

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

## Notice of initial substantial holder

To Company Name/Scheme Microba Life Sciences Limited

ACN/ARSN 617 096 652

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

Name Sonic Healthcare Limited (**Sonic Holdings**) and each of the entities listed in Annexure 'A' (**Sonic Subsidiaries**)

ACN/ARSN (if applicable) 004 196 909

The holder became a substantial holder on 1 / 12 / 2022

### 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)
Ordinary Shares	68,589,498	68,589,498	19.99%

### 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
A.C.N. 002 889 545 PTY LTD ( <b>Sonic Investor</b> )	Relevant interest under section 608(1)(a) of the <i>Corporations Act 2001</i> (Cth) ( <b>Act</b> ) as the registered and beneficial holder of the shares.	68,589,498 ordinary shares
Sonic Holdings & Douglass Hanly Moir Pathology Pty Limited (ACN 003 332 858) ( <b>DHMP</b> )	Relevant interest under section 608(3)(b) of the Act as they each control Sonic Investor.	68,589,498 ordinary shares
Sonic Subsidiaries (excluding Sonic Investor and DHMP)	Deemed relevant interest under section 608(3)(a) of the Act because each has voting power in Sonic Investor above 20% (because each Sonic Subsidiary is a controlled entity and therefore an associate of Sonic Holdings).	68,589,498 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
Each person described in paragraph 3 above	Sonic Investor	Sonic Investor	68,589,498 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-	
Each person described in paragraph 3 above	1/12/2022	\$0.26 per ordinary share in accordance with the subscription deed dated 28 November 2022 ( <b>Subscription Deed</b> ), a copy of which is annexed as Annexure 'B'.		68,589,498 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
Each person described in paragraph 3 above	These entities are associates of each other by virtue of section 12(2)(a) of the Act as the entities are related bodies corporate of each other.

## 7. Addresses

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

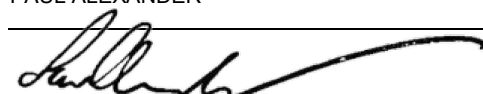
Name	Address
Sonic Holdings, Sonic Investor and DHMP	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000
Sonic Subsidiaries	See Annexure A

## Signature

print name PAUL ALEXANDER

capacity COMPANY SECRETARY

sign here



date 2 / 12 / 2022

## 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' – Sonic Subsidiaries

This is Annexure 'A' of 7 pages referred to in the Form 603 (Notice of initial substantial holder).



Paul Alexander  
Company Secretary  
Date: 2/12/2022

Details of subsidiaries	Address	Country of incorporation	Beneficial interest
Clinpath Laboratories Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Douglass Hanly Moir Pathology Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Lifescree Australia Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Redlands X-Ray Services Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Sonic Healthcare Genetics Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Sonic Clinical Trials Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Sonic Healthcare Services Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Sonic Healthcare Australia Radiology Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Southern Pathology Services Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Sonic Clinical Services Pty Limited	Level 21, 225 George Street, Sydney, NSW 2000	Australia	100
Sonic Healthcare (UK) Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Sonic Healthcare (Ireland) Limited	3 Dublin Landings, North Wall Quay, Dublin 1, Dublin, DO1C 4EO	Ireland	100
Sonic Healthcare Holding Company	The Halo Building, 1 Mabledon Place, London, England, WC1H 9AX	United Kingdom	100
Sonic Healthcare Europe GmbH	Mecklenburgische Straße 28, 14197 Berlin	Germany	100
Sonic Healthcare Germany GmbH & Co. KG	Mecklenburgische Straße 28, 14197 Berlin	Germany	100
Canberra X-Ray Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Capital Pathology Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100

Details of subsidiaries	Address	Country of incorporation	Beneficial interest
Castlereagh Co Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Castlereagh Services Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Consultant Pathology Services Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Diagnostic Services Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Hanly Moir Pathology Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
San Pathology Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Hunter Imaging Group Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Hunter Valley X-Ray Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Sonic Pathology Australia Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
IRG Co Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
L & A Services Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Melbourne Pathology Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Melbourne Pathology Services Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Melbourne Pathology Cabrini Pty Limited	103 Victoria Parade, Collingwood, VIC 3066	Australia	50.1
Epworth Pathology	103 Victoria Parade, Collingwood, VIC 3066	Australia	50.1
Epworth Medical Imaging Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	80
Radiology Victoria Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Northern Pathology Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Pacific Medical Imaging Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Paedu Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100

Details of subsidiaries	Address	Country of incorporation	Beneficial interest
Queensland X-Ray Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Ultrarad No 2 Trust	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	99.9
SKG Radiology Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Sonic Healthcare International Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Sonic Healthcare Pathology Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
A.C.N. 094 980 944 Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Sonic Medlab Holdings Australia Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Sonic Pathology (Queensland) Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Sonic Pathology (Victoria) Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
A.C.N. 002 889 545 Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Clinipath Pathology Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Sullivan Nicolaides Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
Sunton Pty Limited	Grosvenor Place, Level 22, 225 George Street, Sydney, NSW 2000	Australia	100
IPN Healthcare Pty Limited	Level 21, 225 George Street, Sydney, NSW 2000	Australia	100
IPN Healthcare (Vic) Pty Limited	Level 21, 225 George Street, Sydney, NSW 2000	Australia	100
IPN Medical Centres Pty Limited	Level 21, 225 George Street, Sydney, NSW 2000	Australia	100
IPN Medical Centres (QLD) Pty Limited	Level 21, 225 George Street, Sydney, NSW 2000	Australia	100
IPN Medical Centres (NSW) Pty Limited	Level 21, 225 George Street, Sydney, NSW 2000	Australia	100
IPN Medical Centres (VIC) Pty Limited	Level 21, 225 George Street, Sydney, NSW 2000	Australia	100
Medihelp Services Pty Limited	Level 21, 225 George Street, Sydney, NSW 2000	Australia	100
Sonic HealthPlus Pty Limited	Level 21, 225 George Street, Sydney, NSW 2000	Australia	100
Gemini Medical Services Pty Limited	Level 21, 225 George Street, Sydney, NSW 2000	Australia	100

