

DATED 1 November 2004

PEGASUS MANAGEMENT HOLDINGS SCA

INHEALTH GROUP LIMITED

4620480

**SHARE SALE AND PURCHASE AGREEMENT**

relating to the acquisition of the entire issued  
share capital of Diagnostics and Imaging Limited, InHealth Facilities Management Limited,  
Beechwood Hall and Head Office Limited and Rocialle Holdings Limited



Macfarlanes  
10 Norwich Street  
London  
EC4A 1BD

## SHARE SALE AND PURCHASE AGREEMENT

DATE

*— 1 November —*

2004

### PARTIES

- 1 **PEGASUS MANAGEMENT HOLDINGS SCA**, a company incorporated and existing under the laws of Luxembourg, registered with the Luxembourg Trade and Company Register under number B.64001 having its registered office at 7 Parc d'Activité Syrdall, L-5365 Munsbach, Luxembourg ("the Transferor").
- 2 **INHEALTH GROUP LIMITED**, a company incorporated in England and Wales with Registered No. 4620480 whose registered office is at Beechwood Hall, Kingsmead Road, High Wycombe, Buckinghamshire HP11 1LJ ("the Transferee").

### RECITALS

- A The Companies are private companies limited by shares. Details of the Companies and the Transferee and of their respective share capitals are set out in the Schedule. Details of subsidiaries of any of the Companies are set out in Part 2 of the Schedule.
- B The Transferor has agreed to sell, and the Transferee has agreed to buy, the Sale Shares on the terms and subject to the conditions set out in this Agreement.

### AGREEMENT

#### 1 Definitions and interpretation

- 1.1 In this Agreement, the following words and expressions shall have the following meanings:-

**the Companies:** Diagnostics and Imaging Limited, InHealth Facilities Management Limited, Rocialle Holdings Limited and Beechwood Hall and Head Office Limited details of which are set out in the Schedule;

**the Consideration Shares:** the Beechwood Consideration Shares, the DIL Consideration Shares, the IFML Consideration Shares and the RHL Consideration Shares;

**the Beechwood Consideration Shares:** 1 ordinary share of £1 in the capital of the Transferee to be issued to the Transferor at a premium of £3 in the capital of the Transferee credited as fully paid;

**the Beechwood Sale Shares:** the 3 ordinary shares of £1 in the capital of Beechwood Hall & Head Office Limited in issue fully paid at the date of this Agreement;

**the DIL Consideration Shares:** <sup>704304</sup>~~719,116~~ ordinary shares of 1 each in the capital of the Transferee to be issued to the Transferor at an aggregate premium of ~~£38,112,905~~ in the capital of the Transferee credited as fully paid;

~~£37,112,905~~

*LN*  
*PN*

the DIL Sale Shares: all the 1,000,000 ordinary shares of £1 each in the capital of Diagnostics and Imaging Limited in issue fully paid at the date of this Agreement;

35437  
the IFML Consideration Shares: ~~20,622~~ ordinary shares of £1 each in the capital of the Transferee to be issued to the Transferor at an aggregate premium of ~~£1,092,975~~ credited as fully paid;  
£1,791,600

the IFML Sale Shares: all the 500,490 ordinary shares of £1 each in the capital of InHealth Facilities and Management Limited in issue fully paid at the date of this Agreement;

the Rocialle Holdings Consideration Shares: 259,261 ordinary shares of £1 each in the capital of the Transferee to be issued to the Transferor at an aggregate premium of 13,740,739 in the capital of the Transferee credited as fully paid;

the Rocialle Holdings Sale Shares: all the 1,000,000 ordinary shares of £1 each in the capital of Rocialle Holdings Limited in issue fully paid at the date of this Agreement; and

the Sale Shares: the DIL Sale Shares, the Rocialle Holdings Sale Shares, the IFML Sale Shares and the Beechwood Sale Shares.

- 1.2 The Recitals and Schedule form part of this Agreement and shall have the same force and effect as if set out in the body of this Agreement. Any reference to this Agreement shall include the Recitals and Schedule.
- 1.3 The headings contained in this Agreement are for the purposes of convenience only and do not form part of and shall not affect the construction of this Agreement or any part of it.

## 2 Sale and purchase

The Transferor agrees to sell with full title guarantee free from all liens, charges, encumbrances and any other third party rights and the Transferee agrees to purchase the Sale Shares with effect from and including the date of this Agreement to the intent that as from that date all rights and advantages accruing to the Sale Shares, including any dividends or distributions declared or paid on the Sale Shares after that date, shall belong to Transferee.

## 3 Warranties

The Transferor warrants that:

- 3.1 the Transferor has full power and authority to enter into and perform this Agreement and the Agreement when executed will constitute binding obligations on the Transferor in accordance with their respective terms;
- 3.2 the Transferor is the registered holder of and is entitled to sell and transfer to the Transferee the full legal and beneficial ownership of the Sale Shares free from all encumbrances on the terms of this Agreement, without the consent of any person;

- 3.3 the Transferor is entitled to sell and transfer the Sale Shares to the Transferee with full title guarantee as such term is expressed to have effect under this Agreement and otherwise upon the terms of this Agreement;
- 3.4 the Sale Shares constitute the whole of the issued and allotted share capital of the Companies and are fully paid or credited as fully paid;
- 3.5 there is not, nor is there any agreement or arrangement to create, any encumbrance on, over or affecting any of the Sale Shares and no claim has been made by any person to be entitled to any of the foregoing;
- 3.6 the Companies have no subsidiaries or subsidiary undertakings save as set out in Part 2 of the Schedule; and
- 3.7 the details set out in the Schedule are true and accurate in all respects.

#### **4 Consideration**

The consideration for the sale of the Sale Shares shall be the issue by the Transferee of the Consideration Shares to the Transferor.

