

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme

ACN/ARSN

1. Details of substantial holder (1)

Name

ACN/ARSN (if applicable)

The holder became a substantial holder on / /

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)

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

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

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	

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
Not Applicable	

7. Addresses

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

Name	Address
Anatara Lifesciences Ltd	433 Logan Road, Stones Corner Qld 4120

Signature

print name Stephen Denaro

capacity Company Secretary

sign here

date 16 / 10 / 2014

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, money 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.

Anatara Lifesciences Ltd has, for the purposes of Substantial Holding provisions of the Corporations Act, a relevant interest in Ordinary Shares that :

Form 603**Notice of Initial Substantial Holder****Appendix A**

Anatara Lifesciences Limited has, for the purposes of Substantial Holding provisions of the Corporations Act, a relevant interest in Ordinary Shares that are subject to Escrow Deeds between the Company and various registered holders.

The Company's interest arises because the Escrow Deeds contain restrictions on the disposal of the Shares.

Refer attached proforma Voluntary Restriction Deed.

Voluntary restriction deed

Anatara Lifesciences Ltd ACN 145 239 872

The parties listed in the Schedule

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Voluntary restriction deed

Dated

Parties

Company	Anatara Lifesciences Ltd ACN 145 239 872 of 433 Logan Road, Stones Corner, Brisbane, Queensland 4120
Holders	The parties listed in the Schedule of the addresses listed in the Schedule

Background

- A The Company has issued securities to the Holders.
- B The Holders hold the securities as set out in this document.
- C The Holders have agreed to enter into this document voluntarily for the benefit of the Company.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document, terms defined in the Listing Rules have the same meanings when used in this document, and:

Term	Definition
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
Bidder	has the meaning given to that term in the Corporations Act.
Business Day	means a day that is not a Saturday, Sunday or public holiday in Brisbane, Queensland.
Corporations Act	means <i>Corporations Act 2001</i> (Cth).
Effective Date	means the date that the Company's securities are granted official quotation on the ASX.
Lead Manager	means Wilson HTM Corporate Finance Ltd ACN 057 547 323.

Term	Definition
Listing Rules	means the Listing Rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the Official List of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.
Mandatory Restriction Agreement	means the agreement between the Company and the Holders dated on or about the date of this document relating to the mandatory escrow arrangements imposed by ASX that apply to the balance of the Holders' securities.
Offer	has the meaning set out in clause 5.1.
Pre-Bid Acceptance Agreement	has the meaning set out in clause 5.1.
Restricted Period	means the same escrow period that applies to the balance of the Holders' securities under the Mandatory Restriction Agreement.
Securities	means the securities held by the Holders set out in the Schedule.
Takeover Bid	has the meaning given to that term in the Corporations Act.

1.2 Interpretation

In this document:

- (a) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to this document includes the agreement recorded by this document;
- (f) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (g) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (h) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (i) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holders' activity during Restricted Period

Subject to clauses 3, 4 and 5, on and from the Effective Date until the expiry of the Restricted Period the Holders must not:

- (a) sell, transfer, or otherwise dispose of, or agree or offer to sell, transfer or otherwise dispose of, the Securities;
- (b) create, or agree to create, any security interests in the Securities; 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 the Securities.

2.2 Holding lock

If the Securities are kept on an issuer sponsored subregister, the Holders agree to the application of a holding lock to the Securities.

3 Takeover Bid

3.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by written notice to the Holders if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary shares of the Company; and
- (b) holders of at least 50% of the Securities in the bid class that are not subject to escrow have accepted the Takeover Bid.

3.2 Return of holding lock

If the Takeover Bid does not become unconditional, the Holders and the Company agree for holding locks on the Securities to be reapplied.

4 Merger

4.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by written notice to the Holders if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 Corporations Act.

4.2 Return of holding lock

If the merger by scheme of arrangement is not carried out the Holders and the Company agree for holding locks on the Securities to be reapplied.

5 Pre-bid Acceptance Agreements

5.1 Entry into Pre-bid Acceptance Agreements

Each of the Holders may enter into, and perform its obligations under, an agreement with a potential Bidder under which each of the Holders agrees to accept the offer made to it under a Takeover Bid for all of the issued ordinary shares of the Company (**Offer**) within a period of time after the offer period begins (**Pre-Bid Acceptance Agreement**), provided that the Pre-Bid Acceptance Agreement:

- (a) is subject to a condition precedent that the Bidder publicly propose the Offer within five Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) requires each Holder to accept the Offer for all or any part of the Securities no earlier than ten Business Days after the offer period begins; and
- (c) automatically terminates if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a competing Takeover Bid that has been publicly announced, (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and values each Security higher than under any other Takeover Bid that is on offer at the relevant time) is made before the Holders accept the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

5.2 Limited release

- (a) Subject to clauses 5.2(b) and 5.2(c) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 5.1, the Company must:
 - (i) release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2; and
 - (ii) do all other things necessary in time to permit the Holders to comply with their obligations to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 5.2 is a limited release and only releases the Holders from the restrictions in clause 2 for the sole purpose of accepting the Offer.
- (c) Any waiver of the restrictions in clause 2 by the Company under clause 5.2(a) must first be approved by the Lead Manager in writing (that approval not to be unreasonably withheld).

6 Warranties

6.1 Holders' warranties

Each of the Holders warrants to the Company that it:

- (a) before the Restricted Period begins, has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) has power to enter into and perform its obligations under this document.

6.2 Breach of warranties

A breach of the warranties in clause 6.1 is a breach of this document.

7 Consequences of breaching this document

7.1 Enforcement

If the Company anticipates that a Holder may breach this document, the Company may take steps necessary to prevent the breach or to enforce the document.

