



## Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

**155(6)b**

1899069

The assistance is for the purpose of ~~XXXXXX~~ [reducing or discharging a liability incurred for the purpose of that acquisition] † (note 1)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

The number and class of the shares acquired or to be acquired is 1,006,836 ordinary shares of £1 each.

The assistance is to be given to (note 2) Ramsay Health Care Investments Pty Limited  
ACN 078881473 Address Level 9, 154 Pacific Highway, St Leonards NSW 2065, Australia and Ramsay Health Care (UK) Limited (Reg No 06043039), address 1 Hassett Street, Bedford, Bedfordshire MK40 1HA

The assistance will take the form of

See Appendix 2

The person who [has acquired] ~~XXXXXX~~ † the shares is  
Ramsay Health Care (UK) Limited (Reg No 06043039)

† delete as appropriate

The principal terms on which the assistance will be given are

See Appendix 3

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is Nil

The amount of cash to be transferred to the person assisted is £ See Appendix 4

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is within 8 weeks of the date hereof

**Please complete  
legibly, preferably  
in black type, or  
bold block lettering**

~~X~~We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts (note 3)

(a) ~~We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date~~\* (note 3)

\* delete either (a) or (b) as appropriate

(b) XXX  
have formed the corporation that will be able to pay its debts to full extent XXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXXXX\* (note 3)

And ~~X~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

RAMJAY HEALTH CENTRE JK  
Declared at 42 NEW BROAD STREET  
LONDON EC2M 1SB

Declarants to sign below.

on 

Day	Month	Year
14	12	2007

before me HEGLAND L REHAWILYARD

**A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths**

## NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form
- 5 The address for companies registered in England and Wales or Wales is -

**The Registrar of Companies**  
**Companies House**  
**Crown Way**  
**Cardiff**  
**CF14 3UZ**

or, for companies registered in Scotland -

The Registrar of Companies  
Companies House  
37 Castle Terrace  
Edinburgh  
EH1 2EB

**Ramsay Health Care Investments UK Limited (registered number 01566804)  
(the "Company")**

**Appendices to Form 155(6)b relating to Ramsay Diagnostics UK Limited  
(registered number 04464225) (the "Subsidiary")**

Each capitalised term used in these Appendices is as defined in the Facility Agreement (as defined in Appendix 2) if not otherwise defined herein

**APPENDIX 1: NAMES AND ADDRESSES OF ALL DIRECTORS**

- 1 David Hillier of 73 Klea Avenue, London SW4 9HZ,  
Hiten Mehta of 23 Nagle Road, Rushey mead, Leicester, Leicestershire LE4 7RU, and  
Linda Stock of Rose Cottage, Aston Ingham Road, Kilcot, Newent, Gloucestershire GL18 1NS

**APPENDIX 2: FORM OF FINANCIAL ASSISTANCE**

**1 FACILITY AGREEMENT**

- 1.1 The execution by the Subsidiary on or about the date of this Form 155(6)b of the New Guarantor Accession Deed relating to a syndicated facility agreement entered into between, amongst others, Ramsay Health Care (UK) Limited and Australia and New Zealand Banking Group Limited and National Australia Bank Limited as MLAUs (the "**Facility Agreement**") which sets out the terms on which the Finance Parties provide to the Borrowers (including Ramsay Health Care (UK) Limited and Ramsay Health Care Investments Pty Limited)

- (a) an Australian dollar revolving facility of A\$560,000,000 ("**Facility A**"),
  - (b) a sterling revolving facility of £260,000,000 ("**Facility B**"),
  - (c) an Australian dollar revolving facility of A\$725,000,000 ("**Facility C**"), and
  - (d) an Australian dollar revolving facility of A\$200,000,000 ("**Facility D**"),
- (collectively the "**Facilities**")

Facility B is made available to the Borrowers for the purposes of, amongst other things

- (a) the acquisition of the Target, and
- (b) general corporate purposes (including further development of the Target and Target Companies and routine and brownfield capital expenditure and working capital purposes and the payment of transaction costs associated with the acquisition of the Target),

as described in relation to the first draw down under Facility B in the funds flow statement provided pursuant to paragraph 4 of Part B of Schedule 2 to the Facility Agreement, which includes the use of Facility B by Ramsay Health Care Investments Pty Limited for the payment for shares issued in Ramsay Health Care (UK) Limited (the "**Share Subscription**") The proceeds of the Share Subscription were used for the acquisition of the Company

**2 INTRA GROUP LOAN AGREEMENT**

The entry by the Subsidiary into an upstream intra group loan agreement to be entered into by Ramsay Health Care (UK) Limited and Ramsay Health Care Investments Pty Limited (as borrowers) and the Company, the Subsidiary and others (as lenders) (the **"Intra Group Loan Agreement"**)

All terms which are defined in the text of this Appendix 2 shall have the same meaning when used elsewhere in Appendix 3 and Appendix 4

**APPENDIX 3: THE PRINCIPAL TERMS ON WHICH THE FINANCIAL ASSISTANCE WILL BE GIVEN**

**1 FACILITY AGREEMENT**

By executing the New Guarantor Accession Deed to the Facility Agreement the Subsidiary will, amongst other things