Details of subsidiaries	Address	Country of incorporation	Beneficial interest
Prime Health Group Pty Limited	Level 21, 225 George Street, Sydney, NSW 2000	Australia	100
IPN Clinics Victoria Pty Limited	Level 21, 225 George Street, Sydney, NSW 2000	Australia	100
IPN Medical Victoria Pty Limited	Level 21, 225 George Street, Sydney, NSW 2000	Australia	100
Matrix Skin Cancer Clinics Pty Limited	Level 21, 225 George Street, Sydney, NSW 2000	Australia	100
DoctorDoctor Pty Limited	Level 21, 225 George Street, Sydney, NSW 2000	Australia	100
Sonic Nurse Connect Pty Limited	Level 21, 225 George Street, Sydney, NSW 2000	Australia	100
LabKom Biochemische Dienstleistungen GmbH	August-Wessels-Strasse 5, 86154 Augsburg	Germany	100
Bioscientia Institut für medizinische Diagnostik GmbH	Konrad-Adenauer-Straße 17, 55218 Ingelheim	Germany	100
Labor Augsburg MVZ GmbH	August-Wessels-Strasse 5, 86154 Augsburg	Germany	100
Labor 28 GmbH	Mecklenburgische Straße 28, 14197 Berlin	Germany	100
GLP medical GmbH	Großmoorbogen 25, 21079 Hamburg	Germany	100
Labor Dr. von Froerich GmbH	Großmoorbogen 25, 21079 Hamburg	Germany	100
Labor Lademannbogen MVZ GmbH	Lademannbogen 61-63, 22339 Hamburg	Germany	100
MVZ Labor für Cytopathologie Dr. Steinberg GmbH	Kampstraße 16, 59494 Soest	Germany	100
MVZ Medizinisches Labor Oldenburg Dr. Müller GmbH	Koppelstraße 7, 36135 Oldenburg	Germany	100
MVZ Pathologie Berlin Berger Fietze Linke Nadjari GmbH	Scharnhorstraße 13, 10115 Berlin	Germany	100
Labor Deutscher Platz Leipzig MVZ GmbH	Deutscher Platz 5d, 04103 Leipzig	Germany	100
MVZ für Histologie, Zytologie und molekulare Diagnostik Trier GmbH	Max-Planck-Straße 5, 54296 Trier	Germany	100
MVZ für Histologie, Zytologie und molekulare Diagnostik Düren GmbH	Merzenicher Straße 37, 52351 Düren	Germany	100
MVZ Medizinisches Labor Nord GmbH	Rendsburger Landstraße 215, 24113 Kiel	Germany	100
MVZ Bioscientia Labor Duisburg GmbH	Königstraße 53, 47051 Duisburg	Germany	100
Biovis Diagnostik MVZ GmbH	Konrad-Adenauer-Straße 17, 55218 Ingelheim	Germany	100
Dr. Staber & Kollegen GmbH	Hofer Str. 15, 81737 München	Germany	100
Med-Lab Med. Dienstleistungs GmbH	Bremer Straße 9, 01665 Klipphausen	Germany	100
Med-Lab GmbH Kassel	Herkulesstraße 34a, 34119 Kassel	Germany	100
MVZ Medizinisches Labor Bremen GmbH	Haferwende 12, 28357 Bremen	Germany	100
MVZ Medizinisches Labor Celle GmbH	Neumarkt 1, 29221 Celle	Germany	100
Medlab Central Limited	50 Ruahine Street, Roslyn, Palmerston North, 4440	New Zealand	100
Medica Ärztebedarf AG	Hottingerstraße 5, 8032 Zürich	Switzerland	100
Medica Medizinische Laboratorien Dr F Kaeppli AG	Hottingerstraße 9, 8032 Zürich	Switzerland	100

Details of subsidiaries	Address	Country of incorporation	Beneficial interest
Medisupport SA	Alpenquai 28a, 6005 Luzern	Switzerland	100
Dianalabs SA	rue de la Colline 6, 1205 Genève	Switzerland	99.8
Dianapath SA	rue de la Colline 10, 1205 Genève	Switzerland	100
MCL Medizinische Laboratorien AG	Freiburgstrasse 634, 3172 Niederwangen bei Bern	Switzerland	100
Ortho–Analytic AG	Hertistrasse 1, 8304 Wallisellen	Switzerland	100
Polyanalytic S.A.	Rue de la Gare 11, 1110 Morges	Switzerland	90
Proxilab analyses médicales SA	Avenue des Sciences 1b, 1400 Yverdon-les-Bains	Switzerland	100
Aurigen SA	Avenue de Sévelin 18, 1004 Lausanne	Switzerland	100
Laboratoires BBV S.A.	avenue Léopold-Robert 16-18, 2300 La Chaux-de-Fonds	Switzerland	100
Bioexam AG	Maihofstrasse 95a, 6006 Luzern	Switzerland	100
Medizinische Laboratorien Dr. Toggweiler AG	Hertistrasse 1, 8304 Wallisellen	Switzerland	100
Bioanalytica AG	Maihofstrasse 95a, 6006 Luzern	Switzerland	100
Ecobion SA	rue du Tunnel 15-17, 1227 Carouge	Switzerland	100
The Doctors Laboratory Limited	The Halo Building, 1 Mabledon Place, London, England, WC1H 9AX	United Kingdom	100
TDL Genetics Limited	The Halo Building, 1 Mabledon Place, London, England, WC1H 9AX	United Kingdom	100
NWLHT Analytical LLP	30 Finsbury Square, London, EC2A 1AG	United Kingdom	100
NWLHT Facilities LLP	30 Finsbury Square, London, EC2A 1AG	United Kingdom	100
Health Services Laboratories LLP	The Halo Building, 1 Mabledon Place, London, England, WC1H 9AX	United Kingdom	51
HSL (Nominee) Ltd	The Halo Building, 1 Mabledon Place, London, England, WC1H 9AX	United Kingdom	51
HSL (Analytics) LLP	The Halo Building, 1 Mabledon Place, London, England, WC1H 9AX	United Kingdom	51
HSL (FM) LLP	The Halo Building, 1 Mabledon Place, London, England, WC1H 9AX	United Kingdom	51
HSL Pathology LLP	The Halo Building, 1 Mabledon Place, London, England, WC1H 9AX	United Kingdom	51
LABex Analytics LLP	The Halo Building, 1 Mabledon Place, London, England, WC1H 9AX	United Kingdom	100
LABex Facilities LLP	The Halo Building, 1 Mabledon Place, London, England, WC1H 9AX	United Kingdom	100

