

**Form 603**  
Corporations Act 2001  
Section 671B

**Notice of initial substantial holder**

To Company Name/Scheme Japara Healthcare Limited

ACN/ARSN 168 631 052

**1. Details of substantial holder (1)**

Name Japara Healthcare Limited

ACN/ARSN (if applicable) 168 631 052

The holder became a substantial holder on 22 April 2014

**2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

| Class of securities (4)    | Number of securities | Person's votes (5) | Voting power (6) |
|----------------------------|----------------------|--------------------|------------------|
| Fully paid ordinary shares | 15,700,000           | 15,700,000         | 5.98%            |

**3. Details of relevant interests**

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

| Holder of relevant interest | Nature of relevant interest (7)                                                                                                                                                                                                                                                                                                                                                                                                            | Class and number of securities        |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Japara Healthcare Limited   | Restriction on disposal of shares under voluntary escrow arrangements disclosed in Japara Healthcare Limited's replacement prospectus dated 11 April 2014 gives Japara Healthcare Limited a technical "relevant interest" in its own shares under section 608(1)(c) of the Corporations Act 2001 (Cth). However, Japara Healthcare Limited has no right to acquire these shares or to control the voting rights attaching to these shares. | 15,700,000 fully paid ordinary shares |

**4. Details of present registered holders**

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

| Holder of relevant interest | Registered holder of securities                                                   | Person entitled to be registered as holder (8)                                    | Class and number of securities        |
|-----------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------|
| Japara Healthcare Limited   | Ashens Properties Pty Ltd (as trustee for the Sudholz Family Discretionary Trust) | Ashens Properties Pty Ltd (as trustee for the Sudholz Family Discretionary Trust) | 15,700,000 fully paid ordinary shares |

**5. Consideration**

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

| Holder of relevant interest | Date of acquisition | Consideration (9) |                                                                                                                                                                                               | Class and number of securities        |
|-----------------------------|---------------------|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
|                             |                     | Cash              | Non-cash                                                                                                                                                                                      |                                       |
| Japara Healthcare Limited   | 22 April 2014       |                   | Non-cash pursuant to a voluntary escrow deed between Japara Healthcare Limited and Ashens Properties Pty Ltd (as trustee for the Sudholz Family Discretionary Trust), attached as Annexure A. | 15,700,000 fully paid ordinary shares |

**6. Associates**

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

| Name and ACN/ARSN (if applicable) | Nature of association |
|-----------------------------------|-----------------------|
| Not applicable                    | Not applicable        |

**7. Addresses**

The addresses of persons named in this form are as follows:

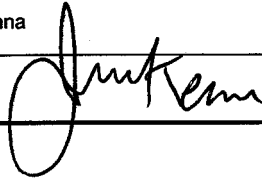
| Name                      | Address                                                                                                      |
|---------------------------|--------------------------------------------------------------------------------------------------------------|
| Japara Healthcare Limited | Q1 Building Level 4, 1 Southbank Boulevard, Southbank VIC 3006<br>PO Box 16082, Collins Street West VIC 8007 |

**Signature**

print name John McKenna

capacity Company Secretary

sign here



date 22 /04/2014

**DIRECTIONS**

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
  - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

**Japara Healthcare Limited (ACN 168 631 052)**

**Annexure A**

This is Annexure A of 21 pages referred to in Form 603 – Notice of initial substantial holder

Signed:

A handwritten signature in black ink, appearing to read 'John McKenna', written over a large, loopy initial 'J'.

