



TRADE PRACTICES ACT 1974

**Undertaking to the Australian Competition and Consumer Commission given for the
purposes of 87B of the Trade Practices Act 1974**

By

MIA Group Limited

(ACN 080 020 104)

September 2004

Interpretation

The following rules of interpretation apply unless the context requires otherwise.

- (a) Headings are for convenience only and do not affect interpretation.
- (b) The singular includes the plural and conversely.
- (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a paragraph, clause, annexure or schedule is to a paragraph or clause of, or annexure or schedule to, the Undertaking.
- (e) A reference to any agreement or document (including the Undertaking) is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time.
- (f) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.
- (g) A reference to conduct includes any omission and any statement or undertaking, whether or not in writing.
- (h) Mentioning anything after include, includes or including does not limit what else might be included.
- (i) A reference to “the Undertaking” is a reference to all of the provisions of this document.

Definitions

Act means the Trade Practices Act 1974 (Cth);

Calvary Business means the diagnostic imaging business conducted at the Calvary Clinic;

Calvary Clinic means the clinic operated by the MIA Group at 89 Strangways Terrace, North Adelaide SA 5006 within the Calvary Hospital;

Calvary Hospital means the hospital also known as Calvary Health Care Adelaide operated by the Little Company of Mary;

Commission means the Australian Competition and Consumer Commission;

Contract means, in relation to a Relevant Divestiture Business, a contract between MIA and any third party, including but not limited to a private hospital, a finance provider, a landlord, an equipment lessor and the staff of the Relevant Divestiture Business that was in existence on 7 June 2004, or entered into after 7 June 2004, and continues to be in existence as at the date on which the Undertakings commenced that relates to the Relevant Divestiture Business;

Control Date means the date on which all the issued shares in MIA are registered in the name of I-Med or another member of the DCA Group;

Customer Service Levels includes the availability, range, quality and frequency of services provided at, and the hours of operation of, a Relevant Divestiture Business;

DCA means DCA Group Limited (ACN 002 808 746);

DCA Group means DCA and its Related Bodies Corporate (and includes, from the Control Date, the MIA Group);

DCA Undertaking means the Undertaking provided to and accepted by the Commission in relation to the Proposed Acquisition;

Divestiture Businesses means the Calvary Business, Ingleview Business, Mayo Business, Memorial Business, the Salisbury Business, the Europa Business and the Mitcham/Hawthorn Business (and **Divestiture Business** means any one of them);

Divestiture Clinics means the Calvary Clinic, the Ingleview Clinic, the Mayo Clinic, the Memorial Clinic, the Salisbury Clinic, the Europa Clinic and the Mitcham/Hawthorn Clinic (and **Divestiture Clinic** means any one of them);

Europa Business means the diagnostic imaging business conducted at the Europa Clinic;

Europa Clinic means the clinic operated by the DCA Group at Salisbury Highway, Salisbury Downs, South Australia;

I-Med means I-Med Limited (ACN 093 625 346);

Ingleview Business means the diagnostic imaging business conducted at the Ingleview Clinic;

Ingleview Clinic means the clinic operated by the DCA Group at 23 Roopena Street, Ingle Farm, South Australia;

Mayo Business means the diagnostic imaging business conducted at the Mayo Clinic;

Mayo Clinic means the clinic operated by the MIA Group at 168 Ward Street, North Adelaide South Australia 5006;

Memorial Business means the diagnostic imaging business conducted at the Memorial Clinic and includes the Memorial MRI Unit;

Memorial Clinic means a clinic operated by the MIA Group at Sir Edwin Smith Avenue, North Adelaide South Australia 5006 in the Memorial Hospital owned by The Adelaide Community Healthcare Alliance (ACHA) and managed by Healthscope Limited;

Memorial MRI Unit means the GLX Hi-Speed MRI Unit with the serial number G144 at the Memorial Clinic which has “eligible equipment” status within the meaning of rule 35 of schedule 1 of the *Health Insurance (Diagnostic Imaging Services Table) Regulations 2003* (Cth);

MIA means MIA Group Limited (ACN 080 020 104);

MIA Group means MIA and its Related Bodies Corporate;

Mid-North Rural/Barossa means the local government areas of Clare & Gilbert Valleys, Goyder, Mount Remarkable, Northern Areas, Orroroo/Carrieton, Peterborough, Port Pirie City & Districts, Wakefield, Barossa and Light;

Mitcham/Hawthorn Business means the diagnostic imaging business conducted at the Mitcham/Hawthorn Clinic;

Mitcham/Hawthorn Clinic means the clinic operated by the DCA Group at 80 Belair Road, Hawthorn, South Australia;

Proposed Acquisition means the proposed acquisition of MIA by DCA as described in paragraph 2 of the Undertaking;

Related Body Corporate in relation to a company, means any other company which would be deemed to be related to the first named company by the operation of section 4A(5) of the Act;

Relevant Divestiture Businesses means the Memorial Business, the Mayo Business and the Calvary Business (and **Relevant Divestiture Business** means any one of them); and

Relevant Markets include markets for the supply of:

- (a) MRI services;
- (b) nuclear medicine services; and
- (c) other diagnostic imaging services,

excluding public hospital in-patients in:

- (d) Adelaide; and
- (e) the regional area encompassing at least the Mid-North Rural/Barossa;

Salisbury Business means the diagnostic imaging business conducted at the Salisbury Clinic;

Salisbury Clinic means the clinic operated by the DCA Group at 133 Frost Road, Salisbury, South Australia.

