

Form 605

Corporations Act 2001

Section 671B

Notice of ceasing to be a substantial holder

To Company Name/Scheme	The Company Secretary Vision Eye Institute Limited ("VEI") Level 5, 390 St Kilda Road MELBOURNE, VIC 3004 Facsimile: (03) 8844 4099
ACN/ARSN	098 890 816

1. Details of substantial holder

Name	Primary Health Care Limited (ACN 064 530 516) ("PRY") and each body corporate it controls listed in Annexure A, which includes Idameneo (No. 123) Pty Ltd ("IPL") (ACN 002 968 185)
ACN/ARSN (if applicable)	

The holder ceased to be a substantial holder on 07/08/2015

The previous notice was given to the company on 10/07/2014

The previous notice was dated 10/07/2014

As announced to the market on 31 July 2015, PRY (through its wholly owned subsidiary IPL) entered into an agreement to sell 35,984,135 ordinary voting shares in VEI to Jangho Group Co. Ltd (or its nominee) ("JGC"). A copy of the Share Sale Agreement dated 30 July 2015 is attached as Annexure B of 4 pages.

This sale, in conjunction with some additional sales of ordinary voting shares by IPL, has resulted in PRY and its body corporates listed in Annexure A ceasing to be substantial holders of VEI from 7 August 2015.

2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change	Consideration given in relation to change	Class and number of securities affected	Person's votes affected
11-Jul-14	IPL	On-market purchase	\$0.7698	193,050	193,050
14-Jul-14	IPL	On-market purchase	\$0.7442	127,819	127,819
15-Jul-14	IPL	On-market purchase	\$0.7500	37,387	37,387
16-Jul-14	IPL	On-market purchase	\$0.7500	11,713	11,713
18-Jul-14	IPL	On-market purchase	\$0.7495	437,134	437,134
21-Jul-14	IPL	On-market purchase	\$0.7345	106,306	106,306
22-Jul-14	IPL	On-market purchase	\$0.7364	56,067	56,067
23-Jul-14	IPL	On-market purchase	\$0.7300	13,934	13,934
25-Jul-14	IPL	On-market purchase	\$0.7494	54,292	54,292
01-Aug-14	IPL	On-market sale	\$0.7915	(119,057)	(119,057)
05-Aug-14	IPL	On-market sale	\$0.7922	(64,946)	(64,946)

07-Aug-14	IPL	On-market sale	\$0.7900	(17,110)	(17,110)
07-Aug-14	IPL	On-market sale	\$0.7710	(59,251)	(59,251)
08-Aug-14	IPL	On-market sale	\$0.7700	(9,000)	(9,000)
11-Aug-14	IPL	On-market sale	\$0.6994	(251,471)	(251,471)
12-Aug-14	IPL	On-market sale	\$0.6784	(602,200)	(602,200)
13-Aug-14	IPL	On-market sale	\$0.7050	(100,000)	(100,000)
01-Sep-14	IPL	On-market sale	\$0.7150	(50,000)	(50,000)
07-Oct-14	IPL	On-market sale	\$0.6307	(300,000)	(300,000)
08-Oct-14	IPL	On-market sale	\$0.6325	(100,000)	(100,000)
09-Oct-14	IPL	On-market sale	\$0.6214	(525,000)	(525,000)
09-Oct-14	IPL	On-market sale	\$0.6225	(109,637)	(109,637)
17-Oct-14	IPL	On-market purchase	\$0.6300	24,000	24,000
20-Oct-14	IPL	On-market purchase	\$0.6550	63,085	63,085
21-Oct-14	IPL	On-market purchase	\$0.6550	33,937	33,937
22-Oct-14	IPL	On-market purchase under share placement	\$0.6000	3,396,237	3,396,237
23-Oct-14	IPL	On-market purchase	\$0.7000	2,500,000	2,500,000
29-Oct-14	IPL	On-market purchase	\$0.7320	231,440	231,440
30-Oct-14	IPL	On-market purchase	\$0.7292	500,000	500,000
06-Aug-15	IPL	On-market sale	\$0.8546	(524,839)	(524,839)
06-Aug-15	IPL	On-market sale	\$0.8630	(549,222)	(549,222)
07-Aug-15	IPL	On-market sale	\$0.8752	(1,528,218)	(1,528,218)
07-Aug-15	IPL	Off-market sale pursuant to a Share Sale Agreement between IPL and JGC dated 30 July 2015 (see Annexure B)	\$0.9400	(35,984,135)	(35,984,135)
10-Aug-15	IPL	On-market sale	\$0.9253	(585,756)	(585,756)

