

Form 603

Corporations Act 2001 Section 671B

Notice of initial substantial holder

To Company name/Scheme **Eagle Health Holdings Limited**
A.C.N. or A.R.S.N. **ACN 616 382 515**

1 Details of substantial holder (1)

Name **Eagle Health Holdings Limited**
ACN/ARSN (if applicable) **ACN 616 382 515**

The holder became a substantial holder on 27 June 2017

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	250,000,000	250,000,000	79.9919%

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
Eagle Health Holdings Limited	Restriction on disposal of shares under voluntary escrow arrangements disclosed in Eagle Health Holdings Limited's prospectus dated 24 April 2017 gives Eagle Health Holdings Limited a technical "relevant interest" in its own shares under section 608(1)(c) of the Corporations Act 2001 (Cth). However, Eagle Health Holdings Limited has no right to acquire these shares or to control the voting rights attaching to these shares.	250,000,000 fully paid ordinary shares

4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Eagle Health Holdings Limited	Creator Global Holdings Limited	Creator Global Holdings Limited	250,000,000 fully paid ordinary shares
	Wangwang Fortune Co.,Ltd	Wangwang Fortune Co.,Ltd	
	Pasin Holdings Co.,Ltd	Pasin Holdings Co.,Ltd	
	Herb Garden Biotechnology Co.,Ltd	Herb Garden Biotechnology Co.,Ltd	
	Fucheng United Finance Co.,Ltd	Fucheng United Finance Co.,Ltd	
	Huang Qian Xu	Huang Qian Xu	
	Mr Huang Sheng Qi	Mr Huang Sheng Qi	
	Ms Shu Aihua	Ms Shu Aihua	
	Ms Zhang Ai Jun	Ms Zhang Ai Jun	
	Xu Xianqi	Xu Xianqi	

5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Eagle Health Holdings Limited	23 April 2017	Non-cash pursuant to voluntary restriction agreements between Eagle Health Holdings Limited and each registered holder of securities listed in Item 4 attached as Annexure A.		250,000,000 fully paid ordinary shares

6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

7. Addresses

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

Name	Address
Eagle Health Holdings Limited	Level 23, 530 Collins Street, Melbourne, VIC, 3000
Creator Global Holdings Limited	P.O. BOX 957, Offshore Incorporations Centre, Road Town Tortola, British Virgin Islands
Wangwang Fortune Co., Ltd	OMC, Chambers, Wickhams Cay1, Road Town Tortola, British Virgin Islands
Pasin Holdings Co., Ltd	OMC, Chambers, Wickhams Cay1, Road Town Tortola, British Virgin Islands
Herb Garden Biotechnology Co., Ltd	OMC, Chambers, Wickhams Cay1, Road Town Tortola, British Virgin Islands
Fucheng United Finance Co., Ltd	OMC, Chambers, Wickhams Cay1, Road Town Tortola, British Virgin Islands
Huang Qian Xu	Room 2803, No.128, Gugong Road, Siming District, Xiamen, Fujian, PRC
Mr Huang Sheng Qi	No.240, Beida Road, Gulou District, Fuzhou, Fujian, PRC
Ms Shu Aihua	No. 301 Zhonghua Bei Road, Zhushan District, Jing Dezheng, Jiangxi, PRC
Ms Zhang Ai Jun	Room 403, Unit1, No.83 Xuzhou Road, Shinan District, Qingdao, Shandong, PRC
Xu Xiangqi	Room 1003, No.9 Building, Chengkaihuayuan, Nanpu Street, Lucheng District, Wenzhou, Zhejiang

Signature

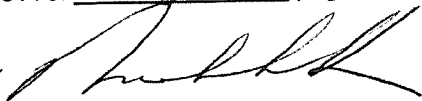
print name ANDREW. L SMITH capacity DIRECTOR
sign here [Signature] date 29 June 2017

Eagle Health Holdings Limited (ACN 616 382 515)

Annexure A

This is Annexure A of 162 pages referred to in Form 603 – Notice of initial substantial holder:

Signed:



Date:

29 June 2017

Name:

Andrew L. Smith

Voluntary Escrow Deed

Eagle Health Holdings Limited

and

Creator Global Holdings Limited

and

Zhang Mingwang

Ref TK:DW:611879

Doc ID 397654933/v1

Level 26, 530 Collins Street, Melbourne VIC 3000 Australia
PO Box 3, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500
Facsimile 1300 365 323 (Australia) +61 3 9034 3257 (International)
hwlebsworth.com.au

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Voluntary Escrow Deed

Date

6 March 2017

Parties

Eagle Health Holdings Limited (ACN 616 382 515)

of c/- HWL Ebsworth, Level 26, 530 Collins Street, Melbourne, VIC, 3000

(Entity)

**Creator Global Holdings Limited (British Virgin Islands Company
Number: 1922176)**

of P.O.BOX957, Offshore Incorporations Centre, Road Town Tortola,
British Virgin Islands

(Holder)

Zhang Minwang

of No. 220-228, Meihe 3rd Road, (Xike Light Industrial Park), Tongan
District, Xiamen City, Fujian Province, PRC

(Controller)

Recitals

- A. At the Entity's request, the Holder and the Controller have agreed to restrictions in relation to the Restricted Securities contained in this Agreement and to the other provisions of this Agreement.

The parties agree, in consideration of, among other things, the mutual promises contained in this agreement as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this agreement:

ASX	means ASX Limited ACN 008 624 691.
Business Day	means a day on which banks are open for business in the State of Victoria, Australia, excluding a Saturday, Sunday or public holiday.
CHESS	means the Clearing House Electronic Subregister System.
Controller	means the holder set out in item 2 of the Schedule.
Controller Interests	means, in respect of a Controller, the securities, substantial economic or beneficial interest in the Restricted Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 5 of the Schedule.
Dealing	in respect of any Restricted Security, means to: <ul style="list-style-type: none"> (a) dispose of, or agree or offer to dispose of, that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; (b) create, or agree or offer to create, any Security Interest in that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; or (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Security or any legal, beneficial or economic interest in that Restricted Security.
Deal and Dealt	each have a corresponding meaning.
Escrow Period	means the periods set out in item 3 of the Schedule.
Holder	means the holder set out in item 1 of the Schedule.

Listing Rules	means the official listing rules of ASX as amended from time to time.
PPSA	means the <i>Personal Property Securities Act 2009</i> (Cth).
Restricted Securities	means the securities set out in item 4 of the Schedule.
Security Interest	means an interest or power: <ul style="list-style-type: none"> (a) reserved in or over an 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 the PPSA, a bill of sale, mortgage, lien, pledge, trust or power; and (c) any agreement to grant or create any interest or power referred to in paragraphs (a) or (b) of this definition.
Shares	means fully paid ordinary shares in the capital of the Entity.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this the have a corresponding meaning;
- (e) a reference to a "person" includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any Government Agency (whether or not having a separate legal personality);
- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;

- (g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any clause, annexure, exhibit and schedule;
- (h) a reference to a document (including this Agreement) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to any document includes that party's successors and permitted assigns;
- (j) a reference to time is to Sydney time;
- (k) the word person means a natural person and any association, body or entity whether incorporated or not;
- (l) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (m) a covenant or agreement on the part of two or more persons binds them jointly and severally;
- (n) no rule of construction applies to the disadvantage of a party because this Agreement is prepared by (or on behalf of) that party; and
- (o) a reference to any thing is a reference to the whole and each part of it.

1.3 Business Day

If anything under this agreement is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.

1.4 Definitions

Unless otherwise defined in this Agreement, terms defined in the Listing Rules have that defined meaning in this Agreement.

2. Escrow Restrictions

2.1 Escrow Restrictions – Holder

Subject to clause 2.3, the Holder must not Deal in the Restricted Securities during the Escrow Period.

2.2 Escrow Restrictions – Controller

Subject to clause 2.3, each Controller must not Deal in its Controller Interests during the Escrow Period.

2.3 Exceptions

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

- (a) the acceptance of a bona fide takeover bid, including a proportionate takeover bid, made in respect of all or some of the Shares;
- (b) the transfer or cancellation of the Shares as part of a scheme of arrangement; or
- (c) if the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

2.4 Reinstatement of no Dealing undertaking

If a takeover bid referred to in clause 2.3(a) does not become unconditional or a scheme of arrangement referred to in clause 2.3(b) does not take effect, the obligations in clauses 2.1 and 2.2 will be reinstated for the duration of the Escrow Period.

2.5 Notice

If the Holder or a Controller becomes aware:

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

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

2.6 Notice of end of Escrow Period

The Entity will notify the Holder and the Controller of the expiry of the Escrow Period upon the expiry of the Escrow Period.

3. Rights Attaching to Restricted Securities

Nothing in this Agreement, including clause 2, affects or in any way restricts the following rights attaching to the Restricted Securities:

- (a) the right to vote;
- (b) the right to receive dividends or other forms of distribution, including in-specie distributions or capital returns; and

- (c) the right to participate in any form of rights, entitlement or other pro-rata offer to shareholders or any bonus or dividend reinvestment plan.

4. Holding Lock

4.1 Application

The Entity must apply a holding lock to the Restricted Securities during the Escrow Period (if the Restricted Securities are held on an issuer sponsored subregister) or give notice to the securities clearing house requesting it to apply a holding lock (if they are held in a CHES holding).

4.2 Consent

The Holder and the Controller consent to:

- (a) the Entity entering the Restricted Securities on the Entity's issuer sponsored subregister; and
- (b) the application of a holding lock to such Restricted Securities,

during the Escrow Period. The Entity must take all steps necessary to ensure the Restricted Securities become fully transferable at the end of the Escrow Period.

4.3 Removal of Holding Lock

At least 10 Business Days prior to the expiry of the relevant Escrow Period, the Entity must apply to remove any holding lock applied to the applicable Restricted Securities under clause 4.1 (if they are held on an issuer sponsored subregister) or give notice to the securities clearing house requesting it to remove the holding lock (if they are in a CHES holding). The removal of the holding lock is to take effect from the day after the last day of the relevant Escrow Period.

5. Warranties, Representations and Undertaking

5.1 Giving of Warranties

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

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

5.2 Warranties and Representations

The Holder and each Controller jointly and severally represent and warrant that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Agreement (including, if the Holder or Controller has entered into this Agreement as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**);
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (c) this Agreement constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this Agreement does not and will not violate, breach or result in a contravention of:
- (e) any applicable law, regulation or authorisation;
- (f) its constitution or other constituent documents (or, if the Holder or Controller is a Trustee, the trust deed for the Trust); or
- (g) any agreement, undertaking, Security Interest, or document which is binding on it;
- (h) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in the Restricted Securities such that it will take effect during the Escrow Period;
- (i) the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (j) there is no person who has, or will have, at or immediately following Completion, any substantial economic or beneficial interest in the Restricted Securities other than the Holder and the Controller;
- (k) the Holder will at Completion, hold the Restricted Securities set out in item 4 of the Schedule and each Controller will at Completion, hold its Controller Interests set out in item 5 of the Schedule;
- (l) if the Holder or a Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (m) if the Holder or a Controller is a Trustee:
 - (i) the Holder or Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this Agreement and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient

to satisfy that right in full and the Holder or Controller has not released or disposed of its equitable lien over that trust; and

- (ii) the Trust has not been terminated and there is not effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

5.3 Undertaking

The Holder and each Controller undertakes to the Entity:

- (a) to comply in all respects with this Agreement; and
- (b) not to seek any waiver or variation of this Agreement without the prior written consent of the Entity.

5.4 Effect of Breach of Warranty

A breach of any of the warranties set out in clause 5.1 is a breach of this Agreement.

5.5 Survival of Warranties and Representations

The warranties and representations set out in clause 5.1 survive termination of this Agreement.

6. Disputes

6.1 Consequences of breach

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

- (a) as soon as practicable after becoming aware of the breach, the Entity must take the steps as necessary to prevent the breach, or to enforce the Agreement, including seeking injunctive relief; and
- (b) the Entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Entity.

6.2 Injunctive Relief or Specific Performance

The parties agree that damages would be an insufficient remedy for breach of clauses 2.1 and 2.2 and each of the Holder and Controller agrees that the Entity is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its rights or remedies.

7. Disclosure to ASX

The Holder and the Controller authorise the Entity to disclose to the ASX such information relating to the terms of this Agreement as is required by ASX under the Listing Rules or otherwise.

8. Confidentiality

The parties agree to keep confidential all information, and to not make press or other announcements or releases, relating to this Agreement and the transactions contemplated by it (including the execution of documents) other than as required by law or the Listing Rules.

9. Notices

9.1 Form of Notice

All notices, requests, demands, consents, approvals, agreements or other communications (**notices**) to or by a party given for the purposes of Agreement must be:

- (a) in writing;
- (b) signed by the party giving notice or a person duly authorised by that party or, where transmitted by e-mail, sent by the party giving notice or a person duly authorised by that party;
- (c) directed to the recipient's address (as specified in clause 9.3 or as varied by any notice); and
- (d) hand delivered, sent by prepaid post or transmitted by email or facsimile to that address,

and will be taken to be duly given or made (in the case of delivery in person or by post or email or facsimile transmission) when delivered, received or left at the address of the recipient shown in this Agreement or to any other address which it may have notified the sender.

9.2 Receipt

A notice given in accordance with this clause is taken as having been given and received:

- (a) if hand delivered at or before 4.00 pm on a Business Day, on delivery, otherwise at 9.30 am on the next Business Day;
- (b) if sent by prepaid post, on the seventh Business Day after the date of posting;

- (c) if transmitted by e-mail, on the first Business Day after the date of transmission;
or
- (d) if transmitted by facsimile at or before 4.00 pm on a Business Day, at the time recorded on the transmission report indicating successful transmission of the entire notice, otherwise at 9.30 am on the next Business Day.

9.3 Address for notices

Unless varied by notice in accordance with this clause 9.3, the parties' addresses and other details are:

- (a) if to the Entity:

Address: c/- HWL Ebsworth Lawyers, Level 26, 530 Collins Street,
Melbourne, VIC, 3000

Email:

Facsimile:

Attention:

- (b) if to the Holder:

Address: P.O.BOX957, Offshore Incorporations Centre, Road
Town Tortola, British Virgin Islands

Email:

Facsimile:

Attention:

- (c) if to the Controller

Address: No. 220-228, Meihe 3rd Road, (Xike Light Industrial
Park), Tongan District, Xiamen City, Fujian Province,
PRC

Email:

Facsimile:

Attention:

10. General

10.1 Amendments

This Agreement may only be varied by a document signed by or on behalf of the parties.

10.2 Counterparts

- (a) The parties may execute this Agreement in two or more counterparts.
- (b) The parties deem that each counterpart is an original.
- (c) All counterparts together constitute one instrument.

10.3 Further Acts

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this Agreement.

10.4 Time of the Essence

Time is of the essence of this Agreement.

10.5 Liability

An obligation of two or more persons binds them separately and together.

10.6 Governing Law and Jurisdiction

- (a) This Agreement is governed by the laws of Victoria.
- (b) Each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of Victoria.

Schedule

Holder's name and address:	Creator Global Holdings Limited (British Virgin Islands Company Number: 1922176) of P.O.BOX957, Offshore Incorporations Centre, Road Town Tortola, British Virgin Islands
Each Controller's (if any) name and address:	Zhang Mingwang of No. 220-228, Meihe 3 rd Road, (Xike Light Industrial Park), Tongan District, Xiamen City, Fujian Province, PRC
Escrow Period:	The earlier of: (a) 12 months from the date of admission to the official list of ASX; or (b) two years from the date of this Agreement.
Particulars of Restricted Securities:	120,000,000 ordinary shares.
Particular's of Controller Interests (if any):	Not applicable.

