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27 September 2010

## BY EMAIL

Ms Kate Kidson  
Principal Adviser  
Australian Securities Exchange  
Level 45, 525 Collins Street  
MELBOURNE VIC 3000

Dear Kate

### **Healthscope Limited ACN 006 405 152 (Healthscope) – Lodgement of office copy of court order**

We refer to our previous correspondence and communications.

As foreshadowed in Healthscope's ASX announcement of 24 September 2010, we confirm that an office copy of the order made by the Supreme Court of Victoria on 24 September 2010 approving the scheme of arrangement between Healthscope and its shareholders was lodged with ASIC today. Accordingly, pursuant to section 411(10) of the Corporations Act, the scheme is now legally effective.

We now attach for ASX's reference a copy of the Court's order as lodged with ASIC today.

Yours faithfully

**MINTER ELLISON**

Contact: Joseph Pace Direct phone: +61 3 8608 2336 Direct fax: +61 3 8608 1314  
Email: joseph.pace@minterellison.com  
Partner responsible: Bart Oude-Vrielink Direct phone: +61 3 8608 2942  
Our reference: JRP BFO 30-6507161

IN THE SUPREME COURT OF VICTORIA  
AT MELBOURNE  
COMMERCIAL AND EQUITY DIVISION  
COMMERCIAL COURT

LIST E  
No. S CI 2010 04192

IN THE MATTER OF HEALTHSCOPE LIMITED  
ACN 006 405 152

HEALTHSCOPE LIMITED  
ACN 006 405 152

Plaintiff

GENERAL FORM OF ORDER

**JUDGE:** The Honourable Justice Davies

**DATE MADE:** 24 September 2010

**ORIGINATING PROCESS:** Originating Process

**HOW OBTAINED:** On return of the Originating Process filed 3 August 2010.

**ATTENDANCE:** Mr J.G. Santamaria, one of Her Majesty's Counsel, and Mr G.J. Ahern of Counsel for the Plaintiff.

**OTHER MATTERS:** It was noted that a statement dated 22 September 2010 had been given by the Australian Securities and Investments Commission in accordance with section 411(17)(b) of the *Corporations Act 2001* (Cth).

**THE COURT ORDERS THAT:**

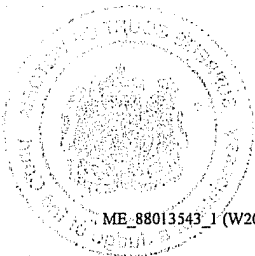
1. The scheme of arrangement in this proceeding, the terms of which are set out in the document scheduled to this Order, be and is hereby approved pursuant to section 411(4)(b) of the *Corporations Act 2001* (Cth).
2. The Plaintiff be exempted pursuant to subsection 411(12) of the *Corporations Act 2001* (Cth) from compliance with subsection 411(11) of the *Corporations Act 2001* (Cth) in relation to the scheme of arrangement.



**AND THE COURT DIRECTS THAT:**

3. The solicitors for the Plaintiff draw up this Order and that it be signed by the Honourable Justice Davies.

Dated : 24 September 2010



## SCHEME OF ARRANGEMENT

This scheme of arrangement is made under  
section 411 of the *Corporations Act 2001 (Cth)*

between

**Healthscope Limited ACN 006 405 152**  
of Level 1, 312 St. Kilda Road, Melbourne VIC 3004 (**Healthscope**)

and

### Scheme Shareholders

## 1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Scheme, unless the context requires otherwise:

**ASIC** means the Australian Securities and Investments Commission.

**ASX** means ASX Limited ACN 008 624 691, or if the context requires, the financial market operated by it.

**BidCo** means Asia Pacific Healthcare Group Pty Ltd ACN 145 126 012.

**Business Day** has the meaning given in the Listing Rules.

**Carlyle** means Carlyle Asia Partners III, L.P.

**CHES** means the Clearing House Electronic Subregister System for the electronic transfer of securities operated by ASX Settlement and Transfer Corporation Pty Ltd ACN 008 504 632.

