HEADS OF TERMS

CONTAINING THE BASIS OF AGREEMENT IN RELATION TO THE PROVISION OF PUBLIC HEALTH SERVICES
AT PRIVATE HOSPITALS IN RESPONSE TO THE COVID-19 PANDEMIC

BETWEEN

1. HEALTH SERVICE EXECUTIVE, Statutory Body, having its principal headquarters at Oak House,
   Lime Tree Avenue, Millennium Park, Naas, Co. Kildare ("HSE");

2. THE PROVIDERS being the independent health sector hospital providers, whose details are set
   out in Schedule 1, Part 1, ("Providers" and each a "Provider"); and

3. KIERAN WALLACE, of 1 Stokes Place, St. Stephen's Green, Dublin 2 (the "Receiver") in his
   capacity as receiver appointed to the assets and undertaking of VFM Healthcare (Ireland)
   Limited (In receivership) ("VFM Healthcare"),

   each a "Party" and together the "Parties".

IT IS AGREED as follows:

1. Purpose

1.1 The purpose of these Heads of Terms is to record the principal terms and conditions under
which it is proposed that the Providers will provide full hospital capacity and services including
but not limited to acute bed capacity in the hospitals owned by them ("Relevant Hospitals") (a
list of the Relevant Hospitals is set out in Schedule 1, Part 2) for the treatment by them of public
patients on behalf of the HSE, in a manner consistent with and pursuant to section 38 of the
Health Act, 2004 ("Section 38"), both those suffering from COVID-19 and otherwise.

1.2 Subject to clause 3.3, Section 38 will apply to the Final Agreements (as defined in clause 1.6
below).

1.3 The Parties recognise that the COVID-19 global pandemic ("Pandemic") is an urgent and
unprecedented public health crisis and are co-operating and acting fairly and in good faith
within the overriding objective of supporting the HSE in discharging its various duties including
its duties under section 7 of the Health Act 2004 (as amended)(the "2004 Act"), having due
regard to medical necessity/emergency and quality and patient safety within the context of the
Pandemic and in so doing agree as a constituent part of the national solution to the Pandemic
to the provision of common access to services including clinical care in the Relevant Hospitals
whereby all patients will be eligible (under the Health Act 1970 (as amended)), for treatment as
public patients ("Common Purpose").

1.4 The Parties accept that the Government's intention and the Common Purpose is served by the
Providers without exception providing a fully public service while these Heads of Terms and the
Final Agreements are in operation. All patients will be treated as public patients for the
duration of these Heads of Terms and the related Final Agreements.

1.5 The Parties commit to adhere to the spirit of these Heads of Terms, to act at all times in good
faith towards the other Party in the exercise of the Heads of Terms and in the negotiations
between them, to observe reasonable commercial standards of fair dealing, and to be faithful to
the agreed Common Purpose.
1.6 It is envisaged that the provision of the Service will be more comprehensively documented in a series of further agreements ("Final Agreements"). The Final Agreements shall be separate contracts, between HSE and the Providers or group of Providers.

1.7 Having regard to the Common Purpose, the Parties will use their best endeavours to enter into the Final Agreements contemplated by these Heads of Terms within 14 days of the date hereof.

2. **Service**

2.1 In consideration of HSE paying the Providers €10 each the receipt of which is hereby acknowledged (the "Consideration"), the Providers will make available to the HSE their full capacity and services in the Relevant Hospitals including, but not limited to, total bed capacity, facilities, diagnostics, staffing, management and full organisation capability ("Service"). The HSE will reimburse the operational costs of the Providers of providing the Service at the Relevant Hospitals on an open book accounting basis covering both income and expenditure and balance sheets ("Open Book Basis"), as defined hereunder as the Costs, and subject to an assessment and verification process that is as of yet to be documented. The provision of primary medical care services or community services does not form part of the Service.