Signing page

Executed as an agreement

Executed by Eagle Health Holdings Limited (ACN 616 382 515) in accordance with section 127 of the Corporations Act 2001 (Cth) by:

R. Hannington
Signature of Director

RODNEY HANNINGTON
Full name (print)

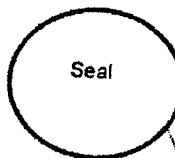
Andrew L. Smith
Signature of Director/Company Secretary

ANDREW L. SMITH
Full name (print)

SIGNED, SEALED AND DELIVERED by Creator Global Holdings Limited (British Virgin Islands company number 1922176) in the presence of.

[Signature]
Signature of Witness

陈林平
Full name (print)



[Signature]
Signature of authorised signatory

章明旺
Full name (print)

Signed, sealed and delivered by Zhang Mingwang in the presence of:

[Signature]
Signature of witness

陈林平
Full name of witness (print)

[Signature]
Signature of Zhang Mingwang

Voluntary Escrow Deed

Eagle Health Holdings Limited

and

Wangwang Fortune Co., Ltd

and

Chen Linxiang

Ref TK:DW:611879

Doc ID 397664703/v1

Level 26, 530 Collins Street, Melbourne VIC 3000 Australia
PO Box 3, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500
Facsimile 1300 365 323 (Australia) +61 3 9034 3257 (International)
hwlebsworth.com.au

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Voluntary Escrow Deed

Date 6 March 2017

Parties

Eagle Health Holdings Limited (ACN 616 382 515)

of c/- HWL Ebsworth, Level 26, 530 Collins Street, Melbourne, VIC, 3000

(Entity)

**Wangwang Fortune Co., Ltd (British Virgin Islands Company
Number: 1927637)**

of c/- OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British
Virgin Islands

(Holder)

Chen Linxiang

of Room 1701, Building 3, Exhibition North Road, Siming District,
Xiamen, Fujian Province, China

(Controller)

Recitals

- A. At the Entity's request, the Holder and the Controller have agreed to restrictions in relation to the Restricted Securities contained in this Agreement and to the other provisions of this Agreement.

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Shares	means fully paid ordinary shares in the capital of the Entity.

1.2 Interpretation

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- (d) other parts of speech and grammatical forms of a word or phrase defined in this the have a corresponding meaning;
- (e) a reference to a "person" includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any Government Agency (whether or not having a separate legal personality);
- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;

- (g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any clause, annexure, exhibit and schedule;
- (h) a reference to a document (including this Agreement) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to any document includes that party's successors and permitted assigns;
- (j) a reference to time is to Sydney time;
- (k) the word person means a natural person and any association, body or entity whether incorporated or not;
- (l) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (m) a covenant or agreement on the part of two or more persons binds them jointly and severally;
- (n) no rule of construction applies to the disadvantage of a party because this Agreement is prepared by (or on behalf of) that party; and
- (o) a reference to any thing is a reference to the whole and each part of it.

1.3 Business Day

If anything under this agreement is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.

1.4 Definitions

Unless otherwise defined in this Agreement, terms defined in the Listing Rules have that defined meaning in this Agreement.

2. Escrow Restrictions

2.1 Escrow Restrictions – Holder

Subject to clause 2.3, the Holder must not Deal in the Restricted Securities during the Escrow Period.

2.2 Escrow Restrictions – Controller

Subject to clause 2.3, each Controller must not Deal in its Controller Interests during the Escrow Period.

2.3 Exceptions

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

- (a) the acceptance of a bona fide takeover bid, including a proportionate takeover bid, made in respect of all or some of the Shares;
- (b) the transfer or cancellation of the Shares as part of a scheme of arrangement; or
- (c) if the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

2.4 Reinstatement of no Dealing undertaking

If a takeover bid referred to in clause 2.3(a) does not become unconditional or a scheme of arrangement referred to in clause 2.3(b) does not take effect, the obligations in clauses 2.1 and 2.2 will be reinstated for the duration of the Escrow Period.

2.5 Notice

If the Holder or a Controller becomes aware:

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

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

2.6 Notice of end of Escrow Period

The Entity will notify the Holder and the Controller of the expiry of the Escrow Period upon the expiry of the Escrow Period.

3. Rights Attaching to Restricted Securities

Nothing in this Agreement, including clause 2, affects or in any way restricts the following rights attaching to the Restricted Securities:

- (a) the right to vote;
- (b) the right to receive dividends or other forms of distribution, including in-specie distributions or capital returns; and

- (c) the right to participate in any form of rights, entitlement or other pro-rata offer to shareholders or any bonus or dividend reinvestment plan.

4. Holding Lock

4.1 Application

The Entity must apply a holding lock to the Restricted Securities during the Escrow Period (if the Restricted Securities are held on an issuer sponsored subregister) or give notice to the securities clearing house requesting it to apply a holding lock (if they are held in a CHES holding).

4.2 Consent

The Holder and the Controller consent to:

- (a) the Entity entering the Restricted Securities on the Entity's issuer sponsored subregister; and
- (b) the application of a holding lock to such Restricted Securities,

during the Escrow Period. The Entity must take all steps necessary to ensure the Restricted Securities become fully transferable at the end of the Escrow Period.

4.3 Removal of Holding Lock

At least 10 Business Days prior to the expiry of the relevant Escrow Period, the Entity must apply to remove any holding lock applied to the applicable Restricted Securities under clause 4.1 (if they are held on an issuer sponsored subregister) or give notice to the securities clearing house requesting it to remove the holding lock (if they are in a CHES holding). The removal of the holding lock is to take effect from the day after the last day of the relevant Escrow Period.

5. Warranties, Representations and Undertaking

5.1 Giving of Warranties

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

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

5.2 Warranties and Representations

The Holder and each Controller jointly and severally represent and warrant that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Agreement (including, if the Holder or Controller has entered into this Agreement as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**);
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (c) this Agreement constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this Agreement does not and will not violate, breach or result in a contravention of:
- (e) any applicable law, regulation or authorisation;
- (f) its constitution or other constituent documents (or, if the Holder or Controller is a Trustee, the trust deed for the Trust); or
- (g) any agreement, undertaking, Security Interest, or document which is binding on it;
- (h) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in the Restricted Securities such that it will take effect during the Escrow Period;
- (i) the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (j) there is no person who has, or will have, at or immediately following Completion, any substantial economic or beneficial interest in the Restricted Securities other than the Holder and the Controller;
- (k) the Holder will at Completion, hold the Restricted Securities set out in item 4 of the Schedule and each Controller will at Completion, hold its Controller Interests set out in item 5 of the Schedule;
- (l) if the Holder or a Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (m) if the Holder or a Controller is a Trustee:
 - (i) the Holder or Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this Agreement and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient

to satisfy that right in full and the Holder or Controller has not released or disposed of its equitable lien over that trust; and

- (ii) the Trust has not been terminated and there is not effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

5.3 Undertaking

The Holder and each Controller undertakes to the Entity:

- (a) to comply in all respects with this Agreement; and
- (b) not to seek any waiver or variation of this Agreement without the prior written consent of the Entity.

5.4 Effect of Breach of Warranty

A breach of any of the warranties set out in clause 5.1 is a breach of this Agreement.

5.5 Survival of Warranties and Representations

The warranties and representations set out in clause 5.1 survive termination of this Agreement.

6. Disputes

6.1 Consequences of breach

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

- (a) as soon as practicable after becoming aware of the breach, the Entity must take the steps as necessary to prevent the breach, or to enforce the Agreement, including seeking injunctive relief; and
- (b) the Entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Entity.

6.2 Injunctive Relief or Specific Performance

The parties agree that damages would be an insufficient remedy for breach of clauses 2.1 and 2.2 and each of the Holder and Controller agrees that the Entity is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its rights or remedies.

7. Disclosure to ASX

The Holder and the Controller authorise the Entity to disclose to the ASX such information relating to the terms of this Agreement as is required by ASX under the Listing Rules or otherwise.

8. Confidentiality

The parties agree to keep confidential all information, and to not make press or other announcements or releases, relating to this Agreement and the transactions contemplated by it (including the execution of documents) other than as required by law or the Listing Rules.

9. Notices

9.1 Form of Notice

All notices, requests, demands, consents, approvals, agreements or other communications (**notices**) to or by a party given for the purposes of Agreement must be:

- (a) in writing;
- (b) signed by the party giving notice or a person duly authorised by that party or, where transmitted by e-mail, sent by the party giving notice or a person duly authorised by that party;
- (c) directed to the recipient's address (as specified in clause 9.3 or as varied by any notice); and
- (d) hand delivered, sent by prepaid post or transmitted by email or facsimile to that address,

and will be taken to be duly given or made (in the case of delivery in person or by post or email or facsimile transmission) when delivered, received or left at the address of the recipient shown in this Agreement or to any other address which it may have notified the sender.

9.2 Receipt

A notice given in accordance with this clause is taken as having been given and received:

- (a) if hand delivered at or before 4.00 pm on a Business Day, on delivery, otherwise at 9.30 am on the next Business Day;
- (b) if sent by prepaid post, on the seventh Business Day after the date of posting;

- (c) if transmitted by e-mail, on the first Business Day after the date of transmission;
or
- (d) if transmitted by facsimile at or before 4.00 pm on a Business Day, at the time recorded on the transmission report indicating successful transmission of the entire notice, otherwise at 9.30 am on the next Business Day.

9.3 Address for notices

Unless varied by notice in accordance with this clause 9.3, the parties' addresses and other details are:

- (a) if to the Entity:

Address: c/- HWL Ebsworth Lawyers, Level 26, 530 Collins Street,
Melbourne, VIC, 3000

Email:

Facsimile:

Attention:

- (b) if to the Holder:

Address: c/- OMC Chambers, Wickhams Cay 1, Road Town,
Tortola, British Virgin Islands

Email:

Facsimile:

Attention:

- (c) if to the Controller

Address: Room 1701, Building 3, Exhibition North Road, Siming
District, Xiamen, Fujian Province, China

Email:

Facsimile:

Attention:

10. General

10.1 Amendments

This Agreement may only be varied by a document signed by or on behalf of the parties.

10.2 Counterparts

- (a) The parties may execute this Agreement in two or more counterparts.
- (b) The parties deem that each counterpart is an original.
- (c) All counterparts together constitute one instrument.

10.3 Further Acts

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this Agreement.

10.4 Time of the Essence

Time is of the essence of this Agreement.

10.5 Liability

An obligation of two or more persons binds them separately and together.

10.6 Governing Law and Jurisdiction

- (a) This Agreement is governed by the laws of Victoria.
- (b) Each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of Victoria.

Schedule

Holder's name and address:	Wangwang Fortune Co., Ltd (British Virgin Islands Company Number: 1927637) of c/- OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands
Each Controller's (if any) name and address:	Chen Linxiang of Room 1701, Building 3, Exhibition North Road, Siming District, Xiamen, Fujian Province, China
Escrow Period:	The earlier of: (a) 12 months from the date of admission to the official list of ASX; or (b) two years from the date of this Agreement.
Particulars of Restricted Securities:	56,800,000 ordinary shares.
Particular's of Controller Interests (if any):	Not applicable.

Signing page

Executed as an agreement

Executed by Eagle Health Holdings
Limited (ACN 616 382 515) in accordance
with section 127 of the Corporations Act
2001 (Cth) by:



Signature of Director

RODNEY HANNINGTON

Full name (print)



Signature of Director/Company Secretary

Andrew L Smith

Full name (print)

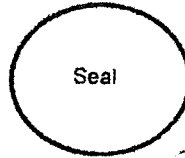
SIGNED, SEALED AND DELIVERED
by Wangwang Fortune Co., Ltd (British
Virgin Islands Company Number:
1927637) in the presence of



Signature of Witness

章明旺

Full name (print)



Seal


Signature of authorised signatory

陈林香

Full name (print)

Signed, sealed and delivered by Chen
Linxiang in the presence of



Signature of witness

章明旺

Full name of witness (print)



Signature of Chen Linxiang

Voluntary Escrow Deed

Eagle Health Holdings Limited

and

Pasin Holdings Co., Ltd

and

Chen Lin

Ref TK:DW:611879

Doc ID 397670553/v1

Level 26, 530 Collins Street, Melbourne VIC 3000 Australia
PO Box 3, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500

Facsimile 1300 365 323 (Australia) +61 3 9034 3257 (International)
hwlebsworth.com.au

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Voluntary Escrow Deed

Date

6 March 2017

Parties

Eagle Health Holdings Limited (ACN 616 382 515)

of c/- HWL Ebsworth, Level 26, 530 Collins Street, Melbourne, VIC, 3000

(Entity)

Pasin Holdings Co., Ltd (British Virgin Islands Company Number: 1927624)

of c/- OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands

(Holder)

Chen Lin

of No. 16, Hou Lu Li, Tong'an District, Xiamen, Fujian Province, China

(Controller)

Recitals

- A. At the Entity's request, the Holder and the Controller have agreed to restrictions in relation to the Restricted Securities contained in this Agreement and to the other provisions of this Agreement.

The parties agree, in consideration of, among other things, the mutual promises contained in this agreement as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this agreement:

ASX

means ASX Limited ACN 008 624 691.

Business Day	means a day on which banks are open for business in the State of Victoria, Australia, excluding a Saturday, Sunday or public holiday.
CHESS	means the Clearing House Electronic Subregister System.
Controller	means the holder set out in item 2 of the Schedule.
Controller Interests	means, in respect of a Controller, the securities, substantial economic or beneficial interest in the Restricted Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 5 of the Schedule.
Dealing	<p>in respect of any Restricted Security, means to:</p> <ul style="list-style-type: none">(a) dispose of, or agree or offer to dispose of, that Restricted Security or any legal, beneficial or economic interest in that Restricted Security;(b) create, or agree or offer to create, any Security Interest in that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; or(c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Security or any legal, beneficial or economic interest in that Restricted Security.
Deal and Dealt	each have a corresponding meaning.
Escrow Period	means the periods set out in item 3 of the Schedule.
Holder	means the holder set out in item 1 of the Schedule.
Listing Rules	means the official listing rules of ASX as amended from time to time.
PPSA	means the <i>Personal Property Securities Act 2009</i> (Cth).
Restricted Securities	means the securities set out in item 4 of the Schedule.

Security Interest means an interest or power:

- (a) reserved in or over an 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 the PPSA, a bill of sale, mortgage, lien, pledge, trust or power; and
- (c) any agreement to grant or create any interest or power referred to in paragraphs (a) or (b) of this definition.

Shares means fully paid ordinary shares in the capital of the Entity.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this the have a corresponding meaning;
- (e) a reference to a "person" includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any Government Agency (whether or not having a separate legal personality);
- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;
- (g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any clause, annexure, exhibit and schedule;
- (h) a reference to a document (including this Agreement) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to any document includes that party's successors and permitted assigns;
- (j) a reference to time is to Sydney time;

- (k) the word person means a natural person and any association, body or entity whether incorporated or not;
- (l) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (m) a covenant or agreement on the part of two or more persons binds them jointly and severally;
- (n) no rule of construction applies to the disadvantage of a party because this Agreement is prepared by (or on behalf of) that party; and
- (o) a reference to any thing is a reference to the whole and each part of it.

1.3 Business Day

If anything under this agreement is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.

1.4 Definitions

Unless otherwise defined in this Agreement, terms defined in the Listing Rules have that defined meaning in this Agreement.

2. Escrow Restrictions

2.1 Escrow Restrictions – Holder

Subject to clause 2.3, the Holder must not Deal in the Restricted Securities during the Escrow Period.

2.2 Escrow Restrictions – Controller

Subject to clause 2.3, each Controller must not Deal in its Controller Interests during the Escrow Period.