Details of subsidiaries	Address	Country of incorporation	Beneficial interest
SH Euro Finance PLC	The Halo Building, 1 Mabledon Place, London, England, WC1H 9AX	United Kingdom	100
Medlab Pathology Limited	3 Dublin Landings, North Wall Quay, Dublin 1, Dublin, DO1C 4EO	Ireland	100
Sonic Healthcare USA Investments, Inc.	12357-A Riata Trace Pkwy, Suite 210 Austin TX 78727-7168	United States	100
Clinical Pathology Laboratories, Inc.	9200 Wall Street Austin TX 78754-4534	United States	100
Pathology Laboratories, Inc.	1946 N 13th St Suite 301 Toledo OH 43604-7258	United States	100
American Esoteric Laboratories, Inc.	12357-A Riata Trace Pkwy, Suite 210 Austin TX 78727-7168	United States	100
Clinical Pathology Laboratories Southeast, Inc.	9200 Wall Street Austin TX 78754-4534	United States	–
Memphis Pathology Laboratory	1701 Century Center Cove, Memphis TN 38134-8975	United States	100
Sonic Healthcare USA, Inc.	12357-A Riata Trace Pkwy, Suite 210 Austin TX 78727-7168	United States	100
Sunrise Medical Laboratories, Inc.	250 Miller Place Hicksville NY 11801-1826	United States	100
Clinical Laboratories of Hawaii, LLP	99-193 Aiea Heights Drive Aiea, HI 96701-3919	United States	100
Pan Pacific Pathologists, LLC	99-193 Aiea Heights Drive Aiea, HI 96701-3919	United States	100
BMHSI/AEL Microbiology Laboratory GP	1701 Century Center Cove, Suite 200 Memphis TN 38134-8975	United States	74.6
East Side Clinical Laboratory, Inc.	10 Risho Avenue East Providence, RI 02914-1215	United States	100
Connecticut Laboratory Partnership, LLC	250 Miller Place Hicksville NY 11801-1826	United States	51
CBLPath, Inc.	760 Westchester Av Rye Brook NY 10573-1431	United States	100
WestPac Labs, Inc.	10200 Pioneer Blvd, Suite 500 Santa Fe Springs CA 90670-6008	United States	100
Aurora Diagnostics, LLC	11025 RCA Center Drive, Ste 300, Palm Beach Gardens, FL 33410-4269	United States	100
Aurora Research Institute, LLC	11025 RCA Center Drive, Ste 300, Palm Beach Gardens, FL 33410-4269	United States	100
Bernhardt Laboratories, Inc.	5008 Mustang Road, Jacksonville, FL 32216	United States	100
Cleveland Skin Pathology Laboratory, Inc.	3737 Park East Drive, Suite 202, Cleveland, OH 44122	United States	100
Consultants in Laboratory Medicine of Greater Toledo, Inc.	2130 W. Central Avenue, Suite 300, Toledo OH 43606	United States	100
Cytopath, Inc.	1004 1st Street, North Ste 200, Alabaster, AL 35007	United States	100
Dermpath New England, LLC	1380 Soldiers Field Road, Suite 100, Brighton, MA 02135	United States	100



Details of subsidiaries	Address	Country of incorporation	Beneficial interest
Greensboro Pathology, LLC	706 Green Valley Road, Suite 104, Greensboro, NC 27408	United States	100
Pathology Solutions, LLC	246 Industrial Way West, Suite 2, Eatontown, NJ 07724	United States	100
Richard Bernert, LLC	9060 East Via Linda, Suite 150, Scottsdale, AZ 85258	United States	100
Seacoast Pathology, Inc.	1 Hampton Road, S307, Exeter, NH 03833	United States	100
Twin Cities Dermatopathology, LLC	9900 13th Avenue North, Suite 2A, Plymouth, MN 55441-5037	United States	100
ProPath Services, LLC	1355 River Bend Dr. Dallas, TX 75247	United States	100
New England Tissue Issue, PLLC	1822 North Main Street, Suite 302, Fall River, MA 02720	United States	100
Sonic Healthcare Benelux NV	Emiel Vloorsstraat 9, 2020 Antwerpen	Belgium	100
Medvet BV	Emiel Vloorsstraat 9, 2020 Antwerpen	Belgium	100
A.M.L. BV	Emiel Vloorsstraat 9, 2020 Antwerpen	Belgium	100
Klinisch Labo Rigo BV	Bosdel 89, 3600 Genk	Belgium	100
A.M.L. West BV	Motestraat 35, 8850 Ardooie	Belgium	100

## ANNEXURE 'B' – Subscription Deed

This is Annexure 'B' of 29 pages referred to in the Form 603 (Notice of initial substantial holder).

A handwritten signature in black ink, appearing to read 'Paul Alexander', with a long, sweeping horizontal stroke extending to the right.

Paul Alexander  
Company Secretary  
Date: 2/12/2022

## Equity Subscription Deed

between

**Microba Life Sciences Limited**  
**ACN 617 096 652**  
**(Company)**

and

**A.C.N. 002 889 545 Pty Ltd**  
**ACN 002 889 545**  
**(Subscriber)**

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**This deed** is made on

28 November 2022

between **Microba Life Sciences Limited (ACN 617 096 652)** of Level 10 324 Queen Street  
Brisbane QLD 4000 (**Company**)

and **A.C.N. 002 889 545 Pty Ltd (ACN 002 889 545)** (**Subscriber**)

## **Recitals**

A The Subscriber, a subsidiary of Sonic Healthcare Limited (ACN 004 196 909), has:

- (i) agreed to subscribe for the Subscription Shares; and
  - (ii) subject to receipt by the Company of Shareholder approval under ASX Listing Rule 7.1, agreed to subscribe for the Subscription Options in the capital of the Company,
- on the terms of this deed.

B The Company has:

- (i) agreed to issue the Subscription Shares in the capital of the Company to the Subscriber; and
- (ii) subject to receipt by the Company of Shareholder approval under ASX Listing Rule 7.1, agreed to issue the Subscription Options in the capital of the Company.

on the terms of this deed.

**Now it is agreed** as follows:

## **1 Definitions and interpretation**

---

### **1.1 Definitions**

In this deed:

**Board** means all directors of the Company except those directors who are unable to make a recommendation in relation to the Required Shareholder Approval by reason of incapacity or leave of absence;

**Business Day** means a day on which banks are open for business in Queensland and NSW, excluding a Saturday, Sunday or public holiday.