Name: John McKenna

Date: 22 APRIL 2014



HERBERT  
SMITH  
FREEHILLS

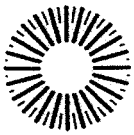
## Voluntary Escrow Deed

---

The party specified in Item 1 of Schedule 1 (Holder)

The party specified in Item 4 of Schedule 1 (Controller)

Japara Healthcare Limited



# Contents

## Table of contents

|          |                                                    |           |
|----------|----------------------------------------------------|-----------|
| <b>1</b> | <b>Definitions and interpretation</b>              | <b>1</b>  |
| 1.1      | Definitions.....                                   | 1         |
| 1.2      | Interpretation .....                               | 3         |
| 1.3      | Compliance with Listing Rules .....                | 3         |
| <b>2</b> | <b>Escrow</b>                                      | <b>4</b>  |
| 2.1      | Holder restrictions during Escrow Period .....     | 4         |
| 2.2      | Controller restrictions during Escrow Period ..... | 4         |
| 2.3      | Escrow restrictions .....                          | 4         |
| 2.4      | Exception.....                                     | 4         |
| 2.5      | Notice .....                                       | 5         |
| <b>3</b> | <b>Termination</b>                                 | <b>5</b>  |
| <b>4</b> | <b>Warranties and acknowledgment</b>               | <b>5</b>  |
| 4.1      | Giving of warranties .....                         | 5         |
| 4.2      | Warranties .....                                   | 5         |
| 4.3      | Acknowledgment.....                                | 6         |
| 4.4      | Survival of representations and warranties.....    | 6         |
| <b>5</b> | <b>Consequences of breaching this deed</b>         | <b>6</b>  |
| <b>6</b> | <b>Amendment</b>                                   | <b>7</b>  |
| <b>7</b> | <b>General</b>                                     | <b>7</b>  |
| 7.1      | Governing law and jurisdiction .....               | 7         |
| 7.2      | Counterparts.....                                  | 7         |
| 7.3      | Further assurances .....                           | 7         |
| 7.4      | Notices .....                                      | 8         |
| 7.5      | Time of Essence .....                              | 8         |
|          | <b>Schedule 1</b>                                  | <b>9</b>  |
|          | <b>Signing page</b>                                | <b>10</b> |



## Voluntary escrow deed

---

Date ► 4 April 2014

---

Between the parties

---

|         |                                                                                                                               |
|---------|-------------------------------------------------------------------------------------------------------------------------------|
| Company | <b>Japara Healthcare Limited</b><br>ACN 168 631 052<br>of Level 4, Q1 Building, 1 Southbank Boulevard, Southbank, VIC<br>3006 |
|---------|-------------------------------------------------------------------------------------------------------------------------------|

---

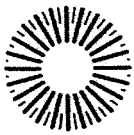
|            |                                              |
|------------|----------------------------------------------|
| Controller | The party identified in Item 4 of Schedule 1 |
|------------|----------------------------------------------|

---

|        |                                              |
|--------|----------------------------------------------|
| Holder | The party identified in Item 1 of Schedule 1 |
|--------|----------------------------------------------|

---

This deed witnesses as follows:



## 1 Definitions and interpretation

---

### 1.1 Definitions

The meanings of the terms used in this deed are set out below.

| Term                       | Meaning                                                                                                                                                                                                                                                                                                                 |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Allotment</b>           | the date Shares are issued pursuant to the Prospectus.                                                                                                                                                                                                                                                                  |
| <b>ASX</b>                 | ASX Limited (ACN 008 624 691) or the market it operates as the context requires.                                                                                                                                                                                                                                        |
| <b>ASX Settlement</b>      | means ASX Settlement Pty Ltd (ABN 49 008 504 532).                                                                                                                                                                                                                                                                      |
| <b>Business Day</b>        | a day on which banks are open for business in Melbourne, other than a Saturday, Sunday or public holiday Melbourne.                                                                                                                                                                                                     |
| <b>Business Hour</b>       | 9.00 am to 5.00 pm on any Business Day.                                                                                                                                                                                                                                                                                 |
| <b>Closing Price</b>       | the price of the Shares at the close of trade on ASX on of the relevant Trading Day.                                                                                                                                                                                                                                    |
| <b>Controller</b>          | the party specified in Item 4 of Schedule 1.                                                                                                                                                                                                                                                                            |
| <b>Controller Interest</b> | in respect of a Controller, the securities, economic interests or other interests in the Holder or the Restricted Shares in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, as set out in Item 4 of Schedule 1.                                 |
| <b>Corporations Act</b>    | <i>Corporations Act 2001</i> (Cth).                                                                                                                                                                                                                                                                                     |
| <b>Dealing</b>             | in respect of any Restricted Share, means to: <ul style="list-style-type: none"><li>• dispose of, or agree or offer to dispose of, that Restricted Share or any legal, beneficial or economic interest in that Restricted Share;</li><li>• create, or agree or offer to create, any Security Interest in that</li></ul> |



