

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 Ashens Properties Pty Ltd (as trustee for the Sudholz Family Discretionary Trust)
ACN/ARSN (if applicable) 007 159 917

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
Ashens Properties Pty Ltd (as trustee for the Sudholz Family Discretionary Trust)	Relevant interest pursuant to a share sale agreement between, amongst others, Ashens Properties Pty Ltd (as trustee for the Sudholz Family Discretionary Trust) and Japara Healthcare Limited, a copy of which is attached at Annexure A.	15,700,000 fully paid ordinary shares
Andrew Sudholz	Relevant interest in shares that Ashens Properties Pty Ltd (as trustee for the Sudholz Family Discretionary Trust) has an interest in under section 608(3) of the Corporations Act as Andrew Sudholz is the effective controller of over 20% of the share capital of Ashens Properties Pty Ltd (as trustee for the Sudholz Family Discretionary Trust).	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
Ashens Properties Pty Ltd (as trustee for the Sudholz Family Discretionary Trust)	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
Ashens Properties Pty Ltd (as trustee for the Sudholz Family Discretionary Trust)	22 April 2014	\$17,980,216 cash consideration	
			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
Andrew Sudholz	Andrew Sudholz is by virtue of majority shareholding in the share capital of Ashens Properties Pty Ltd (as trustee for the Sudholz Family Discretionary Trust).

7. Addresses

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

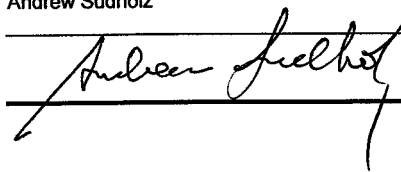
Name	Address
Ashens Properties Pty Ltd (as trustee for the Sudholz Family Discretionary Trust)	2 Ruhbank Avenue, Balwyn VIC 3103
Andrew Sudholz	2 Ruhbank Avenue, Balwyn VIC 3103

Signature

print name Andrew Sudholz

capacity Director

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.

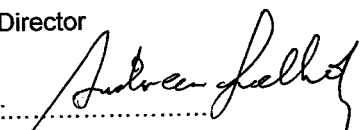
Annexure A

Ashens Properties Pty Ltd (as trustee for the Sudholz Family Discretionary Trust) ACN 007 159 917

THIS IS ANNEXURE 'A' OF 28 PAGES REFERRED TO IN FORM 603 (NOTICE OF INITIAL SUBSTANTIAL HOLDER)

print name: Andrew Sudholz

capacity: Director

Sign here: 

Date 22 APRIL 2014



HERBERT
SMITH
FREEHILLS

Agreement

Execution Version

Japara Holdings Share Purchase Agreement

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

Finmare Pty. Ltd. as trustee for the A & J Colman
Family Trust

John McKenna and Philippa McKenna as trustees
for the McKenna Family Trust

Samraj Pty. Limited as trustee for the Reid Family
Trust No. 2

Wanganui Pty. Ltd. as trustee for the Peck Von
Hartel Super Fund

CRPSM Pty Ltd

Japara Healthcare Limited



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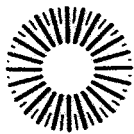
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Japara Holdings Share Sale Agreement

Date ►

Between the parties

Sellers

The shareholders of Japara Holdings Pty Ltd (ACN 110 466 889) being:

- Ashens Properties Pty. Ltd. (ACN 007 159 917) as trustee for the Sudholz Family Discretionary Trust;
 - Finmare Pty. Ltd. (ACN 005 709 455) as trustee for the A & J Colman Family Trust;
 - John McKenna and Philippa McKenna as trustees for the McKenna Family Trust;
 - Samraj Pty. Limited (ACN 005 509 213) as trustee for the Reid Family Trust No. 2;
 - Wanganui Pty. Ltd. (ACN 005 198 738) as trustee for the Peck Von Hartel Super Fund; and
 - CRPSM Pty Ltd (ACN 159 466 234),
- (each a **Seller**, together the **Sellers**).
-

