Execution version

Dated 14 October 2015

REMGRO LIMITED

and

AL NOOR HOSPITALS GROUP PLC

RELATIONSHIP AGREEMENT
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This Agreement is dated 14 October 2015 and is made between:

(1) REMGRO LIMITED, a company incorporated in South Africa and whose registered office is at Millennia Park, 16 Stellentia Avenue, Stellenbosch, 7600, South Africa (the "Principal Shareholder");

(2) AL NOOR HOSPITALS GROUP PLC, a company incorporated in England and whose registered office is at 1st Floor, 40 Dukes Place, London EC3A 7NH (the "Company").

Whereas

(A) On the date of this Agreement, the Company and Mediclinic International Limited ("Mediclinic") jointly announced that they had agreed terms for a combination of their respective businesses, to be structured as an acquisition of Mediclinic by the Company pursuant to a scheme of arrangement under South African law (the "Combination").

(B) If the conditions precedent to completion of the Combination are fulfilled (or, where applicable, waived) and the Combination becomes effective, Remgro Healthcare Holdings (Proprietary) Limited ("RHH"), a wholly owned subsidiary of the Principal Shareholder, is expected to acquire approximately 256,382,504 shares in the Company in virtue of its current shareholding in Mediclinic.

(C) In addition, RHH has agreed to subscribe (or procure one of its affiliates to subscribe) for a further 72,115,384 new shares in the Company, conditional on completion of the Combination.

(D) In aggregate, therefore, the Principal Shareholder and its Subsidiary Undertakings are together expected to hold between 41 per cent. and 45 per cent. of the Company's outstanding shares immediately following completion of the Combination, depending on take-up under the Tender Offer (as defined in the Announcement).

(E) The Parties are entering into this agreement in accordance with the requirements of LR 9.2.2C of the Listing Rules.

It is agreed as follows:

1 Definitions and Interpretation

1.1 The following terms shall, unless the context otherwise requires, have the following meanings:

"Announcement" means the joint announcement made by the Company and Mediclinic International Limited on the date of this agreement, setting out the terms of the proposed Combination;

"Articles" means the articles of association of the Company as amended from time to time;

"Associate" has the meaning ascribed to it in paragraph (5) of the definition of that term in Appendix 1 of the Listing Rules;

"Al Noor Group" means the Company and its Subsidiary Undertakings from time to time;

"Audit and Risk Committee" means the audit and risk committee of the Board, as constituted from time to time;

"Board" means the board of Directors of the Company, as constituted from time to time;
"Business Day" means any day (other than Saturday, Sunday or public holiday) on which banks are open for business in London or Johannesburg;

"Business Hours" means the hours of 9.30 a.m. to 5.30 p.m. (London time);

"Chairman" means the chairman of the Board from time to time, who is, at the date of this Agreement, Ian Tyler;

"City Code" means the United Kingdom City Code on Takeovers and Mergers;

"Combination" has the meaning given in Recital (A);

"Corporate Governance Code" means the UK Corporate Governance Code published in September 2012 by the Financial Reporting Council, as amended from time to time;

"Companies Acts" has the meaning given in Section 2 of the Companies Act 2006;

"Directors" means the directors of the Company from time to time;

"Disclosure Rules and Transparency Rules" means the disclosure rules and transparency rules issued by the FCA as modified from time to time;

"Executive Director" means a Director who is also an employee of any member of the Al Noor Group;

"FCA" means the Financial Conduct Authority of the United Kingdom in its capacity as the competent authority for the purposes of Part VI of the FSMA or its successor in such role;

"FSMA" means the Financial Services and Markets Act 2000;

"Independent Director" means a Non-Executive Director whom the Board (acting reasonably and in good faith) considers to be independent in accordance with paragraph B.1.1 of the Corporate Governance Code;

"Interest" means a legal or beneficial interest in the issued ordinary share capital of the Company or an entitlement to exercise voting rights in respect of such shares;

"JSE" means the securities exchange operated by JSE Limited;

"Listing Rules" means the listing rules issued by the FCA as modified from time to time;

"London Stock Exchange" means London Stock Exchange plc;