| Term                                | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                     | <p>Restricted Share or any legal, beneficial or economic interest in that Restricted Share; or</p> <ul style="list-style-type: none"><li>do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Share or any legal, beneficial or economic interest in that Restricted Share.</li></ul> <p>Deal and Dealt each have a corresponding meaning.</p>                                                                                     |
| <b>Escrow Period</b>                | the period set out in Item 3 of Schedule 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Holder</b>                       | the party specified in Item 1 of Schedule 1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Holding Lock</b>                 | has the meaning in Section 2 of the ASX Settlement Operating Rules.                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Issuer Sponsored Subregister</b> | the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.                                                                                                                                                                                                                                                                                                                                                               |
| <b>Listing Rules</b>                | the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the Company is listed). |
| <b>Offer</b>                        | means the offer of Shares pursuant to the Prospectus.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Offer Price</b>                  | means the 'Offer Price' as defined in the Prospectus.                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Prospectus</b>                   | means the prospectus to be issued by the Company dated on or about 4 April 2014 and lodged with ASIC on that date.                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Restricted Shares</b>            | <ul style="list-style-type: none"><li>All of the Shares in the Company held by the Holder on the date of Allotment; and</li><li>any securities in the Company attaching to or arising out of those Shares.</li></ul>                                                                                                                                                                                                                                                                                                    |



| Term                         | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Security Interest</b>     | <p>an interest or power:</p> <ul style="list-style-type: none"><li>• reserved in or over an interest in any securities including, but not limited to, any retention of title;</li><li>• created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, and</li><li>• any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</li></ul> |
| <b>Share</b>                 | <p>a share in the Company.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Trading Day</b>           | <p>a 'trading day' as defined in the Listing Rules.</p>                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Voluntary Escrow Deed</b> | <p>a voluntary escrow deed entered into in connection with the initial public offering of Shares in the Company.</p>                                                                                                                                                                                                                                                                                                                                                         |

## 1.2 Interpretation

In this deed including the recitals unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a party includes its successors, personal representatives and transferees;
- (c) words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- (d) every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group; and
- (e) the schedules form part of this deed.

## 1.3 Compliance with Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this deed, if the Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;



- (e) if the Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

## 2 Escrow

---

### 2.1 Holder restrictions during Escrow Period

Subject to clause 2.4, the Holder must not Deal in the Restricted Shares during the Escrow Period.

### 2.2 Controller restrictions during Escrow Period

Subject to clause 2.4, the Controller must not Deal in the Controller Interests during the Escrow Period.

### 2.3 Escrow restrictions

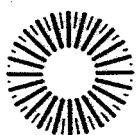
The parties acknowledge and agree that:

- (a) as soon as practicable following the issues or transfers of the Restricted Shares, as applicable, to the Holder, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is released:
  - (1) to the extent necessary to permit disposals of Restricted Shares permitted by this deed; and
  - (2) in full at the conclusion of the Escrow Period, including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.

### 2.4 Exception

During the Escrow Period, the Holder or the Controller may Deal in any of its Restricted Shares or Controller Interests (as relevant) if the Dealing arises solely as a result of:

- (a) the acceptance of a bona fide takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid;
- (b) the transfer or cancellation of the Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act,



or if the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

## 2.5 Notice

If the Holder or Controller becomes aware:

- (a) that a Dealing in any Restricted Shares or Controller Interests has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares or Controller Interests during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

## 3 Termination

---

This deed terminates if the Company is not admitted to the official list of the ASX by 30 June 2014.

