

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme ESTIA HEALTH LIMITED ("Estia")

ACN/ARSN 160 986 201

1. Details of substantial holder (1)

Name ESTIA HEALTH LIMITED

ACN/ARSN (if applicable) 160 986 201

The holder became a substantial holder on 05 / 12 / 2014

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary Shares	54,755,299	54,755,299	30.3%

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
Estia	Restriction on disposal of shares under voluntary escrow arrangements disclosed in Estia's prospectus dated 24 November 2014 gives Estia a technical "relevant interest" in its own shares under section 608(1)(c) of the Corporations Act. However, Estia has no right to acquire these shares or to control the voting rights attaching to these shares. Copies of the pro forma escrow deeds are contained in Annexure B.	54,755,299 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
Estia	Those holders listed in Annexure A	Those holders listed in Annexure A	54,755,299 ordinary shares

5. Consideration

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

No consideration was paid by Estia. Estia has no right to acquire the shares that are subject to the escrow agreements.

6. Associates

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

Not applicable

7. Addresses

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

Name	Address
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Estia	357 - 361 CAMBERWELL ROAD CAMBERWELL, VIC 3124
Holders listed in Annexure A	c/o 357 - 361 CAMBERWELL ROAD CAMBERWELL, VIC 3124

Signature

print name IAN PATRICK STEWART GRIER

capacity DIRECTOR

sign here



date 8 / 12 / 2014

[Faint handwritten text]

Estia Health Limited (ACN 160 986 201)

Annexure A

This is Annexure A of 1 page, referred to in Form 603 – Notice of initial substantial holder

Quadrant Funds and Mercury

	Registered Holder of Securities	Number of Ordinary Shares
1	Quadrant Private Equity No. 3A Pty Ltd	1,653,334
2	Quadrant Private Equity No. 3B Pty Ltd	550,668
3	Quadrant Private Equity No. 3C Pty Ltd	6,167,200
4	Quadrant Private Equity No. 3D Pty Ltd	11,076,291
5	Quadrant Private Equity No. 3, LP by the general partner of its general partner, QPE No. 3GP Pty Ltd	11,388,507
6	MC4 Limited	7,551,488

Director and Management Shareholders

	Registered Holder of Securities	Number of Ordinary Shares
1	Aged Services Victoria Pty Ltd as trustee for The Heritage Lakes Trust	13,876,200
2	Paul Gregersen	869,565
3	Nicson Investments Pty Ltd as trustee for The Yannopoulos Family Trust	857,241
4	Goodlifeoz Pty Limited as trustee for the Grier Family Trust	258,620
5	Bernard Joseph Vella as trustee for the Green Hills Trust	250,000
6	Robert Noel Barlow and Norah Kathleen Barlow as trustees of The Kensington Trust	86,207
7	Grier Investments Pty Ltd as trustee for the Grier Family Superannuation Fund	43,478
8	Prue Mounsey	37,500
9	Glenn Hancock	25,000
10	Penelope Munn	25,000
11	Rachael Pulbrook	25,000
12	55 Eurobin Pty Ltd as trustee for 55 Eurobin Trust	14,000

Estia Health Limited (ACN 160 986 201)

**Annexure B –
Pro forma escrow agreements (relevant agreements by which relevant interest is acquired)**

This is Annexure B of 78 pages, referred to in Form 603 – Notice of initial substantial holder

Escrow Deed

Dated 2014

Estia Health Limited (ACN 160 986 201) (“**Company**”)
The parties specified in Schedule 1 (each a “**Holder**”)

King & Wood Mallesons

Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Australia
T +61 2 9296 2000
F +61 2 9296 3999
DX 113 Sydney
www.kwm.com

Escrow Deed

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Escrow Deed

Details

Parties	Company and Holder	
Company	Name	Estia Health Limited
	ACN	160 986 201
	Address	Level 1 538 Riversdale Road Camberwell VIC 3124
	Telephone	+61 3 9811 9777
	Email	nick@estiahealth.com.au
	Attention	Company Secretary
Holder	Name	The parties specified in Schedule 1
	Address	c/- Quadrant Private Equity Pty Limited Level 30 126 Phillip Street Sydney NSW 2000
	Email	hadley@quadrantpe.com.au with a copy to darville@quadrantpe.com.au
	Attention	The Managing Director
Recitals	A	Each Holder is a shareholder of the Company.
	B	Each Holder intends to sell a portion of its Shares pursuant to the Offer. After Completion of the Offer, each Holder will retain ownership of any Shares not sold in the Offer.
	C	Each Holder undertakes to the Company to hold the relevant Escrow Shares pursuant and subject to the terms of this deed.
Governing law	New South Wales	
Date of deed	See signing page	

Escrow Deed

General terms

1 Definitions and interpretation

1.1 Definitions

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ABN 98 008 624 691) or the financial market conducted by ASX Limited, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement means ASX Settlement Pty Limited (ABN 49 008 504 532).

ASX Settlement Operating Rules means the operating rules of ASX Settlement.

Board means the board of directors of the Company.

Business Day means a business day as defined in the ASX Listing Rules.

Company VWAP means the volume weighted average price of the Shares (calculated to 2 decimal places of one cent) traded on the ASX "On-market" (as that term is defined in the ASX Settlement Operating Rules) excluding special crossings, overseas trades, trades pursuant to the exercise of options or overnight trades, as determined by ASX in accordance with its customary practice.

Completion of the Offer means the completion of the issue and transfer of Shares pursuant to the Offer.

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

Deal means:

- (a) sell, assign, transfer or otherwise dispose (including to 'dispose' as defined in the ASX Listing Rules) of;
- (b) offer to sell, assign, transfer or otherwise dispose (including to 'dispose' as defined in the ASX Listing Rules) of;
- (c) enter into any option which, if exercised, enables or requires the holder to sell, assign, transfer or otherwise dispose of;
- (d) create or permit to be created any Security Interest in, or
- (e) agree (or agree to offer) to do any of these things,

and **Dealing** has a corresponding meaning.

Escrow Period means the period commencing on the date on which Completion of the Offer occurs and ending on the first trading day in Shares on the ASX following the public announcement by the Company of its financial results with respect to the half year ending 31 December 2015.

Escrow Shares means, in respect of a Holder, all of the Shares held by that Holder immediately following Completion of the Offer.

Final Price has the meaning given to that term in the Prospectus.

General Partner means each of QPE No. 3GP Pty Limited and Quadrant Private Equity Management No.3, LP.

Holding Lock has the meaning given in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given in section 2 of the ASX Settlement Operating Rules.

LP Assets has the meaning in clause 9.3.

Offer means the initial public offering of Shares under the Prospectus and the admission or quotation of those Shares to the quotation system of ASX.

Parent Company means QPE No. 3 Holdings Pty Limited.

PPSA means the *Personal Property Securities Act 2009* (Cth).

PPSA Security Interest means a "security interest" within the meaning of the PPSA.

Prospectus means the prospectus to be issued by the Company and SaleCo dated on or about 17 November 2014 and lodged with ASIC on that date.

QPE VCLP means Quadrant Private Equity No.3, L.P.

SaleCo means Estia SaleCo Limited (ACN 601 334 445).

Security Interest means an interest or power:

- (a) reserved in or over an interest in any securities including, any retention of title; or
- (b) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien pledge, trust or power,

by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation, but is not limited to:

- (c) any agreement to grant or create any of the above; and
- (d) a PPSA Security Interest.

Share means a fully paid ordinary share in the capital of the Company.

Share Registry means the share registry engaged by the Company to administer and manage its register of members.

Takeover Bid means a takeover bid for some or all Shares under Chapter 6 of the Corporations Act.

Trading Day has the meaning giving in the ASX Listing Rules.

Trust means:

- (a) Quadrant Private Equity No. 3A;
- (b) Quadrant Private Equity No 3B;
- (c) Quadrant Private Equity No. 3C; and
- (d) Quadrant Private Equity No. 3D.

Trustee means:

- (a) Quadrant Private Equity No. 3A Pty Limited;
- (b) Quadrant Private Equity No. 3B Pty Limited;
- (c) Quadrant Private Equity No. 3C Pty Limited; and
- (d) Quadrant Private Equity No. 3D Pty Limited.

Voluntary Escrow Deed means a voluntary escrow deed entered into in connection with the Offer.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation.

