

MinterEllison

To ASX Market Announcements, Melbourne **Facsimile** 1300 135 638

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Company secretaries
Vision Eye Institute Limited

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Date 31 July 2015 **Number of pages (including this one):** 8

Subject **Notice of initial substantial holder from Jangho**

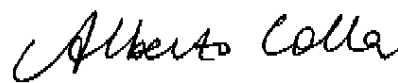
Dear Sir/Madam

We act for Jangho Group Co., Ltd (**Jangho**).

On behalf of Jangho, we attach a notice of initial substantial holder (Form 603) in relation to Vision Eye Institute Limited. This notice is given by Jangho, each person and each of the other entities referenced in section 1 of the notice.

Yours faithfully


Ben Liu
Partner


Alberto Colla
Partner

Level 23 Rialto Towers 525 Collins Street Melbourne VIC 3000
Australia DX 204 Melbourne

If you do not receive all pages please telephone +61 3 8608 2898

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Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Vision Eye Institute Limited

ACN/ARSN 098 890 816

1. Details of substantial holder (1)

Name Jangho Group Co., Ltd (Jangho) and each person or entity listed in Annexure A (Jangho Group).

ACN/ARSN (if applicable) _____

The holder became a substantial holder on 30/07/2015

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary voting shares	35,984,135	35,984,135	19.99%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Jangho	Relevant interest under section 608(8) of the Corporations Act 2001 arising from entry into a Share Sale Agreement dated 30 July 2015 with Idameneo (No 123) Pty Limited ACN 002 988 185, a wholly owned subsidiary of Primary Healthcare Limited ACN 064 530 516 – see Annexure B	35,984,135 ordinary voting shares
Jangho Group	Extension of relevant interest via section 608(3) of the Corporations Act 2001 (Cth)	35,984,135 ordinary voting 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
The persons listed in Item 3	Idameneo (No 123) Pty Limited ACN 002 988 185, a wholly owned subsidiary of Primary Health Care Limited ACN 064 530 516	Jangho (or its nominee) on completion of the Share Sale Agreement	35,984,135 ordinary voting shares

6. 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	
The persons listed in Item 3	30 July 2015	AUD 33,825,066.90 in total (or AUD 0.94 per share)	Nil	35,984,135 ordinary voting shares

6. Associates

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

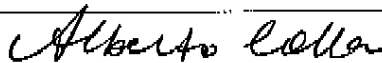
Name and ACN/ARSN (if applicable)	Nature of association
The persons listed in Item 3	Jangho and the Jangho Group are associates of each other by virtue of section 12(2) of the <i>Corporations Act 2001</i> (Cth)

7. Addresses

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

Name	Address
The persons listed in Item 3	No. 5, Niuhul North 5th Street, Shunyi District, Beijing 101300

Signature

print name	Alberto Colla, Partner, Minter Ellison	capacity	Authorised by the parties named in paragraph 1 of this notice to sign the notice for and on behalf of each of them
sign here		date	31/07/2015

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the *Corporations Act 2001*.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the *Corporations Act 2001*.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).


See the definition of "relevant agreement" in section 9 of the *Corporations Act 2001*.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Vision Eye Institute Limited ACN 098 890 816

Annexure A

This is Annexure A of 1 page referred to in the Form 603 Notice of initial substantial holder dated 31 July 2015

Signature

print name	Alberto Colla, Partner, Minter Ellison	capacity	Authorised by the parties named in Item 1 of this notice to sign the notice for and on behalf of each of them
sign here		date	31 July 2015

Jangho Group

Mr Zai Wang Liu
 Jangho Group Co., Ltd
 Beijing Jangho Yuan Controlling Co., Ltd
 Beijing Jangho Steel Structure Engineering CO., Ltd
 Shanghai Jangho Curtain Wall System Engineering CO., Ltd
 Guangzhou Jangho Curtain Wall System Engineering CO., Ltd
 Dalian Jangho Curtain Wall System Engineering CO., Ltd
 Chengdu Jangho Curtain Wall System Engineering CO., Ltd
 Beijing Jangho Innovation and Development Investment Management CO., Ltd
 Changchun Jangho Curtain Wall Engineering CO., Ltd
 Beijing Jangho Curtain Wall System Engineering CO., Ltd
 Beijing Jangho Manufacturing CO., Ltd
 Beijing Gangyuan Construction and Decoration Engineering CO., Ltd
 Beijing Gangyuan Curtain Wall CO., Ltd
 Gangyuan Construction and Decoration Hong Kong CO., Ltd
 Jangho Curtain Wall Singapore CO., Ltd
 Jangho Curtain Wall Malaysia CO., Ltd
 Jangho Curtain Wall (India) CO., Ltd
 Jangho Curtain Wall Hong Kong CO., Ltd
 Jangho Curtain Wall Macau CO., Ltd
 Jangho Curtain Wall Vietnam CO., Ltd
 Jangho Curtain Wall Indonesia CO., Ltd
 Jangho Curtain Wall Chile CO., Ltd
 Sundart Group CO., Ltd
 Jangho Sundart Controlling CO., Ltd
 Golden Acumen Holdings Limited
 Peacemart Enterprises Limited
 Gloryeld Enterprises Limited
 Health Capital Enterprises Limited
 Beijing Sundart Innovation and Construction Decoration Engineering CO., Ltd
 Sam Leung Design CO., Ltd
 Eagle Vision Development Limited

Vision Eye Institute Limited ACN 098 890 816

Annexure B

This is Annexure B of 3 pages referred to in the Form 603 Notice of initial substantial holder dated 31 July 2015

Signature

print name	Alberto Colla, Partner, Minter Ellison	capacity	Authorised by the parties named in Item 1 of this notice to sign the notice for and on behalf of each of them
sign here	<u>Alberto Colla</u>	date	31 July 2015

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

**KING & WOOD
MALLESONS**
金杜律师事务所

SHARE SALE AGREEMENT

Date: 30 JULY 2015

Between: Idameneo (No 123) Pty Limited (ACN 002 968 185) Level 31, 100 Miller Street North Sydney NSW 2060 AUSTRALIA ("Seller")	Jangho Group Co, Ltd ("Buyer")
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STRICTLY PRIVATE & CONFIDENTIAL

We record our agreement as follows:

Recitals

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

Sale and purchase of Sale Shares

- 5 Subject to the terms and conditions of this agreement:
 - (a) the Seller agrees to sell to the Buyer (or its nominee) free from encumbrances and security interests; and
 - (b) the Buyer (or its nominee) agrees to purchase from the Seller, 35,984,135 Shares ("Sale Shares") at AUD 0.94 per Sale Share for an aggregate amount of AUD 33,825,086.90 ("Purchase Price").

Completion

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

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

Simultaneous acts at Completion

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

Representations and warranties

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

General

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

[Signatures on following page]

Signing page

SIGNED by Zai Wanglin

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

[Signature]
Signature of witness

BEN LIA
Name of witness (block letters)

[Signature]

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

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

[Signature]
Signature of director

**PETER GREGG
MANAGING DIRECTOR**
Name of director (block letters)

[Signature]
Signature of director/company
secretary*

**PETER TILLEY
COMPANY SECRETARY**
Name of director/company secretary*
(block letters)
*delete whichever is not applicable