**Close of Trading** means the close of normal trading on ASX on the Effective Date.

**Consortium** means TPG and Carlyle and **Consortium Member** means any one of them.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Court** means the Supreme Court of Victoria or any other court of competent jurisdiction under the Corporations Act as the parties may agree in writing.

**Deed Poll** means the Deed Poll dated 12 August 2010 executed by BidCo, pursuant to which BidCo covenants in favour of the Scheme Shareholders to:

- (a) perform the steps attributed to it under, and otherwise comply with, this Scheme as if BidCo were a party to this Scheme; and
- (b) comply with its obligations under the Scheme Implementation Agreement, in so far as that agreement relates to this Scheme, and do all things necessary or expedient on its part to implement this Scheme.

**Effective** means the coming into effect, under section 411(10) of the Corporations Act, of the Scheme Order in relation to the Scheme.

**Effective Date**, with respect to the Scheme, means the date on which the Scheme becomes Effective.

**End Date** means 10 December 2010, or such other date as agreed by Healthscope and BidCo in writing.

**Excluded Share** means any Share held by an Excluded Shareholder.

**Excluded Shareholder** means any Healthscope Shareholder who is BidCo, a Consortium Member or a Related Body Corporate of BidCo or a Related Body Corporate of a Consortium Member.

**Explanatory Booklet** means the information to be despatched to Healthscope Shareholders in accordance with clause 6.4 of the Scheme Implementation Agreement.

**Healthscope Board** means the board of directors of Healthscope as constituted from time to time.

**Healthscope Final Dividend** means a cash dividend, not exceeding 12 cents per Share, to be declared and paid by Healthscope (in its absolute discretion) between the date of the Scheme Implementation Agreement and the Implementation Date in respect of the year ended 30 June 2010 and which is not franked in excess of the then available franking credits of Healthscope.

**Healthscope Shareholder** means a person who is registered in the Register as the holder of Shares.

**Implementation Date** means the date that this Scheme will be implemented according to its terms, being the fifth Business Day following the Record Date.

**Listing Rules** means the official listing rules of ASX.

**Option** means an option granted by Healthscope over or in respect of one or more Shares.

**Performance Right** means a right granted under Healthscope's executive performance rights plan to acquire by way of issue a Share subject to the terms of such plan.



**Permitted Additional Dividend** means a fully franked special dividend which is declared and paid by Healthscope (in its absolute discretion) between the date of the Scheme Implementation Agreement and the Implementation Date (in addition to the Healthscope Final Dividend), which does not exceed an amount which would cause Healthscope's franking account to not have a positive balance on the Implementation Date (taking into account any tax refunds Healthscope expects to receive and any dividend payments made before the Implementation Date).

**Record Date** means, in respect of the Scheme, 7:00pm on the fifth Business Day (or such other Business Day as Healthscope and BidCo agree) following the Effective Date.

**Register** means Healthscope's register of members maintained under and in accordance with section 169 of the Corporations Act.

**Registered Address** means the address of each Healthscope Shareholder as recorded on the Register.

**Registrar** means Link Market Services Limited.

**Related Body Corporate** of a person, means:

- (a) a related body corporate of that person under section 50 of the Corporations Act and includes any body corporate that would be a related body corporate if section 48(2) of the Corporations Act were omitted; and
- (b) in respect of a Consortium Member, includes any fund, limited partnership or other collective investment vehicle which is managed or controlled by that Consortium Member or a related body corporate or body corporate (as referred to in paragraph (a) above) of that Consortium Member,

and of the Consortium means a related body corporate under paragraph (a) or any entity, fund, limited partnership or other collective investment vehicle in respect of any Consortium Member.

**Scheme** means this scheme of arrangement pursuant to Part 5.1 of the Corporations Act between Healthscope and Scheme Shareholders in respect of all Scheme Shares, subject to any alterations or conditions made or required by the Court under section 411(6) of the Corporations Act and approved in writing by Healthscope and BidCo.

**Scheme Consideration** means, in respect of each Scheme Share held by a Scheme Shareholder, \$6.26 cash (as reduced by the amount of any Healthscope Final Dividend and any Permitted Additional Dividend).

**Scheme Order** means the orders of the Court approving the Scheme pursuant to section 411(4)(b) of the Corporations Act.