Buyer

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

Recitals

- 1 The Sellers own the Sale Shares.
 - 2 The Sellers have agreed to sell and the Buyer has agreed to buy the Sale Shares on the terms and conditions of this agreement.
-

The parties agree as follows:

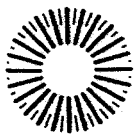
1 Definitions, interpretation and agreement components

1.1 Definitions

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

Term	Meaning
ASIC	the Australian Securities and Investments Commission.
Business Day	a day on which banks are open for business in Melbourne, other than a Saturday, Sunday or public holiday in Melbourne.
Buyer Group	the Buyer and each of its related bodies corporate (other than the Transaction Entities) and Buyer Group Member means any member of the Buyer Group.
Buyer Warranties	the representations and warranties in Schedule 4.
Company	Japara Holdings Pty Ltd (ACN 110 466 889).
Completion	completion of the sale and purchase of the Sale Shares under clause 4.
Completion Date	Tuesday, 22 April 2014.
Completion Steps	the steps that each party must carry out which are set out in Schedule 2.
Corporations Act	the <i>Corporations Act 2001</i> (Cth).
Duty	any stamp, transaction or registration duty or similar charge levied, imposed, assessed or collected under any legislation or by any Government Agency and includes any interest, fine, penalty, charge, fee or other amount imposed in respect of the above.
Encumbrance	an interest or power: - reserved in or over an interest in any asset including any retention of title; or - created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power, by way of security for the payment of a debt, any other monetary obligation or the performance of any other obligation, and includes, but is not limited to, any agreement to grant or create any of the above.

Term	Meaning
Government Agency	any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.
GST	goods and services tax or similar value added tax levied or imposed in Australia under the GST Law or otherwise on a supply.
GST Act	the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
GST Group	has the same meaning as that term is defined in the GST Act.
GST Law	has the same meaning as in the GST Act.
Offer	the offer of fully paid ordinary shares of the Buyer under its prospectus dated 31 March 2014 and subsequent listing of the Buyer on the official list of the Australian Securities Exchange.
Purchase Consideration	- the number of Shares to be issued to each Seller (or their nominee); and - the amount of cash consideration to be paid to each Seller, as set out in the table in Schedule 6.
Sale	the sale and purchase of the Sale Shares in accordance with clause 2.
SaleCo	Japara SaleCo Limited (ACN 168 631 123).
Sale Shares	all of the issued share capital in the Company owned by the Sellers in the proportions set out in the table in Schedule 5.
Shares	fully paid ordinary shares of the Buyer.
Tax Invoice	includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.
Transaction Entity	The Company and its controlled entities.
Warranties	the representations and warranties in Schedule 3.



1.2 Interpretation

In this agreement:

- (a) Headings and bold type are for convenience only and do not affect the interpretation of this agreement.
- (b) The singular includes the plural and the plural includes the singular.
- (c) Words of any gender include all genders.
- (d) Other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning.
- (e) An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual.
- (f) A reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this agreement.
- (g) A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them.
- (h) If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
- (i) A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- (j) If an act prescribed under this agreement to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day.
- (k) A reference to time is a reference to Melbourne time.
- (l) A reference to any thing (including, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to any one or more of them.
- (m) A document in the 'agreed form' means a document in the form approved by the Buyer and the Sellers and initialled by a representative of each of them for the purposes of identification.
- (n) A reference to \$ is to Australian currency unless denominated otherwise.

1.3 Inclusive expressions

Specifying anything in this agreement after the words 'including', 'includes' or 'for example' or similar expressions does not limit what else is included unless there is express wording to the contrary.

1.4 Agreement components

This agreement includes any schedule.



2 Conditions for Completion

2.1 Conditions precedent

Clauses 3 and 4 do not become binding on the parties and are of no force or effect unless, in connection with the Offer:

- (a) Shares are allotted and issued; and
- (b) SaleCo transfers its Shares,
to successful applicants under the Offer.

2.2 Notice

Each party must promptly notify the others in writing if it becomes aware that the condition in clause 2.1 has been satisfied or has become incapable of being satisfied.