## 4 Warranties and acknowledgment

---

### 4.1 Giving of warranties

The Holder and the Controller each give the warranties and representations in favour of the Company as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

### 4.2 Warranties

Each of the Holder and Controller jointly and severally represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder or Controller have entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:
  - (1) any applicable law, regulation or authorisation;
  - (2) its constitution or other constituent documents (or, if the Holder or Controller is a Trustee, the trust deed for the Trust); or



- (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Controller;
- (h) the Holder holds the Restricted Shares set out in Item 2 of Schedule 1 and the Controller holds the Controller Interests set out in Item 4 of Schedule 1;
- (i) the Restricted Shares, as set out in Item 2 of Schedule 1 are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company;
- (j) the Controller Interests set out in Item 4 of Schedule 1 are all the securities, economic interests or other interests in the Holder or the Restricted Shares in which the Controller has an interest;
- (k) if the Holder or Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (l) if the Holder or Controller is a Trustee:
  - (1) the Holder or Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and Holder or Controller has not released or disposed of its equitable lien over that trust; and
  - (2) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettlement the Trust.

### 4.3 Acknowledgment

The Holder and the Controller each acknowledge that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

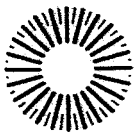
### 4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

## 5 Consequences of breaching this deed

---

- (a) If the Holder or Controller breaches this deed (a **Defaulting Party**), each of the following applies:



- (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach;
  - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company); and
  - (3) the Defaulting Party will cease to be entitled to any dividends, distributions or voting rights attaching to its Restricted Shares while the breach continues.
- (b) If the Holder or Controller breach this deed, the Holder and Controller each acknowledge and agree that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 or clause 2.2 and each of the Holder and Controller agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its other rights or remedies.

## 6 Amendment

---

This deed may not be amended without the prior written consent of the parties.

## 7 General

---

### 7.1 Governing law and jurisdiction

- (a) This deed is governed by the law in force in Victoria.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

### 7.2 Counterparts

This deed may be executed in any number of counterparts.

### 7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.



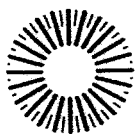
#### **7.4 Notices**

A Notice is regarded as given by a party to another party, at the time of delivery of that Notice to the address, or transmission of that Notice by facsimile to the facsimile number, which is specified in the address of that other party, unless in the case of a transmission by facsimile:

- (a) the machine from which that Notice is transmitted indicates a malfunction in that transmission;
- (b) that other party gives Notice within the next Business Day, to the first-mentioned party of an incomplete transmission to that other party of the Notice of the first-mentioned party; or
- (c) that Notice is delivered or transmitted by facsimile, other than during Business Hours, in which case, that Notice is regarded as given by that party at the beginning of the next Business Hour.

#### **7.5 Time of Essence**

Time is of the essence to this deed.



## Schedule 1

### Holder and Restricted Share details

---

|               |                        |                                                                                                                                                                                                 |
|---------------|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item 1</b> | 1 Holder               | Ashens Properties Pty Ltd ACN 007 159 917 as trustee for the Sudholz Family Discretionary Trust                                                                                                 |
|               | 2 Holder address       |                                                                                                                                                                                                 |
| <hr/>         |                        |                                                                                                                                                                                                 |
| <b>Item 2</b> | Restricted Shares      | All Shares held by the Holder as at the date of Allotment.                                                                                                                                      |
| <hr/>         |                        |                                                                                                                                                                                                 |
| <b>Item 3</b> | Escrow Period          | the period commencing on the date of Allotment and ending on the date the audited financial accounts of the Company for the financial year ended on 30 June 2015 have been released to the ASX. |
| <hr/>         |                        |                                                                                                                                                                                                 |
| <b>Item 4</b> | 1 Controllers          | <ul style="list-style-type: none"><li>• Andrew Sudholz</li><li>• Jo Anne Marie Sudholz</li></ul>                                                                                                |
|               | 2 Controller Interests | <ul style="list-style-type: none"><li>• Shareholders of the Holder</li></ul>                                                                                                                    |