In this deed, unless the context requires another meaning:

- (a) a reference to:
 - (i) the singular includes the plural and vice versa;
 - (ii) a gender includes all genders;
 - (iii) a document (including this deed) is a reference to that document as amended, consolidated, supplemented, novated or replaced;
 - (iv) an agreement includes any undertaking, representation, deed, agreement or legally enforceable arrangement or understanding whether written or not;
 - (v) a party means a party to this deed;
 - (vi) an item, Recital, clause, provision, Schedule or Annexure is to an item, Recital, clause, provision, Schedule or Annexure of or to this deed;
 - (vii) a person (including a party) includes:
 - (A) an individual, company, other body corporate, association, partnership, firm, joint venture, trust or government agency; and
 - (B) the person's successors, permitted assigns, substitutes, executors and administrators;
 - (viii) a law includes any legislation, judgment, rule of common law or equity or rule of any applicable stock exchange, and is a reference to that law as amended, consolidated, supplemented or replaced and includes a reference to any regulation, by-law or other subordinate legislation;

- (ix) time is to prevailing Sydney time; and
- (x) the words "including" or "includes" means "including, but not limited to", or "includes, without limitation" respectively;
- (b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) headings and the Recitals are for convenience only and do not affect interpretation of this deed;
- (d) if a payment or other act must (but for this clause) be made or done on a day that is not a Business Day, then it must be made or done on the next Business Day;
- (e) a warranty, representation, covenant or obligation given or entered into by more than one person binds them severally but not jointly;
- (f) unless otherwise expressly provided in this deed, if a period must be calculated from, after or before a day or the day of an act or event, it must be calculated excluding that day;
- (g) "writing" and "written" includes printing, typing and other modes of reproducing words in a visible form including any representation of words in a physical document or in an electronic communication or form or otherwise;
- (h) the word "law" includes common law, principles of equity and legislation, and a reference to legislation includes regulations and other instruments under it and any variation or replacement of any of them; and
- (i) the meaning of general words is not limited by specific examples introduced by "including", "for example" or "such as" or similar expressions.

1.3 Compliance with ASX Listing Rules

For so long as the Company is listed on the official list of ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules this deed is deemed not to contain that provision to the extent of the inconsistency.

2 Escrow

2.1 Holder restrictions

Subject to clause 3, during the Escrow Period each Holder agrees that it will not:

- (a) Deal with;
- (b) Deal in any interest (including any economic interest) or right in respect of; or
- (c) do, or omit to do, any act if the act or omission would (or would be likely to) have the effect of resulting in a Dealing with, or in any interest (including any economic interest) or right in respect of,

any or all of that Holder's Escrow Shares.

2.2 Escrow restrictions and Holding Lock

The parties acknowledge and agree that:

- (a) **(registration)** as soon as practicable following the settlement of the Offer the Escrow Shares will be registered and held for each Holder on the Issuer Sponsored Subregister;
- (b) **(Holding Lock)** the Company will apply a Holding Lock on the Escrow Shares as soon as practicable after registration of the Escrow Shares on the Issuer Sponsored Subregister and each Holder agrees to the application of the Holding Lock; and
- (c) **(release)** the Company will do all things necessary to ensure that the Holding Lock is released:
 - (i) to the extent necessary to permit Dealings of the Escrow Shares permitted by this deed; and
 - (ii) in full at the conclusion of the Escrow Period,

including notifying the ASX that the Escrow Shares will be released from the Holding Lock, in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

2.3 Notice to the Company

If a Holder becomes aware:

- (a) that any action, event or circumstance referred to in clause 2.1 has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to any action, event or circumstance referred to in clause 2.1 during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the action, event, circumstance or matter, as applicable, providing full details.

3 Exceptions to escrow restrictions

3.1 Dividends and voting rights

The parties agree that except as expressly provided in clause 2, the terms of this deed will have no effect on any rights of a Holder to receive dividends, a return of capital or other distribution attaching to the Escrow Shares or to exercise voting rights in respect of the Escrow Shares.

3.2 Takeovers, mergers and reorganisations

Clause 2.1 will cease to apply to the extent necessary to allow:

- (a) **(Takeover Bid)** a Holder to accept an offer made under a Takeover Bid for any of its Escrow Shares, provided that holders of not less than 50% of Shares that are not subject to a Voluntary Escrow Deed have accepted the Takeover Bid;
- (b) **(Bid acceptance facility)** a Holder to tender any of its Escrow Shares into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of Shares that are not subject to a Voluntary Escrow Deed have either accepted the Takeover Bid or tendered (and not withdrawn) their Shares into the bid acceptance facility; or
- (c) **(scheme)** the Escrow Shares to be transferred or cancelled as part of a merger or an acquisition of share capital being implemented by way of a scheme of arrangement under Part 5.1 of the Corporations Act which has received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts,

provided that, if for any reason any or all Escrow Shares are not transferred or cancelled in accordance with a Takeover Bid (including because the Takeover Bid does not become unconditional) or scheme of arrangement described in clauses 3.2(a) or 3.2(c), then each Holder agrees that the restrictions applying to the Escrow Shares under this deed (including under clause 2.1) will continue to apply and without limiting the foregoing, the Holding Lock will be re-applied to all Escrow Shares not so transferred or cancelled.

3.3 Security interests

Notwithstanding any provision to the contrary in this deed, during the Escrow Period, each Holder may grant a Security Interest over any (or all) of its Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

- (a) the Security Interest does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest that the Holder has in any of its Escrow Shares; and
- (b) no Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the Security Interest. Any agreement with a Financial Institution must provide that the Escrow Shares are to remain in escrow and subject to the terms of this deed as if the Financial Institution were a party to this deed.

3.4 Early release

Notwithstanding any provision to the contrary in this deed, during the Escrow Period, each Holder may Deal with the number of its Escrow Shares indicated below if the Dealing constitutes a Dealing involving:

- (a) the disposal (in one or more transactions) of up to 50% of the Escrow Shares at any time after both of the following conditions have been satisfied:
 - (i) the half yearly financial results of the Company for the period ending 31 December 2014 have been released to ASX; and
 - (ii) the Company VWAP calculated over a period of 10 consecutive Trading Days following the satisfaction of the condition in paragraph (i) above is at least 20% higher than the Final Price; or
- (b) the disposal (in one or more transactions) of up to 100% of all remaining Escrow Shares at any time after both of the following conditions have been satisfied:
 - (i) the annual financial results of the Company for the period ending 30 June 2015 have been released to ASX; and
 - (ii) the Company VWAP calculated over a period of 10 consecutive Trading Days following the satisfaction of the condition in paragraph (i) above is at least 20% higher than the Final Price.

3.5 Other exceptions

Clause 2.1 will cease to apply to the extent necessary to allow a Dealing in Escrow Shares pursuant to an order of a court of competent jurisdiction compelling any Escrow Shares to be disposed of or a Security Interest granted over them.

4 Termination

- (a) This deed terminates with immediate effect and without the action of any party upon the end of the Escrow Period, provided that this deed will terminate with immediate effect and without the action of any party if Completion of the Offer has not occurred by 31 January 2015.
- (b) The Company will procure that the Share Registry releases the Holding Lock in respect of the Escrow Shares, if still in effect, as soon as possible following termination of this deed.

5 Warranties and acknowledgement

5.1 Giving of warranties

Each of the warranties and representations in this clause 5 is given by each Holder in favour of the Company, as at:

- (a) the date of this deed, unless a later date is specified in clause 5.2; and
- (b) from the applicable date under clause 5.1(a), at all times until expiry of the Escrow Period.

The warranties and representations in this clause 5 are given in respect of any and all Escrow Shares from time to time during the period from the date of the deed until the end of the Escrow Period.

5.2 Holder warranties and representations

Each Holder warrants and represents the following:

- (a) prior to the Escrow Period it has not done (and will not do), or omitted to do (or will not omit to do), any act which would result in a Dealing in Escrow Shares during the Escrow Period;
- (b) the Holder holds the Escrow Shares in the capacity of trustee or general partners and the only controller of the Holder (as defined in the ASX Listing Rules) is the Parent Company;
- (c) no person (other than the Holder) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (d) from the date of Completion of the Offer, its Escrow Shares will be free from all Security Interests and other third party interests or rights other than as permitted under clause 3.3;
- (e) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, under the respective trust deeds for the Trusts);
- (f) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (g) this deed constitutes a legal, valid and binding obligation on it and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (h) as at Completion, the Holder will hold the relevant Escrow Shares and those Escrow Shares will, immediately following Completion of the Offer, be all the Shares, substantial economic interests or other interests that the Holder directly or indirectly has in the Company;
- (i) the execution, delivery and performance by each Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, Security Interest or document which is binding on the Holder;
- (j) for each Holder that is a Trustee:
 - (i) the Trustee is the sole trustee of the relevant Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust;
 - (ii) the Trustee has the right to be fully indemnified out of the assets of the relevant Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified,

released or diminished in any way. The assets of the relevant Trust are sufficient to satisfy that right in full and the Trustee has not released or disposed of its equitable lien over those Trust assets; and

- (iii) the relevant Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust; and
- (k) for each Holder that is a General Partner:
- (i) it is the sole general partner of QPE VCLP (or its general partner) and no action has been taken to remove or replace it;
 - (ii) it has the power under the relevant limited partnership deed to execute and perform its obligations under this deed and all necessary action has been taken to authorise the execution and performance of this deed under the relevant limited partnership deed;
 - (iii) this deed is executed, and all transactions secured by this deed will be entered into, as part of the proper administration of the relevant limited partnership and is or will be for the benefit of the partners of the relevant partnership; and
 - (iv) it has a right to be fully indemnified out of the LP Assets and no action has been taken to restrict or limit that right.

