenty days from the Sanction Date after which time they will lapse.

Part B Employee and Retention Matters

1. Spire's arrangements

- 1.1 Ramsay acknowledges and agrees to the arrangements described in this Part B in respect of the employees of any member of the Spire Group.

2. Annual bonus

- 2.1 Ramsay acknowledges and agrees that bonuses related to the 2021 financial year will be paid, subject to the existing individual and business performance hurdles.

3. Retention arrangements

- 3.1 Ramsay 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.

4. Safeguarding of rights

- 4.1 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's management and employees will be fully safeguarded in accordance with applicable law and policies under which the employees have been employed.

Part C Subsisting Awards

Long Term Incentive Plan			Grant date	Performance period	Two-year holding applicable post performance period	Exercisable	Lapse
2017	6,867	Nil cost options	30-Mar-17	1-Jan-17 to 31-Dec-19	N/A	30-Mar-20	29-Mar-27
2018	326,195	Nil cost options	28-Mar-2018 and 8-Oct-2018	1-Jan-18 to 31-Dec-20	All participants	The Dealing Day following 28-Mar-23	27-Mar-28
2019*	2,701,761	Nil cost options	25-Mar-19	1-Jan-19 to 31-Dec-21	All participants	The Dealing Day following the second anniversary of 25-Mar-24	24-Mar-29
2020	5,357,763	Nil cost options	06-Apr-20	1-Jan-20 to 31-Dec-22	EDs and ExCo only	06-Apr-23 or the Dealing Day following the second anniversary of 06-Apr-23 if the holding period applies	05-Apr-30
2021	3,595,102	Nil cost options	18-Mar-21	1-Jan-21 to 31-Dec-23	EDs and ExCo only	18-Mar-24 or the Dealing Day following the second anniversary of 18-Mar-24 if the holding period applies	17-Mar-31
			Grant date	Deferral period ends	Lapse		
Deferred Share Bonus Plan							
2020	243,973	Nil cost options	06-Apr-20	06-Apr-23	05-Apr-30		
2021	138,888	Nil cost options	18-Mar-21	18-Mar-24	17-Mar-31		
Sharesave			Grant date	Exercisable	Lapse		
2019	3,296,981	£1.09 option price	02/05/2019	01/06/2022	30/11/2022	1,435 colleagues currently participating	
Total	15,667,530						

*A dividend equivalent of 3.8 pence per share is due on shares that vest under the 2019 LTIP plan only. Spire has historically paid its dividend equivalents as cash. Maximum cash payment of £102,666.92.

Schedule 3
Expected Timetable

Announcement:	Wednesday 26 May
File claim form with court:	Thursday 3 June
File court bundle:	Friday 4 June
First court hearing ('directions hearing'):	Friday 11 June
Post Scheme Document:	Tuesday 15 June
General Meeting and Court Meeting:	Monday 12 July
Court Hearing:	Friday 16 July
Effective Date:	Monday 19 July