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

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

4. Addresses

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

Name	Address
Primary Health Care Limited (ACN 064 530 516) (" PRY ") and each body corporate it controls listed in Annexure A, which includes Idameneo (No. 123) Pty Ltd (" IPL ") (ACN 002 968 185)	Level 1, 30-38 Short Street Leichhardt NSW 2040

Signature

print name CHARLES TILLEY capacity COMPANY SECRETARY

sign here



date 10/08/2015

Vision Eye Institute Limited (ACN 098 890 816)

Annexure A

This is Annexure A of 2 pages referred to in Form 605 Notice of ceasing to be a substantial shareholder.

Signature

print name CHARLES TILLEY

capacity COMPANY SECRETARY

sign here



date 10/08/2015

Bodies Corporate controlled by Primary Health Care Limited

Company Name	ACN / Company Number	Country
ACN 008 103 599 Pty Ltd	008 103 599	Australia
ACN 063 535 884 Pty Ltd	063 535 884	Australia
ACN 063 535 955 Pty Ltd	063 535 955	Australia
Aksertel Pty Ltd	092 452 269	Australia
AME Medical Services Pty Ltd	009 136 118	Australia
Amokka Java Pty Limited	093 516 986	Australia
Austrials Pty Ltd	138 935 403	Australia
Brystow Pty Ltd	003 377 633	Australia
Campbelltown MRI Pty Ltd	139 528 662	Australia
Digital Diagnostic Imaging Pty Ltd	092 222 181	Australia
Former AP Pty Ltd	096 615 913	Australia
Former SDS Pty Ltd	003 417 605	Australia
Health Communication Network Limited	068 458 515	Australia
Healthcare Imaging Services (South Australia) Pty Ltd	136 806 776	Australia
Healthcare Imaging Services (Victoria) Pty Ltd	085 350 189	Australia
Healthcare Imaging Services (Western Australia) Pty Ltd	136 806 865	Australia
Healthcare Imaging Services Pty Ltd	080 595 937	Australia
Idameneo (No. 123) Pty Ltd	002 968 185	Australia
Idameneo (No. 124) Pty Ltd	123 864 479	Australia
Idameneo (No. 125) Pty Ltd	162 662 919	Australia
Idameneo (No. 789) Limited	004 073 410	Australia
Idameneo UK Ltd	639379	UK
Integrated Health Care Pty Ltd	009 145 493	Australia
Jandale Pty Ltd	009 355 284	Australia
John R Elder Pty Ltd	002 940 874	Australia
Kelldale Pty Ltd	002 861 770	Australia
Larches Pty Ltd	061 980 943	Australia
Mayne Nickless Incorporated	91-1148148	USA
MGSF Pty Ltd	065 190 132	Australia