5.3 Survival of warranties and representations

The warranties and representations in this clause 5 survive the termination of this deed.

6 Consequences of breaching this deed

- (a) If a Holder breaches this deed or the Company believes that a prospective breach of this deed may occur, each of the following applies:
 - (i) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach or prospective breach; and
 - (ii) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer of or other Dealing in any of the Holder's Escrow Shares.
- (b) The parties agree that damages would be an insufficient remedy for a breach or prospective breach of this deed by a Holder and each Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce a Holder's obligations under this deed, without proof of actual damage and without prejudice to any of the Company's other rights or remedies.

7 Notices and other communications

7.1 Form - all communications

Unless expressly stated otherwise in this deed, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed must be:

- (a) in writing;
- (b) in English or accompanied by a certified translation into English;
- (c) signed by the sender (if an individual) or a person duly authorised by the sender; and
- (d) marked for the attention of the person identified or referred to in the Details or Schedule or, if the recipient has notified otherwise, then marked for attention in the way last notified.

7.2 Form - communications sent by email

Communications sent by email need not be marked for attention in the way stated in clause 7.1. However, the email:

- (a) must state the first and last name of the sender; and
- (b) must be in plain text format or, if attached to an email, must be an Adobe Portable Document Format (pdf) file.

Communications sent by email are taken to be signed by the named sender.

7.3 Delivery

Communications must be:

- (a) left at the address set out or referred to in the Details; or
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Details; or
- (c) sent by email to the address set out or referred to in the Details; or
- (d) given in any other way permitted by law.

However, if the intended recipient has notified a changed address or email address, then communications must be to that address or email address.

7.4 When effective

Communications take effect from the time they are received or taken to be received under clause 7.5 (whichever happens first) unless a later time is specified.

7.5 When taken to be received

Communications are taken to be received:

- (a) if sent by post, three days after posting (or seven days after posting if sent from one country to another); or

- (b) if sent by email;
 - (i) when the sender receives an automated message confirming delivery; or
 - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

7.6 Receipt outside business hours

Despite clauses 7.4 and 7.5, if communications are received or taken to be received under clause 7.5 after 5.00pm in the place of receipt or on a non-Business Day, they are taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

8 General provisions

8.1 Invalid or unenforceable provisions

If a provision of this deed is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) it does not affect the validity or enforceability of:
 - (i) that provision in another jurisdiction; or
 - (ii) the remaining provisions.

8.2 Waiver and exercise of rights

- (a) A waiver by a party of a provision or a right under this deed is binding on the party granting the waiver only if it is given in writing and is signed by the party or an officer of the party granting the waiver.
- (b) A waiver is effective only in the specific instance and for the specific purpose for which it is given.
- (c) A single or partial exercise of a right by a party does not preclude another or further exercise or attempted exercise of that right or the exercise of another right.
- (d) Failure by a party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

8.3 Amendment

This deed may be amended only by a document signed by all parties.

8.4 Further assurances

Each Holder undertakes to do all things necessary or desirable to effect the transactions contemplated by this deed as expeditiously as possible, including executing, delivering or completing any form, document or instrument necessary or desirable to give effect to any of the transactions contemplated by this deed.

8.5 PPSA further steps

If the Company determines that this deed results in the creation of a PPSA Security Interest, each Holder agrees to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Company reasonably asks and considers necessary for the purposes of:

- (a) ensuring that the PPSA Security Interest is enforceable, perfected and otherwise effective;
- (b) enabling the Company to apply for any registration, or give any notification, in connection with the PPSA Security Interest so that the PPSA Security Interest has the priority required by the Company; and
- (c) enabling the Company to exercise rights in connection with the PPSA Security Interest.

8.6 Non-merger

The warranties, other representations and undertakings by the parties in this deed are continuing and will not merge or be extinguished on Completion of the Offer.

8.7 Assignment

A Holder must not transfer, assign, create an interest in, or deal in any other way with, any of its rights or obligations under this deed without the prior written consent of the other parties.

8.8 Entire agreement

This deed and the documents referred to in this deed are the entire agreement of the parties about the subject matter of this deed and supersede any representations, negotiations, arrangements, understandings or agreements and all other communications.

8.9 Remedies

The rights, remedies and powers of the parties under this deed are cumulative and not exclusive of any rights, remedies or powers provided to the parties by law.

8.10 Inconsistent agreements

If a provision of this deed is inconsistent with a provision of any other agreement, document, representation, negotiation, arrangement or understanding between a Holder and any other person, the provision of this deed prevails.

8.11 Successors and assigns

This deed is binding on, and has effect for the benefit of, the parties and their respective successors and permitted assigns.

8.12 Approvals and consents

Except where this deed expressly states otherwise, a party or other person referred to in this deed (including the Board) may, in its absolute discretion, give conditionally or unconditionally or withhold any approval, consent, resolution or determination under this deed.

8.13 Counterparts

This deed may be signed in counterparts and all counterparts taken together constitute one document.

8.14 Governing law

This deed is governed by the laws of New South Wales.

8.15 Jurisdiction

Each party irrevocably and unconditionally:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales; and
- (b) waives any claim or objection based on absence of jurisdiction or inconvenient forum.

9 General Partner limitation of liability

9.1 Capacity of General Partner

Each General Partner enters into this deed as general partner of QPE VCLP (or of its general partner) and in no other capacity.

9.2 Obligations only as general partner

The obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, a General Partner under or in respect of this deed (**Obligations**) are incurred by that General Partner solely in its capacity as general partner of QPE VCLP (or of its general partner) and a General Partner will cease to have any obligation under this deed if the General Partner ceases for any reason to be the general partner of QPE VCLP (or of its general partner). Each General Partner must, prior to ceasing to be the general partner of QPE VCLP (or of its general partner), cause any successor of it as the general partner of QPE VCLP (or of its general partner) to execute such documents required by the Company to ensure that this deed is binding on its successor.

9.3 Scope of liability

No General Partner will be liable to pay or satisfy any Obligations except out of the assets, property and right, real and personal, of any value whatsoever against which it is entitled to be indemnified in respect of any liability incurred as general partner of QPE VCLP (or of its general partner) (**LP Assets**).

9.4 Limitation of Liability

If a party does not recover all money owing to it arising from non-performance or breach of the Obligations, it may not seek to recover the shortfall by applying to have any General Partner wound up or proving in the winding up of a General Partner.

9.5 General Partner's liability

Notwithstanding anything in this clause 9, each General Partner is liable and is not released to the extent that a liability under this deed arises out of a General Partner's own fraud, negligence or default, which disentitles it from an indemnity out of the LP Assets in relation to the relevant liability.

9.6 Attorney

No attorney or agent appointed in accordance with this deed has the authority to act on behalf of QPE VCLP in a way which exposes QPE VCLP to any liability in excess of any amount for which QPE VCLP may be liable under clause 9.3.

9.7 Other persons

Each party to this deed acknowledges and agrees that each General Partner, each limited partner of QPE VCLP (if any), each limited partner of the General Partners (if any) and each of their respective officers, employees, advisers, associates, affiliates and Related Bodies Corporate and each of the officers, employees, advisers, associates, affiliates and Related Bodies Corporate of the General Partners:

- (a) is not liable under this deed or in respect of any matter arising in connection with this deed to any person except to the extent that liability cannot be excluded by statute or regulation or arises out of the relevant party's own fraud, negligence or default; and
- (b) is not the proper party to any claim or other legal proceedings under this deed or in respect of any matter arising in connection with this deed, except where such claim or legal proceedings arise out of the relevant party's own fraud, negligence or default.

10 Trustee limitation of liability

10.1 Acknowledgement

Each Trustee and each party acknowledges that it enters into this deed in its capacity as trustee of its Trust.

10.2 Limited Capital

Each Trustee enters into this Deed only in its capacity as trustee of its Trust and in no other capacity. Any liability arising under or in connection with this deed is limited to, and can be enforced against the Trustee only to the extent to which it can be satisfied out of the assets of its Trust out of which the Trustee is actually indemnified for the liability. This limitation of the Trustee's liability applies despite any other provision of this deed and extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this deed.

10.3 Limited rights to sue

No other party may sue the Trustee in any capacity other than as trustee of the Trust, including seeking the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator, or any similar person to the Trustee or prove in any liquidation, administration or arrangement of or affecting the Trustee (except in relation to property of the Trust).

10.4 Exceptions

The provisions of this clause 11 do not apply to any obligation or liability of the Trustee to the extent that is not satisfied under, the deed governing the Trust or by operation of law there is a reduction in the extent of the Trustee's indemnification out of the assets of the Trust, as a result of the Trustee's fraud, negligence or breach of trust.