2.3 Exceptions

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

- (a) the acceptance of a bona fide takeover bid, including a proportionate takeover bid, made in respect of all or some of the Shares;
- (b) the transfer or cancellation of the Shares as part of a scheme of arrangement;
or

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

2.4 Reinstatement of no Dealing undertaking

If a takeover bid referred to in clause 2.3(a) does not become unconditional or a scheme of arrangement referred to in clause 2.3(b) does not take effect, the obligations in clauses 2.1 and 2.2 will be reinstated for the duration of the Escrow Period.

2.5 Notice

If the Holder or a Controller becomes aware:

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

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

2.6 Notice of end of Escrow Period

The Entity will notify the Holder and the Controller of the expiry of the Escrow Period upon the expiry of the Escrow Period.

3. Rights Attaching to Restricted Securities

Nothing in this Agreement, including clause 2, affects or in any way restricts the following rights attaching to the Restricted Securities:

- (a) the right to vote;
- (b) the right to receive dividends or other forms of distribution, including in-specie distributions or capital returns; and
- (c) the right to participate in any form of rights, entitlement or other pro-rata offer to shareholders or any bonus or dividend reinvestment plan.

4. Holding Lock

4.1 Application

The Entity must apply a holding lock to the Restricted Securities during the Escrow Period (if the Restricted Securities are held on an issuer sponsored subregister) or give

notice to the securities clearing house requesting it to apply a holding lock (if they are held in a CHESS holding).

4.2 Consent

The Holder and the Controller consent to:

- (a) the Entity entering the Restricted Securities on the Entity's issuer sponsored subregister; and
- (b) the application of a holding lock to such Restricted Securities,

during the Escrow Period. The Entity must take all steps necessary to ensure the Restricted Securities become fully transferable at the end of the Escrow Period.

4.3 Removal of Holding Lock

At least 10 Business Days prior to the expiry of the relevant Escrow Period, the Entity must apply to remove any holding lock applied to the applicable Restricted Securities under clause 4.1 (if they are held on an issuer sponsored subregister) or give notice to the securities clearing house requesting it to remove the holding lock (if they are in a CHESS holding). The removal of the holding lock is to take effect from the day after the last day of the relevant Escrow Period.

5. Warranties, Representations and Undertaking

5.1 Giving of Warranties

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

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

5.2 Warranties and Representations

The Holder and each Controller jointly and severally represent and warrant that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Agreement (including, if the Holder or Controller has entered into this Agreement as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**);
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;

- (c) this Agreement constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this Agreement does not and will not violate, breach or result in a contravention of:
- (e) any applicable law, regulation or authorisation;
- (f) its constitution or other constituent documents (or, if the Holder or Controller is a Trustee, the trust deed for the Trust); or
- (g) any agreement, undertaking, Security Interest, or document which is binding on it;
- (h) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in the Restricted Securities such that it will take effect during the Escrow Period;
- (i) the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (j) there is no person who has, or will have, at or immediately following Completion, any substantial economic or beneficial interest in the Restricted Securities other than the Holder and the Controller;
- (k) the Holder will at Completion, hold the Restricted Securities set out in item 4 of the Schedule and each Controller will at Completion, hold its Controller Interests set out in item 5 of the Schedule;
- (l) if the Holder or a Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (m) if the Holder or a Controller is a Trustee:
 - (i) the Holder or Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this Agreement and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder or Controller has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is not effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

5.3 Undertaking

The Holder and each Controller undertakes to the Entity:

- (a) to comply in all respects with this Agreement; and

- (b) not to seek any waiver or variation of this Agreement without the prior written consent of the Entity.

5.4 **Effect of Breach of Warranty**

A breach of any of the warranties set out in clause 5.1 is a breach of this Agreement.

5.5 **Survival of Warranties and Representations**

The warranties and representations set out in clause 5.1 survive termination of this Agreement.

6. **Disputes**

6.1 **Consequences of breach**

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

- (a) as soon as practicable after becoming aware of the breach, the Entity must take the steps as necessary to prevent the breach, or to enforce the Agreement, including seeking injunctive relief; and
- (b) the Entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Entity.

6.2 **Injunctive Relief or Specific Performance**

The parties agree that damages would be an insufficient remedy for breach of clauses 2.1 and 2.2 and each of the Holder and Controller agrees that the Entity is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its rights or remedies.

7. **Disclosure to ASX**

The Holder and the Controller authorise the Entity to disclose to the ASX such information relating to the terms of this Agreement as is required by ASX under the Listing Rules or otherwise.

8. Confidentiality

The parties agree to keep confidential all information, and to not make press or other announcements or releases, relating to this Agreement and the transactions contemplated by it (including the execution of documents) other than as required by law or the Listing Rules.

9. Notices

9.1 Form of Notice

All notices, requests, demands, consents, approvals, agreements or other communications (**notices**) to or by a party given for the purposes of Agreement must be:

- (a) in writing;
- (b) signed by the party giving notice or a person duly authorised by that party or, where transmitted by e-mail, sent by the party giving notice or a person duly authorised by that party;
- (c) directed to the recipient's address (as specified in clause 9.3 or as varied by any notice); and
- (d) hand delivered, sent by prepaid post or transmitted by email or facsimile to that address,

and will be taken to be duly given or made (in the case of delivery in person or by post or email or facsimile transmission) when delivered, received or left at the address of the recipient shown in this Agreement or to any other address which it may have notified the sender.

9.2 Receipt

A notice given in accordance with this clause is taken as having been given and received:

- (a) if hand delivered at or before 4.00 pm on a Business Day, on delivery, otherwise at 9.30 am on the next Business Day;
- (b) if sent by prepaid post, on the seventh Business Day after the date of posting;
- (c) if transmitted by e-mail, on the first Business Day after the date of transmission; or
- (d) if transmitted by facsimile at or before 4.00 pm on a Business Day, at the time recorded on the transmission report indicating successful transmission of the entire notice, otherwise at 9.30 am on the next Business Day.

9.3 Address for notices

Unless varied by notice in accordance with this clause 9.3, the parties' addresses and other details are:

(a) if to the Entity:

Address: c/- HWL Ebsworth Lawyers, Level 26, 530 Collins Street,
Melbourne, VIC, 3000

Email:

Facsimile:

Attention:

(b) if to the Holder:

Address: c/- OMC Chambers, Wickhams Cay 1, Road Town,
Tortola, British Virgin Islands

Email:

Facsimile:

Attention:

(c) if to the Controller

Address: No. 16, Hou Lu Li, Tong'an District, Xiamen, Fujian
Province, China

Email:

Facsimile:

Attention:

10. General

10.1 Amendments

This Agreement may only be varied by a document signed by or on behalf of the parties.

10.2 Counterparts

- (a) The parties may execute this Agreement in two or more counterparts.
- (b) The parties deem that each counterpart is an original.
- (c) All counterparts together constitute one instrument.

10.3 Further Acts

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this Agreement.

10.4 Time of the Essence

Time is of the essence of this Agreement.

10.5 Liability

An obligation of two or more persons binds them separately and together.

10.6 Governing Law and Jurisdiction

- (a) This Agreement is governed by the laws of Victoria.
- (b) Each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of Victoria.

Schedule

Holder's name and address:	Pasin Holdings Co., Ltd (British Virgin Islands Company Number: 1927624) of c/- OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands
Each Controller's (if any) name and address:	Chen Lin of No. 16, Hou Lu Li, Tong'an District, Xiamen, Fujian Province, China
Escrow Period:	The earlier of: (a) 12 months from the date of admission to the official list of ASX; or (b) two years from the date of this Agreement.
Particulars of Restricted Securities:	25,000,000 ordinary shares.
Particular's of Controller Interests (if any):	Not applicable.

Signing page

Executed as an agreement

Executed by Eagle Health Holdings Limited (ACN 616 382 515) in accordance with section 127 of the Corporations Act 2001 (Cth) by:

R. Harrington
Signature of Director

RODNEY HARRINGTON
Full name (print)

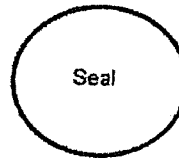
Andrew L Smith
Signature of Director/Company Secretary

ANDREW L SMITH
Full name (print)

SIGNED, SEALED AND DELIVERED by Pasin Holdings Co., Ltd (British Virgin Islands Company Number: 1927624) in the presence of:

[Signature]
Signature of Witness

章日/月/日王
Full name (print)



陈霖
Signature of authorised signatory

陈霖
Full name (print)

Signed, sealed and delivered by Chen Lin in the presence of:

[Signature]
Signature of witness

章日/月/日王
Full name of witness (print)

陈霖
Signature of Chen Lin

Voluntary Escrow Deed

Eagle Health Holdings Limited

and

Shu Ai Hua

Ref TK:DW:611879

Doc ID 411628063/v1

Level 26, 530 Collins Street, Melbourne VIC 3000
Australia

PO Box 3, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500

Facsimile 1300 365 323 (Australia)
9034 3257 (International)
hwlebsworth.com.au

+61 3

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Voluntary Escrow Deed

Date 21 April 2017

Parties	<p>Eagle Health Holdings Limited ACN 616 382 515</p> <p>of Level 23, 530 Collins Street, Melbourne, Victoria 3000</p> <p style="text-align: right;">(Entity)</p>
	<p>Shu Ai Hua</p> <p>of No. 301 Zhonghua Bei Road, Zhushan District, Jing Dezen, Jiangxi, PRC</p> <p style="text-align: right;">(Holder)</p>

Recitals	<p>A. At the Entity's request, the Holder and the Controller have agreed to restrictions in relation to the Restricted Securities contained in this Agreement and to the other provisions of this Agreement.</p>
-----------------	--

The parties agree, in consideration of, among other things, the mutual promises contained in this agreement as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this agreement:

ASX	means ASX Limited ACN 008 624 691.
Business Day	means a day on which banks are open for business in the State of Victoria, Australia, excluding a Saturday, Sunday or public holiday.
CHESS	means the Clearing House Electronic Subregister System.

Controller	means the holder set out in Item 2 of the Schedule.
Controller Interests	means, in respect of a Controller, the securities, substantial economic or beneficial interest in the Restricted Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 5 of the Schedule.
Dealing	<p>in respect of any Restricted Security, means to:</p> <ul style="list-style-type: none">(a) dispose of, or agree or offer to dispose of, that Restricted Security or any legal, beneficial or economic interest in that Restricted Security;(b) create, or agree or offer to create, any Security Interest in that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; or(c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Security or any legal, beneficial or economic interest in that Restricted Security.
Deal and Dealt	each have a corresponding meaning.
Escrow Period	means the periods set out in item 3 of the Schedule.
Holder	means the holder set out in item 1 of the Schedule.
Listing Rules	means the official listing rules of ASX as amended from time to time.
PPSA	means the <i>Personal Property Securities Act 2009</i> (Cth).
Restricted Securities	means the securities set out in item 4 of the Schedule.
Security Interest	<p>means an interest or power:</p> <ul style="list-style-type: none">(a) reserved in or over an 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 the PPSA, a bill of sale, mortgage, lien,

pledge, trust or power; and

- (c) any agreement to grant or create any interest or power referred to in paragraphs (a) or (b) of this definition.

Shares means fully paid ordinary shares in the capital of the Entity.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this the have a corresponding meaning;
- (e) a reference to a "person" includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any Government Agency (whether or not having a separate legal personality);
- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;
- (g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any clause, annexure, exhibit and schedule;
- (h) a reference to a document (including this Agreement) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to any document includes that party's successors and permitted assigns;
- (j) a reference to time is to Melbourne time;
- (k) the word person means a natural person and any association, body or entity whether incorporated or not;
- (l) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;

- (m) a covenant or agreement on the part of two or more persons binds them jointly and severally;
- (n) no rule of construction applies to the disadvantage of a party because this Agreement is prepared by (or on behalf of) that party; and
- (o) a reference to any thing is a reference to the whole and each part of it.

1.3 **Business Day**

If anything under this agreement is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.

1.4 **Definitions**

Unless otherwise defined in this Agreement, terms defined in the Listing Rules have that defined meaning in this Agreement.

2. **Escrow Restrictions**

2.1 **Escrow Restrictions – Holder**

Subject to clause 2.3, the Holder must not Deal in the Restricted Securities during the Escrow Period.

2.2 **Escrow Restrictions – Controller**

Subject to clause 2.3, each Controller must not Deal in its Controller Interests during the Escrow Period.

2.3 **Exceptions**

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

- (a) the acceptance of a bona fide takeover bid, including a proportionate takeover bid, made in respect of all or some of the Shares;
- (b) the transfer or cancellation of the Shares as part of a scheme of arrangement; or
- (c) if the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

2.4 Reinstatement of no Dealing undertaking

If a takeover bid referred to in clause 2.3(a) does not become unconditional or a scheme of arrangement referred to in clause 2.3(b) does not take effect, the obligations in clauses 2.1 and 2.2 will be reinstated for the duration of the Escrow Period.

2.5 Notice

If the Holder or a Controller becomes aware:

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

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

2.6 Notice of end of Escrow Period

The Entity will notify the Holder and the Controller of the expiry of the Escrow Period upon the expiry of the Escrow Period.

3. Rights Attaching to Restricted Securities

Nothing in this Agreement, including clause 2, affects or in any way restricts the following rights attaching to the Restricted Securities:

- (a) the right to vote;
- (b) the right to receive dividends or other forms of distribution, including in-specie distributions or capital returns; and
- (c) the right to participate in any form of rights, entitlement or other pro-rata offer to shareholders or any bonus or dividend reinvestment plan.

4. Holding Lock

4.1 Application

The Entity must apply a holding lock to the Restricted Securities during the Escrow Period (if the Restricted Securities are held on an issuer sponsored subregister) or give notice to the securities clearing house requesting it to apply a holding lock (if they are held in a CHESS holding).

4.2 Consent

The Holder and the Controller consent to:

- (a) the Entity entering the Restricted Securities on the Entity's issuer sponsored subregister; and
- (b) the application of a holding lock to such Restricted Securities,

during the Escrow Period. The Entity must take all steps necessary to ensure the Restricted Securities become fully transferable at the end of the Escrow Period.

4.3 Removal of Holding Lock

At least 10 Business Days prior to the expiry of the relevant Escrow Period, the Entity must apply to remove any holding lock applied to the applicable Restricted Securities under clause 4.1 (if they are held on an issuer sponsored subregister) or give notice to the securities clearing house requesting it to remove the holding lock (if they are in a CHESS holding). The removal of the holding lock is to take effect from the day after the last day of the relevant Escrow Period.

5. Warranties, Representations and Undertaking

5.1 Giving of Warranties

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

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

5.2 Warranties and Representations

The Holder and each Controller jointly and severally represent and warrant that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Agreement (including, if the Holder or Controller has entered into this Agreement as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**);
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (c) this Agreement constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

- (d) the execution, delivery and performance by it of this Agreement does not and will not violate, breach or result in a contravention of:
- (e) any applicable law, regulation or authorisation;
- (f) its constitution or other constituent documents (or, if the Holder or Controller is a Trustee, the trust deed for the Trust); or
- (g) any agreement, undertaking, Security Interest, or document which is binding on it;
- (h) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in the Restricted Securities such that it will take effect during the Escrow Period;
- (i) the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (j) there is no person who has, or will have, at or immediately following Completion, any substantial economic or beneficial interest in the Restricted Securities other than the Holder and the Controller;
- (k) the Holder will at Completion, hold the Restricted Securities set out in item 4 of the Schedule and each Controller will at Completion, hold its Controller Interests set out in item 5 of the Schedule;
- (l) if the Holder or a Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (m) if the Holder or a Controller is a Trustee:
 - (i) the Holder or Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this Agreement and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder or Controller has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is not effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

5.3 Undertaking

The Holder and each Controller undertakes to the Entity:

- (a) to comply in all respects with this Agreement; and
- (b) not to seek any waiver or variation of this Agreement without the prior written consent of the Entity.