Background

1. MIA and DCA are both Australian public limited companies listed on the Australian Stock Exchange. Both DCA (through its wholly owned subsidiary, I-Med) and MIA operate diagnostic imaging businesses in various locations throughout Australia, including South Australia.
2. On 7 June 2004, MIA, DCA and I-Med entered into an agreement which provided for the implementation of a scheme of arrangement under Part 5.1 of the Corporations Act, pursuant to which I-Med will acquire all of the shares in MIA (other than the 0.3% already held by the DCA Group) for approximately \$700 million.
3. The implementation of the scheme of arrangement (and hence the acquisition of MIA) remains subject to a number of conditions and approvals, including MIA shareholder approval, court approval, and approval by the Commission.
4. The Commission has made market enquiries and considered information provided by the parties and other industry participants. The Commission's enquiries were aimed at assessing whether or not the Proposed Acquisition was likely to substantially lessen competition in any substantial Australian market, in breach of section 50 of the Act.
5. The Commission has expressed concerns that the Proposed Acquisition would be likely to breach section 50 of the Act in separate markets for the provision of MRI services, nuclear medicine services, and other diagnostic imaging services, excluding public hospital in-patients, in Adelaide and in the regional area encompassing at least the Mid-North Rural/Barossa.
6. The DCA Undertaking provides for the divestiture of the Divestiture Businesses to overcome the Commission's concerns in relation to the Proposed Acquisition.

7. Up until the Control Date, the Relevant Divestiture Businesses are operated by MIA and the Commission expressed concerns that prior to the Control Date the condition of the Relevant Divestiture Businesses may deteriorate. MIA, on a without prejudice basis, offers the Undertakings contained in this document to overcome the Commission's concerns in relation to the condition of the Relevant Divestiture Businesses prior to the Control Date.
8. The Commission is of the view that, taking into account, and subject to the implementation of, the Undertaking and the DCA Undertaking, its concerns in respect of the Proposed Acquisition will be overcome.

Commencement of Undertaking

9. The Undertaking comes into effect when:
 - (a) the Undertaking is executed by MIA; and
 - (b) the Undertaking so executed is accepted by the Commission,and terminates on the earlier of:
 - (c) the Control Date; and
 - (d) the date DCA or MIA makes a public announcement to the effect that the Proposed Acquisition will not proceed.

Undertakings

10. MIA must not, up until the Control Date, sell or transfer its interests in the Relevant Divestiture Businesses, or remove or make any material change to the assets, operations or businesses comprising the Relevant Divestiture Businesses (including, but not limited to, the Contracts, plant, equipment, brands and trade marks, staffing levels, management, premises, stock levels, raw material levels and Customer Service Levels).

11. MIA must, up until the Control Date, take all reasonable steps to ensure that:
 - (a) each of the Relevant Divestiture Businesses is managed and operated in the ordinary course of business as a fully operational, competitive going concern and in such a way that preserves the goodwill of the Relevant Divestiture Business; and
 - (b) each of the Relevant Divestiture Businesses and each material asset within any of the Relevant Divestiture Businesses is maintained in good working order and as fully operational on the Control Date as they were on the day on which the Undertaking commenced.
12. Up until the Control Date MIA will use its best endeavours to ensure that any Contracts in existence on the date on which this Undertaking commenced are renewed on commercial terms no less favourable to the Relevant Divestiture Businesses.

Non-Compliance

13. MIA acknowledges that this Undertaking is Court-enforceable in accordance with section 87B of the Act and if MIA is unable to comply with its obligations as set out in this Undertaking due solely to circumstances outside of its control, or if the Commission considers that MIA is not complying with the spirit and intention of this Undertaking, then MIA and the Commission must review the Undertaking, and negotiate in good faith for the amendment or revocation of this Undertaking, having regard to the objective that competition in the Relevant Markets is not to be substantially lessened, prevented or hindered as a result of the Proposed Acquisition.
14. MIA acknowledges that paragraph 13 above shall not apply in respect of circumstances that arise, whether directly or indirectly, by virtue of any act, matter or thing done by or on behalf of MIA or the failure of MIA to do any act, matter or thing.

Obligations to procure and notify

15. MIA will use its best endeavours to procure a Related Body Corporate of MIA to take action or to refrain from taking action when the performance by MIA of an obligation

under this Undertaking requires a Related Body Corporate of MIA to take some action or refrain from taking some action.

Confidentiality

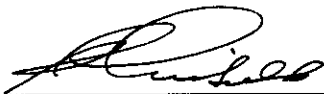
16. MIA acknowledges that the Commission will make this Undertaking available for public inspection.
17. MIA acknowledges that the Commission will from time to time publicly refer to this Undertaking.

No derogation

18. This Undertaking does not prevent the Commission from taking enforcement action at any time whether during or after the period of the Undertaking in respect of any breach by the MIA Group of this Undertaking.
19. Nothing in this Undertaking is intended to restrict the right of the Commission to take action under the Act for penalties, divestiture or any other remedy/s in the event that MIA contravenes or is knowingly concerned in a contravention of the Act relating to the Proposed Acquisition.

Signed by MIA Group Limited (ACN 080 020 104)

by:



Signature of Director

PAUL A. MIRABELLE

Name of Director (please print)



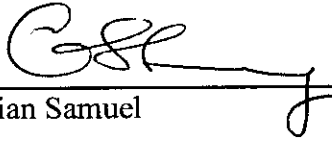
Signature of Director/Secretary

CRAIG JONES

Name of Director/Secretary (please print)

This 14 day of September 2004

**The Undertaking offered by MIA Group Limited (ACN 080 020 104) is Accepted by
The Australian Competition & Consumer Commission pursuant to Section 87B of
the Trade Practices Act 1974**



Graeme Julian Samuel
Chairman

This 16th day of September 2004