"Minimum Interest" means an Interest in 10 per cent. or more of the issued ordinary share capital of the Company (or which carries 10 per cent. or more of the aggregate voting rights in the Company from time to time);

"Nomination Committee" means the nomination committee of the Board, as constituted from time to time;

"Non-Executive Director" means any Director who is not an Executive Director;

"Official List" means the official list of the FCA;

"Ordinary Shares" means the ordinary shares in the capital of the Company and "Ordinary Share" will be construed accordingly;

"Parent Undertaking" has the meaning ascribed thereto in the Companies Acts;

"Parties" means the Principal Shareholder and the Company as parties to this Agreement and "Party" shall be construed accordingly;
"Principal Shareholder" has the meaning given in the recitals;

"Principal Shareholder Group" means the Principal Shareholder and its Associates from time to time (but not including members of the Al Noor Group);

"Quality Committee" means the quality committee of the Board, as constituted from time to time;

"Related Party Transaction" means a transaction that would be regarded as a 'related party transaction' as such term is defined in Chapter 11 of the Listing Rules;

"Remuneration Committee" means the remuneration committee of the Board, as constituted from time to time;

"Restricted Employee" means an employee of any member of the Al Noor Group who: (a) has access to trade secrets or other confidential information of the Al Noor Group; and (b) has power to make managerial decisions affecting the future development and business prospects of the Al Noor Group;

"Shareholder Director" means any Director appointed by the Principal Shareholder pursuant to Clause 4.2 (and, if applicable, his alternate);

"Shareholder Observer" has the meaning given in Clause 4.2.8;

"Subsidiary Undertaking" has the meaning ascribed thereto in the Companies Acts; and

"Third Party" means, in relation to the Principal Shareholder, any party who is not a member of the Principal Shareholder Group.

1.2 References to statutory provisions shall, except where the context requires otherwise, be construed as references to those provisions as respectively amended or re-enacted or as their application is modified by other statutory provisions (whether before or after the date hereof) from time to time and shall include any subordinate legislation made from time to time under that provision.

1.3 Headings are inserted for convenience only and shall not affect the construction of this Agreement.

2 Condition precedent
This Agreement (except for clause 1, this clause 2 and clauses 7 to 13 which shall take effect immediately) is conditional on the Combination becoming effective, and this Agreement shall take effect prospectively from such time. If the Combination lapses or is withdrawn, then this Agreement shall automatically terminate and no Party shall have any liability to any other Party arising out of or in connection with this Agreement.

3 Relationship between the Principal Shareholder Group and the Al Noor Group

3.1 Transactions between the Al Noor Group and the Principal Shareholder Group
The Principal Shareholder shall (and shall procure in so far as it is legally able to do so, that each member of the Principal Shareholder Group shall):

3.1.1 conduct all transactions and arrangements with any member of the Al Noor Group at arm's length and on normal commercial terms. A transaction between a member
of the Al Noor Group and a member of the Principal Shareholder Group will not be treated as not on an arm's length basis simply because it is on more favourable terms to the Company than the Company would have obtained had it contracted with a third party;

3.1.2 not take any action that would have the effect of preventing the Company from complying with its obligations under the Listing Rules;

3.1.3 not propose or procure the proposal of a shareholder resolution of the Company which is intended or appears to be intended to circumvent the proper application of the Listing Rules;

3.1.4 abstain from voting on any shareholder resolution that is required to be passed under Chapter 11 of the Listing Rules in order to approve a Related Party Transaction involving the Principal Shareholder or any member of the Principal Shareholder Group as the related party.