2.2 During the term of these Heads of Terms (as defined in clause 4.1 below) and for the duration of the Final Agreements, the Service is expected to comprise the following:

2.2.1 inpatient, non-elective care (either direct admission or transfer from the HSE);

2.2.2 urgent non-COVID-19 surgery and treatment;

2.2.3 urgent day cases, specialist consultations and side room procedures and all treatment ancillary thereto (including supporting pathology and imaging);

2.2.4 provision of care for COVID-19 infected patients including those needing high dependency respiratory support on oxygen therapy and NIV therapy (+/-ITU); and

2.2.5 such further additional services as may be deemed clinically necessary, as agreed between the Parties, having regard to the Common Purpose.

2.3 During the Term, each Party will use its best endeavours to maximise efficient use of supply chains, including where appropriate and where agreed between HSE and the Providers, HSE supply chains, for the provision and distribution of supplies and equipment and will further use best endeavours to ensure value for money at the most economically advantageous cost.

2.4 During the Term, each of the Providers and the HSE will use their best endeavours to achieve maximum use of the respective Relevant Hospitals having regard to the Common Purpose, including, but not limited to, increasing occupancy levels for the purpose of delivery of the Service.

2.5 Consistent with the Common Purpose, during the Term, the Relevant Hospitals shall be run with operational flexibility and each of the Providers shall procure that their respective Relevant Hospitals use all reasonable efforts to provide whatever services may be required in order to adhere to HSE’s standard of care of patients and to ensure the effective delivery of the Services.

3. **Contract structure**

3.1 The arrangements commencing from Monday March 30 2020 ("Commencement Date") until the end of the Term (as defined in clause 4.1 below), will be documented in the Final
3.2 The HSE will use its best endeavours to procure that the Minister for Health specifies the Providers as being a category of service providers who may be exempted from the provisions of section 38(3) of the 2004 Act (in accordance with section 38(5) of the 2004 Act), whereupon the HSE will exempt the Providers from the provisions of the said section 38(3) (the “Exemption”).

3.3 Subject to the Exemption, the Final Agreements will constitute arrangements under Section 38(1) of the 2004 Act the terms of which will be agreed having regard to the Common Purpose insofar as they relate to acute services. The information, including but not limited to the Financial Information (as defined in clause 6.2), required to be provided by the Providers under these Heads of Terms and the Final Agreements shall satisfy any requirement to provide information under Section 38(7) of the 2004 Act.

3.4 Having regard to the Common Purpose, and the Government’s National Action Plan in Response to COVID-19, the Providers will submit, on a daily basis and in a format required by the National Public Health Emergency Team, surveillance data regarding COVID-19.

3.5 Each Provider warrants and represents that it has the authority to procure that the Service will be provided in the Relevant Hospital listed against its name in Part 2 of Schedule 1.

4. Term and Termination

4.1 The Providers shall provide the Service with effect from the Commencement Date for a period of three (3) months or for such further period as may be agreed between HSE and the Providers, or any of the Providers (the “Term”). The HSE shall notify the Providers (or any of the Providers) not less than thirty (30) days prior to the expiry of the third month of the Term whether it intends to extend the Term by a further month or terminate these Heads of Terms and the Final Agreements with effect from the expiry of the third month of the Term (“First Termination”).

4.2 In the event that the HSE does not terminate these Heads of Terms and the Final Agreement pursuant to clause 4.1, and after the expiration of the fourth month of the duration of these Heads of Terms and any related Final Agreement, any of the Providers or the HSE may on the provision of one month’s written notice terminate these Heads of Terms (and the related Final Agreements), with respect to that Provider or group of Providers (a “Second Termination”) (a First Termination and Second Termination being collectively a “Termination”). Any Termination shall be without prejudice to the continuance of these Heads of Terms (and the related Final Agreement), with respect to the other Providers.

4.3 The Providers acknowledge and agree that during the Term no private work will be admitted in any of the Relevant Hospitals after the Commencement Date.

4.4 Notwithstanding that the requirements of the Service may vary depending on epidemiological needs, during the Term, all of the Providers’ capacity will be made available to allow for the delivery of the Service. The Parties acknowledge and agree that continuity of care will need to be provided to inpatients who are in situ in the Relevant Hospitals as at the Commencement Date or to existing patients who require treatment, having regard to the Common Purpose.