3 Sale and purchase

3.1 Sale Shares

The Sellers must sell, and the Buyer must buy, the Sale Shares for the Purchase Consideration.

3.2 Associated Rights

The Sellers must sell the Sale Shares to the Buyer together with all rights attached to them as at the date of this agreement and that accrue between the date of this agreement and Completion.

3.3 Consideration

- (a) The consideration for the sale of the Sale Shares is the Purchase Consideration.
- (b) On Completion the Buyer promises to issue and pay, as applicable, the Purchase Consideration to each Seller (or their nominee).

3.4 Title and risk

Title to and risk in the Sale Shares passes to the Buyer on Completion.

4 Completion

4.1 Completion Steps

- (a) On or before Completion, each party must carry out the Completion Steps referable to it in accordance with Schedule 2.



- (b) Completion is taken to have occurred when each party has performed all its obligations under Schedule 2.

4.2 Post Completion

Immediately following Completion the Buyer and the Sellers must procure that relevant ASIC forms are lodged to reflect the actions taken under Schedule 2.

4.3 Completion simultaneous

- (a) The actions to take place as contemplated by this clause 4 and Schedule 2 are interdependent and must take place, as nearly as possible, simultaneously. If one action does not take place, then without prejudice to any rights available to any party as a consequence:
- (1) there is no obligation on any party to undertake or perform any of the other actions; and
 - (2) to the extent that such actions have already been undertaken, the parties must do everything reasonably required to reverse those actions; and
 - (3) the Sellers and the Buyer must each return to the other all documents delivered to it under clause 4.1(a) and Schedule 2 and must each repay to the other all payments received by it under clause 4.1(a) and Schedule 2, without prejudice to any other rights any party may have in respect of that failure.
- (b) The Buyer may, in its sole discretion, waive any or all of the actions that the Sellers are required to perform under clause 1.1 of Schedule 2 and the Sellers may, in its sole discretion, waive any or all of the actions that the Buyer is required to perform under clause 1.2 of Schedule 2.

5 Sellers warranties

5.1 Warranties by the Sellers

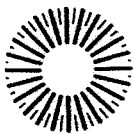
Each Seller gives the Warranties in favour of the Buyer on the date of this agreement and on each day between the date of this agreement and the Completion Date (including at Completion).

5.2 Independent Warranties

Each of the Warranties is to be construed independently of the others and is not limited by reference to any other Warranty.

5.3 Reliance

Each Seller acknowledges that the Buyer has entered into this agreement and will complete this agreement in reliance on the Warranties.



6 Buyer Warranties

6.1 Buyer Warranties

The Buyer gives the Buyer Warranties in favour of the Sellers on the date of this agreement and the Buyer Warranties will be deemed to be repeated immediately before Completion.

6.2 Independent Warranties

Each of the Buyer Warranties is to be construed independently of the others and is not limited by reference to any other Buyer Warranty.

6.3 Reliance

The Buyer acknowledges that the Sellers have entered into this agreement and will complete this agreement in reliance on the Buyer Warranties.

7 Duties, costs and expenses

7.1 Duties

The Buyer must pay all Duty in respect of the execution, delivery and performance of this agreement and any agreement or document entered into or signed under this agreement.

7.2 Costs and expenses

- (a) Unless otherwise provided for in this agreement, each party must pay its own costs and expenses in respect of the negotiation, preparation, execution, delivery and registration of this agreement and any other agreement or document entered into or signed under this agreement.
- (b) Any action to be taken by the Buyer or the Sellers in performing its obligations under this agreement must be taken at its own cost and expense unless otherwise provided in this agreement.

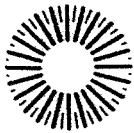
8 GST

8.1 Definitions

Words used in this clause 8 that have a defined meaning in the GST Law have the same meaning as in the GST Law unless the context indicates otherwise.

8.2 GST

- (a) Unless expressly included, the consideration for any supply under or in connection with this agreement does not include GST.
- (b) To the extent that any supply made under or in connection with this agreement is a taxable supply (other than any supply made under another agreement that



contains a specific provision dealing with GST), the recipient must pay, in addition to the consideration provided under this agreement for that supply (unless it expressly includes GST) an amount (additional amount) equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of the supply. The recipient must pay the additional amount at the same time as the consideration to which it is referable.