10.5 Limited authority

No attorney, agent, receiver or receiver and manager appointed in accordance with this deed has authority to act on behalf of the Trustee in a way which exposes the Trustee to any personal liability.

EXECUTED as a deed

Escrow Deed

Schedule 1 - Details

Holder
Quadrant Private Equity No. 3A Pty Limited as trustee for Quadrant Private Equity No. 3A
Quadrant Private Equity No. 3B Pty Limited as trustee for Quadrant Private Equity No. 3B
Quadrant Private Equity No. 3C Pty Limited as trustee for Quadrant Private Equity No. 3C
Quadrant Private Equity No. 3D Pty Limited as trustee for Quadrant Private Equity No. 3D
Quadrant Private Equity No. 3, LP by the general partner of its general partner, QPE No. 3GP Pty Limited

Escrow Deed

Signing page

DATED: _____ 2014

EXECUTED by QUADRANT PRIVATE)
EQUITY NO. 3A PTY LIMITED as)
trustee for **QUADRANT PRIVATE)**
EQUITY NO. 3A in accordance with)
section 127(1) of the Corporations Act)
2001 (Cth) by authority of its directors:)

.....)
Signature of director)

.....)
Name of director (block letters))

.....)
Signature of director/company)
secretary*)

*delete whichever is not applicable)

.....)
Name of director/company secretary*)
(block letters))

*delete whichever is not applicable)

EXECUTED by QUADRANT PRIVATE)
EQUITY NO. 3B PTY LIMITED as)
trustee for **QUADRANT PRIVATE)**
EQUITY NO. 3B in accordance with)
section 127(1) of the Corporations Act)
2001 (Cth) by authority of its directors:)

.....)
Signature of director)

.....)
Name of director (block letters))

.....)
Signature of director/company)
secretary*)

*delete whichever is not applicable)

.....)
Name of director/company secretary*)
(block letters))

*delete whichever is not applicable)

EXECUTED by **QUADRANT PRIVATE EQUITY NO. 3C PTY LIMITED** as trustee for **QUADRANT PRIVATE EQUITY NO. 3C** in accordance with section 127(1) of the Corporations Act 2001 (Cth) by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **QUADRANT PRIVATE EQUITY NO. 3D PTY LIMITED** as trustee for **QUADRANT PRIVATE EQUITY NO. 3D** in accordance with section 127(1) of the Corporations Act 2001 (Cth) by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **QPE NO. 3GP PTY LIMITED** as general partner for the general partner of **QUADRANT PRIVATE EQUITY NO. 3, LP** in accordance with section 127(1) of the Corporations Act 2001 (Cth) by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

EXECUTED by **ESTIA HEALTH**)
LIMITED in accordance with section)
127(1) of the Corporations Act 2001)
(Cth) by authority of its directors:)

.....)
Signature of director)

.....)
Name of director (block letters))

.....)
Signature of director/company)
secretary*)
*delete whichever is not applicable)

.....)
Name of director/company secretary*)
(block letters))
*delete whichever is not applicable)

Escrow Deed

Dated 2014

Estia Health Limited (ACN 160 986 201) (“**Company**”)
MCF 4 Limited (“**Holder**”)

King & Wood Mallesons

Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Australia
T +61 2 9296 2000
F +61 2 9296 3999
DX 113 Sydney
www.kwm.com

Escrow Deed

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Escrow Deed

Details

Parties	Company and Holder	
Company	Name	Estia Health Limited
	ACN	160 986 201
	Address	Level 1 538 Riversdale Road Camberwell VIC 3124
	Telephone	+61 3 9811 9777
	Email	nick@estiahealth.com.au
	Attention	Company Secretary
Holder	Name	MCF 4 Limited
	Address	c/- Bell Gully Level 23 Vero Centre 48 Shortland Street Auckland 1010 New Zealand
	Email	cperkins@mercurycapital.com.au
	Attention	Clark Perkins
Recitals	A	The Holder is a shareholder of the Company.
	B	The Holder intends to sell a portion of its Shares pursuant to the Offer. After Completion of the Offer, the Holder will retain ownership of any Shares not sold in the Offer.
	C	The Holder undertakes to the Company to hold the Escrow Shares pursuant and subject to the terms of this deed.
Governing law	New South Wales	
Date of deed	See signing page	

Escrow Deed

General terms

1 Definitions and interpretation

1.1 Definitions

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ABN 98 008 624 691) or the financial market conducted by ASX Limited, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement means ASX Settlement Pty Limited (ABN 49 008 504 532).

ASX Settlement Operating Rules means the operating rules of ASX Settlement.

Board means the board of directors of the Company.

Business Day means a business day as defined in the ASX Listing Rules.

Company VWAP means the volume weighted average price of the Shares (calculated to 2 decimal places of one cent) traded on the ASX "On-market" (as that term is defined in the ASX Settlement Operating Rules) excluding special crossings, overseas trades, trades pursuant to the exercise of options or overnight trades, as determined by ASX in accordance with its customary practice.

Completion of the Offer means the completion of the issue and transfer of Shares pursuant to the Offer.

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

Deal means:

- (a) sell, assign, transfer or otherwise dispose (including to 'dispose' as defined in the ASX Listing Rules) of;
- (b) offer to sell, assign, transfer or otherwise dispose (including to 'dispose' as defined in the ASX Listing Rules) of;
- (c) enter into any option which, if exercised, enables or requires the holder to sell, assign, transfer or otherwise dispose of;
- (d) create or permit to be created any Security Interest in, or
- (e) agree (or agree to offer) to do any of these things,

and **Dealing** has a corresponding meaning.

Escrow Period means the period commencing on the date on which Completion of the Offer occurs and ending on the first trading day in Shares on the ASX following the public announcement by the Company of its financial results with respect to the half year ending 31 December 2015.

Escrow Shares means all of the Shares held by the Holder immediately following Completion of the Offer.

Final Price has the meaning given to that term in the Prospectus.

Holding Lock has the meaning given in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given in section 2 of the ASX Settlement Operating Rules.

Offer means the initial public offering of Shares under the Prospectus and the admission or quotation of those Shares to the quotation system of ASX.

PPSA means the *Personal Property Securities Act 2009* (Cth).

PPSA Security Interest means a “security interest” within the meaning of the PPSA.

Prospectus means the prospectus to be issued by the Company and SaleCo dated on or about 17 November 2014 and lodged with ASIC on that date.

SaleCo means Estia SaleCo Limited (ACN 601 334 445).

Security Interest means an interest or power:

- (a) reserved in or over an interest in any securities including, any retention of title; or
- (b) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien pledge, trust or power,

by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation, but is not limited to:

- (c) any agreement to grant or create any of the above; and
- (d) a PPSA Security Interest.

Share means a fully paid ordinary share in the capital of the Company.

Share Registry means the share registry engaged by the Company to administer and manage its register of members.

Takeover Bid means a takeover bid for some or all Shares under Chapter 6 of the Corporations Act.

Trading Day has the meaning giving in the ASX Listing Rules.

Voluntary Escrow Deed means a voluntary escrow deed entered into in connection with the Offer.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation.

In this deed, unless the context requires another meaning:

- (a) a reference to:

- (i) the singular includes the plural and vice versa;
 - (ii) a gender includes all genders;
 - (iii) a document (including this deed) is a reference to that document as amended, consolidated, supplemented, novated or replaced;
 - (iv) an agreement includes any undertaking, representation, deed, agreement or legally enforceable arrangement or understanding whether written or not;
 - (v) a party means a party to this deed;
 - (vi) an item, Recital, clause, provision, Schedule or Annexure is to an item, Recital, clause, provision, Schedule or Annexure of or to this deed;
 - (vii) a person (including a party) includes:
 - (A) an individual, company, other body corporate, association, partnership, firm, joint venture, trust or government agency; and
 - (B) the person's successors, permitted assigns, substitutes, executors and administrators;
 - (viii) a law includes any legislation, judgment, rule of common law or equity or rule of any applicable stock exchange, and is a reference to that law as amended, consolidated, supplemented or replaced and includes a reference to any regulation, by-law or other subordinate legislation;
 - (ix) time is to prevailing Sydney time; and
 - (x) the words "including" or "includes" means "including, but not limited to", or "includes, without limitation" respectively;
- (b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - (c) headings and the Recitals are for convenience only and do not affect interpretation of this deed;
 - (d) if a payment or other act must (but for this clause) be made or done on a day that is not a Business Day, then it must be made or done on the next Business Day;
 - (e) a warranty, representation, covenant or obligation given or entered into by more than one person binds them severally but not jointly;
 - (f) unless otherwise expressly provided in this deed, if a period must be calculated from, after or before a day or the day of an act or event, it must be calculated excluding that day;
 - (g) "writing" and "written" includes printing, typing and other modes of reproducing words in a visible form including any representation of words in a physical document or in an electronic communication or form or otherwise;

- (h) the word “law” includes common law, principles of equity and legislation, and a reference to legislation includes regulations and other instruments under it and any variation or replacement of any of them; and
- (i) the meaning of general words is not limited by specific examples introduced by “including”, “for example” or “such as” or similar expressions.