**Claim** means any claim, demand, legal proceeding or cause of action including any such claim:

- (a) based in contract (including breach of warranty);
- (b) based in tort (including misrepresentations or negligence);
- (c) under common law; or
- (d) under statute,

whether present, unascertainable, immediate, future or contingent and in any way relating to this deed or the Subscription Shares.

**Company Warranties** means the representations and warranties set out in Schedule 2.

**Constitution** means the constitution of the Company as amended or varied from time to time.

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

**Cut Off Date** means the date that is three months from the Share Completion Date.

**Duty** means any stamp, transaction or registration duty or similar charge imposed by any Government Agency and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them, but excludes any Tax.

**Encumbrance** means any interest or power:

- (a) reserved in or over any interest in any asset including, but not limited to, any retention of title; or
- (b) 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, or having similar commercial effect to, security for payment of a debt, any other monetary obligation or the performance of any other obligation, or any trust or any retention of title and includes, but is not limited to, any deed to grant or create any of the above.

**Exercise Price** has the meaning given to that term in clause (b) of Schedule 5;

**Government Agency** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world.

**GST** means 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** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**GST Law** means has the same meaning as in the GST Act.

**Immediately Available Funds** means payment by electronic funds transfer into the account nominated by the Company and detailed in clause 3.2.

**Law** means:

- (a) principles of law or equity established by decisions of Australian Courts;
- (b) statutes, regulations or by-laws of the Commonwealth of Australia, or any State or Territory of the Commonwealth of Australia or an Australian Government Agency; or
- (c) requirements and approvals (including conditions) of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or an Australian Government Agency that has the force of law.

**Option Completion** means the issue of the Subscription Options under this deed, subject to satisfaction of the condition in clause 4.1.

**Option Completion Date** means the date detailed in the Timetable, being the date of issue of the Subscription Options, or such other date agreed by the parties in writing, subject always to satisfaction of the condition in clause 4.1.

**Option Terms** means the terms set out in Schedule 5.

**Publicly Available Information** means information that the Issuer has disclosed on the ASX platform.

**Relevant Period** means the 12 months before the Share Completion Date.





- (k) a reference to an agreement other than this deed includes a deed and any legally enforceable undertaking, deed, arrangement or understanding, whether or not in writing;
- (l) money amounts are stated in Australian currency unless otherwise specified;
- (m) a reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, deregistration, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death; and
- (n) a reference to a body, other than a party to this deed (including an institute, association or authority), whether statutory or not:
  - (i) which ceases to exist; or
  - (ii) whose powers or functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

### 1.3 Interpretation of inclusive expressions

Specifying anything in this deed after the words 'include' or 'for example' or similar expressions does not limit what else is included.

### 1.4 Calculation of periods of time

In this deed, unless the contrary intention appears:

- (a) 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;
- (b) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (c) if an act prescribed under this deed 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;
- (d) if an event must occur on a stipulated day that is not a Business Day, then the stipulated day will be taken to be the next Business Day; and
- (e) a reference to time is a reference to Brisbane time.

### 1.5 Reasonable endeavours

A reference to, or obligation on, a party using its reasonable endeavours does not include a reference to, or obligation on, that party paying money (except where specifically stated) in the form of an inducement or consideration to a third party to procure something (other than the payment of immaterial expenses or costs, including costs of advisers, to procure the relevant thing) or in circumstances that are commercially onerous or unreasonable in the context of this deed or providing other valuable consideration to or for the benefit of any person or agreeing to commercially onerous or unreasonable conditions.

## **2 Subscription and issue - Shares**

---

### **2.1 Subscription for Subscription Shares**

On the Share Completion Date, the Company agrees to issue, and the Subscriber agrees to subscribe for, the Subscription Shares, for the Subscription Price and for those Subscription Shares to be issued in accordance with clause 3.

### **2.2 Constitution**

On issue of the Subscription Shares, the Subscriber agrees to be bound by the Constitution.

### **2.3 Rights and ranking**

The Company must ensure that all Subscription Shares issued to the Subscriber:

- (a) are issued as fully paid;
- (b) are free of Encumbrances; and
- (c) rank equally in all respects with the other Shares as at the date of Completion.

## **3 Completion – Subscription Shares**

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### **3.1 Time and place for Completion**

Completion of the issue of the Subscription Shares under this deed must take place:

- (a) on the Share Completion Date;
- (b) electronically; and
- (c) at the time (but during banking hours at that place) determined by the Company.

### **3.2 Subscriber obligations on the Share Completion Date**

- (a) On the Share Completion Date, the Subscriber must pay to the Company the Subscription Price for each Subscription Share in Immediately Available Funds to:

*Microba Life Sciences Limited*

*BSB: 084-004*

*Account: 98-438-1685*

*SWIFT code: NATAAU3303M*

- (b) The Company will hold the Subscription Price received on the Share Completion Date on trust pending Share Completion.

### **3.3 Company obligations on the Share Completion Date**

- (a) On or before Share Completion Date, the Company must procure that a meeting of directors of the Company is convened and the directors approve, subject to and with effect at Completion:
  - (i) the issue to the Subscriber of the Subscription Shares; and
  - (ii) the issue to the Subscriber of a holding statement for the Subscription Shares (with an attaching shareholder reference number).
- (b) At the Share Completion Date, the Company must:

- (i) **(Share issue)** issue to the Subscriber the Subscription Shares for the Subscription Price free from any Encumbrance or other third party rights;
- (ii) **(Cleansing Notice)** issue a cleansing notice to the ASX in accordance with section 708A of the Corporations Act for the Subscription Shares;
- (iii) **(Appendix 2A)** lodge with the ASX an application for quotation to the ASX by way of a completed Appendix 2A for the Subscription Shares;
- (iv) **(Holding Statement)** issue, or procure the issue, to the Subscriber a holding statement (with an attaching shareholder reference number) in the name of the Subscriber for the Subscription Shares; and
- (v) **(register of members)** procure the update of the register of members of the Company to record the Subscriber as the registered holder of the Subscription Shares.

### 3.4 Post Share Completion actions

As soon as practicable following Share Completion of the Subscription Shares, the Company must ensure that all required regulatory forms are lodged with the relevant Government Agencies to evidence the issue of the Subscription Shares and any other relevant matters.