4.5 HSE acknowledges and agrees that following a Termination:
4.5.1 any patients admitted to the relevant Provider pursuant to these Heads of Terms and the Final Agreements will be transferred back to the care of the HSE in an expeditious manner; and

4.5.2 HSE will pay reasonable rates ("Rates") as determined by the Healthcare Pricing Office to the relevant Provider in respect of any such patients for the period between the Termination and when the patient is transferred back to the care of the HSE. Any dispute in relation to the Rates to be paid to the relevant Provider shall be subject to determination by the Independent Expert pursuant to clause 11.2.

5. Funding and Costs

5.1 HSE shall pay the Consideration only to the Providers and shall reimburse for the operational costs, under the general headings set out in Schedule 2 (which the Parties acknowledge are subject to finalisation in the Final Agreements), of providing the Service at the Relevant Hospitals which costs are actually incurred by the Providers ("Costs"), on a costs only and Open Book Basis.

5.2 Each Provider shall provide the HSE with an estimate of the Costs which it expects to incur for April 2020 operating costs (consistent with the basis set out in Schedule 2) ("April Costs Estimate") within 5 days of the Commencement Date, an amount equal to eighty per cent. (80%) of which will be paid on account to each Provider within 2 weeks of the Commencement Date to ensure adequate cash flow is available to ensure the safe running of each Provider’s facilities in advance of normal weekly cash flow payments. The April Costs Estimate shall be accompanied by a full breakdown under the headings set out in Schedule 2 and shall be based on board approved budgeted financial information.

5.3 Within seven (7) days of 30 April 2020, each Provider shall provide to the HSE details of the actual Costs incurred by it during April 2020 (the "April Provider Costs Statement"). On receipt of the April Provider Costs Statement, HSE shall make a balancing payment in an amount equal to, to each Provider respectively, the difference between the amount which is eighty per cent. (80%) of its April Costs Estimate and the amount which is one hundred per cent. of its April Provider Costs Statement.

5.4 On a weekly basis after 30 April 2020, each Provider shall provide HSE with an estimate of the Costs which it expects to incur for the following seven days (a "Weekly Costs Estimate", together with the April Costs Estimate a "Costs Estimate"). Each Weekly Costs Estimate shall be accompanied by a full breakdown under the headings set out in Schedule 2 and shall be based on board approved budgeted financial information. On receipt of each Weekly Costs Estimate, HSE shall pay an amount equal to eighty per cent. (80%) of such Weekly Costs Estimates, to each Provider respectively, weekly in advance.

5.5 On a weekly basis after 30 April 2020 and seven (7) days following receipt of the Weekly Costs Estimate, each Provider shall provide to the HSE details of the actual Costs incurred by it during that seven day period (the "Weekly Provider Costs Statement"). On receipt of a Weekly Provider Costs Statement, HSE shall make a balancing payment in an amount equal to, to each Provider respectively, the difference between the amount which is eighty per cent. (80%) of its Weekly Costs Estimate and the amount which is one hundred per cent. of its Weekly Provider Costs Statement.

5.6 In accordance with their role under clause 6.1, the Relevant Accountants (as defined in clause 6.1), at the end of the first month of the Term, and on a monthly basis thereafter, will carry out an Assessment of each Costs Estimate provided by the Providers to the HSE pursuant to these Heads of Terms. Not later than thirty (30) days after the commencement of each Assessment,
the Relevant Accountants shall complete the Assessment with respect to the Costs incurred in that month by the Providers respectively and shall communicate that Assessment to the HSE and the Providers. Where there has been an overpayment of Costs following completion of an Assessment (an “Overpayment”), the HSE shall offset such Overpayment against the next payment to be made by it pursuant to these Heads of Agreement, or where there is no such payment to be made, the relevant Provider or Providers (as the case may be) in receipt of the Overpayment shall promptly repay such Overpayment to HSE. Where there has been an underpayment of Costs following completion of an Assessment (an “Underpayment”), HSE shall pay an amount equal to such Underpayment promptly to the relevant Provider or Providers (as the case may be). Any dispute in relation to a Costs Estimate (or any Overpayment or Underpayment) shall be referred for determination to the Independent Expert pursuant to clause 11.2 and, where such dispute has been so referred, no Overpayment or Underpayment shall be made until the Independent Expert has made a determination.