1.3 Compliance with ASX Listing Rules

For so long as the Company is listed on the official list of ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules this deed is deemed not to contain that provision to the extent of the inconsistency.

2 Escrow

2.1 Holder restrictions

Subject to clause 3, during the Escrow Period the Holder agrees that it will not:

- (a) Deal with;
- (b) Deal in any interest (including any economic interest) or right in respect of; or
- (c) do, or omit to do, any act if the act or omission would (or would be likely to) have the effect of resulting in a Dealing with, or in any interest (including any economic interest) or right in respect of,

any or all of the Escrow Shares.

2.2 Escrow restrictions and Holding Lock

The parties acknowledge and agree that:

- (a) **(registration)** as soon as practicable following the settlement of the Offer the Escrow Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;

- (b) **(Holding Lock)** the Company will apply a Holding Lock on the Escrow Shares as soon as practicable after registration of the Escrow Shares on the Issuer Sponsored Subregister and the Holder agrees to the application of the Holding Lock; and
- (c) **(release)** the Company will do all things necessary to ensure that the Holding Lock is released:
 - (i) to the extent necessary to permit Dealings of the Escrow Shares permitted by this deed; and
 - (ii) in full at the conclusion of the Escrow Period,

including notifying the ASX that the Escrow Shares will be released from the Holding Lock, in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

2.3 Notice to the Company

If the Holder becomes aware:

- (a) that any action, event or circumstance referred to in clause 2.1 has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to any action, event or circumstance referred to in clause 2.1 during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the action, event, circumstance or matter, as applicable, providing full details.

3 Exceptions to escrow restrictions

3.1 Dividends and voting rights

The parties agree that except as expressly provided in clause 2, the terms of this deed will have no effect on any rights of the Holder to receive dividend, a return of capital or other distribution attaching to the Escrow Shares or to exercise voting rights in respect of the Escrow Shares.

3.2 Takeovers, mergers and reorganisations

Clause 2.1 will cease to apply to the extent necessary to allow:

- (a) **(Takeover Bid)** the Holder to accept an offer made under a Takeover Bid for any of the Escrow Shares, provided that holders of not less than 50% of Shares that are not subject to a Voluntary Escrow Deed have accepted the Takeover Bid;
- (b) **(Bid acceptance facility)** the Holder to tender any of the Escrow Shares into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of Shares that are not subject to a Voluntary Escrow Deed have either accepted the Takeover Bid or tendered (and not withdrawn) their Shares into the bid acceptance facility; or
- (c) **(scheme)** the Escrow Shares to be transferred or cancelled as part of a merger or acquisition of share capital being implemented by way of a scheme of arrangement under Part 5.1 of the Corporations Act which

has received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts,

provided that, if for any reason any or all Escrow Shares are not transferred or cancelled in accordance with a Takeover Bid, (including because the Takeover Bid does not become unconditional) or scheme of arrangement described in clauses 3.2(a) or 3.2(c), then each Holder agrees that the restrictions applying to the Escrow Shares under this deed (including under clause 2.1) will continue to apply and without limiting the foregoing, the Holding Lock will be re-applied to all Escrow Shares not so transferred or cancelled.

3.3 Security interests

Notwithstanding any provision to the contrary in this deed, during the Escrow Period, the Holder may grant a Security Interest over any (or all) of the Escrow Shares to a bona fide third party financial institution (**Financial Institution**) as security for a loan, hedge or other financial accommodation provided that:

- (a) the Security Interest does not in any way constitute a direct or indirect disposal of the economic interests, or decrease an economic interest that the Holder has in any of the Escrow Shares; and
- (b) no Escrow Shares are to be transferred or delivered to the Financial Institution or any other person in connection with the Security Interest. Any agreement with a Financial Institution must provide that the Escrow Shares are to remain in escrow and subject to the terms of this deed as if the Financial Institution were a party to this deed.

3.4 Early release

Notwithstanding any provision to the contrary in this deed, during the Escrow Period, the Holder may Deal with the number of Escrow Shares indicated below if the Dealing constitutes a Dealing involving:

- (a) the disposal (in one or more transactions) of up to 50% of the Escrow Shares at any time after both of the following conditions have been satisfied:
 - (i) the half yearly financial results of the Company for the period ending 31 December 2014 have been released to ASX; and
 - (ii) the Company VWAP calculated over a period of 10 consecutive Trading Days following the satisfaction of the condition in paragraph (i) above is at least 20% higher than the Final Price; or
- (b) the disposal (in one or more transactions) of up to 100% of all remaining Escrow Shares at any time after both of the following conditions have been satisfied:
 - (i) the annual financial results of the Company for the period ending 30 June 2015 have been released to ASX; and
 - (ii) the Company VWAP calculated over a period of 10 consecutive Trading Days following the satisfaction of the condition in paragraph (i) above is at least 20% higher than the Final Price.

3.5 Other exceptions

Clause 2.1 will cease to apply to the extent necessary to allow a Dealing in Escrow Shares pursuant to an order of a court of competent jurisdiction

compelling any Escrow Shares to be disposed of or a Security Interest granted over them.

4 Termination

- (a) This deed terminates with immediate effect and without the action of any party upon the end of the Escrow Period, provided that this deed will terminate with immediate effect and without the action of any party if Completion of the Offer has not occurred by 31 January 2015.
- (b) The Company will procure that the Share Registry releases the Holding Lock in respect of the Escrow Shares, if still in effect, as soon as possible following termination of this deed.

5 Warranties and acknowledgement

5.1 Giving of warranties

Each of the warranties and representations in this clause 5 is given by the Holder in favour of the Company, as at:

- (a) the date of this deed, unless a later date is specified in clause 5.2; and
- (b) from the applicable date under clause 5.1(a), at all times until expiry of the Escrow Period.

The warranties and representations in this clause 5 are given in respect of any and all Escrow Shares from time to time during the period from the date of the deed until the end of the Escrow Period.

5.2 Holder warranties and representations

The Holder warrants and represents the following:

- (a) prior to the Escrow Period it has not done (and will not do), or omitted to do (or will not omit to do), any act which would result in a Dealing in Escrowed Shares during the Escrow Period;
- (b) no person (other than the Holder) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (c) from the date of Completion of the Offer, the Escrow Shares will be free from all Security Interests and other third party interests or rights other than as permitted under clause 3.3;
- (d) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed;
- (e) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (f) this deed constitutes a legal, valid and binding obligation on it and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;

- (g) as at Completion, the Holder will hold the Escrow Shares and those Escrow Shares will, immediately following Completion of the Offer, be all the Shares, substantial economic interests or other interests that the Holder directly or indirectly has in the Company; and
- (h) the execution, delivery and performance by the Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents; or
 - (iii) any agreement, undertaking, Security Interest or document which is binding on the Holder.

5.3 Survival of warranties and representations

The warranties and representations in this clause 5 survive the termination of this deed.

6 Consequences of breaching this deed

- (a) If the Holder breaches this deed or the Company believes that a prospective breach of this deed may occur, each of the following applies:
 - (i) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach or prospective breach; and
 - (ii) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer of or other Dealing in any of the Escrow Shares.
- (b) The parties agree that damages would be an insufficient remedy for a breach or prospective breach of this deed by the Holder and the Holder agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce a Holder's obligations under this deed, without proof of actual damage and without prejudice to any of the Company's other rights or remedies.

7 Notices and other communications

7.1 Form - all communications

Unless expressly stated otherwise in this deed, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed must be:

- (a) in writing;
- (b) in English or accompanied by a certified translation into English;
- (c) signed by the sender (if an individual) or a person duly authorised by the sender; and

- (d) marked for the attention of the person identified or referred to in the Details or Schedule or, if the recipient has notified otherwise, then marked for attention in the way last notified.

7.2 Form - communications sent by email

Communications sent by email need not be marked for attention in the way stated in clause 7.1. However, the email:

- (a) must state the first and last name of the sender; and
- (b) must be in plain text format or, if attached to an email, must be an Adobe Portable Document Format (pdf) file.

Communications sent by email are taken to be signed by the named sender.

7.3 Delivery

Communications must be:

- (a) left at the address set out or referred to in the Details; or
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Details; or
- (c) sent by email to the address set out or referred to in the Details; or
- (d) given in any other way permitted by law.

However, if the intended recipient has notified a changed address or email address, then communications must be to that address or email address.

7.4 When effective

Communications take effect from the time they are received or taken to be received under clause 7.5 (whichever happens first) unless a later time is specified.