## 4 Condition precedent to Option Completion

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### 4.1 Condition precedent to issue

- (a) The obligations of the parties under clauses 5 and 6 are entirely separate obligations to the conditional obligations under clauses 2 and 3.
- (b) Notwithstanding any other provision in this deed, for the purposes of ASX Listing Rule 7.2 (Exception 17), the obligations of the parties under clauses 5 and 6 are conditional on, and do not become binding unless and until, approval from Shareholders is received under ASX Listing Rule 7.1 for the issue of the Subscription Options (**Required Shareholder Approval**).

### 4.2 Best endeavours to satisfy conditions precedent

The Company will:

- (a) prepare a notice of meeting and an explanatory memorandum (**Meeting Materials**) which complies with the constitution, the Corporations Act and Listing Rules for the purposes of seeking the Required Shareholder Approval;
- (b) give the Subscriber a reasonable opportunity to review and comment on the Meeting Materials;
- (c) convene a general meeting of Shareholders on or before the Cut Off Date to seek the Required Shareholder Approval,
- (d) procure that the Board of the Company recommends the issue of the Subscription Options such that the Company can make a statement that the Board recommends that Shareholders vote in favour of the Required Shareholder Approval in the Meeting Materials and any ASX announcement relating to the Required Shareholder Approval;
- (e) procure that the Board does not withdraw or adversely modify its recommendation as contemplated by clause 4.2(d) or make any public statement inconsistent with that recommendation;

- (f) procure that no director of the Company recommends that shareholders vote against the resolution or makes a public statement inconsistent with the recommendation contemplated by clause 4.2(d); and
- (g) otherwise use its best endeavours to procure that that approval is obtained.

#### 4.3 Notice

Each party must promptly notify the other party in writing if it becomes aware that a condition in clause 4.1 has been satisfied or has become incapable of being satisfied.

#### 4.4 Waiver

The condition in clause 4.1 is for the benefit of all parties and are not capable of being waived.

#### 4.5 No binding deed for issue

For the avoidance of doubt, nothing in this deed will cause a binding obligation for the issue of the Subscription Options unless and until the condition in clause 4.1 has been satisfied and no person will obtain rights in relation to those Subscription Options as a result of this deed unless and until that condition has been satisfied.

### 5 Subscription and issue - Options

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#### 5.1 Operation of this clause

This clause 5 only becomes operative upon satisfaction of the condition in clause 4.1,

#### 5.2 Subscription for Subscription Shares

Subject to satisfaction of the condition in clause 4.1, on the Option Completion Date, the Company agrees to issue, and the Subscriber agrees to subscribe for, the Subscription Options.

#### 5.3 Terms

The Subscription Options will be issued:

- (a) in accordance with clause 6; and
- (b) on the Option Terms.

#### 5.4 Rights and ranking

The Company must ensure that all Subscription Options issued to the Subscriber:

- (a) are issued as fully paid, subject to payment of the Exercise Price; and
- (b) are free of Encumbrances.

### 6 Completion – Subscription Options

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#### 6.1 Operation of this clause

This clause 6 only becomes operative upon satisfaction of the condition in clause 4.1.

#### 6.2 Time of issue of the Subscription Options

Subject to satisfaction of the condition in clause 4.1, completion of the issue of the Subscription Options under this deed must take place on the Option Completion Date.

### 6.3 Obligations of Company

- (a) On or before the Option Completion Date, the Company must procure that a meeting of directors of the Company is convened and the directors approve, subject to and with effect at Option Completion:
  - (i) the issue to the Subscriber of the Subscription Options; and
  - (ii) the issue to the Subscriber of a holding statement for the Subscription Options (with an attaching shareholder reference number).
- (b) On the Option Completion Date, the Company must:
  - (i) **(Options issue)** issue to the Subscriber the Subscription Options free from any Encumbrance or other third party rights;
  - (ii) **(Appendix 3G)** lodge with the ASX a completed Appendix 3G for the Subscription Options;
  - (iii) **(Holding Statement)** issue, or procure the issue, to the Subscriber a holding statement (with an attaching shareholder reference number) in the name of the Subscriber for the Subscription Options; and
  - (iv) **(register of members)** procure the update of the register of optionholders of the Company to record the Subscriber as the registered holder of the Subscription Options.

## 7 Warranties

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### 7.1 Company Warranties

The Company gives the Company Warranties to and for the benefit of the Subscriber.

### 7.2 Subscriber Warranties

The Subscriber gives the Subscriber Warranties to and for the benefit of the Company.

### 7.3 Repetition of Warranties

The Warranties are given:

- (a) in respect of each Warranty which is expressed to be given on a particular date, on that date; and
- (b) in respect of each other Warranty, on the date of this deed and immediately before Completion.

### 7.4 Survival

The Warranties survive the execution and Completion of this deed.

### 7.5 Reliance

- (a) The Company acknowledges that the Subscriber enters into this deed in reliance on each Company Warranty.
- (b) The Subscriber acknowledges that the Company enters into this deed in reliance on each Subscriber Warranty.



- (b) a receiver, receiver and manager, judicial manager, liquidator, administrator or like official is appointed over the whole or a substantial part of the undertaking or property of the Company; or
- (c) a holder of an Encumbrance takes possession of the whole or any substantial part of the undertaking and property of the Company.

## 9.2 Termination by the Company

The Company may terminate this deed at any time before Share Completion by notice in writing to the Subscriber if:

- (a) an order is made or an effective resolution is passed for the winding up or dissolution without winding up (otherwise than for the purposes of reconstruction or amalgamation) of the Subscriber;
- (b) a receiver, receiver and manager, judicial manager, liquidator, administrator or like official is appointed over the whole or a substantial part of the undertaking or property of the Subscriber; or
- (c) a holder of an Encumbrance takes possession of the whole or any substantial part of the undertaking and property of the Subscriber.