- (c) Whenever an adjustment event occurs in relation to any taxable supply to which clause 8.2(b) applies:
- (1) the supplier must determine the amount of the GST component of the consideration payable; and
 - (2) if the GST component of that consideration differs from the amount previously paid, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable.

9 Limitations of liability of trustees

9.1 Capacity

The parties acknowledge that all of the Sellers, except for CRPSM Pty Ltd (as identified in the table in Schedule 5), enter into this agreement in its capacity as trustee of a trust (Trust).

9.2 Limitation of liability

Notwithstanding any other provision of this agreement, a liability arising under or in connection with this agreement is limited to and can be enforced against the trustee only to the extent to which it can be satisfied out of property of the Trust out of which the Trustee is actually indemnified for the liability. This limitation of liability extends to all liabilities and obligations of the trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this agreement.

9.3 No action

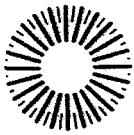
No other party to this agreement may sue the trustee in any capacity other than as trustee of the Trust, including to seek the appointment of a receiver or receiver and manager (except in relation to property of the Trust), a liquidator, an administrator or any similar person to the Trustee or prove in any liquidation, administration or arrangement of or affecting the Trustee personally (except in relation to property of the Trust).

9.4 Exceptions in relation to trustee

The provisions of this clause 9.4 do not apply to any obligation or liability of the trustee to the extent that it is not satisfied because under the trust deed establishing the Trust or by operation of law there is a reduction in the extent of the trustee's indemnification out of the assets of the Trust, as a result of the trustee's fraud, negligence or wilful default.

9.5 No authority

No attorney, agent or receiver or receiver and manager appointed has authority to act on behalf of the trustee in a way which exposes the trustee to any personal liability and no



act or omission of any such person will be considered fraud, negligence or wilful default of the trustee for the purpose of clause 9.4.

9.6 No obligation

The trustee is not obliged to do or refrain from doing anything under this agreement (including incur any liability) unless the trustee's liability is limited in the same manner as set out above in this clause 9.

10 Notices

10.1 Form of Notice

A notice or other communication to a party under this agreement (**Notice**) must be:

- (a) in writing and in English and signed by or on behalf of the sending party; and
- (b) addressed to that party in accordance with the details nominated in Schedule 1 (or any alternative details nominated to the sending party by Notice).

10.2 How Notice must be given and when Notice is received

- (a) A Notice must be given by one of the methods set out in the table below.
- (b) A Notice is regarded as given and received at the time set out in the table below.

However, if this means the Notice would be regarded as given and received outside the period between 9.00am and 5.00pm (addressee's time) on a Business Day (**business hours period**), then the Notice will instead be regarded as given and received at the start of the following business hours period.

Method of giving Notice	When Notice is regarded as given and received
By hand to the nominated address	When delivered to the nominated address
By pre-paid post to the nominated address	At 9.00am (addressee's time) on the second Business Day after the date of posting
By fax to the nominated fax number	At the time indicated by the sending party's transmission equipment as the time that the fax was sent in its entirety. However, if the recipient party informs the sending party within 4 hours after that time that the fax transmission was illegible or incomplete, then the Notice will not be regarded as given or received. When calculating this 4 hour period, only time within a business hours period is to be included.
By email to the nominated email address	When the email (including any attachment) comes to the attention of the recipient party or a person acting on its behalf.



10.3 Notice must not be given by electronic communication

A Notice must not be given by electronic means of communication (other than fax and email as permitted in clause 10.2).

11 General

11.1 Governing law and jurisdiction

- (a) This agreement is governed by the law in force in Victoria, Australia.
- (b) Each party irrevocably submits to the non exclusive jurisdiction of courts exercising jurisdiction in Victoria, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. 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.

11.2 Further action to be taken at each party's own expense

Subject to clause 7, each party must, at its own expense, do all things and execute all documents necessary to give full effect to this agreement and the transactions contemplated by it.