5.4 **Effect of Breach of Warranty**

A breach of any of the warranties set out in clause 5.1 is a breach of this Agreement.

5.5 **Survival of Warranties and Representations**

The warranties and representations set out in clause 5.1 survive termination of this Agreement.

6. **Disputes**

6.1 **Consequences of breach**

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

- (a) as soon as practicable after becoming aware of the breach, the Entity must take the steps as necessary to prevent the breach, or to enforce the Agreement, including seeking injunctive relief; and
- (b) the Entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Entity.

6.2 **Injunctive Relief or Specific Performance**

The parties agree that damages would be an insufficient remedy for breach of clauses 2.1 and 2.2 and each of the Holder and Controller agrees that the Entity is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its rights or remedies.

7. **Disclosure to ASX**

The Holder and the Controller authorise the Entity to disclose to the ASX such information relating to the terms of this Agreement as is required by ASX under the Listing Rules or otherwise.

8. **Confidentiality**

The parties agree to keep confidential all information, and to not make press or other announcements or releases, relating to this Agreement and the transactions contemplated by it (including the execution of documents) other than as required by law or the Listing Rules.

9. Notices

9.1 Form of Notice

All notices, requests, demands, consents, approvals, agreements or other communications (**notices**) to or by a party given for the purposes of Agreement must be:

- (a) in writing;
- (b) signed by the party giving notice or a person duly authorised by that party or, where transmitted by e-mail, sent by the party giving notice or a person duly authorised by that party;
- (c) directed to the recipient's address (as specified in clause 9.3 or as varied by any notice); and
- (d) hand delivered, sent by prepaid post or transmitted by email or facsimile to that address,

and will be taken to be duly given or made (in the case of delivery in person or by post or email or facsimile transmission) when delivered, received or left at the address of the recipient shown in this Agreement or to any other address which it may have notified the sender.

9.2 Receipt

A notice given in accordance with this clause is taken as having been given and received:

- (a) if hand delivered at or before 4.00 pm on a Business Day, on delivery, otherwise at 9.30 am on the next Business Day;
- (b) if sent by prepaid post, on the seventh Business Day after the date of posting;
- (c) if transmitted by e-mail, on the first Business Day after the date of transmission; or
- (d) if transmitted by facsimile at or before 4.00 pm on a Business Day, at the time recorded on the transmission report indicating successful transmission of the entire notice, otherwise at 9.30 am on the next Business Day.

9.3 Address for notices

Unless varied by notice in accordance with this clause 9.3, the parties' addresses and other details are:

- (a) if to the Entity:

Address: Level 23, 530 Collins Street, Melbourne, Victoria 3000

Email:

Facsimile:

Attention:

(b) if to the Holder:

Address: No. 301 Zhonghua Bei Road, Zhushan District, Jing
Dezhen, Jiangxi, PRC

Email:

Facsimile:

Attention:

10. General

10.1 Amendments

This Agreement may only be varied by a document signed by or on behalf of the parties.

10.2 Counterparts

- (a) The parties may execute this Agreement in two or more counterparts.
- (b) The parties deem that each counterpart is an original.
- (c) All counterparts together constitute one instrument.

10.3 Further Acts

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this Agreement.

10.4 Time of the Essence

Time is of the essence of this Agreement.

10.5 Liability

An obligation of two or more persons binds them separately and together.

10.6 Governing Law and Jurisdiction

- (a) This Agreement is governed by the laws of Victoria.
- (b) Each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of Victoria.

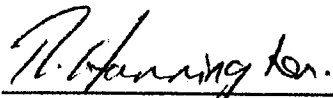
Schedule

Holder's name and address:	Shu Ai Hua No. 301 Zhonghua Bei Road, Zhushan District, Jing Dezhen, Jiangxi, PRC
Each Controller's (if any) name and address:	Not applicable
Escrow Period:	The earlier of: (a) three months from the date of admission to the official list of ASX; or (b) two years from the date of this Agreement.
Particulars of Restricted Securities:	5,000,000 ordinary shares
Particular's of Controller Interests (if any):	Not applicable

Signing page

Executed as an agreement

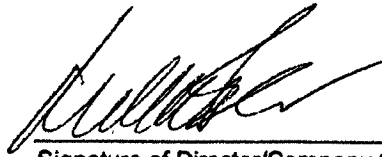
Executed by **EAGLE HEALTH HOLDINGS LIMITED (ACN 616 382 515)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of Director

RODNEY A. HANNINGTON

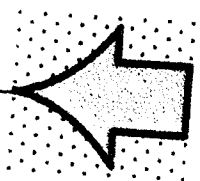
Full name (print)



Signature of Director/Company Secretary

MICHAEL ROBIN BEER

Full name (print)



Signed, sealed and delivered by **SHU AI HUA** in the presence of:

Signature of witness

Signature of Shu Ai Hua

Full name of witness (print)

Signing page

Executed as an agreement

Executed by **EAGLE HEALTH HOLDINGS LIMITED (ACN 616 382 515)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

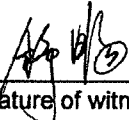
Signature of Director

Signature of Director/Company Secretary

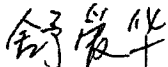
Full name (print)

Full name (print)

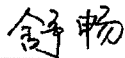
Signed, sealed and delivered by **SHU AI HUA** in the presence of:



Signature of witness



Signature of **Shu Ai Hua**



Full name of witness (print)

Voluntary Escrow Deed

Eagle Health Holdings Limited

and

Zhang Ai Jun

Ref TK:DW:611879

Doc ID 411640383/v1

Level 26, 530 Collins Street, Melbourne VIC 3000
Australia

PO Box 3, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500

Facsimile 1300 365 323 (Australia) +61 3
9034 3257 (International)
hwlebsworth.com.au

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Voluntary Escrow Deed

Date 21 April 2017

Parties **Eagle Health Holdings Limited ACN 616 382 515**
of Level 23, 530 Collins Street, Melbourne, Victoria 3000
(Entity)

Zhang Ai Jun
of Room 403, Unit 1, No. 83 Xuzhou Road, Shinan District, Qingdao,
Shandong, PRC
(Holder)

Recitals A. At the Entity's request, the Holder and the Controller have agreed to restrictions in relation to the Restricted Securities contained in this Agreement and to the other provisions of this Agreement.

The parties agree, in consideration of, among other things, the mutual promises contained in this agreement as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this agreement:

ASX means ASX Limited ACN 008 624 691.

Business Day means a day on which banks are open for business in the State of Victoria, Australia, excluding a Saturday, Sunday or public holiday.

CHESS means the Clearing House Electronic Subregister System.

Controller	means the holder set out in item 2 of the Schedule.
Controller Interests	means, in respect of a Controller, the securities, substantial economic or beneficial interest in the Restricted Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 5 of the Schedule.
Dealing	in respect of any Restricted Security, means to: <ul style="list-style-type: none"> (a) dispose of, or agree or offer to dispose of, that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; (b) create, or agree or offer to create, any Security Interest in that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; or (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Security or any legal, beneficial or economic interest in that Restricted Security.
Deal and Dealt	each have a corresponding meaning.
Escrow Period	means the periods set out in Item 3 of the Schedule.
Holder	means the holder set out in item 1 of the Schedule.
Listing Rules	means the official listing rules of ASX as amended from time to time.
PPSA	means the <i>Personal Property Securities Act 2009</i> (Cth).
Restricted Securities	means the securities set out in Item 4 of the Schedule.
Security Interest	means an interest or power: <ul style="list-style-type: none"> (a) reserved in or over an 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 the PPSA, a bill of sale, mortgage, lien,

pledge, trust or power; and

- (c) any agreement to grant or create any interest or power referred to in paragraphs (a) or (b) of this definition.

Shares means fully paid ordinary shares in the capital of the Entity.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this the have a corresponding meaning;
- (e) a reference to a "person" includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any Government Agency (whether or not having a separate legal personality);
- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;
- (g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any clause, annexure, exhibit and schedule;
- (h) a reference to a document (including this Agreement) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to any document includes that party's successors and permitted assigns;
- (j) a reference to time is to Melbourne time;
- (k) the word person means a natural person and any association, body or entity whether incorporated or not;
- (l) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;

- (m) a covenant or agreement on the part of two or more persons binds them jointly and severally;
- (n) no rule of construction applies to the disadvantage of a party because this Agreement is prepared by (or on behalf of) that party; and
- (o) a reference to any thing is a reference to the whole and each part of it.

1.3 **Business Day**

If anything under this agreement is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.

1.4 **Definitions**

Unless otherwise defined in this Agreement, terms defined in the Listing Rules have that defined meaning in this Agreement.

2. **Escrow Restrictions**

2.1 **Escrow Restrictions – Holder**

Subject to clause 2.3, the Holder must not Deal in the Restricted Securities during the Escrow Period.

2.2 **Escrow Restrictions – Controller**

Subject to clause 2.3, each Controller must not Deal in its Controller Interests during the Escrow Period.

2.3 **Exceptions**

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

- (a) the acceptance of a bona fide takeover bid, including a proportionate takeover bid, made in respect of all or some of the Shares;
- (b) the transfer or cancellation of the Shares as part of a scheme of arrangement;
or
- (c) if the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

2.4 Reinstatement of no Dealing undertaking

If a takeover bid referred to in clause 2.3(a) does not become unconditional or a scheme of arrangement referred to in clause 2.3(b) does not take effect, the obligations in clauses 2.1 and 2.2 will be reinstated for the duration of the Escrow Period.

2.5 Notice

If the Holder or a Controller becomes aware:

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

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

2.6 Notice of end of Escrow Period

The Entity will notify the Holder and the Controller of the expiry of the Escrow Period upon the expiry of the Escrow Period.

3. Rights Attaching to Restricted Securities

Nothing in this Agreement, including clause 2, affects or in any way restricts the following rights attaching to the Restricted Securities:

- (a) the right to vote;
- (b) the right to receive dividends or other forms of distribution, including in-specie distributions or capital returns; and
- (c) the right to participate in any form of rights, entitlement or other pro-rata offer to shareholders or any bonus or dividend reinvestment plan.

4. Holding Lock

4.1 Application

The Entity must apply a holding lock to the Restricted Securities during the Escrow Period (if the Restricted Securities are held on an issuer sponsored subregister) or give notice to the securities clearing house requesting it to apply a holding lock (if they are held in a CHES holding).

4.2 Consent

The Holder and the Controller consent to:

- (a) the Entity entering the Restricted Securities on the Entity's issuer sponsored subregister; and
- (b) the application of a holding lock to such Restricted Securities,

during the Escrow Period. The Entity must take all steps necessary to ensure the Restricted Securities become fully transferable at the end of the Escrow Period.

4.3 Removal of Holding Lock

At least 10 Business Days prior to the expiry of the relevant Escrow Period, the Entity must apply to remove any holding lock applied to the applicable Restricted Securities under clause 4.1 (if they are held on an issuer sponsored subregister) or give notice to the securities clearing house requesting it to remove the holding lock (if they are in a CHES holding). The removal of the holding lock is to take effect from the day after the last day of the relevant Escrow Period.

5. Warranties, Representations and Undertaking

5.1 Giving of Warranties

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

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

5.2 Warranties and Representations

The Holder and each Controller jointly and severally represent and warrant that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Agreement (including, if the Holder or Controller has entered into this Agreement as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**);
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (c) this Agreement constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

- (d) the execution, delivery and performance by it of this Agreement does not and will not violate, breach or result in a contravention of:
- (e) any applicable law, regulation or authorisation;
- (f) its constitution or other constituent documents (or, if the Holder or Controller is a Trustee, the trust deed for the Trust); or
- (g) any agreement, undertaking, Security Interest, or document which is binding on it;
- (h) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in the Restricted Securities such that it will take effect during the Escrow Period;
- (i) the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (j) there is no person who has, or will have, at or immediately following Completion, any substantial economic or beneficial interest in the Restricted Securities other than the Holder and the Controller;
- (k) the Holder will at Completion, hold the Restricted Securities set out in item 4 of the Schedule and each Controller will at Completion, hold its Controller Interests set out in item 5 of the Schedule;
- (l) if the Holder or a Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (m) if the Holder or a Controller is a Trustee:
 - (i) the Holder or Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this Agreement and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder or Controller has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is not effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

5.3 Undertaking

The Holder and each Controller undertakes to the Entity:

- (a) to comply in all respects with this Agreement; and
- (b) not to seek any waiver or variation of this Agreement without the prior written consent of the Entity.

5.4 **Effect of Breach of Warranty**

A breach of any of the warranties set out in clause 5.1 is a breach of this Agreement.

5.5 **Survival of Warranties and Representations**

The warranties and representations set out in clause 5.1 survive termination of this Agreement.

6. **Disputes**

6.1 **Consequences of breach**

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

- (a) as soon as practicable after becoming aware of the breach, the Entity must take the steps as necessary to prevent the breach, or to enforce the Agreement, including seeking injunctive relief; and
- (b) the Entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Entity.

6.2 **Injunctive Relief or Specific Performance**

The parties agree that damages would be an insufficient remedy for breach of clauses 2.1 and 2.2 and each of the Holder and Controller agrees that the Entity is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its rights or remedies.

7. **Disclosure to ASX**

The Holder and the Controller authorise the Entity to disclose to the ASX such information relating to the terms of this Agreement as is required by ASX under the Listing Rules or otherwise.

8. **Confidentiality**

The parties agree to keep confidential all information, and to not make press or other announcements or releases, relating to this Agreement and the transactions contemplated by it (including the execution of documents) other than as required by law or the Listing Rules.

9. Notices

9.1 Form of Notice

All notices, requests, demands, consents, approvals, agreements or other communications (**notices**) to or by a party given for the purposes of Agreement must be:

- (a) in writing;
- (b) signed by the party giving notice or a person duly authorised by that party or, where transmitted by e-mail, sent by the party giving notice or a person duly authorised by that party;
- (c) directed to the recipient's address (as specified in clause 9.3 or as varied by any notice); and
- (d) hand delivered, sent by prepaid post or transmitted by email or facsimile to that address,

and will be taken to be duly given or made (in the case of delivery in person or by post or email or facsimile transmission) when delivered, received or left at the address of the recipient shown in this Agreement or to any other address which it may have notified the sender.

9.2 Receipt

A notice given in accordance with this clause is taken as having been given and received:

- (a) if hand delivered at or before 4.00 pm on a Business Day, on delivery, otherwise at 9.30 am on the next Business Day;
- (b) if sent by prepaid post, on the seventh Business Day after the date of posting;
- (c) if transmitted by e-mail, on the first Business Day after the date of transmission; or
- (d) if transmitted by facsimile at or before 4.00 pm on a Business Day, at the time recorded on the transmission report indicating successful transmission of the entire notice, otherwise at 9.30 am on the next Business Day.

9.3 Address for notices

Unless varied by notice in accordance with this clause 9.3, the parties' addresses and other details are:

- (a) if to the Entity:

Address: Level 23, 530 Collins Street, Melbourne, Victoria 3000

Email:

Facsimile:

Attention:

(b) if to the Holder:

Address: Room 403, Unit 1, No. 83 Xuzhou Road, Shinan District,
Qingdao, Shandong, PRC

Email:

Facsimile:

Attention:

10. General

10.1 Amendments

This Agreement may only be varied by a document signed by or on behalf of the parties.

10.2 Counterparts

- (a) The parties may execute this Agreement in two or more counterparts.
- (b) The parties deem that each counterpart is an original.
- (c) All counterparts together constitute one instrument.

10.3 Further Acts

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this Agreement.

10.4 Time of the Essence

Time is of the essence of this Agreement.

10.5 Liability

An obligation of two or more persons binds them separately and together.