7.5 When taken to be received

Communications are taken to be received:

- (a) if sent by post, three days after posting (or seven days after posting if sent from one country to another); or
- (b) if sent by email;
 - (i) when the sender receives an automated message confirming delivery; or
 - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

7.6 Receipt outside business hours

Despite clauses 7.4 and 7.5, if communications are received or taken to be received under clause 7.5 after 5.00pm in the place of receipt or on a non-

Business Day, they are taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

8 General provisions

8.1 Invalid or unenforceable provisions

If a provision of this deed is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) it does not affect the validity or enforceability of:
 - (i) that provision in another jurisdiction; or
 - (ii) the remaining provisions.

8.2 Waiver and exercise of rights

- (a) A waiver by a party of a provision or a right under this deed is binding on the party granting the waiver only if it is given in writing and is signed by the party or an officer of the party granting the waiver.
- (b) A waiver is effective only in the specific instance and for the specific purpose for which it is given.
- (c) A single or partial exercise of a right by a party does not preclude another or further exercise or attempted exercise of that right or the exercise of another right.
- (d) Failure by a party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

8.3 Amendment

This deed may be amended only by a document signed by all parties.

8.4 Further assurances

The Holder undertakes to do all things necessary or desirable to effect the transactions contemplated by this deed as expeditiously as possible, including executing, delivering or completing any form, document or instrument necessary or desirable to give effect to any of the transactions contemplated by this deed.

8.5 PPSA further steps

If the Company determines that this deed results in the creation of a PPSA Security Interest, the Holder agrees to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Company reasonably asks and considers necessary for the purposes of:

- (a) ensuring that the PPSA Security Interest is enforceable, perfected and otherwise effective;
- (b) enabling the Company to apply for any registration, or give any notification, in connection with the PPSA Security Interest so that the PPSA Security Interest has the priority required by the Company; and

- (c) enabling the Company to exercise rights in connection with the PPSA Security Interest.

8.6 Non-merger

The warranties, other representations and undertakings by the parties in this deed are continuing and will not merge or be extinguished on Completion of the Offer.

8.7 Assignment

The Holder must not transfer, assign, create an interest in, or deal in any other way with, any of its rights or obligations under this deed without the prior written consent of the other parties.

8.8 Entire agreement

This deed and the documents referred to in this deed are the entire agreement of the parties about the subject matter of this deed and supersede any representations, negotiations, arrangements, understandings or agreements and all other communications.

8.9 Remedies

The rights, remedies and powers of the parties under this deed are cumulative and not exclusive of any rights, remedies or powers provided to the parties by law.

8.10 Inconsistent agreements

If a provision of this deed is inconsistent with a provision of any other agreement, document, representation, negotiation, arrangement or understanding between the Holder and any other person, the provision of this deed prevails.

8.11 Successors and assigns

This deed is binding on, and has effect for the benefit of, the parties and their respective successors and permitted assigns.

8.12 Approvals and consents

Except where this deed expressly states otherwise, a party or other person referred to in this deed (including the Board) may, in its absolute discretion, give conditionally or unconditionally or withhold any approval, consent, resolution or determination under this deed.

8.13 Counterparts

This deed may be signed in counterparts and all counterparts taken together constitute one document.

8.14 Governing law

This deed is governed by the laws of New South Wales.

8.15 Jurisdiction

Each party irrevocably and unconditionally:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales; and
- (b) waives any claim or objection based on absence of jurisdiction or inconvenient forum.

EXECUTED as a deed

Escrow Deed

Signing page

DATED: _____ 2014

SIGNED, SEALED AND DELIVERED)
by **MCF 4 LIMITED** in the presence of:)

.....)
Signature of witness)

.....)
Name of witness (block letters))

.....)
Signature of director)

.....)
Name of director (block letters))

EXECUTED by **ESTIA HEALTH**)
LIMITED in accordance with section)
127(1) of the Corporations Act 2001)
(Cth) by authority of its directors:)

.....)
Signature of director)

.....)
Name of director (block letters))

.....)
Signature of director/company)
secretary*)
*delete whichever is not applicable)

.....)
Name of director/company secretary*)
(block letters))
*delete whichever is not applicable)

Escrow Deed

Dated 2014

Estia Health Limited (ACN 160 986 201) (“**Company**”)
The “**Holder**” whose details are set out in Schedule 1
The “**Controller**” whose details are set out in Schedule 1 (if any)

King & Wood Mallesons

Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Australia
T +61 2 9296 2000
F +61 2 9296 3999
DX 113 Sydney
www.kwm.com

Escrow Deed

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Escrow Deed

Details

Parties	Company, Holder and Controller (if any)	
Company	Name	Estia Health Limited
	ACN	160 986 201
	Address	Level 1 538 Riversdale Road Camberwell VIC 3124
	Telephone	+61 3 9811 9777
	Email	nick@estiahealth.com.au
	Attention	Company Secretary
	Holder	The Holder whose name and address are set out in Schedule 1.
Controller	The Controller whose name and address are set out in Schedule 1 (if any).	
Recitals	A	The Holder is a shareholder of the Company pursuant to the Management Equity Plan and the Controller (if any) is the ultimate beneficial owner of all of the Shares held by the Holder.
	B	The Holder undertakes to the Company to hold the Escrow Shares pursuant and subject to the terms of this deed.
	C	The Controller (if any) undertakes to the Company to hold the Controller Interests pursuant and subject to the terms of this deed.
Governing law	New South Wales	
Date of deed	See signing page	

Escrow Deed

General terms

1 Definitions and interpretation

1.1 Definitions

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ABN 98 008 624 691) or the financial market conducted by ASX Limited, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement means ASX Settlement Pty Limited (ABN 49 008 504 532).

ASX Settlement Operating Rules means the operating rules of ASX Settlement.

Board means the board of directors of the Company.

Business Day means a business day as defined in the ASX Listing Rules.

Claim means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding or judgment of any kind however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

Completion of the Offer means the completion of the issue and transfer of Shares pursuant to the Offer.

Control means, in respect of a person, the capacity to determine the outcome of decisions in relation to the financial and operating policies of that person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise (and, without limiting the previous words, a person is deemed to Control another person if it holds, directly or indirectly, together with other persons it Controls, the beneficial interest in more than 50% of the total voting rights in the other person) and **Controlled** and **Controlling** have corresponding meanings.

Controller Interests means all Securities and legal, beneficial, economic or other interests in the Escrow Shares and each intermediate entity through which that interest occurs.

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

Deal means:

- (a) sell, assign, transfer or otherwise dispose (including to 'dispose' as defined in the ASX Listing Rules) of;
- (b) offer to sell, assign, transfer or otherwise dispose (including to 'dispose' as defined in the ASX Listing Rules) of;

- (c) enter into any option which, if exercised, enables or requires the holder to sell, assign, transfer or otherwise dispose of;
- (d) create or agree to offer to create or permit to be created any Security Interest in; or
- (e) agree (or agree to offer) to do any of these things,

and **Dealing** has a corresponding meaning.

Escrow Period means the period commencing on the date on which Completion of the Offer occurs and ending on the first trading day in Shares on the ASX following the public announcement by the Company of its financial results with respect to the half year ending 31 December 2015.

Escrow Shares means all of the Escrow Shares listed in Item 3 of Schedule 1.

Group means the Company and all of its Subsidiaries from time to time and **Group Company** means any one of them.

Holding Lock has the meaning given in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given in section 2 of the ASX Settlement Operating Rules.

Loan means any borrowing used solely to fund the subscription of Escrow Shares pursuant to any loan agreement entered into by the Holder, Controller (if any) and Group Company, offered under the Management Equity Plan.

Management Equity Plan means the management equity plan established by the Estia Health Management Equity Plan Rules adopted on 31 March 2014 by the Company, as amended from time to time.

Offer means the initial public offering of Shares under the Prospectus and the admission or quotation of those Shares to the quotation system of ASX.

PPSA means the *Personal Property Securities Act 2009* (Cth).

PPSA Security Interest means a "security interest" within the meaning of the PPSA.

Security Interest means an interest or power:

- (a) reserved in or over an interest in any securities including, any retention of title; or
- (b) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien pledge, trust or power,

by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation, but is not limited to:

- (c) any agreement to grant or create any of the above; and
- (d) a PPSA Security Interest.

Share means a fully paid ordinary share in the capital of the Company.

Share Registry means the share registry engaged by the Company to administer and manage its register of members.

Subsidiary has the meaning given in the Corporations Act.

Takeover Bid means a takeover bid for some or all Shares under Chapter 6 of the Corporations Act.

Voluntary Escrow Deed means a voluntary escrow deed entered into in connection with the Offer.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation.