Moaven & Partners Pathology Pty Ltd	108 869 647	Australia
Norcoray Pty Ltd	074 275 040	Australia
Northcoast Nuclear Medicine (Qld) Pty Ltd	107 700 569	Australia
Onosas Pty Ltd	092 452 214	Australia
Orana Services Pty Ltd	088 631 949	Australia
Pacific Medical Centres Pty Ltd	002 866 382	Australia
PHC (No. 01) Pty Limited	002 769 155	Australia
PHC Diagnostic Imaging Holdings Pty Ltd	080 527 699	Australia
PHC Employee Share Acquisition Plan Pty Ltd	085 060 046	Australia
PHC Finance (Australia) Pty Ltd	076 865 435	Australia
PHC Healthcare Holdings Pty Ltd	078 954 631	Australia
PHC Medical Centre Holdings Pty Ltd	088 128 787	Australia
PHC Nominees Pty Ltd	123 240 988	Australia
PHC Pathology Holdings Asia Pty Ltd	123 035 549	Australia
PHC Pathology Holdings Pty Ltd	088 128 778	Australia
Phoenix Medical Publishing Pty Ltd	122 121 260	Australia
Primary (Camden) Pty Ltd	603 192 445	Australia
Primary (Richmond) Pty Ltd	603 205 107	Australia
Primary Health Care Institute Pty Ltd	164 026 546	Australia
Primary Health Care Limited	064 530 516	Australia
Primary Health Care Network Pty Ltd	169 588 096	Australia
Primary Health Insurance Pty Ltd	169 492 040	Australia
Primary Millers Point Pty Ltd	602 716 834	Australia
Primary Training Institute Pty Ltd	150 738 686	Australia
PSCP Holdings Pty Ltd	119 887 651	Australia
Queensland Diagnostic Imaging Pty Ltd	070 000 654	Australia
Queensland Medical Services Pty Ltd	010 904 588	Australia
Queensland Specialist Services Pty Ltd	076 651 977	Australia
Saftsai Pty Ltd	092 452 287	Australia
SDS Healthcare Solutions Inc.	CS201501588	Philippines
Sidameneo (No. 456) Pty Ltd	089 995 817	Australia
Specialist Diagnostic Services Pathology (India) Private Limited	U72200KA2007FTC042522	India
Specialist Diagnostic Services Pty Ltd	007 190 043	Australia
Specialist Haematology Oncology Services Pty Ltd	169 843 163	Australia
Specialist Veterinary Services Pty Ltd	006 909 173	Australia
Sumbrella Pty Ltd	132 739 345	Australia
Symbion Holdings (UK) Ltd	4002585	UK
Symbion International B.V.	006810743	Netherlands
The Ward Corporation Pty Ltd	007 414 048	Australia
Transport Health Pty Limited	099 028 127	Australia
Transport Security Insurance (Pte) Ltd	00528/1989-R	Singapore
Wellness Holdings Pty Ltd	091 862 207	Australia

Vision Eye Institute Limited (ACN 098 890 816)

Annexure B

This is Annexure B of 4 pages referred to in Form 605 Notice of ceasing to be a substantial shareholder.

Signature

print name	CHARLES TILLEY	capacity	COMPANY SECRETARY
sign here		date	10/08/2015

A copy of the executed Share Sale Agreement dated 30 July 2015 follows.

SHARE SALE AGREEMENT

Date: 30 JULY 2015

Between: Idameneo (No 123) Pty Limited
(ACN 002 968 185)
Level 31, 100 Miller Street
North Sydney NSW 2060
AUSTRALIA
("Seller")

Jangho Group Co, Ltd

("Buyer")

STRICTLY PRIVATE & CONFIDENTIAL

We record our agreement as follows:

Recitals

- 1 Vision Eye Institute Limited (ACN 098 890 816) is a company incorporated in Australia and has its registered office at Level 5, 390 St Kilda Road Melbourne VIC 3004 ("**Company**").
- 2 The Company has issued 179,920,730 fully paid ordinary voting shares ("**Shares**").
- 3 The Seller warrants that it is the registered holder and beneficial owner of approximately 41.6 million Shares in the capital of the Company.
- 4 The Seller is a wholly owned subsidiary of Primary Health Care Limited (ACN 064 530 516).