5.7 Within 30 days of a month-end each Provider will provide the HSE with an update of the Costs Estimate for that month based on that Provider’s internal management accounts. Any positive or negative true-up required (between the Costs Estimate paid and the actual Costs incurred), will be dealt with as an adjustment in the next weekly payment.

5.8 HSE will only reimburse costs of paying the salaries of staff and senior management of Providers at their prevailing rates, up to a maximum of €200,000 per annum.

5.9 Staff, goods, equipment or services made available by the HSE for the purpose of operating the Relevant Hospitals will not be reimbursable where this does not result in additional cost to the Providers.

5.10 Income earned during the Term will be offset against the Costs payable by HSE to the Providers. This includes but is not limited to car parking fees and public patient statutory hospital charges.

5.11 It is agreed that the Parties will document in the Final Agreements the precise nature of the funding arrangements together with principles and oversight of those arrangements. The Parties acknowledge that the Common Purpose does not envisage a commercial or economic benefit or profit beyond the Costs.

6. Assessment, Verification and Validation

6.1 One accounting firm (qualified to act as statutory auditors under the Companies Acts) will be appointed by the Providers and one by the HSE (which shall be EY, which HSE has appointed for this purpose) in each case, the “Relevant Accountants” and each a “Relevant Accountant”) to assess, verify and validate the Costs Estimate (including the April Costs Estimate), volume and type of activity at each Relevant Hospital and actual Costs and payments (the “Assessment”). The Parties will instruct the Relevant Accountants to ensure confidential information for each Provider is kept separate and confidential. The Providers shall make all relevant information available to allow the Assessment to be carried out.

6.2 The Providers shall, on or before the Commencement Date, make available to EY their monthly management accounts and activity reports for the six month period prior to the Commencement Date, together with each Provider’s most recent complete set of audited financial statements (the “Financial Information”).

6.3 The Providers shall provide access to all financial records, insofar as they relate to the provision of the Service, which the Comptroller and Auditor General may require, having regard to the use of public monies in discharge of the Costs.
6.4 The Providers shall use their best endeavours to adhere to the HSE agency fee cap and other appropriate cost controls on a basis consistent with HSE providers. The HSE shall use reasonable endeavours to enable Providers to access HSE agency staff rates and HSE temporary staffing framework agreements.

7. Other Matters

7.1 HSE shall assist the Providers with obtaining access to qualified medical personnel where needed to enable the Providers to provide the Service.

7.2 The Providers shall use all of their respective resources, staff and management to support the delivery of the Service.

7.3 The Providers shall, where appropriate, be entitled to access HSE frameworks/prices for supplies.

7.4 The Providers shall use their best endeavours to procure that self-employed private only consultants ("Relevant Consultants") agree to a specified purpose locum consultant Category A post-2012 contract, with the HSE being the employer, whereupon the Clinical Indemnity Scheme will be available to cover the Relevant Consultants who so agree to a locum consultant Category A contract. The Relevant Consultants will revert to their pre-existing arrangements with the Providers on Termination of the Final Agreements.

7.5 The HSE intends to secure the extension of the Clinical Indemnity Scheme and where applicable the General Indemnity Scheme to the Providers and their employees. However, this is subject to obtaining approval from the Government. Such approval will be sought by the Minster for Health from the Government upon the signing of these Heads of Terms, and with retrospective effect to the Commencement Date.

7.6 For the avoidance of doubt, the identity of the employers of the employees of both the Providers and the HSE respectively remains unchanged by the matters contemplated by these Heads of Terms and nothing in these Heads of Terms or the Final Agreements shall be taken as an intention to change the identity of the employers or to create an employment agency to end user or hirer relationship.

7.7 Any circular applying to Section 38 service providers' employment of their staff does not apply to the arrangements contemplated by these Heads of Terms. The HSE will not make, enter into or apply any pension scheme for the employees of the Providers under these arrangements or the Final Agreements.

8. Governance

8.1 The Parties shall agree appropriate governance and reporting arrangements of the Relevant Hospitals in accordance with Section 38 that are consistent, so far as possible, with existing governance and reporting arrangements in place in the respective Relevant Hospitals.

8.2 The Parties agree that patients shall be transferred to the most appropriate facility, having due regard to clinical need and the Common Purpose.