In this deed, unless the context requires another meaning:

- (a) a reference to:
 - (i) the singular includes the plural and vice versa;
 - (ii) a gender includes all genders;
 - (iii) a document (including this deed) is a reference to that document as amended, consolidated, supplemented, novated or replaced;
 - (iv) an agreement includes any undertaking, representation, deed, agreement or legally enforceable arrangement or understanding whether written or not;
 - (v) a party means a party to this deed;
 - (vi) an item, Recital, clause, provision, Schedule or Annexure is to an item, Recital, clause, provision, Schedule or Annexure of or to this deed;
 - (vii) a person (including a party) includes:
 - (A) an individual, company, other body corporate, association, partnership, firm, joint venture, trust or government agency; and
 - (B) the person's successors, permitted assigns, substitutes, executors and administrators;
 - (viii) a law includes any legislation, judgment, rule of common law or equity or rule of any applicable stock exchange, and is a reference to that law as amended, consolidated, supplemented or replaced and includes a reference to any regulation, by-law or other subordinate legislation;
 - (ix) time is to prevailing Sydney time; and
 - (x) the words "including" or "includes" means "including, but not limited to", or "includes, without limitation" respectively;
- (b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) headings and the Recitals are for convenience only and do not affect interpretation of this deed;

- (d) if a payment or other act must (but for this clause) be made or done on a day that is not a Business Day, then it must be made or done on the next Business Day;
- (e) a warranty, representation, covenant or obligation given or entered into by more than one person binds them severally but not jointly;
- (f) unless otherwise expressly provided in this deed, if a period must be calculated from, after or before a day or the day of an act or event, it must be calculated excluding that day;
- (g) "writing" and "written" includes printing, typing and other modes of reproducing words in a visible form including any representation of words in a physical document or in an electronic communication or form or otherwise;
- (h) the word "law" includes common law, principles of equity and legislation, and a reference to legislation includes regulations and other instruments under it and any variation or replacement of any of them; and
- (i) the meaning of general words is not limited by specific examples introduced by "including", "for example" or "such as" or similar expressions.

1.3 Compliance with ASX Listing Rules

For so long as the Company is listed on the official list of ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules this deed is deemed not to contain that provision to the extent of the inconsistency.

2 Escrow

2.1 Holder restrictions

Subject to clause 3, during the Escrow Period the Holder agrees that it will not:

- (a) Deal with;

- (b) Deal in any interest (including any economic interest) or right in respect of; or
- (c) do, or omit to do, any act if the act or omission would (or would be likely to) have the effect of resulting in a Dealing with, or in any interest (including any economic interest) or right in respect of,

any or all of the Escrow Shares.

2.2 Controller restrictions

Subject to clause 3, during the Escrow Period the Controller (if any) agrees that he or she will not:

- (a) Deal with;
- (b) Deal in any interest or right in respect of; or
- (c) do, or omit to do, any act if the act or omission would (or would be likely to) have the effect of resulting in a Dealing with, or in any interest or right in respect of,

any or all of the Controller Interests or do anything else which effectively circumvents the substantive terms of the escrow contemplated by this deed.

2.3 Escrow restrictions and Holding Lock

The parties acknowledge and agree that:

- (a) **(registration)** as soon as practicable following the settlement of the Offer the Escrow Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) **(Holding Lock)** the Company will apply a Holding Lock on the Escrow Shares as soon as practicable after registration of the Escrow Shares on the Issuer Sponsored Subregister and the Holder agrees to the application of the Holding Lock; and
- (c) **(release)** the Company will do all things necessary to ensure that the Holding Lock is released:
 - (i) to the extent necessary to permit Dealings of the Escrow Shares permitted by this deed; and
 - (ii) in full at the conclusion of the Escrow Period,

including notifying the ASX that the Escrow Shares will be released from the Holding Lock, in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

2.4 Notice to the Company

If the Holder or the Controller (if any) becomes aware:

- (a) that any action, event or circumstance referred to in clauses 2.1 or 2.2 has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to any action, event or circumstance referred to in clauses 2.1 or 2.2 during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the action, event, circumstance or matter, as applicable, providing full details.

3 Exceptions to escrow restrictions

3.1 Dividends and voting rights

The parties agree that except as expressly provided in clause 2, the terms of this deed will have no effect on any rights of the Holder to receive dividends attaching to the Escrow Shares or to exercise voting rights in respect of the Escrow Shares.

3.2 Takeovers, mergers and reorganisations

Clause 2.1 will cease to apply to the extent necessary to allow:

- (a) **(Takeover Bid)** the Holder to accept an offer made under a Takeover Bid for any of the Escrow Shares, provided that holders of not less than 50% of Shares that are not subject to a Voluntary Escrow Deed have accepted the Takeover Bid;
- (b) **(Bid acceptance facility)** the Holder to tender any of the Escrow Shares into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of Shares that are not subject to a Voluntary Escrow Deed have either accepted the Takeover Bid or tendered (and not withdrawn) their Shares into the bid acceptance facility; or
- (c) **(scheme)** the Escrow Shares to be transferred or cancelled as part of a merger or an acquisition of share capital being implemented by way of a scheme of arrangement under Part 5.1 of the Corporations Act which has received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts,

provided that, if for any reason any or all Escrow Shares are not transferred or cancelled in accordance with a Takeover Bid (including because the Takeover Bid does not become unconditional) or scheme of arrangement described in clauses 3.2(a) or 3.2(c), then the Holder agrees that the restrictions applying to the Escrow Shares under this deed (including under clauses 2.1 and 2.2) will continue to apply and without limiting the foregoing, the Holding Lock will be re-applied to all Escrow Shares not so transferred or cancelled.

3.3 Controller reorganisations

Clauses 2.1 and 2.2 will cease to apply to the extent necessary to allow a Dealing in Escrow Shares or Controller Interests to enable the Controller (if any) to undertake a reorganisation of its affairs, subject to:

- (a) the prior consent of the Company in writing;
- (b) Controller retaining ultimate control of (and full economic exposure to) the Escrow Shares; and
- (c) any new holder of the Escrow Shares or Controller Interests agreeing to be bound by a deed in substantially the same terms as this deed.

3.4 Security interests

Notwithstanding any provision to the contrary in this deed, during the Escrow Period, any or all of the Escrow Shares may be subject to a Security Interest in favour of any member of the Group to secure any Loan.

3.5 Other exceptions

Clauses 2.1 and 2.2 will cease to apply to the extent necessary to allow a Dealing in Escrow Shares or Controller Interests:

- (a) **(court order)** pursuant to an order of a court of competent jurisdiction compelling any Escrow Shares or Controller Interests to be disposed of or a Security Interest granted over them; or
- (b) **(death or incapacity)** death or incapacity of the Controller (if any), provided that the transferee of the Escrow Shares or Controller Interests has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Escrow Shares or Controller Interests.

4 Termination

- (a) This deed terminates with immediate effect and without the action of any party upon the end of the Escrow Period, provided that this deed will terminate with immediate effect and without the action of any party if Completion of the Offer has not occurred by 31 January 2015.
- (b) The Company will procure that the Share Registry releases the Holding Lock in respect of the Escrow Shares, if still in effect, as soon as possible following termination of this deed.

5 Warranties and acknowledgement

5.1 Giving of warranties

Each of the warranties and representations in this clause 5 is given by the Holder or the Controller (if any), as applicable, in favour of the Company:

- (a) as at the date of this deed, unless a later date is specified in clause 5.2; and
- (b) from the applicable date under clause 5.1(a), at all times until expiry of the Escrow Period.

The warranties and representations in this clause 5 are given in respect of any and all Escrow Shares from time to time during the Escrow Period.

5.2 Holder warranties and representations

Each of the Holder and the Controller (if any) jointly and severally warrant and represent the following:

- (a) prior to the Escrow Period it has not done (and will not do), or omitted to do (or will not omit to do), any act which would result in a Dealing in Escrow Shares (or any other breach of clauses 2.1 or 2.2) which will take effect during the Escrow Period;

- (b) the Holder holds the Escrow Shares set out in item 3 of the Schedule on behalf of the Controller (if any) and the Controller (if any) holds the Controller Interests
- (c) the Escrow Shares, as set out in item 3 of the Schedule, are all the securities, substantial economic interests or other interests that the Holder directly or indirectly has in the Company on behalf of the Controller (if any);
- (d) from the date of Completion of the Offer, the Escrow Shares and the Controller Interests are free from all Security Interests and other third party interests or rights except as otherwise provided for in clause 3.4;
- (e) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder or the Controller (if any) has entered into this deed as a trustee (“**Trustee**”), under the trust deed for the relevant trust (“**Trust**”));
- (f) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (g) this deed constitutes a legal, valid and binding obligation on it and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (h) no person (other than the Controller) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (i) the execution, delivery and performance by each Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents, if any, (or, if the Holder or the Controller (if any) is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, Security Interest or document which is binding on the Holder ;and
- (j) if the Holder or the Controller (if any) is a Trustee:
 - (i) the Trustee is the sole 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;
 - (ii) the Trustee 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 deed 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 Trustee has not released or disposed of its equitable lien over those Trust assets; and
 - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

5.3 Survival of warranties and representations

The warranties and representations in this clause 5 survive the termination of this deed.