11.3 Exercise of rights

- (a) Unless expressly required by the terms of this agreement, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this agreement.
- (b) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this agreement. Any conditions must be complied with by the party relying on the consent, approval or waiver.

11.4 Waiver

- (a) No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.
- (b) In this clause 11.4:
 - (1) **conduct** includes delay in the exercise of a right;
 - (2) **right** means any right arising under or in connection with this agreement and includes the right to rely on this clause; and
 - (3) **waiver** includes an election between rights and remedies, and conduct which might otherwise give rise to an estoppel.



11.5 Variation

A variation of any term of this agreement must be in writing and signed by the parties.

11.6 Assignment

- (a) Rights arising out of or under this agreement are not assignable by a party without the prior written consent of the other party.
- (b) A breach of clause 11.6(a) by a party entitles the other parties to terminate this agreement.
- (c) Clause 11.6(b) does not affect the construction of any other part of this agreement.

11.7 Counterparts

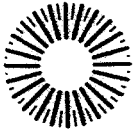
This agreement may be executed in any number of counterparts.

11.8 Invalidity and enforceability

- (a) If any provision of this agreement is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 11.8(a) does not apply where enforcement of the provision of this agreement in accordance with clause 11.8(a) would materially affect the nature or effect of the parties' obligations under this agreement.

11.9 Entire Agreement

This agreement states all the express terms of the agreement between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.



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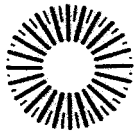
Schedule 1

Notice details

Seller	John and Philippa McKenna
Address	Q1 Building Level 4, 1 Southbank Boulevard, Southbank VIC 3006 PO Box 16082, Collins Street West VIC 8007
Attention	John McKenna
Phone	(03) 9649 2100
Fax	(03) 9649 2129
Email	john.mckenna@japara.com.au

Seller	Ashens Properties Pty. Ltd.
Address	2 Ruhbank Avenue, Balwyn VIC 3103
Attention	Andrew Sudholz
Phone	(03) 9649 2100
Fax	(03) 9649 2129
Email	andrew.sudholz@japara.com.au

Seller	Finmare Pty. Ltd.
Address	Level 18, 530 Collins Street, Melbourne VIC 3000
Attention	Julius Colman
Phone	(03) 9649 2100
Fax	(03) 9649 2129
Email	juliuscolman@gmail.com

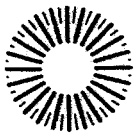


Seller	Samraj Pty. Limited
Address	Level 18, 530 Collins Street, Melbourne VIC 3000
Attention	Allan Reid
Phone	(03) 9649 2100
Fax	(03) 9649 2129
Email	allan.reid@samraj.net.au

Seller	Wanganui Pty. Ltd.
Address	Level 10, 267 Collins Street, Melbourne VIC 3000
Attention	Robert Peck AM
Phone	(03) 9649 2100
Fax	(03) 9649 2129
Email	robert.peck@pvh.com.au

Seller	CRPSM Pty Ltd
Address	Q1 Building Level 4, 1 Southbank Boulevard, Southbank VIC 3006 PO Box 16082, Collins Street West VIC 8007
Attention	Andrew Sudholz and John McKenna
Phone	(03) 9649 2100
Fax	(03) 9649 2129
Email	john.mckenna@japara.com.au

Buyer	Japara Healthcare Limited
Address	Q1 Building Level 4, 1 Southbank Boulevard, Southbank VIC 3006 PO Box 16082, Collins Street West VIC 8007
Attention	Andrew Sudholz and John McKenna
Phone	(03) 9649 2100
Fax	(03) 9649 2129
Email	john.mckenna@japara.com.au