9. Confidentiality

9.1 Each Party will keep confidential and will not disclose, and will ensure that its and their respective partners, officers, employees, affiliates, group companies, subsidiaries and agents keep confidential and do not disclose, any information of a confidential nature relating to any
other Party, including any information of a confidential nature relating to the patients, customers, business, assets or affairs of any of the Providers and Relevant Hospitals, except to the extent required:

9.1.1 by law;
9.1.2 to comply with these Heads of Terms and the terms of the Final Agreements; or
9.1.3 by its professional and other advisers or financiers who need to know such confidential information, provided that the disclosing Party will procure that such persons comply with the confidentiality obligations set forth in this clause as if they were a Party.

9.2 These confidentiality obligations in remain in full force and effect without limit in time and will continue to apply in respect of a person after it ceases to be a Party to these Heads of Terms or the Final Agreements or after a Termination.

9.3 Notwithstanding this clause 9, HSE will, at its discretion, be entitled to make public announcements regarding these Heads of Terms in accordance with HSE's statutory function and duties.

10. No partnership or agency

Nothing in these Heads of Terms and no action taken by the Parties under these Heads of Terms will constitute, or be deemed to constitute, a partnership, association, joint venture or other cooperative entity between the Parties nor will it make a Party the agent of the other Party for any purpose. No Party or Provider has, under these Heads of Terms, any authority or power to bind or to contract in the name of any other Party or Provider, and no Party or Provider is assuming any obligations on behalf of any other Party or Provider.

11. Governing Law/Dispute Resolution

11.1 These Heads of Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of Ireland.

11.2 The Parties agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Heads of Terms or their subject matter or formation PROVIDED ALWAYS THAT:

11.2.1 where stipulated herein or where any dispute relates to Costs, payments, funding, costs mitigation or Costs related matters, the dispute must be referred for determination to an independent firm of accountants appointed on a joint basis by the Parties (which shall not be a firm already appointed in any capacity to act in respect of the arrangements contemplated hereunder) which will act as an expert (the "Independent Expert"). The Independent Expert will determine any dispute within not later than two (2) weeks after the dispute is referred to it and its decision will be final and binding on the Parties. The Parties shall co-operate fully with the Independent Expert and shall provide such information as the Independent Expert shall determine is necessary for it to make its decision;

11.2.2 any material dispute which arises between any Provider and HSE in connection with the operation of the Service in the Relevant Hospitals will immediately be referred to the National Director of Acute Operations, whose determination and instructions will be final and binding on the Parties; and

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11.2.3 Where any other dispute arises between the Parties with regard to any of the provisions of these Heads of Terms, the Parties shall in the first instance attempt to settle the dispute by direct good faith negotiations at all times having regard to the Common Purpose and the commitment of the Parties to act in good faith with each other, to observe reasonable commercial standards of fair dealing and to be faithful to the Common Purpose. Any Party may serve a written notice (“Notice of Dispute”) on the other and within two (2) working days of the date of service of the Notice of Dispute, the Parties shall nominate a director/senior management from each Party to communicate, discuss and use all reasonable endeavours to resolve the dispute amicably within seven (7) days of the service of the Notice of Dispute.

12. Miscellaneous

12.1 These Heads of Terms are legally binding.

12.2 No announcement whatsoever or disclosure regarding any of the arrangements contemplated by these Heads of Terms (to include the existence and terms of any negotiations) shall be made by any of the Providers without the prior written approval of the HSE.

12.3 The matters referred to herein are not intended to be exhaustive of the terms and conditions under which it is proposed that, subject to the conditions set out above, the Parties will enter into a series of agreements to reflect these arrangements.

12.4 These Heads of Terms may be executed (including electronically) in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Heads of Terms.