3.2 Conflicts of Interest

If a matter arises which does or could give rise to a potential conflict of interest between any member of the Al Noor Group, on the one hand, and any of the Shareholder Directors or any member of the Principal Shareholder Group, on the other, including:

3.2.1 entering into any material new agreement or arrangement (or making any material amendments to, or novating, existing agreements or arrangements) between any member of the Al Noor Group and the Principal Shareholder and/or any member of the Principal Shareholder Group; and

3.2.2 the enforcement by any member of the Al Noor Group of any agreement or arrangement with the Principal Shareholder and/or any other member of the Principal Shareholder Group,

any such matter must be approved and authorised by a simple majority of Directors present and voting at a duly convened meeting of the Board, or in writing by a simple majority of all of the Directors (in each case (and unless a simple majority of the Independent Directors present and voting at a duly convened meeting of the Board resolve otherwise) excluding the Shareholder Director(s) (if any)) prior to the Company or any member of the Al Noor Group taking further action in relation to such matter. The decision as to whether the Principal Shareholder or any member of the Principal Shareholder Group, or any of the Shareholder Directors appointed by the Principal Shareholder, does or could have such a conflict of interest shall be determined by a simple majority vote of the Independent Directors present and voting at a duly convened meeting of the Board acting in good faith, and in the case of an equality of votes, a conflict of interest shall be deemed to exist.

3.3 Non-solicitation

The Principal Shareholder undertakes to the Company that it will not, and will use its reasonable endeavours to procure that none of its Subsidiary Undertakings will, during the period of two years commencing on the date of this Agreement, induce or seek to induce any Restricted Employee to become employed whether as employee, consultant or otherwise by the Principal Shareholder or any such Subsidiary Undertaking, whether or not such Restricted Employee would thereby commit a breach of his contract of service. Nothing in this clause will prevent the Principal Shareholder or any such Subsidiary
Undertaking from considering and accepting an application made by any such Restricted Employee in response to a recruitment advertisement published generally and not specifically directed at the employees of the other party or members of its Group.

3.4 Intention to act independently

The Principal Shareholder confirms that it has no agreement, arrangement or understanding to act together with any other person (other than its own Subsidiary Undertakings) in relation to its shareholding in the Company.

3.5 Share repurchases

For so long as the Principal Shareholder Group, taken together, has a Minimum Interest, the Company shall not undertake or commit to undertake any repurchase of shares or other transaction having a similar effect which would give rise to an obligation on the part of any member of the Principal Shareholder Group or any person presumed to be acting in concert with it to make a general offer for the Company under Rule 9 of the City Code on Takeovers and Mergers (the “Code”), unless a waiver from the obligation under Rule 9 of the Code has been granted by the Panel on Takeovers and Mergers in respect of the Principal Shareholder Group and any persons presumed to be acting in concert with it.

3.6 Directors

The Principal Shareholder undertakes to procure that each of its directors who from time to time holds shares in the Company, observes and complies with the provisions of Clause 3.1. *mutatis mutandis*.

4 The Board

4.1 Composition of the Board and committees

4.1.1 At all times the Audit and Risk Committee shall consist of Independent Directors only; provided, however, that without prejudice to Clause 4.2.8, a Shareholder Director nominated by the Principal Shareholder shall be entitled to receive notice of, and to attend and speak (but not vote) at, all meetings of the Audit and Risk Committee, and to receive all information received by the members of the Audit and Risk Committee, in each case in the capacity of an observer and in accordance with Clause 4.2.8 *mutatis mutandis*.

4.1.2 At all times the Nomination Committee, Remuneration Committee and Quality Committee and any other committee of the Board to which significant powers, authorities or discretions are delegated (other than the Audit and Risk Committee any committee which may be established by the Board in connection with a specific transaction, the constitution of which is approved by the Board) or which is established as a standing committee in accordance with corporate governance practices adopted by the Company (including in contemplation of its additional listing on the JSE), shall consist of:

(i) a majority of Independent Directors; and

(ii) at least one Shareholder Director.

4.1.3 The Principal Shareholder hereby undertakes to the Company that it will and will use reasonable endeavours to procure, so far as it is legally able, that any member of the Principal Shareholder Group will exercise the voting rights attaching to the
Ordinary Shares in which from time to time they are interested, so that if an Independent Director ceases to be a Director of the Company for any reason, such Independent Director will be replaced by a new Director who is also an Independent Director.

