

BRICKWORKS

LIMITED

Brickworks Limited
ABN: 17 000 028 526

738 – 780 Wallgrove Road,
Horsley Park, NSW 2175

PO Box 6550
Wetherill Park, NSW 1851

(02) 9830 7800

info@brickworks.com.au
www.brickworks.com.au

20 January 2021

Australian Securities Exchange
Attention: **ASX Market Announcements**
BY ELECTRONIC LODGEMENT

Dear Sir / Madam

**Form 605 Notice of ceasing to be a substantial holder
– Regis Healthcare Limited (ASX: REG) (the *Company*)**

Please find attached a Notice of ceasing to be a substantial holder for the Company. Brickworks Limited currently holds 39.4% of the shares in Washington H. Soul Pattinson and Company Limited (ASX: SOL) which results in Brickworks Limited having a deemed relevant interest in the Company.

Yours faithfully

Brickworks Limited



Susan Leppinus
Company Secretary

Form 605

Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To Company Name/Scheme Regis Healthcare Limited (REG)

ACN/ARSN ACN 125 203 054

1. Details of substantial holder

Name BRICKWORKS LIMITED and its subsidiaries

ACN/ARSN (if applicable) 000 028 526

The holder ceased to be a substantial holder on 20 / 01 / 2021

The previous notice was given to the company on 20 / 11 / 2020

The previous notice was dated 20 / 11 / 2020

The substantial holder's relevant interests in the Company's securities arise solely due to its deemed relevant interest in those securities arising due to the substantial holder's voting power in Washington H. Soul Pattinson and Company Limited ("WHSP") (See Note 1).

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:

As set out in WHSP's Notice of ceasing to be substantial holder dated 20 January 2021 and attached as Annexure A. Brickworks Limited's relevant interest arises due to its 39.4% shareholding in WHSP (See Note 1).

3. Changes in association

The persons who have become associates of, ceased to be associates of, or have changed the nature of their association 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
N / A	

4. Addresses

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

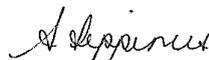
Name	Address
Brickworks Limited	738-780 Wallgrove Rd Horsley Park NSW 2175
WHSP	Level 14, 151 Clarence Street, Sydney NSW 2000

Signature

print name Susan Leppinus

Capacity Company Secretary

sign here



Date 20 January 2021

NOTE 1: The relevant interest that Brickworks Limited (**Brickworks**) held in Regis Healthcare Limited (**Company**) arose by virtue of the operation of the provisions of section 608(3)(a) of the Corporations Act. That section provides that a person will be deemed to hold a relevant interest in any securities that a body corporate has a relevant interest in where the person's voting power in that body corporate is above 20%. Brickworks has voting power in Washington H. Soul Pattinson & Company Limited (**WHSP**) of 39.4%. As such, Brickworks is deemed to have a relevant interest in securities of the Company that WHSP has a relevant interest in. Brickworks has had voting power in WHSP above 20% since 1972. For further details of the relevant interest of WHSP in the Company see the Notices of Substantial Shareholder lodged by WHSP.

Annexure A

Form 605 Notice of ceasing to be a substantial holder by WHSP

This is Annexure A of 10 pages referred to in Form 605 Notice of ceasing to be a substantial holder by Brickworks Limited.

Name: Susan Leppinus

Capacity: Company Secretary

Signature: 

Date: 20 January 2021



ASX Announcement

Withdrawal of Non-binding Indicative Proposal to acquire Regis Healthcare Limited

20 January 2021 – Washington H. Soul Pattinson and Company Limited (“WHSP”) refers to its announcement dated 19 November 2020 announcing submission, with Ashburn Pty Ltd (“Ashburn”), an entity controlled by Mr Bryan Dorman (a co-founder and major shareholder of Regis Healthcare Limited (“Regis”)), of a non-binding, indicative proposal to acquire all of the share capital of Regis for consideration of A\$1.85 per share (subject to due diligence) via a scheme of arrangement.

WHSP submitted an initial proposal at \$1.65 per share on 30 September 2020 which represented a 48% premium to the 1-month VWAP of Regis shares on 29 September 2020. On 19 November 2020, with the support of Regis’ co-founder and major shareholder, WHSP submitted a revised non-binding indicative proposal with an increased consideration of \$1.85 per share, which represented a 59% premium to the 1-month VWAP of Regis shares on 19 November 2020.

WHSP believes that the two proposals provided Regis shareholders with a highly attractive opportunity to realise value for their shares in light of the significant uncertainty and funding challenges currently facing the aged care industry.

Both proposals have been rejected by the Board of Regis. As a result, WHSP has withdrawn its non-binding indicative proposal as outlined in its announcement dated 19 November 2020 and ceased its association with Ashburn and Mr Dorman.¹

Investor and Media enquiries:

Peter Brookes, Citadel Magnus – +61 407 911 389

James Strong, Citadel Magnus – +61 448 8811 74

This ASX announcement has been authorised for release by the Board.

¹ A notice of ceasing to be a substantial holder of Regis was provided by WHSP to ASX on 20 January 2021. This document annexes the Deed of Termination entered into between WHSP and Ashburn in relation to the Commitment Deed. The Commitment Deed is set out in full in WHSP’s earlier announcement to ASX of 19 November 2020 in relation to becoming a substantial holder of Regis.