13. Exclusion of liability of the Receiver

13.1 Each Party hereby expressly acknowledges and agrees that the Receiver is executing these Heads of Terms in his capacity as receiver and attorney for VFM Healthcare (as one of the named Providers) only for the sole purpose of facilitating VFM Healthcare’s entering into of these Heads of Terms and further acknowledges and agrees that any personal liability of the Receiver and/or other partner of the Receiver’s firm arising out of or in connection with the terms and provisions of these Heads of Terms or any agreement or matter connected therewith is hereby excluded and the Receiver and/or any other partner of the Receiver’s firm shall not be under any liability to any other Party affecting the assets of the Receiver or any other partner of the Receiver’s firm personally or their agents or their estate.
## SCHEDULE 1

### PART 1

### PROVIDERS

<table>
<thead>
<tr>
<th>Name of Legal Entity</th>
<th>Registered Office</th>
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<tbody>
<tr>
<td>Aut Even Hospital Limited</td>
<td>Freshford Road, Kilkenny</td>
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<tr>
<td>Sports Surgery Clinic Limited</td>
<td>Santry Demesne, Santry, Dublin 9</td>
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<tr>
<td>Kingsbridge Private Hospital Sligo Limited</td>
<td>Unit 1 Channel Wharf, 21 Old Channel Road, Belfast, Northern Ireland, BT3 9DE</td>
</tr>
<tr>
<td>St Vincent’s Healthcare Group DAC</td>
<td>Elm Park, Dublin 4</td>
</tr>
<tr>
<td>VFM Healthcare (Ireland) Limited (In receivership) trading as St Francis Private Hospital</td>
<td>St Francis Private Hospital, Ballinderry, Mullingar, County Westmeath</td>
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<tr>
<td>Beacon Medical Group Sandyford Limited</td>
<td>Beacon Court, Sandyford, Dublin 18, D18 AK68</td>
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<tr>
<td>Blackrock Hospital Limited</td>
<td>48 Upper Drumcondra Road, Dublin 9</td>
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<tr>
<td>Blackrock Clinic Limited</td>
<td>Galway Clinic, Doughiska, Galway</td>
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<tr>
<td>Blackrock Group Services Limited</td>
<td>Old Lucan Road, Dublin 20</td>
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<tr>
<td>Blackrock Hospital Development Company Limited</td>
<td>Georges Quay, Limerick</td>
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<tr>
<td>Hestow Limited</td>
<td>Bon Secours Hospital Limerick at Barringtons</td>
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<tr>
<td>Kingwater Development Company Limited</td>
<td>UPMC Whitfield, Cork Road, Butlerstown North, Waterford, X91 DH9W</td>
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<tr>
<td>Galway Clinic Doughiska Limited</td>
<td>Oval TopCo Limited</td>
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<tr>
<td>Hermitage Clinic Limited</td>
<td>Mater Private Hospital</td>
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<td>Torcross Limited</td>
<td>73 Eccles Street, Dublin 7, D07 KWR1</td>
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<td>Hermitage Medical Development Limited</td>
<td>Eccles Street, Dublin 7, D07 WKW8</td>
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<td>Pointmill Limited</td>
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<td>Mater Private Cork Limited</td>
<td>73 Eccles Street, Dublin 7, D07 KWR1</td>
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<tr>
<td>Spireview Equipment UC</td>
<td>Eccles Street, Dublin 7</td>
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## PART 2

### RELEVANT HOSPITALS

<table>
<thead>
<tr>
<th>Name of Relevant Hospital</th>
<th>Provider</th>
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<tbody>
<tr>
<td>Aut Even Hospital</td>
<td>Aut Even Hospital Limited</td>
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<td>Sports Surgery Clinic</td>
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<tr>
<td>Kingsbridge Hospital Sligo</td>
<td>Kingsbridge Private Hospital Sligo Limited</td>
</tr>
<tr>
<td>St Vincent’s Private Hospital</td>
<td>St Vincent’s Healthcare Group DAC</td>
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<td>St. Francis Private Hospital, Mullingar</td>
<td>VFM Healthcare (Ireland) Limited (In receivership) trading as St Francis Private Hospital</td>
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<td>Torcross Limited</td>
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<td></td>
<td>Hermitage Medical Development Limited</td>
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<td></td>
<td>Pointmill Limited</td>
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<tr>
<td>Bon Secours Hospital Dublin</td>
<td>Bon Secours Health System Company Limited by Guarantee</td>
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<td>Bon Secours Hospital Cork</td>
<td>Bon Secours Health System Company Limited by Guarantee</td>
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<td>Bon Secours Hospital Galway</td>
<td>Bon Secours Hospital Limerick at Barringtons</td>
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<td>Bon Secours Hospital Tralee</td>
<td>Bon Secours Hospital Limerick at Barringtons</td>
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<td>Bon Secours Hospital Limerick at Barringtons</td>
<td>Bon Secours Hospital Limerick at Barringtons</td>
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<td></td>
<td>Barringtons Hospital Limited (trading as Bon Secours Hospital Limerick at Barringtons)</td>
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<tr>
<td>UPMC Whitfield, Waterford</td>
<td>UPMC Ireland Limited</td>
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<td>UPMC Kildare</td>
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<tr>
<td>Mater Private Hospital Dublin</td>
<td>Oval TopCo Limited</td>
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<tr>
<td>Mater Private Hospital Cork</td>
<td>Mater Private Hospital</td>
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<tr>
<td>Limerick Cancer Centre</td>
<td>Mater Private Cork Limited</td>
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<td>Spireview Equipment UC</td>
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### SCHEDULE 2