4.2 Shareholder Directors

4.2.1 For every 10 per cent. of the issued ordinary share capital of the Company (or an interest which carries 10 per cent. of the aggregate voting rights in the Company from time to time) held by (directly or indirectly) the Principal Shareholder and its Subsidiary Undertakings, taken together, the Principal Shareholder shall be entitled to appoint one Director to the Board, up to a maximum of three Directors; provided, however, that the appointment of a third Shareholder Director shall be subject to the requirement that the Board will, following the appointment of such third Shareholder Director, have a majority of Independent Directors.

4.2.2 The Principal Shareholder shall be entitled to remove a Shareholder Director previously appointed by it under this Clause 4.2, subject to complying with any applicable law. The Principal Shareholder shall use its reasonable endeavours to procure that the relevant Shareholder Director shall not seek compensation for loss of office and shall waive all claims that such Shareholder Director may have against the Company. The Principal Shareholder undertakes to serve such appointment and removal notices in accordance with Clause 4.2.3.

4.2.3 Any such appointment or removal of a Shareholder Director by the Principal Shareholder under this Clause 4.2 shall be by notice in writing delivered to the company secretary of the Company and signed by an authorised signatory of the Principal Shareholder and, in the case of removal of any Shareholder Director (from such person's position as such), the notice served by the Principal Shareholder shall constitute an offer by the relevant appointee to the Board to resign forthwith or, if a date for such person's removal is specified in such notice, on that date, in each case without seeking compensation for loss of office and waiving all claims that such Shareholder Director may have against the Company in connection thereto. If such Shareholder Director refuses to resign, the parties shall use reasonable endeavours to ensure that such Shareholder Director is removed pursuant to a special notice and ordinary resolution of the shareholders of the Company as soon as practicable or by the Board pursuant to the Articles. Nothing in this Clause 4.2 shall prejudice the Company's right to remove a Shareholder Director from office by ordinary resolution of the shareholders of the Company.

4.2.4 The Company covenants that it shall undertake formally to appoint any person nominated by the Principal Shareholder in accordance with this Clause 4.2 as soon as possible and in any event within five Business Days of receipt of any notice delivered pursuant to this Clause 4.2. For the avoidance of doubt, the Company's obligations under this Clause 4.2.4 shall not in any way diminish or qualify any rights of the Principal Shareholder to appoint or remove from office the Shareholder Director appointed by it.

4.2.5 If at any time in light of the percentage holding of the Principal Shareholder and its Subsidiary Undertakings (taken together), the Principal Shareholder no longer has the right to appoint the number of Shareholder Directors it has on the Board at that
time, it shall (unless otherwise agreed by a majority of the Independent Directors) procure, in so far as it is legally able to do so, that Shareholder Director(s) (as applicable) appointed by it resign forthwith (so that the Principal Shareholder Group only has such number of Shareholder Directors on the Board as it is entitled to appoint) without seeking compensation for loss of office and waiving all claims that such Shareholder Director may have against the Company in connection thereto. If such Shareholder Director refuses to resign, the parties shall use reasonable endeavours to ensure that any such Shareholder Director is removed pursuant to a special notice and ordinary resolution of the shareholders of the Company as soon as practicable.

4.2.6 Except as otherwise required by law, the Company shall procure that the Shareholder Director shall (if that person remains a Director at the relevant time and is willing to stand for re-election) be recommended for re-election at each general meeting of the Company at which that Shareholder Director is required to retire and seek re-election, unless the Principal Shareholder gives notice that it does not wish the person to be nominated for re-election.

4.2.7 A Shareholder Director shall be entitled to appoint an alternate.

4.2.8 The Principal Shareholder may from time to time appoint any person as an observer to the Board (instead of appointing a Shareholder Director pursuant to Clause 4.2.1) (a "Shareholder Observer") and remove any observer so appointed by it, in each case in accordance with Clause 4.2.3 mutatis mutandis. In relation to such Shareholder Observer:

(i) unless (but then only to the extent that) the Company would be entitled to exclude a Shareholder Director from participation in any meeting of the Board or any committee of the Board pursuant to Clause 3.2 or the Articles, the Shareholder Observer shall be entitled to receive notice of and to attend and speak at all meetings of the Board and (subject to being invited to do so by the relevant committee chairman) each committee of the Board (unless a Shareholder Director is already a member of such committee), but shall not be entitled to vote on any proposed resolution of the Board or any committee of the Board;

