

**PROJECT LIGHT – MEDICLINIC NON-REFUNDABLE DEAL ORIGINATION
FEE LETTER**

To: Mediclinic CHF Finco Limited (the "**Payor**")

13 Castle Street
St. Helier
Jersey JE4 5UT
Channel Islands

Date: 14 October 2015

Dear Sirs

£400,000,000 senior facility agreement dated on or about the date hereof and made between, amongst others, Mediclinic International Limited as an original guarantor, Morgan Stanley Bank International Limited and FirstRand Bank Limited (acting through its Rand Merchant Bank division) as arrangers (the "Arrangers"), FirstRand Bank Limited (acting through its Rand Merchant Bank division) as agent (the "Agent"), U.S. Bank Trustees Limited as the security agent and the Lenders as defined therein (the "Senior Facility Agreement")

1. We refer to the Senior Facility Agreement.
2. Unless otherwise defined in this letter, terms defined in the Senior Facility Agreement shall have the same meanings in this letter.
3. This is a Fee Letter and is a Finance Document for the purposes of the Senior Facility Agreement.
4. The non-refundable deal origination fee (the "**Non-Refundable Deal Origination Fee**") referred to in Clause 14.3 (*Non-Refundable Deal Origination fee*) of the Senior Facility Agreement is £4,800,000, being 1.20% of the Total Commitments as at the date of the Senior Facility Agreement.
5. The Non-Refundable Deal Origination Fee is earned on the date of the Senior Facility Agreement but shall only become payable on the earlier of:
 - (a) the Utilisation Date;
 - (b) 1 February 2016; and
 - (c) the last day of the Availability Period.
6. The Non-Refundable Deal Origination Fee is payable by you to the Agent for the account of the Arrangers (to be divided proportionately to the Commitment of each Arranger or their affiliate (as applicable)) in sterling, in immediately available, freely transferable, cleared funds to the following account or any other account notified to you by the Agent for this purpose:

To: FirstRand Bank Limited
SWIFT: FIRNZAJJ
Account Number: 01101987
Account With: Lloyds TSB Bank PLC, London
SWIFT: LOYDGB2L

Beneficiary Client

Account Name: Rand Merchant Bank – Investment Banking Division
Account Number: 0143030
Reference: Project Light – Mediclinic Non-Refundable Deal Origination Fee
Attention: Loans Agency

7. All amounts payable under the terms of this letter are exclusive of Value Added Tax or any similar taxes ("VAT"). All amounts charged or for which the Arrangers or Agent are to be reimbursed will be invoiced together with VAT, where appropriate. In addition, all such amounts shall be paid without (and free and clear of any deduction for) set-off or deductions and free and clear of, and without any deduction or withholding for or on account of, any current or future taxes, levies, imposts, duties, charges or other deductions or withholdings levied in any jurisdiction from or through which payment is made or where the Payor is located unless such deduction or withholding is required by applicable law, in which event you will pay additional amounts so that the persons entitled to such payments receive the amount that such persons would otherwise have received but for such deduction or withholding.
8. This letter shall supersede all prior understandings and proposals, whether written or oral, between the Arrangers, on the one hand, and the Payor (or any other member of the Group) on the other hand, relating to matters set forth herein and the transactions contemplated hereby.
9. This letter may be signed in any number of counterparts. This has the same effect as if the signature on the counterparts were on a single copy of this letter.
10. A person who is not a party to this letter may not rely on it and the terms of the Contracts (Rights of Third Parties) Act 1999 are excluded. Any amendments to this letter may be made without the consent of any third party.
11. This letter and all non-contractual obligations arising from or connected with it are governed by English law.

Please confirm your agreement with the above by signing where indicated below.

Yours faithfully

THE ARRANGERS



For and on behalf of

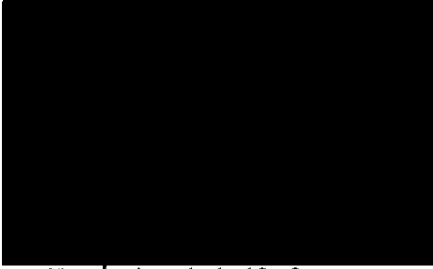
MORGAN STANLEY BANK INTERNATIONAL LIMITED



For ~~a~~nd on behalf of

**FIRSTRAND BANK LIMITED
(ACTING THROUGH ITS RAND MERCHANT BANK DIVISION)**

THE AGENT

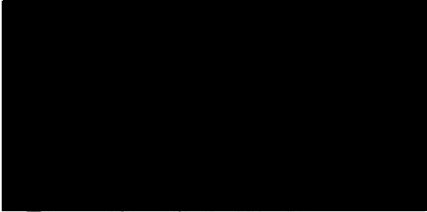


For and on behalf of

**FIRSTRAND BANK LIMITED
(ACTING THROUGH ITS RAND MERCHANT BANK DIVISION)**

We agree to the above.

THE PAYOR



For and on behalf of

MEDICLINIC CHF FINCO LIMITED