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<tr>
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<tbody>
<tr>
<td><strong>1. Operating costs</strong></td>
<td>This would cover any operating costs required to be incurred to run the business, including payroll and staffing (including consultants), and inclusive of any exceptional COVID-19 related costs (such as hotel accommodation), consumables and related medical supplies and operating costs and overheads of the facility. It would exclude any non-cash impairment and related write-offs not related to any of the COVID-19 assistance actions and intra-group charges for non-service items.</td>
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<tr>
<td><strong>2. Rent</strong></td>
<td>Normal pre-existing contractual rent payable for operation of the facility and related support infrastructure (e.g. car parking, consultant rooms etc.). The Parties agree that HSE will not be assuming any leases.</td>
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<tr>
<td><strong>3. Finance costs</strong></td>
<td>Contracted funding costs related to the ongoing operation and functioning of the facility, e.g. interest, cash leasing costs excluding intra-group interest payments which cancel on consolidation.</td>
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<td><strong>4. Use of Infrastructure</strong></td>
<td>This would cover:</td>
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<td>i. Capex costs incurred in order to implement and run the Service, e.g. use of capital equipment, modifications etc. Any stand-alone capital equipment purchased in accordance with these arrangements (i.e. ventilators) to be owned by HSE for use by the Providers without charge. Capex to be approved by HSE prior to costs being incurred, via agreed scheme of delegation.</td>
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<tr>
<td></td>
<td>ii. An allowance for normal wear &amp; tear, based on the 2020 budgeted depreciation charge of the facility, based off an average daily rate.</td>
</tr>
<tr>
<td><strong>5. Decommissioning costs</strong></td>
<td>Any reasonable costs incurred by the Providers in restoring premises and equipment that has been adapted for the purposes of the Service to its prior condition, as directed by the HSE as part of the provision of the Service.</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF these Heads of Terms are executed by the Parties as follows:

Signed by Paul Reid
for and on behalf of the HEALTH SERVICE EXECUTIVE:

Print Name: Paul Reid
Date: 31/12/2020
Title: CEO
Signed by [Signature]
for and on behalf of AUT EVEN HOSPITAL LIMITED:

Print Name: [Margaret Smith]
Date: 2nd April 2020
Title: [CEO]
Signed by ........................................
for and on behalf of SPORTS SURGERY CLINIC LIMITED:
Joseph Keaveny
Print Name: ........................................
Date: 3.4.2020
Title: CEO

16292471.5
Signed by ..............................................................
for and on behalf of KINGSBRIDGE PRIVATE HOSPITAL SLIGO LIMITED:

Mr. Mark S. Regan

Print Name: ..........................................................
Date: ..............................................................
Title: ...............................................................
Signed by ..............................................
for and on behalf of ST VINCENT'S HEALTHCARE GROUP DAC:
Andrew Gore

Print Name: ..............................................

Date: 02 April 2020 | 16:49 BST

Title: CEO SVPH on behalf of SVHG
Signed by
Kieran Wallace, Receiver of VFM Healthcare (Ireland) Limited (in Receivership):

Print Name: Kieran Wallace
Date: 2/4/2020
Title: Receiver
Signed by ..................................
for and on behalf of BEACON MEDICAL GROUP SANDYFORD LIMITED:

Print Name: ..............................