## 9.3 Effect of Termination

If this deed is terminated under this clause 9:

- (a) each of the Company and the Subscriber retains the rights it has against the other in respect of any breach of this deed occurring before termination;
- (b) the Company must return to the Subscriber all documents delivered to the Company by the Subscriber and the Subscriber must return to the Company all documents delivered to the Subscriber by the Company;
- (c) if the Company has received the Subscription Price under clause 3.2(a) and the Subscription Shares have not yet been issued, the Company must return the Subscription Price to the Subscriber; and
- (d) the rights and obligations of each of the Company and the Subscriber under each of the following clauses will continue independently from the other obligations of those parties and survive termination of this deed:
  - (i) clause 1 (Definitions and interpretation);
  - (ii) clause 9 (Termination);
  - (iii) clause 10 (Confidentiality and announcements);
  - (iv) clause 11 (Duty);
  - (v) clause 12 (GST); and
  - (vi) clause 13 (General).

## 9.4 No other right to terminate or rescind

No party may terminate or rescind this deed (including on the grounds of any breach of Warranty or misrepresentation that occurs or becomes apparent before Completion) except as permitted under this clause 9.

Each party (**recipient**) must keep secret and confidential, and must not divulge or disclose any information relating to another party or its business (which is disclosed to the recipient by the other party, its representatives or advisers), this deed other than to the extent that:

- (a) the information is in the public domain as at the date of this deed (or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on the recipient);
- (b) the recipient is required to disclose the information by applicable law or the rules of any recognised stock exchange on which its shares or the shares of any of its related bodies corporate are listed, provided that the recipient has consulted (to the extent practicable) with the provider of the information as to the form and content of the disclosure;
- (c) the disclosure is made by the recipient to its financiers or lawyers, accountants, investment bankers, consultants or other professional advisers to the extent necessary to enable the recipient to properly perform its obligations under this deed or to conduct their business generally, in which case the recipient must ensure that such persons keep the information secret and confidential and do not divulge or disclose the information to any other person;
- (d) the disclosure is required for use in legal proceedings regarding this deed; or
- (e) the party to whom the information relates has consented in writing before the disclosure.

Each recipient must ensure that its directors, officers, employees, agents, representatives, financiers, advisers and related bodies corporate comply in all respects with the recipient's obligations under clause 10.1.

### 11.1 Duties

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

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



## 12 GST

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### 12.1 Definitions

Words used in this clause 12 that have a defined meaning in the GST Law, have the same meaning as in the GST Law unless the context indicates otherwise.

### 12.2 GST

- (a) Unless expressly included, the consideration for any supply under or in connection with this deed does not include GST.
- (b) To the extent that any supply made under or in connection with this deed is a taxable supply (other than any supply made under another deed that contains a specific provision dealing with GST), the recipient must pay, in addition to the consideration provided under this deed 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 clauses 12.2(a) and 12.2(b) applies:
  - (i) the supplier must determine the amount of the GST component of the consideration payable; and
  - (ii) 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.

### 12.3 Tax invoices

The supplier must issue a Tax invoice to the recipient of a supply to which clause 12.2 applies no later than 7 days following payment of the GST inclusive consideration for that supply under that clause.

### 12.4 Reimbursements

If either party is entitled under this deed to be reimbursed or indemnified by the other party for a cost or expense incurred in connection with this deed, the reimbursement or indemnity payment must not include any GST component of the cost or expense to the extent that the cost or expense is the consideration for a creditable acquisition made by the party being reimbursed or indemnified, or by its representative member.

## 13 General

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### 13.1 Notices

- (a) Any notice or other communication (including any request, demand, consent or approval):
  - (i) must be in legible writing and in English; and
  - (ii) addressed to that party as shown Schedule 1 (or any alternative details nominated to the sending party by Notice).
- (b) Only a notice or communication given in accordance with clause 13.1(a) can be relied on by the addressee as being genuine, correct and authorised by the Subscriber or the Company (as the case may be) and the addressee is not liable to any other



### 13.8 Remedies cumulative

### 13.9 Counterparts

### 13.10 Severability

### 13.11 No merger

### 13.12 Entire agreement

### 13.13 Contra proferentem excluded

### 13.14 Attorneys

### 13.15 Authorised representatives

### 13.16 Exercise of rights

## Schedule 1

### Notice details

#### 1 Part A: Company

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##### Microba Life Sciences Limited ACN 617 096 652

Address	Level 10 324 Queen Street Brisbane QLD 4000
Attention	James Heath, Chief Financial Officer and Company Secretary
Phone	61 403 339 320
Email	James.Heath@microba.com With a copy to: ecook@tglaw.com.au

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#### 2 Part B: Subscriber

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##### A.C.N. 002 889 545 Pty Ltd (ACN 002 889 545)

Address	Level 22, Grosvenor Place, 225 George Street, Sydney NSW 2000
Attention	Chris Wilks / Paul Alexander
Email	cdwilks@bigpond.com / pauljalex@bigpond.com With a copy to: ccondoleon@gtlaw.com.au

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- (c) The Issuer is not aware of any reason why the ASX would not grant quotation of all Subscription Shares on ASX on the Share Completion Date.
- (d) The Subscription Shares will at Share Completion represent 19.99% of the issued share capital of the Company.

### 1.8 Subscription Options

Subject to satisfaction of the condition in clause 4.1, the Subscriber will acquire at Option Completion:

- (a) the full legal and beneficial ownership of the Subscription Options free and clear of all Encumbrances, subject to registration of the Subscriber in the register of members;
- (b) the Subscription Options free of competing rights, including pre-emptive rights or rights of first refusal; and
- (c) the Subscription Options are exercisable for a number of Shares which will represent, immediately following Share Completion, 5% of the issued share capital of the Company.

### 1.9 Solvency

- (a) The Company has not gone, or proposed to go, into liquidation.
- (b) The Company has not passed a winding-up resolution or commenced steps for winding-up or dissolution.
- (c) The Company has not received a deregistration notice under section 601AB of the Corporations Act or applied for deregistration under section 601AA of the Corporations Act.
- (d) The Company has not been presented or threatened with a petition or other process for winding-up or dissolution and, so far as the Company is aware, there are no circumstances justifying a petition or other process.
- (e) No receiver, receiver and manager, judicial manager, liquidator, administrator, official manager has been appointed, or is threatened or expected to be appointed, over the whole or a substantial part of the undertaking or property of the Company, and, so far as the Company is aware, there are no circumstances justifying such an appointment.
- (f) The Company has not entered into, or taken steps or proposed to enter into, any arrangement, compromise or composition with or assignment of the benefit of its creditors or class of them.