**Scheme Implementation Agreement** means the agreement between Healthscope, BidCo, Carlyle and TPG dated 18 July 2010, under which each party undertakes specific obligations to give effect to this Scheme.

**Scheme Meeting** means the meeting of Healthscope Shareholders ordered by the Court to be convened under section 411(1) of the Corporations Act to consider and vote on the Scheme and includes any meeting convened following any adjournment or postponement of that meeting.

**Scheme Shareholder** means a person who holds one or more Scheme Shares.

**Scheme Share** means a Share on issue as at the Record Date, other than an Excluded Share (but including any such Share held on behalf of one or more third parties or otherwise in a fiduciary capacity).

**Scheme Share Transfer** means for each Scheme Shareholder, a proper instrument of transfer of the Scheme Shares for the purposes of section 1071B of the Corporations Act, which may be a master transfer of all Scheme Shares.

**Second Court Date** means the first day on which an application made to the Court for an order under section 411(4)(b) of the Corporations Act approving the Scheme is heard or scheduled to be heard or, if the application is adjourned for any reason, means the date on which the adjourned application is heard or scheduled to be heard.

**Second Court Hearing** means the hearing of the application to the Court for the Scheme Order approving the Scheme.

**Share** means an issued fully paid ordinary share in the capital of Healthscope.

**TPG** means TPG Asla V, L.P. and TPG Partners VI L.P.

## 1.2 Interpretation

In this Scheme, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Scheme, and a reference to this Scheme includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;



## Appendix 2 - Scheme

- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to Melbourne, Australia time;
- (g) a reference to a party is to a party to this Scheme, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (k) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and
- (m) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

## 2. PRELIMINARY

### 2.1 Healthscope

Healthscope is a public company incorporated in Australia and registered in Victoria and is a company limited by shares. Healthscope is admitted to the official list of ASX and its Shares are officially quoted on the stock market conducted by ASX. Its registered office is at Level 1, 312 St. Kilda Road, Melbourne Victoria 3004.

### 2.2 Healthscope securities

As at the date of the Explanatory Booklet, Healthscope has on issue or has granted (as applicable):

- (a) 317,335,186 Shares;
- (b) 100,001 Options; and
- (c) 1,393,088 Performance Rights.

### 2.3 BidCo

BidCo is a company incorporated in Australia and is a company limited by shares. Its registered office is at c/-

Freehills, Level 43, 101 Collins Street, Melbourne Victoria 3000.

## 2.4 Agreement to implement the Scheme

Each of Healthscope and BidCo have agreed, by executing the Scheme Implementation Agreement, to implement the terms of this Scheme and the steps contemplated to follow the Implementation of this Scheme, to the extent those steps are required to be done by each of them.

## 2.5 BidCo Deed Poll

BidCo has executed the Deed Poll in favour of Scheme Shareholders.

## 2.6 Summary of Scheme

If the Scheme becomes Effective:

- (a) all of the Scheme Shares (together with all rights and entitlements attaching to the Scheme Shares) will be transferred to BidCo and Healthscope will become a subsidiary of BidCo;
- (b) in consideration of the transfer of the Scheme Shares, BidCo will provide or procure the provision of the Scheme Consideration to Scheme Shareholders in accordance with the terms of this Scheme;
- (c) Healthscope will enter the name of BidCo in the Register as the holder of all the Scheme Shares;
- (d) it will bind Healthscope and all Scheme Shareholders, including those who do not attend the Scheme Meeting, those who do not vote at that meeting and those who vote against this Scheme at that meeting; and
- (e) it will override the constitution of Healthscope, to the extent of any inconsistency.

## 3. CONDITIONS PRECEDENT

### 3.1 Conditions precedent

The conditions precedent to this Scheme are:

- (a) all the conditions precedent in clause 3.1 of the Scheme Implementation Agreement (other than clause 3.1(i)) having been satisfied or waived in accordance with the Scheme Implementation Agreement as at 8.00am on the Second Court Date or such other time specified in that condition precedent;
- (b) neither the Scheme Implementation Agreement nor the Deed Poll being terminated, as at 8.00am on the Second Court Date; and
- (c) this Scheme being approved for the purposes of section 411(4)(b) of the Corporations Act at the Second Court Hearing, subject to the matters noted in clause 7.9.