Form 605
Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To Company Name/Scheme Regis Healthcare Limited (ASX: REG) (Regis)

ACN/ARSN ACN 125 203 054

1. Details of substantial holder (1)

Name Washington H. Soul Pattinson and Company Limited (WHSP)

ACN/ARSN (if applicable) ACN 000 002 728

The holder ceased to be a substantial holder on 20/01/2021
 The previous notice was given to the company on 19/11/2020
 The previous notice was dated 19/11/2020

2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) 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 (4)	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's votes affected
20/01/2021	WHSP	WHSP ceased to have a relevant interest in any Regis shares due to the termination of the Commitment Deed dated 19 November 2020 between WHSP and Ashburn Pty Ltd as trustee for the Dorman Family Trust pursuant to the Termination Deed set out in Annexure A	N/A	59,855,334 ordinary shares	59,855,334

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
Ashburn Pty Ltd as trustee for the Dorman Family Trust	Ceased to be an associate of WHSP following entry into the Termination Deed
Bryan Anthony Dorman	Ceased to be an associate of WHSP following entry into the Termination Deed

4. Addresses

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

Name	Address
WHSP	Level 14, 151 Clarence Street, Sydney, New South Wales 2000
Ashburn Pty Ltd as trustee for the Dorman Family Trust	PO Box 660 Hawthorn VIC 3122
Bryan Anthony Dorman	PO Box 660 Hawthorn VIC 3122

Signature

print name Ida Lawrance

capacity Company secretary

sign here



date 20/01/2021

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 4 of the form.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (4) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.
- (5) 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.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure A – Deed of Termination

Washington H. Soul Pattinson and Company Limited (ACN 000 002 728)

This is Annexure A of five (5) pages referred to in Form 605 – Notice of ceasing to be a substantial holder signed by me and dated 20/01/2021.

A handwritten signature in black ink, appearing to read 'Ida Lawrance', written in a cursive style.

Print Name: Ida Lawrance

Capacity: Company Secretary

Date: 20 January 2021



Deed of Termination

—
Washington H Soul Pattinson & Co Ltd (**WHSP**)
Ashburn Pty Ltd (**Founder**)
—

Details

Date 20 January 2021

Parties

Name **Washington H Soul Pattinson & Co Ltd**
ABN 49 000 002 728
Short form name **WHSP**
Notice details Level 14, 151 Clarence Street
Sydney NSW 2000
Attention: Todd Barlow

Name **Ashburn Pty Ltd (ACN 005 883 438) in its capacity as trustee of the Dorman Family Trust**
Short form name **Founder**
Notice details Level 5, Suite 1, 437 St Kilda Road
Melbourne VIC 3004
Attention: Bryan Dorman

Background

- A The parties are parties to the Commitment Deed.
- B On 20 January 2021, WHSP withdrew from the Proposed Transaction.
- C The parties agree to terminate the Commitment Deed on the terms and conditions set out in this deed, including the acknowledgement that the parties are no longer associated with each other and have no accrued, current or future rights against each other with respect to the Commitment Deed.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this document:

Corporations Act means *Corporations Act 2001* (Cth).

Commitment Deed means the Commitment Deed between WHSP and Founder dated 19 November 2020.

Proposed Transaction has the meaning given in the Commitment Deed.

Target means Regis Healthcare Limited.

1.2 Interpretation

In this deed, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this deed, and a reference to this deed includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to time is to Sydney, Australia time;
- (f) a reference to a party is to a party to this deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (j) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (k) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it; and
- (l) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Termination and release

2.1 Termination

The parties agree that with effect on and from the date of this deed:

- (a) the Commitment Deed is terminated;
- (b) the Commitment Deed will have no further force or effect; and
- (c) each party to the Commitment Deed:
 - (i) will have no further obligations or liabilities to the other under, or in respect of, the Commitment Deed; and
 - (ii) releases and discharges the other party in respect of all current and future obligations owed by the other party under the Commitment Deed.

2.2 No association

The parties acknowledge and agree that:

- (a) with effect on and from the date of this deed:
 - (i) they are not party to any agreement, arrangement or understanding for the purpose of controlling or influencing the composition of Target's board or the conduct of Target's affairs; and
 - (ii) they are not acting in concert in relation to Target's affairs; and
- (b) WHSP will file an ASIC Form 605 with ASX and send a copy to Target within 2 Business Days from the date of this deed.

3. Miscellaneous

3.1 Alterations

This deed may be altered only in writing signed by each party.

3.2 Assignment

A party may only assign this deed or a right under this deed with the prior written consent of each other party.

3.3 Costs

Each party must pay its own costs of negotiating, preparing and executing this deed.

3.4 Counterparts

This deed may be executed in counterparts. All executed counterparts constitute one document.

3.5 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this deed and any transactions contemplated by it.

3.6 Severability

A term or part of a term of this deed that is illegal or unenforceable may be severed from this deed and the remaining terms or parts of the term of this deed continue in force.

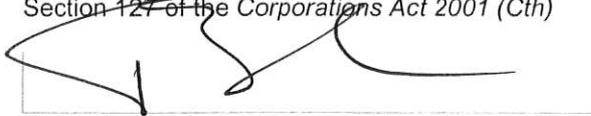
3.7 Governing law and jurisdiction

- (a) This agreement is governed by and will be construed according to the law of New South Wales.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and of the courts competent to determine appeals from those courts.

Signing page

EXECUTED and delivered as a deed in Sydney.

Executed as a deed by **Washington H Soul
Pattinson & Co Ltd** in accordance with
Section 127 of the *Corporations Act 2001 (Cth)*



Signature of director

TODD BARLOW

Name of director (print)



Signature of ~~director~~ company secretary
(Please delete as applicable)

IDA LAWRENCE

Name of ~~director~~ company secretary (print)

Executed as a deed by **Ashburn Pty Ltd** in its
**capacity as trustee for the Dorman Family
Trust** in the presence of:



Signature of witness

Pamela Judith Raymond

Name of witness (print)



Signature of director

BRYAN ANTHONY DORMAN

Name of director (print)