### 1.10 Disclosure

The Company is in full compliance with its periodic and continuous disclosure obligations under the ASX Listing Rules and the Corporations Act and it is not withholding any excluded information for the purposes of sub-section 708A(6)(e) of the Corporations Act, other than the information in relation to this deed and information in respect of a term sheet relating to a proposed licence and distribution arrangement proposed to be also announced to the ASX at the time the transaction the subject of this deed is announced.

### 1.11 Compliance with laws

The Company and each of its Related Bodies Corporate (as defined in the Corporations Act) have complied in all material respects with all Australian or foreign laws and regulations applicable to them or orders of Australian or foreign Government agencies having jurisdiction over it (including the Corporations Act and the ASX Listing Rules).

- (a) the 18,800,000 options detailed in the prospectus of the Company lodged with ASIC on 11 February 2022 (**Prospectus**); and
- (b) the ability for up to 10,886,385 Shares to be issued to Ginkgo Bioworks, Inc under the terms of the Technical Development Agreement dated 20 January 2022 and described in the Prospectus.

- (a) The Company's sole purpose for issuing the Subscription Shares is to fund the Company's microbiome therapeutics and testing activities and its purpose does not and will not include any or all of the Subscription Shares being offered for the purpose of the Subscriber selling or transferring them or granting, issuing or transferring interests in, or options over, them.
- (b) The Subscription Shares are in a class of securities:
  - (i) that were quoted securities (as defined in the Corporations Act) at all times in the 3 months before the Share Completion Date; and
  - (ii) in which trading on ASX has not been suspended for more than a total of 5 days during the shorter of the period during which the Shares have been quoted and the Relevant Period.
- (c) No ASIC determination under sub-section 708A(2) of the Corporations Act is in force in respect of the Issuer for contravention by the Issuer during the Relevant Period of any of the provisions listed in sub-section 708A(2) of the Corporations Act.
- (d) No exemption under sections 111AS or 111AT of the Corporations Act covered the Issuer, or any person as director or auditor of the Issuer at any time during the shorter of the period during which the Shares have been quoted and the Relevant Period.
- (e) No order under sections 340 or 341 of the Corporations Act covered the Issuer, or any person as director or auditor of the Issuer during the shorter of the period during which the Shares have been quoted and the Relevant Period.
- (f) Upon compliance by the Issuer with its obligations under clause 3.3(b)(ii), the offer for sale of the Subscription Shares by the Issuer will not be an offer or sale to which sub-section 707(3) of the Corporations Act applies as to require the offeror or seller to prepare and lodge with ASIC a prospectus or other disclosure document relating to the sale.

The Board has confirmed that it will act in accordance with clause 4.2(d) and 4.2(e) of this deed.

### Schedule 3

#### Subscriber Warranties

#### 1 General warranties

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- (a) The Subscriber is duly incorporated and validly exists under the law of its place of incorporation.
- (b) The Subscriber has full power and capacity to enter into and perform its obligations under this deed.
- (c) All necessary authorisations for the execution, delivery and performance by the Subscriber of this deed in accordance with its terms have been obtained or will be obtained prior to Completion.
- (d) This deed constitutes a legal, valid and binding obligation of the Subscriber, enforceable in accordance with its terms by appropriate legal remedy.
- (e) The execution, delivery and performance of this deed:
  - (i) complies with the Subscriber's constitution or other constituent documents (as applicable); and
  - (ii) does not constitute a breach of any writ, order or injunction, judgment, law, rule, regulation or obligation, or cause or result in a default under any agreement, or Encumbrance, by which the Subscriber is bound and which would prevent it from entering into and performing its obligations under this deed.
- (f) The Subscriber has not gone into liquidation.
- (g) The Subscriber has not passed a winding-up resolution or commenced steps for winding-up or dissolution.
- (h) The Subscriber has not received a deregistration notice under section 601AB of the Corporations Act or applied for deregistration under section 601AA of the Corporations Act (or equivalent under the laws of its place of incorporation).
- (i) The Subscriber has not been presented or threatened with a petition or other process for winding-up or dissolution and, so far as the Subscriber is aware, there are no circumstances justifying a petition or other process.
- (j) No receiver, receiver and manager, judicial manager, liquidator, administrator, official manager has been appointed, or is threatened or expected to be appointed, over the whole or a substantial part of the undertaking or property of the Subscriber, and, so far as the Subscriber is aware, there are no circumstances justifying such an appointment.
- (k) The Subscriber has not entered into, or taken steps or proposed to enter into, any arrangement, compromise or composition with or assignment of the benefit of its creditors or class of them.
- (l) The Subscriber is an indirectly wholly-owned subsidiary of Sonic Healthcare Limited ACN 004 196 909.



## 2 Investment warranties

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- (a) The Subscriber is a 'sophisticated investor' for the purposes of section 708(8) of the Corporations Act and consequently an investor to whom Shares (including the Subscription Shares) may be issued without disclosure under section 708 of the Corporations Act.
- (b) The Subscriber has, or will have, sufficient financial resources to fulfil its obligations under this deed and the Subscriber is able to bear the economic risk of an investment in the Subscription Shares.
- (c) Other than in respect of the Publicly Available Information and as set out in this deed, the Subscriber has not relied on any warranty or representation (including in respect of the future financial performance or prospects of the Company) made by the Company or any of its officers or representatives in its decision to subscribe for the Subscription Shares.
- (d) The Subscriber has made and relied upon its own assessment of the Company and has conducted its own investigations with respect to the Subscription Shares, Subscription Options and the Company including, without limitation, the particular Tax consequences of subscribing for, owning or disposing of the Subscription Shares and Subscription Options in light of its particular situation and the Subscriber has decided to subscribe for the Subscription Shares and Subscription Options based on its own enquiries and professional advice, and not in reliance upon any act, investigation, research, recommendation, representation or document provided by the Company, its advisers or any person acting on behalf of the Company (other than the Publicly Available Information or this deed (including the Company Warranties)).
- (e) The Subscriber has not relied on anything other than the Company Warranties and Publicly Available Information in agreeing to subscribe for the Subscription Shares and, upon satisfaction of the condition in clause 4.1, the Subscription Options and, in particular, no representations, warranties, promises, undertakings, statements or conduct except those expressly set out in this deed (including in the Company Warranties) or the Publicly Available Information have:
  - (i) induced or influenced the Subscriber to enter into, or agree to any terms or conditions of, this deed;
  - (ii) been relied on in any way as being accurate by the Subscriber;
  - (iii) been warranted to the Subscriber as being true; or
  - (iv) been taken into account by the Subscriber as being important to its decision to enter into, or agree to any or all of the terms of, this deed.
- (f) For the avoidance of doubt, the Company has provided no warranty or representation that the condition in clause 4.1 will be satisfied.
- (g) The Subscriber has knowledge and experience in financial matters such that the Subscriber is capable of evaluating the merits and risks of subscribing for the Subscription Shares and Subscription Options. The Subscriber has determined the Subscription Shares and Subscription Options to be a suitable investment.