10.6 Governing Law and Jurisdiction

- (a) This Agreement is governed by the laws of Victoria.
- (b) Each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of Victoria.

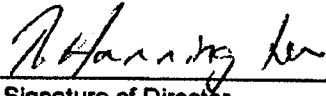
Schedule

Holder's name and address:	Zhang Ai Jun of Room 403, Unit 1, No. 83 Xuzhou Road, Shinan District, Qingdao, Shandong, PRC
Each Controller's (if any) name and address:	Not applicable
Escrow Period:	The earlier of: (a) three months from the date of admission to the official list of ASX; or (b) two years from the date of this Agreement.
Particulars of Restricted Securities:	5,000,000 ordinary shares
Particular's of Controller Interests (if any):	Not applicable

Signing page

Executed as an agreement

Executed by **EAGLE HEALTH HOLDINGS LIMITED (ACN 616 382 515)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



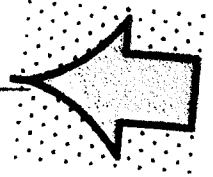
Signature of Director

RODNEY A. HAWNINGTON
Full name (print)



Signature of Director/Company Secretary

MICHAEL ROBN BEER
Full name (print)



Signed, sealed and delivered by **ZHANG AI JUN** in the presence of:

Signature of witness

Full name of witness (print)

Signature of Zhang Ai Jun

Signing page

Executed as an agreement

Executed by **EAGLE HEALTH HOLDINGS LIMITED (ACN 616 382 515)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

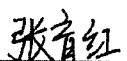
Signature of Director

Signature of Director/Company Secretary

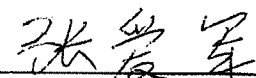
Full name (print)

Full name (print)

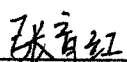
Signed, sealed and delivered by **ZHANG AI JUN** in the presence of:



Signature of witness



Signature of **Zhang Ai Jun**



Full name of witness (print)

Voluntary Escrow Deed

Eagle Health Holdings Limited

and

Huang Sheng Qi

Ref TK:DW:611879

Doc ID 411601553/v1

Level 26, 530 Collins Street, Melbourne VIC 3000
Australia

PO Box 3, Collins Street West VIC 8007 Australia

DX 564 Melbourne

Telephone +61 3 8644 3500

Facsimile 1300 365 323 (Australia)
9034 3257 (International)

h.lebsworth.com.au

+61 3

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Voluntary Escrow Deed

Date 21 April 2017

Parties **Eagle Health Holdings Limited** ACN 616 382 515
of Level 23, 530 Collins Street, Melbourne, Victoria 3000
(Entity)

Huang Sheng Qi
of No. 240, Beida Road, Gulou District, Fuzhou, Fujian, PRC
(Holder)

Recitals A. At the Entity's request, the Holder and the Controller have agreed to restrictions in relation to the Restricted Securities contained in this Agreement and to the other provisions of this Agreement.

The parties agree, in consideration of, among other things, the mutual promises contained in this agreement as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this agreement:

ASX means ASX Limited ACN 008 624 691.

Business Day means a day on which banks are open for business in the State of Victoria, Australia, excluding a Saturday, Sunday or public holiday.

CHESS means the Clearing House Electronic Subregister System.

Controller	means the holder set out in item 2 of the Schedule.
Controller Interests	means, in respect of a Controller, the securities, substantial economic or beneficial interest in the Restricted Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 5 of the Schedule.
Dealing	<p>In respect of any Restricted Security, means to:</p> <ul style="list-style-type: none"> (a) dispose of, or agree or offer to dispose of, that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; (b) create, or agree or offer to create, any Security Interest in that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; or (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Security or any legal, beneficial or economic interest in that Restricted Security.
Deal and Dealt	each have a corresponding meaning.
Escrow Period	means the periods set out in item 3 of the Schedule.
Holder	means the holder set out in item 1 of the Schedule.
Listing Rules	means the official listing rules of ASX as amended from time to time.
PPSA	means the <i>Personal Property Securities Act 2009</i> (Cth).
Restricted Securities	means the securities set out in item 4 of the Schedule.
Security Interest	<p>means an interest or power:</p> <ul style="list-style-type: none"> (a) reserved in or over an 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 the PPSA, a bill of sale, mortgage, lien,

pledge, trust or power; and

- (c) any agreement to grant or create any interest or power referred to in paragraphs (a) or (b) of this definition.

Shares means fully paid ordinary shares in the capital of the Entity.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this the have a corresponding meaning;
- (e) a reference to a "person" includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any Government Agency (whether or not having a separate legal personality);
- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;
- (g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any clause, annexure, exhibit and schedule;
- (h) a reference to a document (including this Agreement) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to any document includes that party's successors and permitted assigns;
- (j) a reference to time is to Melbourne time;
- (k) the word person means a natural person and any association, body or entity whether incorporated or not;
- (l) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;

- (m) a covenant or agreement on the part of two or more persons binds them jointly and severally;
- (n) no rule of construction applies to the disadvantage of a party because this Agreement is prepared by (or on behalf of) that party; and
- (o) a reference to any thing is a reference to the whole and each part of it.

1.3 Business Day

If anything under this agreement is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.

1.4 Definitions

Unless otherwise defined in this Agreement, terms defined in the Listing Rules have that defined meaning in this Agreement.

2. Escrow Restrictions

2.1 Escrow Restrictions – Holder

Subject to clause 2.3, the Holder must not Deal in the Restricted Securities during the Escrow Period.

2.2 Escrow Restrictions – Controller

Subject to clause 2.3, each Controller must not Deal in its Controller Interests during the Escrow Period.

2.3 Exceptions

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

- (a) the acceptance of a bona fide takeover bid, including a proportionate takeover bid, made in respect of all or some of the Shares;
- (b) the transfer or cancellation of the Shares as part of a scheme of arrangement;
or
- (c) if the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

2.4 Reinstatement of no Dealing undertaking

If a takeover bid referred to in clause 2.3(a) does not become unconditional or a scheme of arrangement referred to in clause 2.3(b) does not take effect, the obligations in clauses 2.1 and 2.2 will be reinstated for the duration of the Escrow Period.

2.5 Notice

If the Holder or a Controller becomes aware:

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

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

2.6 Notice of end of Escrow Period

The Entity will notify the Holder and the Controller of the expiry of the Escrow Period upon the expiry of the Escrow Period.

3. Rights Attaching to Restricted Securities

Nothing in this Agreement, including clause 2, affects or in any way restricts the following rights attaching to the Restricted Securities:

- (a) the right to vote;
- (b) the right to receive dividends or other forms of distribution, including in-specie distributions or capital returns; and
- (c) the right to participate in any form of rights, entitlement or other pro-rata offer to shareholders or any bonus or dividend reinvestment plan.

4. Holding Lock

4.1 Application

The Entity must apply a holding lock to the Restricted Securities during the Escrow Period (if the Restricted Securities are held on an issuer sponsored subregister) or give notice to the securities clearing house requesting it to apply a holding lock (if they are held in a CHESS holding).

4.2 Consent

The Holder and the Controller consent to:

- (a) the Entity entering the Restricted Securities on the Entity's issuer sponsored subregister; and
- (b) the application of a holding lock to such Restricted Securities,

during the Escrow Period. The Entity must take all steps necessary to ensure the Restricted Securities become fully transferable at the end of the Escrow Period.

4.3 Removal of Holding Lock

At least 10 Business Days prior to the expiry of the relevant Escrow Period, the Entity must apply to remove any holding lock applied to the applicable Restricted Securities under clause 4.1 (if they are held on an issuer sponsored subregister) or give notice to the securities clearing house requesting it to remove the holding lock (if they are in a CHES holding). The removal of the holding lock is to take effect from the day after the last day of the relevant Escrow Period.

5. Warranties, Representations and Undertaking

5.1 Giving of Warranties

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

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

5.2 Warranties and Representations

The Holder and each Controller jointly and severally represent and warrant that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Agreement (including, if the Holder or Controller has entered into this Agreement as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**);
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (c) this Agreement constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

- (d) the execution, delivery and performance by it of this Agreement does not and will not violate, breach or result in a contravention of:
- (e) any applicable law, regulation or authorisation;
- (f) its constitution or other constituent documents (or, if the Holder or Controller is a Trustee, the trust deed for the Trust); or
- (g) any agreement, undertaking, Security Interest, or document which is binding on it;
- (h) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in the Restricted Securities such that it will take effect during the Escrow Period;
- (i) the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (j) there is no person who has, or will have, at or immediately following Completion, any substantial economic or beneficial interest in the Restricted Securities other than the Holder and the Controller;
- (k) the Holder will at Completion, hold the Restricted Securities set out in item 4 of the Schedule and each Controller will at Completion, hold its Controller Interests set out in item 5 of the Schedule;
- (l) if the Holder or a Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (m) if the Holder or a Controller is a Trustee:
 - (i) the Holder or Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this Agreement and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder or Controller has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is not effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

5.3 Undertaking

The Holder and each Controller undertakes to the Entity:

- (a) to comply in all respects with this Agreement; and
- (b) not to seek any waiver or variation of this Agreement without the prior written consent of the Entity.

5.4 Effect of Breach of Warranty

A breach of any of the warranties set out in clause 5.1 is a breach of this Agreement.

5.5 Survival of Warranties and Representations

The warranties and representations set out in clause 5.1 survive termination of this Agreement.

6. Disputes

6.1 Consequences of breach

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

- (a) as soon as practicable after becoming aware of the breach, the Entity must take the steps as necessary to prevent the breach, or to enforce the Agreement, including seeking injunctive relief; and
- (b) the Entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Entity.

6.2 Injunctive Relief or Specific Performance

The parties agree that damages would be an insufficient remedy for breach of clauses 2.1 and 2.2 and each of the Holder and Controller agrees that the Entity is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its rights or remedies.

7. Disclosure to ASX

The Holder and the Controller authorise the Entity to disclose to the ASX such information relating to the terms of this Agreement as is required by ASX under the Listing Rules or otherwise.

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The parties agree to keep confidential all information, and to not make press or other announcements or releases, relating to this Agreement and the transactions contemplated by it (including the execution of documents) other than as required by law or the Listing Rules.

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- (a) in writing;
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- (c) directed to the recipient's address (as specified in clause 9.3 or as varied by any notice); and
- (d) hand delivered, sent by prepaid post or transmitted by email or facsimile to that address,

and will be taken to be duly given or made (in the case of delivery in person or by post or email or facsimile transmission) when delivered, received or left at the address of the recipient shown in this Agreement or to any other address which it may have notified the sender.

9.2 Receipt

A notice given in accordance with this clause is taken as having been given and received:

- (a) if hand delivered at or before 4.00 pm on a Business Day, on delivery, otherwise at 9.30 am on the next Business Day;
- (b) if sent by prepaid post, on the seventh Business Day after the date of posting;
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9.3 Address for notices

Unless varied by notice in accordance with this clause 9.3, the parties' addresses and other details are:

- (a) if to the Entity:

Address: Level 23, 530 Collins Street, Melbourne, Victoria 3000

Email:

Facsimile:

Attention:

(b) if to the Holder:

Address: No. 240, Beida Road, Gulou District, Fuzhou, Fujian,
PRC

Email:

Facsimile:

Attention:

10. General

10.1 Amendments

This Agreement may only be varied by a document signed by or on behalf of the parties.

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Time is of the essence of this Agreement.

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- (a) This Agreement is governed by the laws of Victoria.
- (b) Each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of Victoria.

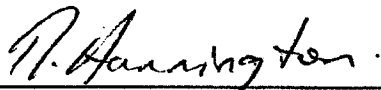
Schedule

Holder's name and address:	Huang Sheng Qi of No. 240, Beida Road, Gulou District, Fuzhou Fujian, PRC
Each Controller's (if any) name and address:	Not applicable
Escrow Period:	The earlier of: (a) six months from the date of admission to the official list of ASX; or (b) two years from the date of this Agreement.
Particulars of Restricted Securities:	5,000,000 ordinary shares
Particular's of Controller Interests (if any):	Not applicable

Signing page


Executed as an agreement

Executed by **EAGLE HEALTH HOLDINGS LIMITED (ACN 616 382 515)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



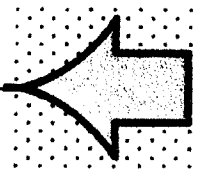
Signature of Director

RODNEY A. HAWNINGTON
Full name (print)



Signature of Director/Company Secretary

MICHAEL ROBIN REER
Full name (print)



Signed, sealed and delivered by **HUANG SHENG QI** in the presence of:

Signature of witness

Full name of witness (print)

Signature of Huang Sheng Qi

Signing page

Executed as an agreement

Executed by **EAGLE HEALTH HOLDINGS LIMITED (ACN 616 382 515)** in accordance with section 127 of the *Corporations Act 2001*(Cth) by:

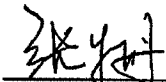
Signature of Director

Signature of Director/Company Secretary

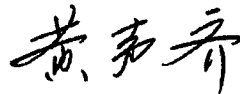
Full name(print)

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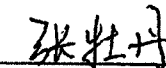
Signed, sealed and delivered by **HUANG SHENG QI** in the presence of:



Signature of witness



Signature of Huang Sheng Qi



Full name of witness (print)

Voluntary Escrow Deed

Eagle Health Holdings Limited

and

Fu Cheng United Finance Co., Ltd

and

Zhang Shaonan

Ref TK:DW:611879

Doc ID 411595493/v1

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Voluntary Escrow Deed

Date 21 April 2017

Parties	<p>Eagle Health Holdings Limited ACN 616 382 515</p> <p>of Level 23, 530 Collins Street, Melbourne, Victoria 3000</p> <p>(Entity)</p>
	<p>Fu Cheng United Finance Co., Ltd</p> <p>of OMC, Chambers, Wickhams Cay 1, Road Town Tortola, British Virgin Islands</p> <p>(Holder)</p>
	<p>Zhang Shaonan</p> <p>Of Room 301, Unit 7, Building 2, Tapu Community, Siming District, Xiamen, Fujian, PRC</p> <p>(Controller)</p>

Recitals	<p>A. At the Entity's request, the Holder and the Controller have agreed to restrictions in relation to the Restricted Securities contained in this Agreement and to the other provisions of this Agreement.</p>
----------	--

The parties agree, in consideration of, among other things, the mutual promises contained in this agreement as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this agreement:

ASX means ASX Limited ACN 008 624 691.

Business Day	means a day on which banks are open for business in the State of Victoria, Australia, excluding a Saturday, Sunday or public holiday.
CHESS	means the Clearing House Electronic Subregister System.
Controller	means the holder set out in item 2 of the Schedule.
Controller Interests	means, in respect of a Controller, the securities, substantial economic or beneficial interest in the Restricted Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 5 of the Schedule.
Dealing	in respect of any Restricted Security, means to: <ul style="list-style-type: none"> (a) dispose of, or agree or offer to dispose of, that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; (b) create, or agree or offer to create, any Security Interest in that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; or (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Security or any legal, beneficial or economic interest in that Restricted Security.
Deal and Dealt	each have a corresponding meaning.
Escrow Period	means the periods set out in item 3 of the Schedule.
Holder	means the holder set out in item 1 of the Schedule.
Listing Rules	means the official listing rules of ASX as amended from time to time.
PPSA	means the <i>Personal Property Securities Act 2009</i> (Cth).
Restricted Securities	means the securities set out in item 4 of the Schedule.

Security Interest means an interest or power:

- (a) reserved in or over an 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 the PPSA, a bill of sale, mortgage, lien, pledge, trust or power; and
- (c) any agreement to grant or create any interest or power referred to in paragraphs (a) or (b) of this definition.