(ii) unless (but then only to the extent that) the Company would be entitled to withhold information from a Shareholder Director pursuant to Clause 3.2 or the Articles, the Company shall ensure that the Shareholder Observer receives the same information from the Company as each other Non-Executive Director and (subject to being invited to attend the relevant meeting of a committee of the Board) the members of each committee of the Board, at the same time and in the same form as it is distributed or made available to them; and

(iii) the Company shall reimburse the Shareholder Observer or the Principal Shareholder, as applicable, for all costs and expenses reasonably incurred by that Shareholder Observer or by the Principal Shareholder in securing the attendance of the Shareholder Observer at meetings of the Board or any committee of the Board, in accordance with the Company's expense reimbursement policies from time to time as they apply to Non-Executive Directors.
4.3 Quorum and Board resolutions

4.3.1 The quorum necessary for Board meetings shall be half the total number of Directors (rounded up to the nearest whole number), and shall include a Shareholder Director (to the extent that the Principal Shareholder has appointed a Shareholder Director in accordance with Clause 4 and the Principal Shareholder has not specifically waived the requirement in relation to a particular meeting), and two Independent Directors. A Board meeting may be adjourned for a lack of quorum to a specified time and place not less than one day after the original date. The quorum necessary for such adjourned Board meeting shall be half the total number of Directors (rounded up to the nearest whole number). If a quorum is not present within half an hour of the time appointed for the adjourned meeting or if a quorum ceases to be present during the course of the adjourned meeting, the Director(s) present shall further adjourn the meeting to a specified time and place not less than one day after the original date. The quorum necessary for the transaction of business of the Directors at such re-adjourned meeting may be fixed from time to time by the Directors and unless so fixed at any other number shall be any two Directors.

4.3.2 The quorum necessary for meetings of the Audit and Risk Committee shall be in accordance with the terms of reference adopted by the Board from time to time.

4.3.3 The quorum necessary for meetings of each of the Nomination Committee, Remuneration Committee and Quality Committee and any other committee of the Board to which significant powers, authorities or discretions are delegated (other than the Audit and Risk Committee and any committee which may be established by the Board in connection with a specific transaction, the constitution of and terms of reference for which are approved by the Board) or which is established as a standing committee in accordance with corporate governance practices adopted by the Company (including in contemplation of its additional listing on the JSE) shall be in accordance with the terms of reference adopted by the Board from time to time for each of the relevant committees, but shall include at least one Shareholder Director (to the extent that the Principal Shareholder has appointed a Shareholder Director in accordance with Clause 4 and the Principal Shareholder has not specifically waived the requirement in relation to a particular meeting), provided that if such Shareholder Director is not present at the relevant meeting, then the business of that meeting may take place at a meeting of the relevant committee adjourned to a specified time and place not less than three days after the original date without the need for that Shareholder Director to be present.

4.3.4 The quorum requirements set out in Clause 4.3.1 above shall not apply to any Board meeting in relation to which Clause 3.2 above applies and in such circumstances the quorum shall be at least two Independent Directors.

4.4 Voting at Board Meetings

4.4.1 Subject to Clause 3.2 above, questions arising at any meeting of the Directors shall be determined by a majority of votes. The Chairman of the meeting shall not have a casting vote.

4.4.2 Notwithstanding Clause 3.2, no Shareholder Director will be restricted on voting on any appointment or removal of a Director.
5 Provision of Information and Confidentiality

5.1 The Principal Shareholder acknowledges that, pursuant to Listing Rule 9.8.4R(14), the Company will be required to include in each annual financial report, statements made by the Board confirming that:

5.1.1 the Company has entered into all agreements required under Listing Rule 9.2.2AR;

5.1.2 the Company has complied with the independence provisions set out in Clauses 3.1.1 to 3.1.3 above throughout the accounting period covered by the annual financial report; and

5.1.3 so far as the Company is aware, the independence provisions set out in Clauses 3.1.1 to 3.1.3 above have been complied with by the Principal Shareholder Group throughout the accounting period covered by the annual financial report,

or else to confirm that the FCA has been notified and to include statements to the effect that such agreements have not been entered into and/or complied with and a description of the reasons therefor to enable shareholders to evaluate the impact of non-compliance, as the case may be.