Schedule 2

Completion steps

1 Completion

1.1 Sellers' obligations at Completion

- (a) At Completion, each Seller must give the Buyer the following documents, each duly executed by the Seller or each other relevant person (other than the Buyer):
- (1) **(share certificates)** share certificates for the Seller's Sale Shares and any other documents necessary to establish the Buyer's title to the Sale Shares and that may be required by a Transaction Entity for registration of the transfer of the Sale Shares to the Buyer;
 - (2) **(share transfers)** completed share transfers of the Seller's Sale Shares to the Buyer, executed by or on behalf of the Seller; and
 - (3) **(powers of attorney)** if applicable, powers of attorney executed by the Seller's authorising its attorney to execute the share transfers on behalf of the Seller; and
 - (4) **(officer resignations)** signed resignations of each director, secretary and public officer of each Transaction Entity notified to the Sellers.
- (b) At Completion, the Sellers must make available to the Buyer (including by leave such documents at the Company's business premises):
- (1) **(corporate documents)** the certificate of incorporation, common seal, duplicate seal, all prescribed registers, all statutory, minute and other Business Records of each Transaction Entity and all unused share certificate forms;
 - (2) **(books and ledgers)** all ledgers, journals and books of account of each Transaction Entity;
 - (3) **(cheque books)** all cheque books of each Transaction Entity and a list of all bank accounts maintained by each Transaction Entity in its name; and
 - (4) **(title documents)** all documents of title in the possession of a Transaction Entity relating to the ownership of a Transaction Entity's assets.

1.2 Buyer's obligations at Completion

At Completion the Buyer must:

- (a) execute and deliver the share transfers of the Sale Shares;
- (b) issue and pay, as applicable, the Purchase Consideration;



- (c) deliver to the Seller a consent to act and notification of interests signed by each person nominated as an incoming director; and
- (d) pay any Duty on the transfer of Sale Shares.

1.3 Approval of transfers

On or before Completion the Sellers must ensure that a meeting of the directors of the Company is convened and approves:

- (a) the registration of the Buyer as the holder of the Sale Shares in its register of shareholders; and
- (b) the issue of new share certificates for the Sale Shares in the name of the Buyer, subject only to receipt of the executed share transfers referred to in clause 1.1(a)(2) of this Schedule 2.

2 Post Completion actions

2.1 Lodgement

Immediately following Completion the Buyer and the Sellers must procure that relevant ASIC forms are lodged to reflect the actions taken under this Schedule 2.



Schedule 3

Warranties

1 Ownership

1.1 Ownership

At Completion:

- (a) Each Seller is the legal owner of the Sale Shares; and
- (b) the Sale Shares comprise all of the issued capital of the Company; and
- (c) the Buyer will acquire the full legal and beneficial ownership of the Sale Shares, subject to registration of the Buyer in the register of shareholders.

1.2 No Encumbrances or other arrangements

For each Transaction Entity:

- (a) its shares are fully paid and no money is owing in respect of them;
- (b) it is not under an obligation to issue, and no person has the right to call for the issue or transfer of, any shares or other securities in it at any time;
- (c) it has not issued securities with conversion rights to shares or securities in it and there are no agreements or arrangements under which options or convertible notes have been issued by it; and
- (d) there are no voting agreements or arrangements with respect to its shares.

2 Power and Authority

2.1 No legal impediment

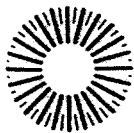
The execution, delivery and performance by each Seller of this agreement complies with its constitution or other constituent documents.

2.2 Corporate Authorisations

All necessary authorisations for the execution, delivery and performance by the Sellers of this agreement in accordance with its terms have been obtained or will be obtained before Completion.

2.3 Power and capacity

Each Seller has full power and capacity to own its own assets and to enter into and perform its obligations under this agreement.



2.4 Incorporation

If applicable, the Seller is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation.

2.5 Transaction Entities

Each Transaction Entity:

- (a) is duly incorporated under the laws of the place of its incorporation;
- (b) has the power to own its assets and carry on the Business as it is being carried on at Completion;
- (c) is duly registered and authorised to do business in those jurisdictions which, by the nature of its business and assets, makes registration or authorisation necessary; and
- (d) has conducted the Business in compliance with the constitution or other constituent documents of that Transaction Entity.

2.6 No trust

Except CRPSM Pty Ltd, each Seller enters into and performs this agreement as trustee for or nominee of another person.