### 3.2 Effect of conditions precedent

The satisfaction or waiver of each condition precedent in clause 3.1 is a condition precedent to the operation of clause 4.

### 3.3 Certificate

Healthscope and BidCo will provide to the Court at the Second Court Hearing certificates, or such other evidence as the Court requests, confirming whether or not the conditions precedent to this Scheme (other than the condition precedent in clause 3.1(c) above and the condition precedent in clause 3.1(i) of the Scheme Implementation Agreement) have been satisfied or waived.

### 3.4 End Date

This Scheme will lapse and be of no further force or effect if the Effective Date has not occurred on or before the End Date.

### 3.5 Termination

If the Scheme Implementation Agreement is terminated in accordance with its terms before this Scheme becomes Effective, subject to the terms of the Scheme Implementation Agreement, each of BidCo and Healthscope are released from:

- (a) any further obligation to take steps to implement this Scheme; and
- (b) any liability with respect to this Scheme.

## 4. THE SCHEME

### 4.1 Lodgement of Scheme Order with ASIC

If the conditions in clause 3.1 are satisfied, Healthscope will lodge with ASIC in accordance with section 411(10) of the Corporations Act an office copy of the Scheme Order as soon as practicable, and in any event by no later than 5.00pm on the first Business Day (or on such other Business Day as Healthscope and BidCo agree) after the date on which the Court makes that Scheme Order. This Scheme will be Effective on and from the Effective Date.

### 4.2 Transfer of Scheme Shares

Subject to this Scheme becoming Effective in accordance with clause 4.1, the following actions will occur (in the order set out below) on the Implementation Date:

- (a) on or before 10.00am on the Implementation Date, and in consideration for the transfer of the Scheme Shares to BidCo under the Scheme, BidCo must perform its obligations under clause 4.3(a)(i);
- (b) on or before 10.00am on the Implementation Date, BidCo will provide a certificate addressed to the

Healthscope Board signed by two directors of BidCo, confirming that BidCo has fulfilled its obligations under clause 4.2(a);

- (c) after 10.00am on the Implementation Date and subject to Healthscope receiving the certificate from BidCo that is referred to in clause 4.2(b), all of the Scheme Shares held by Scheme Shareholders, together with all rights and entitlements attaching to the Scheme Shares at the Implementation Date will be transferred to BidCo without the need for any further act by any Scheme Shareholder, by Healthscope effecting a valid transfer or transfers of the Scheme Shares to BidCo under section 1074D of the Corporations Act or, if that procedure is not available for any reason, by:
  - (i) Healthscope delivering to BidCo a duly completed Scheme Share Transfer executed by Healthscope as transferor (acting as the attorney and agent of each Scheme Shareholder under clause 7.1); and
  - (ii) BidCo duly executing the Scheme Share Transfer as transferee and deliver it to Healthscope for registration; and
- (d) immediately after the transfer of the Scheme Shares to BidCo under clause 4.2(c), Healthscope must enter the name of BidCo in the Register in respect of all of the Scheme Shares.

### 4.3 Payment of Scheme Consideration

- (a) The obligation of BidCo to pay or procure payment of the Scheme Consideration pursuant to clause 4.2(a) will be satisfied by:
  - (i) BidCo, before 10.00am on the Implementation Date, depositing in cleared funds into an account established by, or on behalf of, Healthscope and in the name of Healthscope (**Trust Account**) an amount equal to the aggregate Scheme Consideration payable to all Scheme Shareholders, such amount to be held by Healthscope on trust for the Scheme Shareholders (except that any interest on the amount less any bank fees and charges will be for the account of BidCo) and for the purpose of sending the aggregate Scheme Consideration to the Scheme Shareholders; and
  - (ii) Healthscope within five Business Days after the Implementation Date paying from the Trust Account to each Scheme Shareholder an amount equal to the Scheme Consideration due to that Scheme Shareholder in accordance with this Scheme by:
    - A. despatching or procuring the despatch to the Scheme Shareholder (other than a Scheme Shareholder who has notified an