5.2 During the term of this Agreement and for a period of 12 months following its termination or expiry, the Principal Shareholder agrees to, and will use reasonable endeavours to procure (as far as is reasonably practicable) that each member of the Principal Shareholder Group will, treat as confidential all documents and other information, including (without limitation) all information and data stored in electronic or any other mechanically processable or retrievable form and all humanly readable manifestations or copies of such information and data from time to time, which is of a confidential nature and which it may obtain from or through any member of the Al Noor Group or any Shareholder Director or Shareholder Observer and which in any way relates to the Al Noor Group or the customers, business or affairs of the Al Noor Group, unless disclosure is expressly permitted by agreement between all the Parties or such information is in the public domain (other than as a result of any breach of confidence on the part of the Principal Shareholder or any member of the Principal Shareholder Group).

5.3 The Company and the Principal Shareholder each acknowledge that the Shareholder Directors shall be subject to the directors’ duties as set out in the Companies Act 2006, as well as other common law fiduciary duties under English law.

5.4 Subject to Clauses 5.2 and 5.5, for so long as the Principal Shareholder and its Subsidiary Undertakings, taken together, have a Minimum Interest, the Company shall:

5.4.1 upon reasonable notice, permit the Principal Shareholder access to the senior management of the Al Noor Group in order to discuss business, financial affairs, or any other matter relating to Al Noor Group; and

5.4.2 submit within a reasonable period to the Principal Shareholder:

(i) any financial information as is necessary or reasonably required by the Principal Shareholder for the purposes of accounting or other reporting requirements, including, without limitation, tax information and financial reporting information; and

(ii) any legal and regulatory information as is necessary or reasonably required by the Principal Shareholder for the purposes of complying with requests
from or obligations to any governmental, taxation, regulatory or licensing authorities.

5.5 Provision of, access to and use of information provided pursuant to this Agreement is subject to and governed by applicable laws relating to insider information, including, without limitation, the Disclosure Rules and Transparency Rules.

6 Termination

6.1 If:

6.1.1 the Ordinary Shares cease to be listed on the premium segment of the Official List and admitted to trading on the London Stock Exchange's main market for listed securities, this Agreement (save in respect of any prior breach and other than Clauses 1, 4.2.5, 5 and 7 to 13 (which shall remain in force)) shall terminate, and no Party shall thereafter have any rights or obligations hereunder; or

6.1.2 the Principal Shareholder and its Subsidiary Undertakings, taken together, cease to hold the Minimum Interest, this Agreement shall terminate (save in respect of any prior breach and other than Clauses 1, 4.2.5, 5 and 7 to 13 (which shall remain in force)) , and no Party shall thereafter have any rights or obligations hereunder.

7 Nature of Agreement

7.1 This Agreement is personal to the Parties and none of them may (without the written consent of the others), mortgage, charge or dispose of any of its rights hereunder, or subcontract or otherwise delegate any of its obligations under this Agreement.

7.2 Nothing in this Agreement shall create, or be deemed to create a partnership or joint venture between the Parties.

7.3 Nothing in this Agreement shall constitute one Party as the agent of any other Party.

7.4 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.

7.5 In the event of any conflict between the provisions of this Agreement and the Articles the provisions of this Agreement shall prevail as between the Parties to the extent permitted by applicable law and regulation. The Parties shall at all times exercise all voting and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further (if necessary) procure any required amendment to the Articles (as may be necessary).

7.6 Any provision of this Agreement may be modified or amended or waived only by an instrument in writing signed by duly authorised representatives of each of the Parties, in the case of a modification or an amendment, or by the Party against whom the waiver is to be effective, in the case of a waiver.

7.7 No failure or delay of any Party to exercise any right, power or remedy in connection with this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers or remedies (whether provided by
law or otherwise). Any express waiver of any breach of this Agreement will not be deemed to be a waiver of any subsequent breach.