Shares means fully paid ordinary shares in the capital of the Entity.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this the have a corresponding meaning;
- (e) a reference to a "person" includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any Government Agency (whether or not having a separate legal personality);
- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;
- (g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any clause, annexure, exhibit and schedule;
- (h) a reference to a document (including this Agreement) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to any document includes that party's successors and permitted assigns;
- (j) a reference to time is to Melbourne time;

- (k) the word person means a natural person and any association, body or entity whether incorporated or not;
- (l) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (m) a covenant or agreement on the part of two or more persons binds them jointly and severally;
- (n) no rule of construction applies to the disadvantage of a party because this Agreement is prepared by (or on behalf of) that party; and
- (o) a reference to any thing is a reference to the whole and each part of it.

1.3 Business Day

If anything under this agreement is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.

1.4 Definitions

Unless otherwise defined in this Agreement, terms defined in the Listing Rules have that defined meaning in this Agreement.

2. Escrow Restrictions

2.1 Escrow Restrictions – Holder

Subject to clause 2.3, the Holder must not Deal in the Restricted Securities during the Escrow Period.

2.2 Escrow Restrictions – Controller

Subject to clause 2.3, each Controller must not Deal in its Controller Interests during the Escrow Period.

2.3 Exceptions

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

- (a) the acceptance of a bona fide takeover bid, including a proportionate takeover bid, made in respect of all or some of the Shares;
- (b) the transfer or cancellation of the Shares as part of a scheme of arrangement;
or

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

2.4 Reinstatement of no Dealing undertaking

If a takeover bid referred to in clause 2.3(a) does not become unconditional or a scheme of arrangement referred to in clause 2.3(b) does not take effect, the obligations in clauses 2.1 and 2.2 will be reinstated for the duration of the Escrow Period.

2.5 Notice

If the Holder or a Controller becomes aware:

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

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

2.6 Notice of end of Escrow Period

The Entity will notify the Holder and the Controller of the expiry of the Escrow Period upon the expiry of the Escrow Period.

3. Rights Attaching to Restricted Securities

Nothing in this Agreement, including clause 2, affects or in any way restricts the following rights attaching to the Restricted Securities:

- (a) the right to vote;
- (b) the right to receive dividends or other forms of distribution, including in-specie distributions or capital returns; and
- (c) the right to participate in any form of rights, entitlement or other pro-rata offer to shareholders or any bonus or dividend reinvestment plan.

4. Holding Lock

4.1 Application

The Entity must apply a holding lock to the Restricted Securities during the Escrow Period (if the Restricted Securities are held on an issuer sponsored subregister) or give

notice to the securities clearing house requesting it to apply a holding lock (if they are held in a CHESS holding).

4.2 Consent

The Holder and the Controller consent to:

- (a) the Entity entering the Restricted Securities on the Entity's issuer sponsored subregister; and
- (b) the application of a holding lock to such Restricted Securities,

during the Escrow Period. The Entity must take all steps necessary to ensure the Restricted Securities become fully transferable at the end of the Escrow Period.

4.3 Removal of Holding Lock

At least 10 Business Days prior to the expiry of the relevant Escrow Period, the Entity must apply to remove any holding lock applied to the applicable Restricted Securities under clause 4.1 (if they are held on an issuer sponsored subregister) or give notice to the securities clearing house requesting it to remove the holding lock (if they are in a CHESS holding). The removal of the holding lock is to take effect from the day after the last day of the relevant Escrow Period.

5. Warranties, Representations and Undertaking

5.1 Giving of Warranties

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

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

5.2 Warranties and Representations

The Holder and each Controller jointly and severally represent and warrant that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Agreement (including, if the Holder or Controller has entered into this Agreement as a trustee (Trustee), under the trust deed for the relevant trust (Trust);
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;

- (c) this Agreement constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this Agreement does not and will not violate, breach or result in a contravention of:
- (e) any applicable law, regulation or authorisation;
- (f) its constitution or other constituent documents (or, if the Holder or Controller is a Trustee, the trust deed for the Trust); or
- (g) any agreement, undertaking, Security Interest, or document which is binding on it;
- (h) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in the Restricted Securities such that it will take effect during the Escrow Period;
- (i) the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (j) there is no person who has, or will have, at or immediately following Completion, any substantial economic or beneficial interest in the Restricted Securities other than the Holder and the Controller;
- (k) the Holder will at Completion, hold the Restricted Securities set out in item 4 of the Schedule and each Controller will at Completion, hold its Controller Interests set out in item 5 of the Schedule;
- (l) if the Holder or a Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (m) if the Holder or a Controller is a Trustee:
 - (i) the Holder or Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this Agreement and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder or Controller has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is not effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

5.3 Undertaking

The Holder and each Controller undertakes to the Entity:

- (a) to comply in all respects with this Agreement; and

- (b) not to seek any waiver or variation of this Agreement without the prior written consent of the Entity.

5.4 **Effect of Breach of Warranty**

A breach of any of the warranties set out in clause 5.1 is a breach of this Agreement.

5.5 **Survival of Warranties and Representations**

The warranties and representations set out in clause 5.1 survive termination of this Agreement.

6. **Disputes**

6.1 **Consequences of breach**

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

- (a) as soon as practicable after becoming aware of the breach, the Entity must take the steps as necessary to prevent the breach, or to enforce the Agreement, including seeking injunctive relief; and
- (b) the Entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Entity.

6.2 **Injunctive Relief or Specific Performance**

The parties agree that damages would be an insufficient remedy for breach of clauses 2.1 and 2.2 and each of the Holder and Controller agrees that the Entity is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its rights or remedies.

7. **Disclosure to ASX**

The Holder and the Controller authorise the Entity to disclose to the ASX such information relating to the terms of this Agreement as is required by ASX under the Listing Rules or otherwise.

8. Confidentiality

The parties agree to keep confidential all information, and to not make press or other announcements or releases, relating to this Agreement and the transactions contemplated by it (including the execution of documents) other than as required by law or the Listing Rules.

9. Notices

9.1 Form of Notice

All notices, requests, demands, consents, approvals, agreements or other communications (**notices**) to or by a party given for the purposes of Agreement must be:

- (a) in writing;
- (b) signed by the party giving notice or a person duly authorised by that party or, where transmitted by e-mail, sent by the party giving notice or a person duly authorised by that party;
- (c) directed to the recipient's address (as specified in clause 9.3 or as varied by any notice); and
- (d) hand delivered, sent by prepaid post or transmitted by email or facsimile to that address,

and will be taken to be duly given or made (in the case of delivery in person or by post or email or facsimile transmission) when delivered, received or left at the address of the recipient shown in this Agreement or to any other address which it may have notified the sender.

9.2 Receipt

A notice given in accordance with this clause is taken as having been given and received:

- (a) if hand delivered at or before 4.00 pm on a Business Day, on delivery, otherwise at 9.30 am on the next Business Day;
- (b) if sent by prepaid post, on the seventh Business Day after the date of posting;
- (c) if transmitted by e-mail, on the first Business Day after the date of transmission; or
- (d) if transmitted by facsimile at or before 4.00 pm on a Business Day, at the time recorded on the transmission report indicating successful transmission of the entire notice, otherwise at 9.30 am on the next Business Day.

9.3 Address for notices

Unless varied by notice in accordance with this clause 9.3, the parties' addresses and other details are:

(a) If to the Entity:

Address: Level 23, 530 Collins Street, Melbourne, Victoria 3000

Email:

Facsimile:

Attention:

(b) If to the Holder:

Address: OMC, Chambers, Wickhams Cay1, Road Town Tortola,
British Virgin Islands

Email:

Facsimile:

Attention:

(c) If to the Controller

Address: Room 301, Unit 7, Building 2, Tapu Community, Siming
District, Xiamen, Fujian, PRC

Email:

Facsimile:

Attention:

10. General

10.1 Amendments

This Agreement may only be varied by a document signed by or on behalf of the parties.

10.2 Counterparts

- (a) The parties may execute this Agreement in two or more counterparts.
- (b) The parties deem that each counterpart is an original.
- (c) All counterparts together constitute one instrument.

10.3 Further Acts

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this Agreement.

10.4 Time of the Essence

Time is of the essence of this Agreement.

10.5 Liability

An obligation of two or more persons binds them separately and together.

10.6 Governing Law and Jurisdiction

- (a) This Agreement is governed by the laws of Victoria.
- (b) Each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of Victoria.

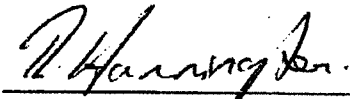
Schedule

Holder's name and address:	Fu Cheng United Finance Co., Ltd of OMC, Chambers, Wickhams Cay1, Road Town Tortola, British Virgin Islands
Each Controller's (if any) name and address:	Zhang Shaonan of Room 301, Unit 7, Building 2, Tapu Community, Siming District, Xiamen, Fujian, PRC
Escrow Period:	The earlier of: (a) six months from the date of admission to the official list of ASX; or (b) two years from the date of this Agreement.
Particulars of Restricted Securities:	11,500,000 ordinary shares.
Particular's of Controller Interests (if any):	Not Applicable

Signing page

Executed as an agreement

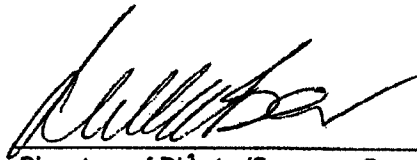
Executed by **EAGLE HEALTH HOLDINGS LIMITED (ACN 616 382 515)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of Director

RODNEY A. HANNINGTON

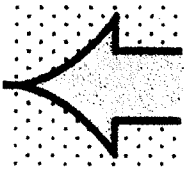
Full name (print)



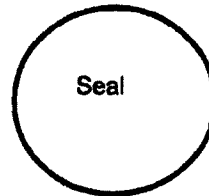
Signature of Director/Company Secretary

MICHEL ROBIN BEER

Full name (print)



Signed, sealed and delivered by **FU CHENG UNITED FINANCE CO., LTD** (British Virgin Islands company number 1927642) in the presence of:



Signature of Witness

Signature of authorised signatory

Full name (print)

Full name (print)

Signed, sealed and delivered by **ZHANG SHAONAN** in the presence of:

Signature of witness

Signature of Zhang Shaonan

Full name of witness (print)

Signing page

Executed as an agreement

Executed by **EAGLE HEALTH HOLDINGS LIMITED (ACN 616 382 515)** in accordance with section 127 of the *Corporations Act 2001*(Cth) by:

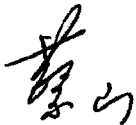
Signature of Director

Signature of Director/Company Secretary

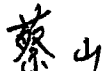
Full name(print)

Full name(print)


Signed, sealed and delivered
by **FU CHENG UNITED FINANCE CO., LTD**
(British Virgin Islands company
number **1927642**) in the presence of:



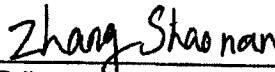
Signature of Witness



Full name(print)

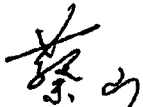


Signature of authorised signatory

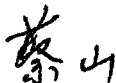


Full name(print)

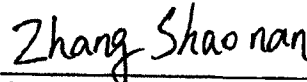
Signed, sealed and delivered by **ZHANG SHAONAN** in the presence of:



Signature of witness



Full name of witness (print)



Signature of Zhang Shaonan

Voluntary Escrow Deed

Eagle Health Holdings Limited

and

Xu Xian Qi

Ref TK:DW:611879

Doc ID 411633893/v1

Level 26, 530 Collins Street, Melbourne VIC 3000 Australia

PO Box 3, Collins Street West VIC 8007 Australia

DX 564 Melbourne

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Voluntary Escrow Deed

Date 21 April 2017

Parties	<p>Eagle Health Holdings Limited ACN 616 382 515</p> <p>of Level 23, 530 Collins Street, Melbourne, Victoria 3000</p> <p style="text-align: right;">(Entity)</p>
	<p>Xu Xian Qi</p> <p>of Room 1003, No. 9 Building, Chengkaihuayuan, Nanpu Street, Lucheng District, Wenzhou, Zhejiang, PRC</p> <p style="text-align: right;">(Holder)</p>

Recitals	<p>A. At the Entity's request, the Holder and the Controller have agreed to restrictions in relation to the Restricted Securities contained in this Agreement and to the other provisions of this Agreement.</p>
-----------------	--

The parties agree, in consideration of, among other things, the mutual promises contained in this agreement as follows:

1. Definitions and interpretation clauses

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Business Day	means a day on which banks are open for business in the State of Victoria, Australia, excluding a Saturday, Sunday or public holiday.
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Controller	means the holder set out in item 2 of the Schedule.
Controller Interests	means, in respect of a Controller, the securities, substantial economic or beneficial interest in the Restricted Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 5 of the Schedule.
Dealing	in respect of any Restricted Security, means to: <ul style="list-style-type: none"> (a) dispose of, or agree or offer to dispose of, that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; (b) create, or agree or offer to create, any Security Interest in that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; or (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Security or any legal, beneficial or economic interest in that Restricted Security.
Deal and Dealt	each have a corresponding meaning.
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pledge, trust or power; and

- (c) any agreement to grant or create any interest or power referred to in paragraphs (a) or (b) of this definition.

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In this Agreement, unless the context requires otherwise:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this Agreement;
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- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;
- (g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any clause, annexure, exhibit and schedule;
- (h) a reference to a document (including this Agreement) includes all amendments or supplements to, or replacements or novations of, that document;
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2.2 Escrow Restrictions – Controller

Subject to clause 2.3, each Controller must not Deal in its Controller Interests during the Escrow Period.

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

- (a) the acceptance of a bona fide takeover bid, including a proportionate takeover bid, made in respect of all or some of the Shares;
- (b) the transfer or cancellation of the Shares as part of a scheme of arrangement; or
- (c) if the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

2.4 Reinstatement of no Dealing undertaking

If a takeover bid referred to in clause 2.3(a) does not become unconditional or a scheme of arrangement referred to in clause 2.3(b) does not take effect, the obligations in clauses 2.1 and 2.2 will be reinstated for the duration of the Escrow Period.

2.5 Notice

If the Holder or a Controller becomes aware:

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

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

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The Entity will notify the Holder and the Controller of the expiry of the Escrow Period upon the expiry of the Escrow Period.

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- (a) the right to vote;
- (b) the right to receive dividends or other forms of distribution, including in-specie distributions or capital returns; and
- (c) the right to participate in any form of rights, entitlement or other pro-rata offer to shareholders or any bonus or dividend reinvestment plan.

4. Holding Lock

4.1 Application

The Entity must apply a holding lock to the Restricted Securities during the Escrow Period (if the Restricted Securities are held on an issuer sponsored subregister) or give notice to the securities clearing house requesting it to apply a holding lock (if they are held in a CHESS holding).

4.2 Consent

The Holder and the Controller consent to:

- (a) the Entity entering the Restricted Securities on the Entity's issuer sponsored subregister; and
- (b) the application of a holding lock to such Restricted Securities,

during the Escrow Period. The Entity must take all steps necessary to ensure the Restricted Securities become fully transferable at the end of the Escrow Period.

4.3 Removal of Holding Lock

At least 10 Business Days prior to the expiry of the relevant Escrow Period, the Entity must apply to remove any holding lock applied to the applicable Restricted Securities under clause 4.1 (if they are held on an issuer sponsored subregister) or give notice to the securities clearing house requesting it to remove the holding lock (if they are in a CHES holding). The removal of the holding lock is to take effect from the day after the last day of the relevant Escrow Period.