---



## Signing page

Executed as a deed

---

Signed sealed and delivered by  
**Japara Healthcare Limited**  
by

*sign here* ► \_\_\_\_\_  
Company Secretary/Director

*print name* \_\_\_\_\_

*sign here* ► \_\_\_\_\_  
Director

*print name* \_\_\_\_\_

---

Signed sealed and delivered by  
**Andrew Sudholz**

*sign here* ► \_\_\_\_\_

*print name* \_\_\_\_\_

in the presence of

*sign here* ► \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_

---



Signed sealed and delivered by  
**Jo Anne Marie Sudholz**

*sign here* ► \_\_\_\_\_

*print name* \_\_\_\_\_

in the presence of

*sign here* ► \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_

\_\_\_\_\_

Signed sealed and delivered by  
**Ashens Properties Pty Ltd**  
by

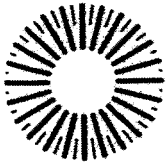
*sign here* ► \_\_\_\_\_  
Company Secretary/Director

*print name* \_\_\_\_\_

*sign here* ► \_\_\_\_\_  
Director

*print name* \_\_\_\_\_

\_\_\_\_\_



HERBERT  
SMITH  
FREEHILLS

Deed

## Voluntary Escrow Deed - Amending deed

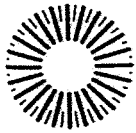
---

Mr Andrew Sudholz

Ms Jo Anne Marie Sudholz

Ashens Properties Pty Ltd as trustee for the  
Sudholz Family Discretionary Trust

Japara Healthcare Limited



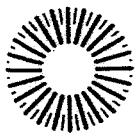
## Contents

### Table of contents

---

|          |                                                                  |          |
|----------|------------------------------------------------------------------|----------|
| <b>1</b> | <b>Definitions and interpretation</b>                            | <b>2</b> |
|          | 1.1 Definitions.....                                             | 2        |
|          | 1.2 Interpretation .....                                         | 2        |
| <b>2</b> | <b>Amendment to Principal Agreement</b>                          | <b>2</b> |
|          | 2.1 Amendment.....                                               | 2        |
|          | 2.2 Amendments not to affect validity, rights, obligations ..... | 2        |
|          | 2.3 Confirmation .....                                           | 2        |
|          | 2.4 Acknowledgement.....                                         | 3        |
| <b>3</b> | <b>General</b>                                                   | <b>3</b> |
|          | 3.1 Governing law and jurisdiction .....                         | 3        |
|          | 3.2 Further action to be taken at each party's own expense ..... | 3        |
|          | 3.3 Counterparts.....                                            | 3        |
|          | <b>Signing page</b>                                              | <b>4</b> |

Herbert Smith Freehills owns the copyright in this document and using it without permission is strictly prohibited.



## Voluntary Escrow Deed - Amending deed

---

Date ► April 2014

### Between the parties

---

---

|         |                                                                                                                                |
|---------|--------------------------------------------------------------------------------------------------------------------------------|
| Company | <b>Japara Healthcare Limited</b><br>ACN 168 631 052<br><br>of Level 4, Q1 Building, 1 Southbank Boulevard, Southbank, VIC 3006 |
|---------|--------------------------------------------------------------------------------------------------------------------------------|

---

|             |                                                                                                                                                                                                                 |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Controllers | <b>Ms Jo Anne Marie Sudholz</b><br>c/- Level 4, Q1 Building, 1 Southbank Boulevard, Southbank, VIC 3006<br><br><b>Mr Andrew Sudholz</b><br>c/- Level 4, Q1 Building, 1 Southbank Boulevard, Southbank, VIC 3006 |
|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