Date: ..............................

Title: ..............................
Signed by: [Signature]
for and on behalf of BLACKROCK HOSPITAL LIMITED:

Print Name: JAMES O'DONOGHUE
Date: 2ND APRIL 2020
Title: CHIEF EXECUTIVE

Signed by: [Signature]
for and on behalf of BLACKROCK CLINIC LIMITED:

Print Name: JAMES O'DONOGHUE
Date: 2ND APRIL 2020
Title: CHIEF EXECUTIVE

Signed by: [Signature]
for and on behalf of BLACKROCK GROUP SERVICES LIMITED:

Print Name: JAMES O'DONOGHUE
Date: 2ND APRIL 2020
Title: CHIEF EXECUTIVE

Signed by: [Signature]
for and on behalf of BLACKROCK HOSPITAL DEVELOPMENT COMPANY LIMITED:

Print Name: JAMES O'DONOGHUE
Date: 2ND APRIL 2020
Title: CHIEF EXECUTIVE
Print Name: JAMES O'DONOGHUE
Date: 2ND APRIL 2020
Title: CHIEF EXECUTIVE
Signed by [Signature]

for and on behalf of GALWAY CLINIC DOUGHISKA LIMITED:

Print Name: Geoff Moylan

Date: 02/04/2020

Title: CEO
Signed by
for and on behalf of HERMITAGE CLINIC LIMITED:

Print Name: Paul Keogh
Date: 2nd April, 2020
Title: Director

Signed by
for and on behalf of TORCROSS LIMITED:

Print Name: Paul Keogh
Date: 2nd April, 2020
Title: Director

Signed by
for and on behalf of HERMITAGE MEDICAL DEVELOPMENT LIMITED:

Print Name: Paul Keogh
Date: 2nd April, 2020
Title: Director
Signed by

for and on behalf of POINTMILL LIMITED:

Print Name: Cathal Garvey

Date: 2nd April, 2020

Title: Company Secretary
Signed by Bill Maher for and on behalf of BON SECOURS HEALTH SYSTEM COMPANY LIMITED BY GUARANTEE:

Print Name: BILL MAHER
Date: 2 April 2020
Title: GROUP CEO

Signed by ........................................ for and on behalf of BARRINGTONS HOSPITAL LIMITED (TRADING AS BON SECOURS HOSPITAL LIMERICK AT BARRINGTONS):

Print Name: ........................................
Date: ........................................
Title: ........................................
Signed by ………………………………
for and on behalf of BON SECOURS HEALTH SYSTEM COMPANY LIMITED BY GUARANTEE:

Print Name: ………………………………
Date: ……………………………………
Title: ……………………………………

Signed by ………………………………
for and on behalf of BARRINGTONS HOSPITAL LIMITED (TRADING AS BON SECOURS HOSPITAL LIMERICK AT BARRINGTONS):

Print Name: LYNN GUTHRIE
Date: 2 APRIL 2020
Title: DIRECTOR
Signed by [Signature]
for and on behalf of UPMC IRELAND LIMITED:

Print Name: DAVID BERNE
Date: APRIL 3rd 2020
Title: DIRECTOR
Signed by .................................................................
for and on behalf of OVAL TOPCO LIMITED:

Print Name: .................................................................
Paul Whelan

Date: .................................................................
April 2nd, 2020

Title: .................................................................
Group CFO

Signed by .................................................................
for and on behalf of MATER PRIVATE HOSPITAL:

Print Name: .................................................................
Paul Whelan

Date: .................................................................
April 2nd, 2020

Title: .................................................................
Group CFO

Signed by .................................................................
for and on behalf of MATER PRIVATE CORK LIMITED:

Print Name: .................................................................
Paul Whelan

Date: .................................................................
April 2nd 2020

Title: .................................................................
Group CFO

Signed by .................................................................
for and on behalf of SPIREVIEW EQUIPMENT UC:

Print Name: .................................................................
Paul Whelan

Date: .................................................................
April 2nd 2020

Title: .................................................................
Group CFO