5. Warranties, Representations and Undertaking

5.1 Giving of Warranties

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

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

5.2 Warranties and Representations

The Holder and each Controller jointly and severally represent and warrant that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Agreement (including, if the Holder or Controller has entered into this Agreement as a trustee (Trustee), under the trust deed for the relevant trust (Trust);
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (c) this Agreement constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

- (d) the execution, delivery and performance by it of this Agreement does not and will not violate, breach or result in a contravention of:
- (e) any applicable law, regulation or authorisation;
- (f) its constitution or other constituent documents (or, if the Holder or Controller is a Trustee, the trust deed for the Trust); or
- (g) any agreement, undertaking, Security Interest, or document which is binding on it;
- (h) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in the Restricted Securities such that it will take effect during the Escrow Period;
- (i) the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (j) there is no person who has, or will have, at or immediately following Completion, any substantial economic or beneficial interest in the Restricted Securities other than the Holder and the Controller;
- (k) the Holder will at Completion, hold the Restricted Securities set out in item 4 of the Schedule and each Controller will at Completion, hold its Controller Interests set out in item 5 of the Schedule;
- (l) if the Holder or a Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (m) if the Holder or a Controller is a Trustee:
 - (i) the Holder or Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this Agreement and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder or Controller has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is not effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

5.3 Undertaking

The Holder and each Controller undertakes to the Entity:

- (a) to comply in all respects with this Agreement; and
- (b) not to seek any waiver or variation of this Agreement without the prior written consent of the Entity.

5.4 Effect of Breach of Warranty

A breach of any of the warranties set out in clause 5.1 is a breach of this Agreement.

5.5 Survival of Warranties and Representations

The warranties and representations set out in clause 5.1 survive termination of this Agreement.

6. Disputes

6.1 Consequences of breach

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

- (a) as soon as practicable after becoming aware of the breach, the Entity must take the steps as necessary to prevent the breach, or to enforce the Agreement, including seeking injunctive relief; and
- (b) the Entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Entity.

6.2 Injunctive Relief or Specific Performance

The parties agree that damages would be an insufficient remedy for breach of clauses 2.1 and 2.2 and each of the Holder and Controller agrees that the Entity is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its rights or remedies.

7. Disclosure to ASX

The Holder and the Controller authorise the Entity to disclose to the ASX such information relating to the terms of this Agreement as is required by ASX under the Listing Rules or otherwise.

8. Confidentiality

The parties agree to keep confidential all information, and to not make press or other announcements or releases, relating to this Agreement and the transactions contemplated by it (including the execution of documents) other than as required by law or the Listing Rules.

9. Notices

9.1 Form of Notice

All notices, requests, demands, consents, approvals, agreements or other communications (notices) to or by a party given for the purposes of Agreement must be:

- (a) in writing;
- (b) signed by the party giving notice or a person duly authorised by that party or, where transmitted by e-mail, sent by the party giving notice or a person duly authorised by that party;
- (c) directed to the recipient's address (as specified in clause 9.3 or as varied by any notice); and
- (d) hand delivered, sent by prepaid post or transmitted by email or facsimile to that address,

and will be taken to be duly given or made (in the case of delivery in person or by post or email or facsimile transmission) when delivered, received or left at the address of the recipient shown in this Agreement or to any other address which it may have notified the sender.

9.2 Receipt

A notice given in accordance with this clause is taken as having been given and received:

- (a) if hand delivered at or before 4.00 pm on a Business Day, on delivery, otherwise at 9.30 am on the next Business Day;
- (b) if sent by prepaid post, on the seventh Business Day after the date of posting;
- (c) if transmitted by e-mail, on the first Business Day after the date of transmission; or
- (d) if transmitted by facsimile at or before 4.00 pm on a Business Day, at the time recorded on the transmission report indicating successful transmission of the entire notice, otherwise at 9.30 am on the next Business Day.

9.3 Address for notices

Unless varied by notice in accordance with this clause 9.3, the parties' addresses and other details are:

- (a) if to the Entity:

Address: Level 23, 530 Collins Street, Melbourne, Victoria 3000

Email:

Facsimile:

Attention:

(b) If to the Holder:

Address: Room 1003, No. 9 Building, Chengkaihuayuan, Nanpu
Street, Lucheng District, Wenzhou, Zhejiang, PRC

Email:

Facsimile:

Attention:

10. General

10.1 Amendments

This Agreement may only be varied by a document signed by or on behalf of the parties.

10.2 Counterparts

- (a) The parties may execute this Agreement in two or more counterparts.
- (b) The parties deem that each counterpart is an original.
- (c) All counterparts together constitute one instrument.

10.3 Further Acts

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this Agreement.

10.4 Time of the Essence

Time is of the essence of this Agreement.

10.5 Liability

An obligation of two or more persons binds them separately and together.

10.6 Governing Law and Jurisdiction

- (a) This Agreement is governed by the laws of Victoria.
- (b) Each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of Victoria.

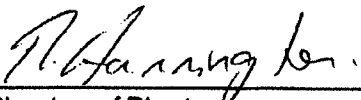
Schedule

Holder's name and address:	Xu Xian Qi of Room 1003, No. 9 Building, Chengkaihuayuan, Nanpu Street, Lucheng District, Wenzhou, Zhejiang, PRC
Each Controller's (if any) name and address:	Not applicable
Escrow Period:	The earlier of: (a) six months from the date of admission to the official list of ASX; or (b) two years from the date of this Agreement.
Particulars of Restricted Securities:	3,750,000 ordinary shares
Particular's of Controller Interests (if any):	Not applicable

Signing page

Executed as an agreement

Executed by **EAGLE HEALTH HOLDINGS LIMITED (ACN 616 382 515)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



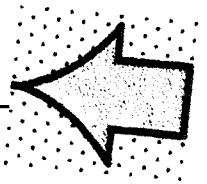
Signature of Director

RODNEY A. HANNINGTON
Full name (print)



Signature of Director/Company Secretary

MICHAEL ROBIN BEER
Full name (print)



Signed, sealed and delivered by **XU XIAN QI** in the presence of:

Signature of witness

Full name of witness (print)

Signature of Xu Xian Qi

Signing page

Executed as an agreement

Executed by **EAGLE HEALTH HOLDINGS
LIMITED (ACN 616 382 515)** in accordance
with section 127 of the *Corporations Act
2001* (Cth) by:

Signature of Director

Signature of Director/Company Secretary

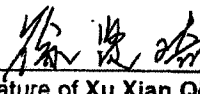
Full name (print)

Full name (print)

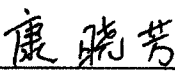
Signed, sealed and delivered by **XU XIAN
QI** in the presence of:



Signature of witness



Signature of Xu Xian Qi



Full name of witness (print)

Voluntary Escrow Deed

Eagle Health Holdings Limited

and

Huang Qian Xu

Ref TK:DW:611879

Doc ID 411597183/v1

Level 26, 530 Collins Street, Melbourne VIC 3000
Australia

PO Box 3, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500

Facsimile 1300 365 323 (Australia)
9034 3257 (International)
hwlebsworth.com.au

+61 3

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Voluntary Escrow Deed

Date 21 April 2017

Parties **Eagle Health Holdings Limited** ACN 616 382 515
of Level 23, 530 Collins Street, Melbourne, Victoria 3000
(Holder)

Huang Qian Xu
of Room 2803, No. 128, Gugong Road, Siming District, Xiamen Fujian,
PRC
(Holder)

Recitals A. At the Entity's request, the Holder and the Controller have agreed to restrictions in relation to the Restricted Securities contained in this Agreement and to the other provisions of this Agreement.

The parties agree, in consideration of, among other things, the mutual promises contained in this agreement as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this agreement:

ASX means ASX Limited ACN 008 624 691.

Business Day means a day on which banks are open for business in the State of Victoria, Australia, excluding a Saturday, Sunday or public holiday.

CHESS means the Clearing House Electronic Subregister System.

Controller	means the holder set out in item 2 of the Schedule.
Controller Interests	means, in respect of a Controller, the securities, substantial economic or beneficial interest in the Restricted Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 5 of the Schedule.
Dealing	in respect of any Restricted Security, means to: <ul style="list-style-type: none"> (a) dispose of, or agree or offer to dispose of, that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; (b) create, or agree or offer to create, any Security Interest in that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; or (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Security or any legal, beneficial or economic interest in that Restricted Security.
Deal and Dealt	each have a corresponding meaning.
Escrow Period	means the periods set out in item 3 of the Schedule.
Holder	means the holder set out in item 1 of the Schedule.
Listing Rules	means the official listing rules of ASX as amended from time to time.
PPSA	means the <i>Personal Property Securities Act 2009</i> (Cth).
Restricted Securities	means the securities set out in item 4 of the Schedule.
Security Interest	means an interest or power: <ul style="list-style-type: none"> (a) reserved in or over an 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 the PPSA, a bill of sale, mortgage, lien,

pledge, trust or power; and

- (c) any agreement to grant or create any interest or power referred to in paragraphs (a) or (b) of this definition.

Shares means fully paid ordinary shares in the capital of the Entity.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this the have a corresponding meaning;
- (e) a reference to a "person" includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any Government Agency (whether or not having a separate legal personality);
- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;
- (g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any clause, annexure, exhibit and schedule;
- (h) a reference to a document (including this Agreement) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to any document includes that party's successors and permitted assigns;
- (j) a reference to time is to Melbourne time;
- (k) the word person means a natural person and any association, body or entity whether incorporated or not;
- (l) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;

- (m) a covenant or agreement on the part of two or more persons binds them jointly and severally;
- (n) no rule of construction applies to the disadvantage of a party because this Agreement is prepared by (or on behalf of) that party; and
- (o) a reference to any thing is a reference to the whole and each part of it.

1.3 Business Day

If anything under this agreement is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.

1.4 Definitions

Unless otherwise defined in this Agreement, terms defined in the Listing Rules have that defined meaning in this Agreement.

2. Escrow Restrictions

2.1 Escrow Restrictions – Holder

Subject to clause 2.3, the Holder must not Deal in the Restricted Securities during the Escrow Period.

2.2 Escrow Restrictions – Controller

Subject to clause 2.3, each Controller must not Deal in its Controller Interests during the Escrow Period.

2.3 Exceptions

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

- (a) the acceptance of a bona fide takeover bid, including a proportionate takeover bid, made in respect of all or some of the Shares;
- (b) the transfer or cancellation of the Shares as part of a scheme of arrangement; or
- (c) if the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

2.4 Reinstatement of no Dealing undertaking

If a takeover bid referred to in clause 2.3(a) does not become unconditional or a scheme of arrangement referred to in clause 2.3(b) does not take effect, the obligations in clauses 2.1 and 2.2 will be reinstated for the duration of the Escrow Period.

2.5 Notice

If the Holder or a Controller becomes aware:

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

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

2.6 Notice of end of Escrow Period

The Entity will notify the Holder and the Controller of the expiry of the Escrow Period upon the expiry of the Escrow Period.

3. Rights Attaching to Restricted Securities

Nothing in this Agreement, including clause 2, affects or in any way restricts the following rights attaching to the Restricted Securities:

- (a) the right to vote;
- (b) the right to receive dividends or other forms of distribution, including in-specie distributions or capital returns; and
- (c) the right to participate in any form of rights, entitlement or other pro-rata offer to shareholders or any bonus or dividend reinvestment plan.

4. Holding Lock

4.1 Application

The Entity must apply a holding lock to the Restricted Securities during the Escrow Period (if the Restricted Securities are held on an issuer sponsored subregister) or give notice to the securities clearing house requesting it to apply a holding lock (if they are held in a CHESS holding).

4.2 Consent

The Holder and the Controller consent to:

- (a) the Entity entering the Restricted Securities on the Entity's issuer sponsored subregister; and
- (b) the application of a holding lock to such Restricted Securities,

during the Escrow Period. The Entity must take all steps necessary to ensure the Restricted Securities become fully transferable at the end of the Escrow Period.

4.3 Removal of Holding Lock

At least 10 Business Days prior to the expiry of the relevant Escrow Period, the Entity must apply to remove any holding lock applied to the applicable Restricted Securities under clause 4.1 (if they are held on an issuer sponsored subregister) or give notice to the securities clearing house requesting it to remove the holding lock (if they are in a CHESS holding). The removal of the holding lock is to take effect from the day after the last day of the relevant Escrow Period.

5. Warranties, Representations and Undertaking

5.1 Giving of Warranties

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

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

5.2 Warranties and Representations

The Holder and each Controller jointly and severally represent and warrant that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Agreement (including, if the Holder or Controller has entered into this Agreement as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**);
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (c) this Agreement constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

- (d) the execution, delivery and performance by it of this Agreement does not and will not violate, breach or result in a contravention of;
- (e) any applicable law, regulation or authorisation;
- (f) its constitution or other constituent documents (or, if the Holder or Controller is a Trustee, the trust deed for the Trust); or
- (g) any agreement, undertaking, Security Interest, or document which is binding on it;
- (h) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in the Restricted Securities such that it will take effect during the Escrow Period;
- (i) the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (j) there is no person who has, or will have, at or immediately following Completion, any substantial economic or beneficial interest in the Restricted Securities other than the Holder and the Controller;
- (k) the Holder will at Completion, hold the Restricted Securities set out in item 4 of the Schedule and each Controller will at Completion, hold its Controller Interests set out in item 5 of the Schedule;
- (l) if the Holder or a Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (m) if the Holder or a Controller is a Trustee:
 - (i) the Holder or Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this Agreement and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder or Controller has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is not effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

5.3 Undertaking

The Holder and each Controller undertakes to the Entity:

- (a) to comply in all respects with this Agreement; and
- (b) not to seek any waiver or variation of this Agreement without the prior written consent of the Entity.

5.4 Effect of Breach of Warranty

A breach of any of the warranties set out in clause 5.1 is a breach of this Agreement.

5.5 Survival of Warranties and Representations

The warranties and representations set out in clause 5.1 survive termination of this Agreement.

6. Disputes

6.1 Consequences of breach

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

- (a) as soon as practicable after becoming aware of the breach, the Entity must take the steps as necessary to prevent the breach, or to enforce the Agreement, including seeking injunctive relief; and
- (b) the Entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Entity.

6.2 Injunctive Relief or Specific Performance

The parties agree that damages would be an insufficient remedy for breach of clauses 2.1 and 2.2 and each of the Holder and Controller agrees that the Entity is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its rights or remedies.

7. Disclosure to ASX

The Holder and the Controller authorise the Entity to disclose to the ASX such information relating to the terms of this Agreement as is required by ASX under the Listing Rules or otherwise.

8. Confidentiality

The parties agree to keep confidential all information, and to not make press or other announcements or releases, relating to this Agreement and the transactions contemplated by it (including the execution of documents) other than as required by law or the Listing Rules.

9. Notices

9.1 Form of Notice

All notices, requests, demands, consents, approvals, agreements or other communications (**notices**) to or by a party given for the purposes of Agreement must be:

- (a) in writing;
- (b) signed by the party giving notice or a person duly authorised by that party or, where transmitted by e-mail, sent by the party giving notice or a person duly authorised by that party;
- (c) directed to the recipient's address (as specified in clause 9.3 or as varied by any notice); and
- (d) hand delivered, sent by prepaid post or transmitted by email or facsimile to that address,

and will be taken to be duly given or made (in the case of delivery in person or by post or email or facsimile transmission) when delivered, received or left at the address of the recipient shown in this Agreement or to any other address which it may have notified the sender.

9.2 Receipt

A notice given in accordance with this clause is taken as having been given and received:

- (a) if hand delivered at or before 4.00 pm on a Business Day, on delivery, otherwise at 9.30 am on the next Business Day;
- (b) if sent by prepaid post, on the seventh Business Day after the date of posting;
- (c) if transmitted by e-mail, on the first Business Day after the date of transmission; or
- (d) if transmitted by facsimile at or before 4.00 pm on a Business Day, at the time recorded on the transmission report indicating successful transmission of the entire notice, otherwise at 9.30 am on the next Business Day.