## Appendix 2 - Scheme

account with an Australian bank as provided by clause 4.3(a)(ii)(B) of a cheque, by pre-paid ordinary post (or, if the address of the Scheme Shareholder in the Register is outside Australia, by pre-paid airmail post) in an envelope addressed to the address shown in the Register as at the Record Date. In the case of Scheme Shares held in joint names any cheque required to be paid to Scheme Shareholders must be payable to the joint holders and be forwarded to the holder whose name appears first in the Register as at the Record Date; or

- B. making a deposit in an account with any ADI (as defined in the *Banking Act 1959* (Cth)) in Australia notified by the Scheme Shareholder to Healthscope and recorded in or for the purposes of the Register as at the Record Date.
- (b) To the extent that a cheque properly dispatched by or on behalf of Healthscope pursuant to this clause 4.3 is returned to Healthscope as undelivered or the cheque is not presented by a Scheme Shareholder earlier than six months after the Implementation Date (**Unclaimed Consideration**):
- (i) Healthscope must deal with the Unclaimed Consideration in accordance with any applicable unclaimed moneys legislation; and
  - (ii) subject to Healthscope complying with its obligations under clause 4.3(b)(i), Healthscope is discharged from liability to any Scheme Shareholder in respect of the Unclaimed Consideration.

### 5. ENTITLEMENT TO PARTICIPATE AND DEALINGS IN SHARES

#### 5.1 Entitlement to participate

Each Scheme Shareholder will be entitled to participate in this Scheme.

#### 5.2 Recognised dealings

For the purposes of determining who is a Scheme Shareholder, dealings in Shares will be recognised if:

- (a) in the case of dealings of the type effected by CHES, the transferee is registered in the Register as the holder of the relevant Shares by the Record Date; and
- (b) in all other cases share transfer forms in registerable form or transmission applications in respect of those dealings are received at the place where the Register is kept prior to the Record Date.

#### 5.3 Healthscope's obligation to register

Healthscope must register any registerable transfers or transmission applications received in accordance with clause 5.2(b) by the Record Date.

#### 5.4 Transfer requests received after Record Date

Healthscope will not accept for registration or recognise for any purpose any transfer, transmission or application in respect of Healthscope Shares received after 7.00pm on the Record Date, other than a transfer to BidCo in accordance with this Scheme.

#### 5.5 No disposal after Close of Trading

No Healthscope Shareholder shall dispose of or purport to agree to dispose of any Healthscope Shares or any interest therein after the Close of Trading. Any dealings in Healthscope Shares after Close of Trading shall not be recognised by the Registrar.

#### 5.6 Maintaining the Register

For the purpose of determining entitlements to Scheme Consideration, Healthscope must, until the Scheme Consideration has been paid, maintain, or cause the Registrar to maintain, the Register in accordance with the provisions of this clause 5 and entitlements to the Scheme Consideration will be determined solely on the basis of the Register.

#### 5.7 Statements of holding cease to have any effect

After 7.00pm on the Record Date, any share certificate or holding statement for Healthscope Shares (other than statements of holding in favour of BidCo and its successors in title) will cease to have any effect as a document of title in respect of those shares and each current entry on the Register as at 7.00pm on the Record Date will cease to have any effect other than as evidence of entitlement of Scheme Shareholders to the Scheme Consideration (other than the entries in respect of BidCo).

#### 5.8 Provision of Scheme Shareholder's details

As soon as practicable after the Record Date, and in any event at least one Business Day before the Implementation Date, Healthscope must ensure that a complete copy of the Register as at 7.00pm on the Record Date, including details of the names, registered addresses and holdings of Healthscope Shares for each Scheme Shareholder are available to BidCo in the form BidCo reasonably requires.





## 6. QUOTATION OF SHARES

### 6.1 Suspension of trading in ASX

Healthscope will apply to the ASX to suspend trading in the Shares on ASX from the Close of Trading.

### 6.2 Termination from official quotation

Provided that the Scheme has been fully implemented in accordance with its terms, Healthscope will apply for termination of the official quotation of the Shares on ASX, and removal from the official list of ASX, on a date after the Implementation Date as determined by BidCo.