#### **5 Completion**

Completion shall take place on the date of this Agreement when:-

- 5.1 the Transferor shall deliver to the Transferee a duly executed, but undated, stock transfer form in favour of the Transferee in respect of the Sale Shares; and
- 5.2 subject to registration of the stock transfer form, the Transferee shall allot and issue the Consideration Shares to the Transferor and shall deliver to the Transferor a duly executed share certificate in respect of the Consideration Shares.

#### **6 Entire Agreement**

This Agreement constitutes the entire agreement between the parties in relation to the subject matter of this Agreement.

#### **7 Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of this Agreement.

**Executed** on the date set out on page 1 of this Agreement

## SCHEDULE

### Part 1

#### Details of Diagnostics and Imaging Limited

Registered Number:	5190234
Registered Office:	Beechwood Hall, Kingsmead Road, High Wycombe, Buckinghamshire HP11 1LJ
Authorised Share Capital:	1,000,000 ordinary shares of £1
Issued Share Capital:	1,000,000 ordinary shares of £1
Shareholder:	Pegasus Management Holdings SCA

#### Details of InHealth Facilities Management Limited

Registered Number:	5671867 <sup>3381546</sup>
Registered Office:	Beechwood Hall, Kingsmead Road, High Wycombe, Buckinghamshire HP11 1JL
Authorised Share Capital:	800,000 ordinary shares of £1
Issued Share Capital:	500,490 ordinary shares of £1
Shareholder:	Pegasus Management Holdings SCA



#### **Details of Beechwood Hall and Head Office Limited**

Registered Number:	5233645
Registered Office:	Beechwood Hall, Kingsmead Road, High Wycombe, Buckinghamshire HP11 1JL
Authorised Share Capital:	1,000,000 ordinary shares of £1
Issued Share Capital:	3 ordinary shares of £1
Shareholder:	Pegasus Management Holdings SCA

#### **Details of Rociale Holdings Limited**

Registered Number:	5233571
Registered Office:	Beechwood Hall, Kingsmead Road, High Wycombe, Buckinghamshire HP11 1JL
Authorised Share Capital:	1,000,000 ordinary shares of £1
Issued Share Capital:	1,000,000 ordinary shares of £1
Shareholder:	Pegasus Management Holdings SCA

#### **Details of InHealth Group Limited**

Registered Number:	4620480
Registered Office:	Beechwood Hall, Kingsmead Road, High Wycombe, Buckinghamshire HP11 1JL
Authorised Share Capital:	5,000,000 ordinary shares of £1
Issued Share Capital:	1,000 ordinary shares of £1
Shareholder:	Pegasus Management Holdings SCA

**Part 2**  
**Subsidiaries**

**Details of InHealth (ACAD) Limited**

Registered Number:	3558087
Registered Office:	Beechwood Hall, Kingsmead Road, High Wycombe, Buckinghamshire HP11 1JL
Authorised Share Capital:	100 ordinary shares of £1
Issued Share Capital:	2 ordinary shares of £1
Shareholder:	Diagnostics and Imaging Limited (registration as sole shareholder pending)

**Details of Cardinal InHealth Limited**

Registered Number:	2594764
Registered Office:	Beechwood Hall, Kingsmead Road, High Wycombe, Buckinghamshire HP11 1JL
Authorised Share Capital:	4,500,000 ordinary shares of £0.01
Issued Share Capital:	2,952,644 ordinary shares of £0.01
Shareholder:	Diagnostics and Imaging Limited (registration as sole shareholder pending)

**Details of Quantum Imaging Limited**

Registered Number:	3725019
Registered Office:	Beechwood Hall, Kingsmead Road, High Wycombe, Buckinghamshire HP11 1JL
Authorised Share Capital:	600,000 ordinary shares of £0.50 each
Issued Share Capital:	250,000 ordinary shares of £0.50 each
Shareholder:	Diagnostics and Imaging Limited (registration as sole shareholder pending)

### **Details of Lister Bestcare Limited**

Registered Number: 3947402

Registered Office: Beechwood Hall, Kingsmead Road, High Wycombe, Buckinghamshire HP11 1JL

Authorised Share Capital: 1,500,000 ordinary shares of £1 each

Issued Share Capital: 1,00,001 ordinary shares of £1 each

Shareholder: Diagnostics and Imaging Limited (registration as sole shareholder pending)

### **Details of The London P.E.T. Centre Limited**

Registered Number: 3892078

Registered Office: Beechwood Hall, Kingsmead Road, High Wycombe, Buckinghamshire HP11 1JL

Authorised Share Capital: 1,000 ordinary shares of £1 each

Issued Share Capital: 1,000 ordinary shares of £1 each

Shareholder: Diagnostics and Imaging Limited (registration as sole shareholder pending)

### **Details of Mobile P.E.T. Leasing Limited**

Registered Number: 3896465

Registered Office: Beechwood Hall, Kingsmead Road, High Wycombe, Buckinghamshire HP11 1JL

Authorised Share Capital: 1,000 ordinary shares of £1 each

Issued Share Capital: 1,000 ordinary shares of £1 each

Shareholder: Diagnostics and Imaging Limited (registration as sole shareholder pending)



SIGNED by PEGASUS  
MANAGEMENT HOLDINGS SCA )  
duly represented by <sup>Alan Gibson +</sup> Phil Whitecross )  
pursuant to a proxy given )  
on 28 October 2004 )

P. Whitecross

SIGNED by Alan Gibson + Phil Whitecross  
for and on behalf of INHEALTH )  
GROUP LIMITED )  
in the presence of:- )

P. Whitecross

MB  
Michael Berneer  
10 Nourse Street  
EC4A 1BD