Sale and purchase of Sale Shares

- 5 Subject to the terms and conditions of this agreement:
 - (a) the Seller agrees to sell to the Buyer (or its nominee) free from encumbrances and security interests; and
 - (b) the Buyer (or its nominee) agrees to purchase from the Seller,

35,984,135 Shares ("**Sale Shares**") at AUD 0.94 per Sale Share for an aggregate amount of AUD 33,825,086.90 ("**Purchase Price**").

Completion

- 6 On or prior to 5.00 pm (Sydney time) on Friday 7 August 2015 ("**Completion Date**"):
 - (a) the Seller will:
 - (i) in respect of Sale Shares that are held on the Company's issuer-sponsored subregister, deliver to the Buyer a duly executed transfer in registrable form, in favour of Buyer (or its nominee), for the Sale Shares;
 - (ii) in respect of Sale Shares that are held on the Company's CHESS-sponsored subregister, procure performance of all that is required by the Settlement Operating Rules of the Australian Securities Exchange ("**ASX**") for the Sale Shares to be transferred to the Buyer (or its nominee); and

- (iii) in respect of all Sale Shares, deliver to the Buyer an original version or certified copy of the holding statements which disclose ownership of the Sale Shares, or any other evidence of shareholding that would be reasonable in the circumstances; and
- (b) the Buyer will, against the Seller's delivery of the Sale Shares, pay to the Seller an amount equal to the Purchase Price, in immediately available funds, to an account notified to the Buyer by the Seller not later than 2 business days in New South Wales, Australia prior to the Completion Date.

Simultaneous acts at Completion

- 7 In respect of completion under clause 6 ("**Completion**"):
- (a) the obligations of the parties under this agreement are interdependent; and
 - (b) all actions required to be performed by a party at Completion are taken to have occurred simultaneously on the Completion Date.

Representations and warranties

- 8 Each party represents and warrants to the other that no regulatory or other third party approvals or consents of any kind are required for it to enter into this agreement or complete the transactions contemplated by it.

General

- 9 The parties agree to pay their own legal and other costs and expenses in connection with the preparation, execution and completion of this agreement and other related documentation. The Buyer agrees to pay any stamp duty, if applicable.
- 10 This agreement and, to the extent permitted by law, all related matters including non-contractual matters is governed by the laws of New South Wales, Australia. In relation to those matters each party irrevocably accepts the non exclusive jurisdiction of courts with jurisdiction there and waives any right to object to the venue on any ground.
- 11 Each party agrees, at its own expense, on the request of a party, to do everything reasonably necessary to give effect to this agreement and the transactions contemplated by it, including, but not limited to, the execution of documents.
- 12 This agreement may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

[Signatures on following page]

Signing page

SIGNED by Zai Wanglin)

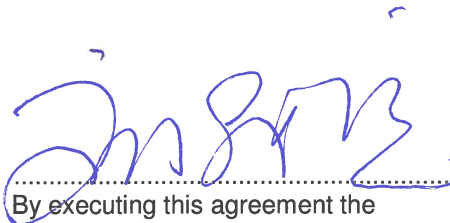
As authorised representative for
JANGHO GROUP CO, LTD in the
presence of:)



Signature of witness)

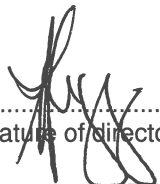
BEN LIN)

Name of witness (block letters))



By executing this agreement the
signatory warrants that the signatory is
duly authorised to execute this
agreement on behalf of JANGHO
GROUP CO, LTD

EXECUTED by **IDAMENEO (NO 123)**)
PTY LIMITED in accordance with)
section 127(1) of the Corporations Act)
2001 (Cth) by authority of its directors:)



Signature of director)

PETER GREGG
MANAGING DIRECTOR

Name of director (block letters))



Signature of ~~director~~/company
secretary*)

*delete whichever is not applicable
CHARLES TILLEY
COMPANY SECRETARY

Name of ~~director~~/company secretary*
(block letters))

*delete whichever is not applicable