---

|        |                                                                                                                                                                                    |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Holder | <b>Ashens Properties Pty Ltd</b> as trustee for the Sudholz Family Discretionary Trust<br><br>ACN 007 159 917 c/- Level 4, Q1 Building, 1 Southbank Boulevard, Southbank, VIC 3006 |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

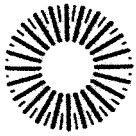
---

|          |                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Recitals | <ol style="list-style-type: none"><li>1 The parties entered into a voluntary escrow deed dated 4 April 2014 (<b>Principal Agreement</b>).</li><li>2 Clause 6 of the Principal Agreement provides that a variation of any term of the Principal Agreement requires the prior written consent of the parties.</li><li>3 The parties wish to amend the Principal Agreement in the manner set out in this deed.</li></ol> |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

---

This deed witnesses as follows:

---



## **1 Definitions and interpretation**

---

### **1.1 Definitions**

In this deed, a word or phrase defined in the Principal Agreement has the same meaning as in the Principal Agreement.

### **1.2 Interpretation**

Clause 1.2 of the Principal Agreement applies to this deed.

## **2 Amendment to Principal Agreement**

---

### **2.1 Amendment**

With effect on and from the date of this deed, the Principal Agreement is amended as follows:

- (a) insert the word 'and' at the end of clause 5(a)(1);
- (b) delete '; and' from the end of clause 5(a)(2) and replace with '.'; and
- (c) delete clause 5(a)(3).

### **2.2 Amendments not to affect validity, rights, obligations**

- (a) This deed is intended only to vary the Principal Agreement and not to terminate, discharge, rescind or replace it.
- (b) The amendments to the Principal Agreement do not affect the validity or enforceability of the Principal Agreement.
- (c) Nothing in this deed:
  - (1) prejudices or adversely affects any right, power, authority, discretion or remedy which arose under or in connection with the Principal Agreement before the date of this deed; or
  - (2) discharges, releases or otherwise affects any liability or obligation which arose under or in connection with the Principal Agreement before the date of this deed.

### **2.3 Confirmation**

On and with effect from the date of this deed, each party is bound by the Principal Agreement as amended by this deed.



## **2.4 Acknowledgement**

Each party acknowledges that this deed is issued in accordance with the Principal Agreement.

# **3 General**

---

## **3.1 Governing law and jurisdiction**

- (a) This deed is governed by the law in force in Victoria.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed.
- (c) Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

## **3.2 Further action to be taken at each party's own expense**

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this deed and the transactions contemplated by it.

## **3.3 Counterparts**

- (a) This deed may be executed in any number of counterparts.
- (b) All counterparts, taken together, constitute one instrument.
- (c) A party may execute this deed by signing any counterpart.



## Signing page

Executed as a deed

---

Signed sealed and delivered by  
**Japara Healthcare Limited**  
by

sign here ► \_\_\_\_\_  
Company Secretary/Director

print name \_\_\_\_\_

sign here ► \_\_\_\_\_  
Director

print name \_\_\_\_\_

---

Signed sealed and delivered by  
**Andrew Sudholz**

sign here ► \_\_\_\_\_

print name \_\_\_\_\_

in the presence of

sign here ► \_\_\_\_\_  
Witness

print name \_\_\_\_\_

---



Signed sealed and delivered by  
**Jo Anne Marie Sudholz**

*sign here* ► \_\_\_\_\_

*print name* \_\_\_\_\_

in the presence of

*sign here* ► \_\_\_\_\_  
Witness

*print name* \_\_\_\_\_

Signed sealed and delivered by  
**Ashens Properties Pty Ltd**  
by

*sign here* ► \_\_\_\_\_  
Company Secretary/Director

*print name* \_\_\_\_\_

*sign here* ► \_\_\_\_\_  
Director

*print name* \_\_\_\_\_