Schedule 4

Buyer Warranties

1 No legal impediment

The execution, delivery and performance by the Buyer of this agreement:

- (a) complies with its constitution; and
- (b) does not constitute a breach of any law or obligation, or cause or result in default under any agreement or Encumbrance, by which it is bound and which would prevent it from entering into and performing its obligations under this agreement.

2 Corporate authorisations

All necessary action to authorise the execution, delivery and performance of this agreement by the Buyer in accordance with its terms have been obtained or will be obtained before Completion.

3 Power and capacity

The Buyer has full power and capacity to own its own assets and to enter into and perform its obligations under this agreement.

4 Incorporation

The Buyer is validly incorporated, organised and subsisting in accordance with the laws of its place of incorporation.



Schedule 5

Sale Shares

Pursuant to clause 3.1, each Seller must sell to the Buyer the number of Sale Shares as set out in the following table:

Seller (and capacity in which the Seller owns the Sale Shares)	Number of Sale Shares
Ashens Properties Pty. Ltd. (ACN 007 159 917) as trustee for the Sudholz Family Discretionary Trust	24,884
Finmare Pty. Ltd. (ACN 005 709 455) as trustee for the A & J Colman Family Trust	24,884
CRPSM Pty Ltd (ACN 159 466 234),	20,737
Samraj Pty. Limited (ACN 005 509 213) as trustee for the Reid Family Trust No. 2	15,552
Wanganui Pty. Ltd. (ACN 005 198 738) as trustee for the Peck Von Hartel Super Fund	12,443
John McKenna and Philippa McKenna as trustees for the McKenna Family Trust	1,500
Total	100,000



Schedule 6

Purchase Consideration

Pursuant to clause 3.3, the consideration for the sale of the Sale Shares for each Seller is the issue to the Seller(or their nominee) of the number of fully paid ordinary shares in the Buyer and the payment of cash consideration as set out in the following table:

Seller	Fully paid ordinary shares of the Buyer (Shares)	Cash consideration
Ashens Properties Pty. Ltd. (ACN 007 159 917) as trustee for the Sudholz Family Discretionary Trust	15,127,178	\$17,980,216
Finmare Pty. Ltd. (ACN 005 709 455) as trustee for the A & J Colman Family Trust	7,762,664	\$32,709,244
CRPSM Pty Ltd (ACN 159 466 234),	-	\$40,196,123
Samraj Pty. Limited (ACN 005 509 213) as trustee for the Reid Family Trust No. 2	3,349,849	\$23,445,942
Wanganui Pty. Ltd. (ACN 005 198 738) as trustee for the Peck Von Hartel Super Fund	4,470,914	\$15,177,397
John McKenna and Philippa McKenna as trustees for the McKenna Family Trust	125,000	\$2,657,565



Signing page

Executed as an agreement

Signed by
John McKenna and Philippa McKenna

sign here ►

print name _____

in the presence of

in the presence of

sign here ►

Witness

Witness

print name _____

Signed for
Ashens Properties Pty. Ltd.
by its representative

sign here ►

Representative

print name _____

in the presence of

sign here ►

Witness

print name _____



Signed for
Finmare Pty. Ltd.
by its representative

sign here ► _____
Representative

print name _____

in the presence of

sign here ► _____
Witness

print name _____

Signed for
Samraj Pty. Limited
by its representative

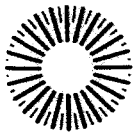
sign here ► _____
Representative

print name _____

in the presence of

sign here ► _____
Witness

print name _____



Signed for
Wanganui Pty. Ltd.
by its representative

sign here ► _____
Representative

print name _____

in the presence of

sign here ► _____
Witness

print name _____

Signed for
CRPSM Pty Ltd
by its representative

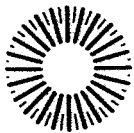
sign here ► _____
Representative

print name _____

in the presence of

sign here ► _____
Witness

print name _____



Executed by
Japara Healthcare Limited
in accordance with section 127 of the *Corporations Act 2001* (Cth)
by

sign here ► _____
Company Secretary/Director

print name _____

sign here ► _____
Director

print name _____