9.3 Address for notices

Unless varied by notice in accordance with this clause 9.3, the parties' addresses and other details are:

- (a) if to the Entity:

Address: Level 23, 530 Collins Street, Melbourne, Victoria 3000

Email:

Facsimile:

Attention:

(b) If to the Holder:

Address: Room 2803, No. 128, Gugong Road, Siming District,
Xiamen, Fujian, PRC

Email:

Facsimile:

Attention:

10. General

10.1 Amendments

This Agreement may only be varied by a document signed by or on behalf of the parties.

10.2 Counterparts

- (a) The parties may execute this Agreement in two or more counterparts.
- (b) The parties deem that each counterpart is an original.
- (c) All counterparts together constitute one instrument.

10.3 Further Acts

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this Agreement.

10.4 Time of the Essence

Time is of the essence of this Agreement.

10.5 Liability

An obligation of two or more persons binds them separately and together.

10.6 Governing Law and Jurisdiction

- (a) This Agreement is governed by the laws of Victoria.
- (b) Each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of Victoria.

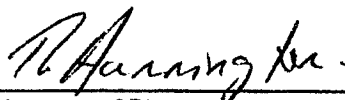
Schedule

Holder's name and address:	Huang Qian Xu of Room 2803, No. 128, Gugong Road, Siming District, Xiamen, Fujian, PRC
Each Controller's (if any) name and address:	Not applicable
Escrow Period:	The earlier of: (a) six months from the date of admission to the official list of ASX; or (b) two years from the date of this Agreement.
Particulars of Restricted Securities:	7,950,000 ordinary shares
Particular's of Controller Interests (if any):	Not applicable

Signing page

Executed as an agreement

Executed by **EAGLE HEALTH HOLDINGS LIMITED (ACN 616 382 515)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



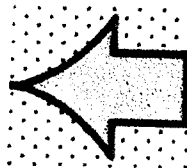
Signature of Director

RODNEY A. HANNINGTON
Full name (print)



Signature of Director/Company Secretary

MICHAEL ROBIN BEER
Full name (print)



Signed, sealed and delivered by **HUANG QIAN XU** in the presence of:

Signature of witness

Signature of Huang Qian Xu

Full name of witness (print)

Signing page

Executed as an agreement

Executed by **EAGLE HEALTH HOLDINGS LIMITED (ACN 616 382 515)** in accordance with section 127 of the *Corporations Act 2001*(Cth) by:

Signature of Director

Signature of Director/Company Secretary

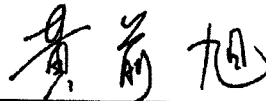
Full name(print)

Full name(print)

Signed, sealed and delivered by **HUANG QIAN XU** in the presence of:



Signature of witness



Signature of Huang Qian Xu



Full name of witness (print)

Voluntary Escrow Deed

Eagle Health Holdings Limited

and

Herb Garden Biotechnology Co., Ltd

and

Zhang Yu

Ref TK:DW:611879

Doc ID 411580763/v1

Level 26, 530 Collins Street, Melbourne VIC 3000
Australia

PO Box 3, Collins Street West VIC 8007 Australia
DX 564 Melbourne

Telephone +61 3 8644 3500

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9034 3257 (International)
hwlebsworth.com.au

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Voluntary Escrow Deed

Date 21 April 2017

Parties	Eagle Health Holdings Limited ACN 616 382 515 of Level 23, 530 Collins Street, Melbourne, Victoria 3000 (Entity)
	Herb Garden Biotechnology Co., Ltd of OMC, Chambers, Wickhams Cay 1, Road Town Tortola, British Virgin Islands (Holder)
	Zhang Yu of Room 502, No. 277, Binlangxili, Siming District, Xiamen, Fujian, PRC (Controller)

Recitals	A. At the Entity's request, the Holder and the Controller have agreed to restrictions in relation to the Restricted Securities contained in this Agreement and to the other provisions of this Agreement.
-----------------	---

The parties agree, in consideration of, among other things, the mutual promises contained in this agreement as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this agreement:

ASX means ASX Limited ACN 008 624 691.

Business Day	means a day on which banks are open for business in the State of Victoria, Australia, excluding a Saturday, Sunday or public holiday.
CHESS	means the Clearing House Electronic Subregister System.
Controller	means the holder set out in Item 2 of the Schedule.
Controller Interests	means, in respect of a Controller, the securities, substantial economic or beneficial interest in the Restricted Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 5 of the Schedule.
Dealing	in respect of any Restricted Security, means to: <ul style="list-style-type: none"> (a) dispose of, or agree or offer to dispose of, that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; (b) create, or agree or offer to create, any Security Interest in that Restricted Security or any legal, beneficial or economic interest in that Restricted Security; or (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Security or any legal, beneficial or economic interest in that Restricted Security.
Deal and Dealt	each have a corresponding meaning.
Escrow Period	means the periods set out in item 3 of the Schedule.
Holder	means the holder set out in Item 1 of the Schedule.
Listing Rules	means the official listing rules of ASX as amended from time to time.
PPSA	means the <i>Personal Property Securities Act 2009</i> (Cth).
Restricted Securities	means the securities set out in Item 4 of the Schedule.

Security Interest means an interest or power:

- (a) reserved in or over an 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 the PPSA, a bill of sale, mortgage, lien, pledge, trust or power; and
- (c) any agreement to grant or create any interest or power referred to in paragraphs (a) or (b) of this definition.

Shares means fully paid ordinary shares in the capital of the Entity.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this the have a corresponding meaning;
- (e) a reference to a "person" includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any Government Agency (whether or not having a separate legal personality);
- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;
- (g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any clause, annexure, exhibit and schedule;
- (h) a reference to a document (including this Agreement) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to any document includes that party's successors and permitted assigns;
- (j) a reference to time is to Melbourne time;

- (k) the word person means a natural person and any association, body or entity whether incorporated or not;
- (l) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (m) a covenant or agreement on the part of two or more persons binds them jointly and severally;
- (n) no rule of construction applies to the disadvantage of a party because this Agreement is prepared by (or on behalf of) that party; and
- (o) a reference to any thing is a reference to the whole and each part of it.

1.3 Business Day

If anything under this agreement is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.

1.4 Definitions

Unless otherwise defined in this Agreement, terms defined in the Listing Rules have that defined meaning in this Agreement.

2. Escrow Restrictions

2.1 Escrow Restrictions – Holder

Subject to clause 2.3, the Holder must not Deal in the Restricted Securities during the Escrow Period.

2.2 Escrow Restrictions – Controller

Subject to clause 2.3, each Controller must not Deal in its Controller Interests during the Escrow Period.

2.3 Exceptions

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

- (a) the acceptance of a bona fide takeover bid, including a proportionate takeover bid, made in respect of all or some of the Shares;
- (b) the transfer or cancellation of the Shares as part of a scheme of arrangement;
or

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

2.4 Reinstatement of no Dealing undertaking

If a takeover bid referred to in clause 2.3(a) does not become unconditional or a scheme of arrangement referred to in clause 2.3(b) does not take effect, the obligations in clauses 2.1 and 2.2 will be reinstated for the duration of the Escrow Period.

2.5 Notice

If the Holder or a Controller becomes aware:

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

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

2.6 Notice of end of Escrow Period

The Entity will notify the Holder and the Controller of the expiry of the Escrow Period upon the expiry of the Escrow Period.

3. Rights Attaching to Restricted Securities

Nothing in this Agreement, including clause 2, affects or in any way restricts the following rights attaching to the Restricted Securities:

- (a) the right to vote;
- (b) the right to receive dividends or other forms of distribution, including in-specie distributions or capital returns; and
- (c) the right to participate in any form of rights, entitlement or other pro-rata offer to shareholders or any bonus or dividend reinvestment plan.

4. Holding Lock

4.1 Application

The Entity must apply a holding lock to the Restricted Securities during the Escrow Period (if the Restricted Securities are held on an issuer sponsored subregister) or give

notice to the securities clearing house requesting it to apply a holding lock (if they are held in a CHESS holding).

4.2 Consent

The Holder and the Controller consent to:

- (a) the Entity entering the Restricted Securities on the Entity's issuer sponsored subregister; and
- (b) the application of a holding lock to such Restricted Securities,

during the Escrow Period. The Entity must take all steps necessary to ensure the Restricted Securities become fully transferable at the end of the Escrow Period.

4.3 Removal of Holding Lock

At least 10 Business Days prior to the expiry of the relevant Escrow Period, the Entity must apply to remove any holding lock applied to the applicable Restricted Securities under clause 4.1 (if they are held on an issuer sponsored subregister) or give notice to the securities clearing house requesting it to remove the holding lock (if they are in a CHESS holding). The removal of the holding lock is to take effect from the day after the last day of the relevant Escrow Period.

5. Warranties, Representations and Undertaking

5.1 Giving of Warranties

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

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

5.2 Warranties and Representations

The Holder and each Controller jointly and severally represent and warrant that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Agreement (including, if the Holder or Controller has entered into this Agreement as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**);
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;

- (c) this Agreement constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this Agreement does not and will not violate, breach or result in a contravention of:
- (e) any applicable law, regulation or authorisation;
- (f) its constitution or other constituent documents (or, if the Holder or Controller is a Trustee, the trust deed for the Trust); or
- (g) any agreement, undertaking, Security Interest, or document which is binding on it;
- (h) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in the Restricted Securities such that it will take effect during the Escrow Period;
- (i) the Restricted Securities are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (j) there is no person who has, or will have, at or immediately following Completion, any substantial economic or beneficial interest in the Restricted Securities other than the Holder and the Controller;
- (k) the Holder will at Completion, hold the Restricted Securities set out in item 4 of the Schedule and each Controller will at Completion, hold its Controller Interests set out in item 5 of the Schedule;
- (l) if the Holder or a Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (m) if the Holder or a Controller is a Trustee:
 - (i) the Holder or Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this Agreement and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder or Controller has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is not effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

5.3 Undertaking

The Holder and each Controller undertakes to the Entity:

- (a) to comply in all respects with this Agreement; and

- (b) not to seek any waiver or variation of this Agreement without the prior written consent of the Entity.

5.4 **Effect of Breach of Warranty**

A breach of any of the warranties set out in clause 5.1 is a breach of this Agreement.

5.5 **Survival of Warranties and Representations**

The warranties and representations set out in clause 5.1 survive termination of this Agreement.

6. **Disputes**

6.1 **Consequences of breach**

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

- (a) as soon as practicable after becoming aware of the breach, the Entity must take the steps as necessary to prevent the breach, or to enforce the Agreement, including seeking injunctive relief; and
- (b) the Entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Entity.

6.2 **Injunctive Relief or Specific Performance**

The parties agree that damages would be an insufficient remedy for breach of clauses 2.1 and 2.2 and each of the Holder and Controller agrees that the Entity is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its rights or remedies.

7. **Disclosure to ASX**

The Holder and the Controller authorise the Entity to disclose to the ASX such information relating to the terms of this Agreement as is required by ASX under the Listing Rules or otherwise.

8. Confidentiality

The parties agree to keep confidential all information, and to not make press or other announcements or releases, relating to this Agreement and the transactions contemplated by it (including the execution of documents) other than as required by law or the Listing Rules.

9. Notices

9.1 Form of Notice

All notices, requests, demands, consents, approvals, agreements or other communications (**notices**) to or by a party given for the purposes of Agreement must be:

- (a) in writing;
- (b) signed by the party giving notice or a person duly authorised by that party or, where transmitted by e-mail, sent by the party giving notice or a person duly authorised by that party;
- (c) directed to the recipient's address (as specified in clause 9.3 or as varied by any notice); and
- (d) hand delivered, sent by prepaid post or transmitted by email or facsimile to that address,

and will be taken to be duly given or made (in the case of delivery in person or by post or email or facsimile transmission) when delivered, received or left at the address of the recipient shown in this Agreement or to any other address which it may have notified the sender.

9.2 Receipt

A notice given in accordance with this clause is taken as having been given and received:

- (a) if hand delivered at or before 4.00 pm on a Business Day, on delivery, otherwise at 9.30 am on the next Business Day;
- (b) if sent by prepaid post, on the seventh Business Day after the date of posting;
- (c) if transmitted by e-mail, on the first Business Day after the date of transmission; or
- (d) if transmitted by facsimile at or before 4.00 pm on a Business Day, at the time recorded on the transmission report indicating successful transmission of the entire notice, otherwise at 9.30 am on the next Business Day.

9.3 Address for notices

Unless varied by notice in accordance with this clause 9.3, the parties' addresses and other details are:

(a) If to the Entity:

Address: Level 23, 530 Collins Street, Melbourne, Victoria 3000

Email:

Facsimile:

Attention:

(b) if to the Holder:

Address: OMC, Chambers, Wickhams Cay1, Road Town Tortola,
British Virgin Islands

Email:

Facsimile:

Attention:

(c) if to the Controller

Address: Room 502, No.277, Binlangxili, Siming
District, Xiamen, Fujian, PRC

Email:

Facsimile:

Attention:

10. General

10.1 Amendments

This Agreement may only be varied by a document signed by or on behalf of the parties.

10.2 Counterparts

- (a) The parties may execute this Agreement in two or more counterparts.
- (b) The parties deem that each counterpart is an original.
- (c) All counterparts together constitute one instrument.

10.3 Further Acts

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this Agreement.

10.4 Time of the Essence

Time is of the essence of this Agreement.

10.5 Liability

An obligation of two or more persons binds them separately and together.

10.6 Governing Law and Jurisdiction

- (a) This Agreement is governed by the laws of Victoria.
- (b) Each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of Victoria.

Schedule

Holder's name and address:	Herb Garden Biotechnology Co., Ltd of OMC, Chambers, Wickhams Cay1, Road Town Tortola, British Virgin Islands
Each Controller's (if any) name and address:	Zhang Yu of Room 502, No.277, Binlangxili, Siming District, Xiamen, Fujian, PRC
Escrow Period:	The earlier of: (a) six months from the date of admission to the official list of ASX; or (b) two years from the date of this Agreement.
Particulars of Restricted Securities:	10,000,000 ordinary shares
Particular's of Controller Interests (if any):	Not Applicable

Signing page

Executed as an agreement

Executed by **EAGLE HEALTH HOLDINGS LIMITED (ACN 616 382 515)** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Signature of Director

RODNEY A. HANNINGTON

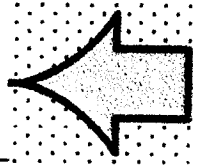
Full name (print)



Signature of Director/Company Secretary

MICHAEL ROBIN BEER

Full name (print)



Signed, sealed and delivered by **HERB GARDEN BIOTECHNOLOGY CO., LTD** (British Virgin Islands company number 1927639) in the presence of:

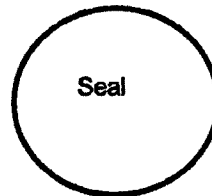
Signature of Witness

Full name (print)

Signed, sealed and delivered by **ZHANG YU** in the presence of:

Signature of witness

Full name of witness (print)



Signature of authorised signatory

Full name (print)

Signature of Zhang Yu

Signing page

Executed as an agreement

Executed by EAGLE HEALTH HOLDINGS
LIMITED (ACN 616 382 515) in accordance
with section 127 of the *Corporations Act*
2001(Cth) by:

Signature of Director

Signature of Director/Company Secretary

Full name(print)

Full name(print)

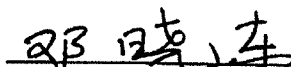
Signed, sealed and delivered
by HERB GARDEN BIOTECHNOLOGY
CO., LTD (British Virgin Islands company
number 1927639) in the presence of:



Signature of Witness



Signature of authorised signatory



Full name(print)




Full name(print)

Signed, sealed and delivered by ZHANG
YU in the presence of:



Signature of witness



Signature of Zhang Yu



Full name of witness (print)