7.2 Consequences of breach

If a Holder breaches this document, each of the following applies:

- (a) the Company may take the steps necessary against the Holder to enforce the document or to rectify the breach; and
- (b) the Company may (in addition to other rights and remedies of the Company), refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Securities unless prohibited from doing so by the Listing Rules.

8 General

8.1 Governing law and jurisdiction

- (a) Queensland law governs this document.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

8.2 Counterparts

This document may be signed in any number of counterparts. All counterparts together make one instrument.

8.3 Amendments

This document may only be amended by written agreement between all parties.

9 Notice

9.1 Method of giving notice

A notice, consent or communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent to that person's address by prepaid mail or by prepaid airmail, if the address is overseas;
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient; or
 - (iv) sent by email to that person's email address where the sender receives an email receipt or other written confirmation from the recipient to the sender which indicates that the email was received at the email address of the recipient.

9.2 When is notice given

A notice, consent or communication given under clause 9.1(a) is given and received on the corresponding day set out in the table below. The time expressed in the table is the local time in the place of receipt.

If a notice is	It is given and received on
Delivered by hand or sent by fax or email	(a) that day, if delivered by 5.00pm on a Business Day; or (b) the next Business Day, in any other case.
Sent by post	(a) three Business Days after posting, if sent within Australia; or (b) seven Business Days after posting, if sent to or from a place outside Australia.

9.3 Address for notices

A person's address, fax number and email address are those set out in the Schedule, or as the person notifies the sender.

Schedule

Particulars (clauses 1 and 9.3)

Full name of Holders <i>(Include full account designation for shareholding)</i>	
Address of Holders	
Contact person for Holders	
Fax number for Holders	
Email address for Holders	
Number of securities restricted	All Securities not covered by the Mandatory Restriction Agreement.
Particulars of Securities restricted	Ordinary shares in the issued capital of the Company.

Execution

EXECUTED as a deed

Signed sealed and delivered on behalf of Anatarā Lifesciences Ltd ACN 145 239 872 by:

⤴ _____ ⤴ _____
Signature of Director Signature of Director/Secretary

⤴ _____ ⤴ _____
Full name of Director Full name of Director/Secretary

**** Complete applicable execution clause for Holder(s)***

For a corporate holder with more than one director (or a director and different company secretary):

Signed sealed and delivered on behalf of the person listed in the Schedule by:

⤴ _____ ⤴ _____
Signature of Director Signature of Director/Secretary

⤴ _____ ⤴ _____
Full name of Director Full name of Director/Secretary

For a corporate holder with only one director (and no company secretary):

Signed sealed and delivered on behalf of the person listed in the Schedule by:

⤴ _____
Signature of Director

⤴ _____
Full name of Director

For an individual holder:

Signed sealed and delivered by:

^ _____
Signature of Holder

^ _____
Signature of witness

^ _____
Full name of Holder

^ _____
Full name of witness

For joint holders:

Signed sealed and delivered by:

^ _____
Signature of Holder

^ _____
Signature of Holder

^ _____
Full name of Holder

^ _____
Full name of Holder

Anatara Lifesciences Ltd - Form 603 Appendix B

Holder	Ordinary shares (subject to voluntary escrow)
Parma Corporation Pty Ltd	590,000
Iain Gladstone Ross	40,000
Genetic Horizons Pty Ltd	100,000
Genetic Horizons Pty Ltd	50,000
Lucille Mayse Bridges	40,000
John Alun Siebert	120,000
JPS Distribution Pty Ltd	80,000
Jenna Investments (Vic) Pty Ltd	40,000
Jeremy Nalise McIlroy	40,000
James & Kathlyn Ischia	40,000
William Drummond Paris	40,000
David Breith	120,000
Rajan Uppal	40,000
Hayward Australasia Pty Ltd	40,000
Oakley David	60,000
James Peter Kalokerinos & Mary-Anne Kalokerinos	160,000
JJ (Kim) Wright	40,000
Laijeng Super Fund	40,000
Bio Info Pty Ltd Mengersen & Davis Super Fund Account	100,000
Kevin J Cairns	100,000
Beebee Holdings Pty Ltd	150,000
Wotsinthere Pty Ltd	40,000
Carl Stubbings	40,000
Laurence Crawley & Neil MacDonald	40,000
Mervyn Ian Leo Bassett & Mrs Shirley Ethel Bassett	30,000
Bjs Robb Pty Ltd	20,000
Paul Anthony Gillett	40,000
Vips Capital Pty Ltd	50,000
Hakuna Matata Invest Pty Ltd	40,000
Thirty-Fifth Celebration Pty Ltd	80,000
Nerida White & Athol White	40,000
Incurious Pty Ltd	40,000
Sargood Super Pty Ltd	50,000
Bungeeltap Pty Ltd	40,000
Gatfield Pty Ltd	40,000
Aznanob Pty Ltd	40,000
James Peter Kalokerinos and Mary-Anne Kalokerinos	60,000
Associated Construction Equipment Pty Ltd	50,000
Jontra Holdings Pty Ltd	50,000
John Dugald Mactaggart	120,000
Loch Family Investments Pty Ltd	10,000
Wheski Pty Ltd	10,000
The Jacoby Management Services Pty Ltd	50,000
Parkinson Holdings Pty Ltd	50,000
Dirra Mark 2 Pty Ltd	40,000
Debra Goulter	20,000
Stacey Sze Wan Lacy	20,000
Dainfern Investments Pty Limited	100,000
David Andrew Henderson	40,000
Pronk Holdings Pty Ltd	50,000
Akeva Pty Ltd	40,000
Total	3,370,000