**1 1 irrevocably and unconditionally (jointly and severally with the other Guarantors)**

- (a) guarantee payment to the Finance Parties of the Guaranteed Money (each as described below),
- (b) undertake with each Finance Party that whenever another Obligor does not pay any Guaranteed Money on time and in accordance with the Transaction Documents, the Company shall immediately on demand pay that amount as if it was the principal obligor,
- (c) indemnify each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party and Costs they suffer or incur
  - (i) if any Obligor does not, or is unable to, pay the Guaranteed Money in accordance with the Transaction Documents,
  - (ii) if an obligation of any Obligor who would otherwise have to pay the Guaranteed Money is found to be void, voidable or unenforceable,
  - (iii) if an obligation the Guarantor would otherwise have under clause 18 2 ("Guarantee") of the Facility Agreement is found to be void, voidable or unenforceable,
  - (iv) if a Finance Party is obliged, or agrees, to pay an amount to a trustee in bankruptcy or liquidator (of an Insolvent person) in connection with a payment by any Guarantor or any Borrower (For example, a Finance Party may have to, or may agree to, pay interest on the amount ),
  - (v) if the Guarantor defaults under this guarantee and indemnity, or
  - (vi) in connection with any person exercising, or not exercising, rights under this guarantee and indemnity, and
- (d) undertake to permit a Finance Party to set off any obligations due from an Obligor against any amount owing by that Finance Party,

and, in this paragraph 1 1

- (a) Guaranteed Money includes all amounts that
  - at any time,
  - for any reason or circumstance in connection with the Transaction Documents (including transactions in connection with them),
  - whether at law or otherwise,
  - and whether or not of a type within the contemplation of the parties at the date of this agreement

- (i) are payable, are owing but not currently payable, are contingently owing, or remain unpaid, by any Obligor to any Finance Party,
  - (ii) any Finance Party has advanced or paid on any Obligor's behalf or at any Obligor's express or implied request,
  - (iii) any Finance Party is liable to pay by reason of any act or omission on any Obligor's part, or
  - (iv) are reasonably foreseeable as likely, after that time, to fall within any of the above paragraphs, and
- (b) Finance Party means
- (i) any MLAU,
  - (ii) the Agent (for its own account or for the account of a Financier),
  - (iii) any Financier,
  - (iv) any Hedge Counterparty, or
  - (v) any Bilateral Facility Provider, and

1 2 give various representations and warranties, undertakings and indemnities to the Finance Parties to enable the Finance Parties to make the facilities under the Facility Agreement available and agree to pay certain costs, fees and expenses to the Finance Parties or their advisers

## 2 INTRA GROUP LOAN AGREEMENT

By executing the Intra Group Loan Agreement (as defined in Appendix 2) the Company, the Subsidiary and the other group companies party to it as lenders agree to provide Ramsay Health Care (UK) Limited and Ramsay Health Care Investments Pty Limited with loan facilities in sufficient amounts to enable Ramsay Health Care (UK) Limited and Ramsay Health Care Investments Pty Limited to make payments due under the Facility Agreement but on the basis that the Subsidiary will only be obliged to make advances under the Intra Group Loan Agreement if, inter alia, it has the cash resources and the Subsidiary is not in liquidation or administration or the subject of a creditor's voluntary arrangement

Note In these financing arrangements references to the Facility Agreement and the Intra Group Loan Agreement include reference to such document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document

**APPENDIX 4: THE AMOUNT OF CASH TO BE TRANSFERRED TO THE PERSON ASSISTED**

Nil but the Subsidiary has entered into a commitment under the terms of the Intra Group Loan Agreement to make loan facilities available to the Borrowers (as defined therein) in certain circumstances of up to a maximum principal amount of £286,000,000

**INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF RAMSAY HEALTH CARE INVESTMENTS UK LIMITED (FORMERLY CALLED CAPIO HEALTHCARE UK LIMITED) PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985**

We report on the attached statutory declaration of the directors dated 14 December 2007, prepared pursuant to the Companies Act 1985, in connection with the proposed financial assistance to be given by Ramsay Diagnostics UK Limited (formerly called Capio Diagnostics Limited), a subsidiary of Ramsay Health Care Investments UK Limited (formerly called Capio Healthcare UK Limited) (the "Company") for the purchase of the entire issued ordinary share capital of Ramsay Health Care Holdings UK Limited (formerly called Capio Holdings Limited, formerly called Capio Holdings plc)


This report is made solely to the directors in accordance with Section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors those matters we are required to state to them in an auditors' report under section 156(4) and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the directors, for our audit work, for this report, or for the opinions we have formed.

**Basis of opinion**

We have enquired into the state of the Company's affairs so far as necessary in order to review the bases for the statutory declaration.

**Opinion**

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.



Ernst & Young LLP

Registered Auditor

Apex Plaza

Forbury Road

Reading

RG1 1YE

Date **14 DECEMBER 2007**