**Schedule 4**  
**Subscription table**

**Part 1 - Subscription table**

<b>Subscriber</b>	<b>Subscription Price</b>	<b>Subscription Shares</b>
A.C.N. 002 889 545 Pty Ltd ACN 002 889 545	\$17,833,269.48 (being \$0.26 per Subscription Share)	68,589,498 Subscription Shares
<b>Subscriber</b>	<b>Exercise Price</b>	<b>Subscription Options</b>
A.C.N. 002 889 545 Pty Ltd ACN 002 889 545	\$0.33	22,863,168 Subscription Options

**Part 2 – Timetable**

	<b>Share Completion Date / Option Completion Date</b>
<b>Subscription Shares</b>	1 December 2022
<b>Subscription Options</b>	Within 5 business days of satisfaction of the condition in clause 4.1

## Schedule 5

### Terms of Subscription Options

The terms of issue of the Subscription Options are set out below:

- (a) **Entitlement:** Subject to and conditional upon any adjustment in accordance with these conditions, each Subscription Option entitles the holder to subscribe for one (1) Share upon payment of the Exercise Price.
- (b) **Exercise Price:** The exercise price for a Subscription Option is A\$0.33 per Share (**Exercise Price**).
- (c) **Expiry Date:** The Subscription Options will expire at 5:00pm (Brisbane time) on the date that is 18 months after the date the Subscription Shares are issued (**Expiry Date**). A Subscription Option not exercised before that expiry date will automatically lapse on that Expiry Date.
- (d) **Exercise period:** The Subscription Options are exercisable at any time from the date of its issue until 5:00pm on the Expiry Date (Brisbane time).
- (e) **Exercise notice:** Subject to compliance with the Corporations Act, the Subscription Options may be exercised during the exercise period specified in these conditions by forwarding to the Company an exercise notice substantially in the form contained in Schedule 6 (**Exercise Notice**) together with payment (in cleared funds) to the account set out in clause 3.2 of this deed of the Exercise Price for the number of Shares to which the Exercise Notice relates.
- (f) **Partial exercise:** The Subscription Options may be exercised in full or in parcels of at least 1,000,000 Subscription Options (or such lesser amount in the event the holding of Subscription Options by an Optionholder is less than 1,000,000 Subscription Options).
- (g) **Timing of issue of Shares on exercise:** Within five (5) Business Days after the Exercise Notice is received, the Company will:
  - (A) allot and issue the number of Shares as specified in the Exercise Notice and for which the Exercise Price has been received by the Company in cleared funds; and
  - (A) apply for official quotation on the ASX of Shares issued pursuant to the exercise of the Subscription Option; and
  - (B) lodge a:
    - (I) cleansing notice under section 708A(5)(e) of the Corporations Act; or
    - (II) cleansing prospectus under section 713 of the Corporations Act.
- (h) **Participation in new issues:** The Subscription Options do not confer any right on the Optionholder to participate in a new issue of securities without exercising the Subscription Option.
- (i) **Shares issued on exercise:** Shares issued as a result of the exercise of a Subscription Option will be fully paid and rank pari passu in all respects with all other Shares then on issue.
- (j) **Dividend:** The Subscription Options do not confer any rights to dividends. Shares issued upon the exercise of a Subscription Option will only carry an entitlement to receive a dividend if they were issued on or before the Record Date for the dividend.

- (k) **Adjustment for pro rata issue:** In the event of a pro rata issue of Shares by the Company (except a bonus issue), the Exercise Price for a Subscription Option will be adjusted in accordance with ASX Listing Rule 6.22.2.
- (l) **Adjustment for bonus issue:** If there is a bonus issue to Shareholders, the number of Shares over which each Subscription Option is exercisable will be increased by the number of Shares which the Optionholder would have received if the Subscription Option had been exercised before the Record Date for the bonus issue.
- (m) **Adjustment for reorganisation of capital:** If the Company reorganises its capital, the rights of the Optionholder (and the Exercise Price) will be changed to the extent necessary to comply with ASX Listing Rule 7.22 applying to a reorganisation of capital, at the time of the reorganisation.
- (n) **Not quoted:** The Company will not apply for quotation of the Subscription Options on the ASX.
- (o) **Transferability:** A Subscription Option is only transferable up until it lapses, with the Company's prior written consent.

## Schedule 6 Exercise Notice

**To: James Heath, Chief Financial Officer & Company Secretary**

**Email:** James.Heath@microba.com

### Exercise of Subscription Options

A.C.N. 002 889 545 Pty Ltd hereby exercises [*insert number*] of the Subscription Options granted to it under clauses 5 and 6 of the Equity Subscription Agreement date [*insert*] between it and Microba Life Sciences Limited ACN 617 096 652 (**Equity Subscription Agreement**).

Words defined in the Equity Subscription Agreement have the same meaning when used in this notice.

Dated:

Executed by A.C.N. 002 889 545 Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth) by:

**Executed as a deed**

**Executed by Microba Life Sciences Limited  
ACN 617 096 652** in accordance with section  
127 of the *Corporations Act 2001* (Cth):

Director

PASQUALE ROMBOLA

Name of Director  
BLOCK LETTERS

~~Director~~ \*Company Secretary

JAMES HEATH

Name of ~~\*Director~~ \*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate

**Executed by A.C.N. 002 889 545 Pty Ltd ACN  
002 889 545** in accordance with section 127 of  
the *Corporations Act 2001* (Cth):

Director

Chris Wilks

Name of Director  
BLOCK LETTERS

~~Director~~ \*Company Secretary

Paul Alexander

Name of ~~\*Director~~ \*Company Secretary  
BLOCK LETTERS  
\*please strike out as appropriate