7.8 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability, of the remaining provisions shall not in any way be affected or impaired. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, the parties shall make suitable and equitable provision therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.

7.9 This Agreement sets out the entire Agreement and understanding between the Parties with respect to the subject matter hereof. It is agreed that:

7.9.1 No Party has entered into this Agreement in reliance upon any representation, warranty or undertaking of an other Party which is not expressly set out or referred to in this Agreement; and

7.9.2 this Clause shall not exclude any liability for fraudulent misrepresentation.

7.10 Unless otherwise agreed in writing, each of the Parties shall pay its own costs, charges and other expenses (including taxation) incurred in connection with the negotiation, preparation and implementation of this Agreement and the transactions contemplated by it.

7.11 Each Party shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Agreement.

8 Assignment

No Party may assign any of its rights or obligations under this Agreement in whole or in part.

9 Notices

9.1 All notices, requests, demands, or other communications made pursuant to this Agreement shall be made by fax, courier or hand delivered against receipt to the applicable Party as set out below or as otherwise notified by such Party to the others for the purpose of this Clause 9.

If to the Company, to: 1st Floor
                      40 Dukes Place
                      London, EC3A 7NH
                      United Kingdom

Fax No: + 44 (0)207 954 9886

For the attention of: Victoria Dalby

If to the Principal Shareholder to: Millennia Park
                                 16 Stellenia Avenue
                                 Stellenbosch, 7600
                                 South Africa
9.2 Communications shall be deemed to have been made upon receipt if by fax, courier or by hand delivery, except that any communication that is received on a day which is not a Business Day or after Business Hours shall be deemed to have been made at the opening of business on the first following day that is a Business Day.

10 Capacity and Liability

Each Party warrants and represents to the other that it has the power to enter into this Agreement and to exercise its rights and to perform its obligations hereunder and all corporate and other action required to authorise its execution of this Agreement and its performance of its obligations hereunder has been duly taken.

11 Publicity

Each Party agrees that, to the extent required by and in accordance with the Listing Rules, the whole or part of this Agreement and any Deeds of Adherence thereto may be made available to members of the public by the Company.

12 Counterparts

This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

13 Governing Law and Jurisdiction

13.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

13.2 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England. The parties agree that in so far as any provision contained in the LCIA Rules is incompatible with applicable English law, that provision or relevant part of that provision is to be excluded.

13.3 The parties undertake to keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority.
13.4 The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales to support and assist the arbitration process pursuant to Clause 13.2, including if necessary the grant of interlocutory relief pending the outcome of that process.

13.5 The Principal Shareholder confirms that it has appointed Trusec Limited of 2 Lambs Passage, London, EC1Y 8BB, to accept service of all legal process arising out of or connected with this Agreement. The Principal Shareholder may notify the Company that it has appointed any other agent for service if all legal process in accordance with Clause 9.

As witness this Agreement has been executed and delivered as a deed by the Parties or by the duly authorised representatives of the Parties the day and year first before written.

Executed and delivered as a Deed by AL NOOR HOSPITALS GROUP PLC acting by one director

In the presence of

Witness name: ........................................
Address: ................................................
.......................................................  

Executed and delivered as a Deed by REMGRO LIMITED acting by one director

In the presence of

Witness name: ........................................
Address: ................................................
.......................................................
13.4 The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales to support and assist the arbitration process pursuant to Clause 13.2, including if necessary the grant of interlocutory relief pending the outcome of that process.

13.5 The Principal Shareholder confirms that it has appointed Trusac Limited of 2 Lambs Passage, London, EC1Y 8BB, to accept service of all legal process arising out of or connected with this Agreement. The Principal Shareholder may notify the Company that it has appointed any other agent for service if all legal process in accordance with Clause 9.

As witness this Agreement has been executed and delivered as a deed by the Parties or by the duly authorised representatives of the Parties the day and year first before written.

Executed and delivered as a Deed by AL NOOR HOSPITALS GROUP PLC acting by one director

In the presence of

Witness name: ........................................
Address: ........................................

Executed and delivered as a Deed by REMGRO LIMITED acting by one director

In the presence of

Witness name: ........................................
Address: ........................................