## 7. GENERAL PROVISIONS

### 7.1 Healthscope to act on behalf of Healthscope Shareholders

Each Scheme Shareholder, without the need for any further act, irrevocably appoints Healthscope and all of its directors and officers (jointly and severally) as its attorney and agent for the purposes of executing any document necessary or taking any other act necessary to give effect to this Scheme and the transactions contemplated by it including, without limitation, executing a proper instrument of transfer of its Healthscope Shares for the purposes of section 1071B of the Corporations Act, which may be a master transfer of all the Healthscope Shares held by Scheme Shareholders, and Healthscope accepts such appointment.

### 7.2 Status of Scheme Shares

- (a) To the extent permitted by law, the Scheme Shares transferred under the Scheme will be transferred free from all mortgages, charges, liens, encumbrances and interests of third parties of any kind, whether legal or otherwise.
- (b) Each Scheme Shareholder is deemed to have warranted to Healthscope and BidCo, and appointed and authorised Healthscope as its attorney and agent to warrant to BidCo, that all their Healthscope Shares (including any rights and entitlements attaching to those shares) transferred to BidCo under this Scheme will, at the date of transfer, be fully paid and free from mortgages, charges, liens, encumbrances, pledges, security interests and other interests of third parties of any kind, whether legal or otherwise, and restrictions of transfer of any kind and that they have full power and capacity to sell and transfer their Healthscope Shares (including any rights and entitlements attaching to those shares) to BidCo under this Scheme.

### 7.3 Further assurances

Healthscope will execute documents and do all things and acts necessary or expedient in order to implement this Scheme.

### 7.4 Authority of Healthscope

Each of the Scheme Shareholders consents to Healthscope doing all things necessary for or incidental to the implementation of this Scheme.

### 7.5 Scheme binding

This Scheme binds Healthscope and all Scheme Shareholders from time to time (including those who do not attend the Scheme Meeting, those who do not vote at that meeting or vote against the Scheme) and, to the extent of any inconsistency, overrides the constitution of Healthscope.

### 7.6 Variation, cancellation or modification of rights

The Scheme Shareholders agree to the transfer of their Healthscope Shares in accordance with this Scheme and agree to the variation, cancellation or modification of the rights attached to their Healthscope Shares constituted or resulting from this Scheme (if any).

### 7.7 Beneficial entitlement to Scheme Shares

As at the Close of Trading, pending registration by Healthscope of BidCo in the Register as the holder of the Scheme Shares:

- (a) BidCo will be beneficially entitled to the Scheme Shares transferred to it under this Scheme as at Close of Trading; and
- (b) each Scheme Shareholder:
  - (i) Irrevocably appoints BidCo as attorney and agent (and directs BidCo in each such capacity) to appoint any director nominated by BidCo as its sole proxy and, where appropriate, its corporate representative to attend shareholder meetings of Healthscope, exercise the votes attached to the Scheme Shares registered in the name of the Scheme Shareholder and sign any shareholders resolution of Healthscope, and the Scheme Shareholder may not itself attend or vote at any such meetings or sign any such resolutions, whether in person, by proxy or by corporate representative; and
  - (ii) must take all other actions in the capacity of a registered holder of Scheme Shares as BidCo reasonably directs.



## Appendix 2 - Scheme

### 7.8 Notices

Where a notice, transfer, transmission application or other communication referred to in the Scheme is sent by post to Healthscope, it will not be deemed to be received in the ordinary course of post or on a date other than the date (if any) on which it is actually received at Healthscope's registered office or at the office of the Registrar.

### 7.9 Alterations and conditions

If the Court proposes to approve this Scheme subject to any conditions or alterations under section 411(6) of the Corporations Act, Healthscope may, by its counsel on behalf of all persons concerned consent to only such of those conditions or alterations to this Scheme to which BidCo has consented, such consent not to be unreasonably withheld or delayed.

### 7.10 Stamp duty

All stamp duty, and any related fines and penalties (if any) payable in connection with this Scheme and each transaction effected by or made under this Scheme will be payable by BidCo.

### 7.11 Governing Law

The governing law of the Scheme is the law in force in the State of Victoria.