6 Consequences of breaching this deed

- (a) If the Holder or the Controller (if any) breaches this deed or the Company believes that a prospective breach of this deed may occur, each of the following applies:
 - (i) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach or prospective breach; and
 - (ii) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer of or other Dealing in any of the Holder's Escrow Shares.
- (b) The parties agree that damages would be an insufficient remedy for a breach or prospective breach of this deed by the Holder or the Controller (if any) and each of the Holder and Controller (if any) agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's or Controller's (as applicable) obligations under this deed, without proof of actual damage and without prejudice to any of the Company's other rights or remedies.

7 Notices and other communications

7.1 Form - all communications

Unless expressly stated otherwise in this deed, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed must be:

- (a) in writing;
- (b) in English or accompanied by a certified translation into English;
- (c) signed by the sender (if an individual) or a person duly authorised by the sender; and
- (d) marked for the attention of the person identified or referred to in the Details or Schedule or, if the recipient has notified otherwise, then marked for attention in the way last notified.

7.2 Form - communications sent by email

Communications sent by email need not be marked for attention in the way stated in clause 7.1. However, the email:

- (a) must state the first and last name of the sender; and
- (b) must be in plain text format or, if attached to an email, must be an Adobe Portable Document Format (pdf) file.

Communications sent by email are taken to be signed by the named sender.

7.3 Delivery

Communications must be:

- (a) left at the address set out or referred to in the Details or Schedule 1; or
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Details or Schedule 1; or
- (c) sent by email to the address set out or referred to in the Details or Schedule 1; or
- (d) given in any other way permitted by law.

However, if the intended recipient has notified a changed address or email address, then communications must be to that address or email address.

7.4 When effective

Communications take effect from the time they are received or taken to be received under clause 7.5 (whichever happens first) unless a later time is specified.

7.5 When taken to be received

Communications are taken to be received:

- (a) if sent by post, three days after posting (or seven days after posting if sent from one country to another); or
- (b) if sent by email;
 - (i) when the sender receives an automated message confirming delivery; or
 - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

7.6 Receipt outside business hours

Despite clauses 7.4 and 7.5, if communications are received or taken to be received under clause 7.5 after 5.00pm in the place of receipt or on a non-Business Day, they are taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

8 General provisions

8.1 Invalid or unenforceable provisions

If a provision of this deed is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) it does not affect the validity or enforceability of:

- (i) that provision in another jurisdiction; or
- (ii) the remaining provisions.

8.2 Waiver and exercise of rights

- (a) A waiver by a party of a provision or a right under this deed is binding on the party granting the waiver only if it is given in writing and is signed by the party or an officer of the party granting the waiver.
- (b) A waiver is effective only in the specific instance and for the specific purpose for which it is given.
- (c) A single or partial exercise of a right by a party does not preclude another or further exercise or attempted exercise of that right or the exercise of another right.
- (d) Failure by a party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

8.3 Amendment

This deed may be amended only by a document signed by all parties.

8.4 Further assurances

The Holder and the Controller (if any) each undertake to, and to procure that all persons under their respective Control, do all things necessary or desirable to effect the transactions contemplated by this deed as expeditiously as possible, including executing, delivering or completing any form, document or instrument necessary or desirable to give effect to any of the transactions contemplated by this deed.

8.5 PPSA further steps

If the Company determines that this deed results in the creation of a PPSA Security Interest, the Holder and the Controller (if any) each agree to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Company reasonably asks and considers necessary for the purposes of:

- (a) ensuring that the PPSA Security Interest is enforceable, perfected and otherwise effective;
- (b) enabling the Company to apply for any registration, or give any notification, in connection with the PPSA Security Interest so that the PPSA Security Interest has the priority required by the Company; and
- (c) enabling the Company to exercise rights in connection with the PPSA Security Interest.

8.6 Non-merger

The warranties, other representations and undertakings by the parties in this deed are continuing and will not merge or be extinguished on Completion of the Offer.

8.7 Assignment

The Holder and the Controller (if any) must not transfer, assign, create an interest in, or deal in any other way with, any of its rights or obligations under this deed without the prior written consent of the Company.

8.8 Entire agreement

This deed and the documents referred to in this deed are the entire agreement of the parties about the subject matter of this deed and supersede any representations, negotiations, arrangements, understandings or agreements and all other communications.

8.9 Remedies

The rights, remedies and powers of the parties under this deed are cumulative and not exclusive of any rights, remedies or powers provided to the parties by law.

8.10 Inconsistent agreements

If a provision of this deed is inconsistent with a provision of any other agreement, document, representation, negotiation, arrangement or understanding between the Holder or the Controller (if any) and any other person, the provision of this deed prevails.

8.11 Successors and assigns

This deed is binding on, and has effect for the benefit of, the parties and their respective successors and permitted assigns and, in the case of the Holder and the Controller (if any), his or her personal representatives and any trustee, receiver or other person lawfully acting on his or her behalf.

8.12 Approvals and consents

Except where this deed expressly states otherwise, a party or other person referred to in this deed (including the Board) may, in its absolute discretion, give conditionally or unconditionally or withhold any approval, consent, resolution or determination under this deed.

8.13 Counterparts

This deed may be signed in counterparts and all counterparts taken together constitute one document.

8.14 Governing law

This deed is governed by the laws of New South Wales.

8.15 Jurisdiction

Each party irrevocably and unconditionally:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales; and
- (b) waives any claim or objection based on absence of jurisdiction or inconvenient forum.

9 Capacity

If the Holder or the Controller (if any) has entered into this deed as a Trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 9 but subject to paragraph 9(c), the Holder or the Controller (as applicable) enters into this deed only in its capacity as Trustee of the relevant Trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or the Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant Trust for which the Holder or Controller (as applicable) is actually indemnified for the liability. The Holder or the Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to paragraph 9(c), a party to this deed may not sue the Holder or the Controller (as applicable) in any capacity other than as Trustee in respect of the relevant Trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to the property of the relevant Trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 9 will not apply to any obligation or liability of the Holder or the Controller (as applicable) to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent, or elimination of, the Holder's or Controller's (as applicable) right of indemnification out of the assets of the relevant Trust, or the right does not exist at all, as a result of the Holder's or the Controller's (as applicable) fraud, negligence, improper performance of duties or breach of trust.

EXECUTED as a deed

Escrow Deed

Schedule 1 - Details

Item 1. Holder

Name: [.]

Address: [.]

Email: [.]

Attention: [.]

Item 2. Controller (if any)

Name: [.]

Address: [.]

Email: [.]

Attention: [.]

Item 3. Escrow Shares

All Shares held immediately following Completion of the Offer

Escrow Deed

Signing page

DATED: _____ 2014

EXECUTED by ESTIA HEALTH LIMITED in accordance with section 127(1) of the Corporations Act 2001 (Cth) by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

SIGNED, SEALED AND DELIVERED by [.] in the presence of:

.....
Signature of witness

.....
Name of witness (block letters)

.....
Signature of [.]

SIGNED, SEALED AND DELIVERED by [.] in the presence of:

.....
Signature of witness

.....
Name of witness (block letters)

.....
Signature of [.]

Escrow Deed

Dated 2014

Estia Health Limited (ACN 160 986 201) (“**Company**”)
The “**Holder**” whose details are set out in Schedule 1
The “**Controller**” whose details are set out in Schedule 1 (if any)

King & Wood Mallesons

Level 61
Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Australia
T +61 2 9296 2000
F +61 2 9296 3999
DX 113 Sydney
www.kwm.com

Escrow Deed

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Escrow Deed

Details

Parties	Company, Holder and Controller (if any)	
Company	Name	Estia Health Limited
	ACN	160 986 201
	Address	Level 1 538 Riversdale Road Camberwell VIC 3124
	Telephone	+61 3 9811 9777
	Email	nick@estiahealth.com.au
	Attention	Company Secretary
	Holder	The Holder whose name and address are set out in Schedule 1.
Controller	The Controller whose name and address are set out in Schedule 1 (if any).	
Recitals	A	The Holder is a shareholder of the Company pursuant to the Management Equity Plan and the Controller (if any) is the ultimate beneficial owner of all of the Shares held by the Holder.
	B	The Holder undertakes to the Company to hold the Escrow Shares pursuant and subject to the terms of this deed.
	C	The Controller (if any) undertakes to the Company to hold the Controller Interests pursuant and subject to the terms of this deed.
Governing law	New South Wales	
Date of deed	See signing page	

Escrow Deed

General terms

1 Definitions and interpretation

1.1 Definitions

ASIC means the Australian Securities and Investments Commission.

ASX means ASX Limited (ABN 98 008 624 691) or the financial market conducted by ASX Limited, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement means ASX Settlement Pty Limited (ABN 49 008 504 532).

ASX Settlement Operating Rules means the operating rules of ASX Settlement.

Board means the board of directors of the Company.

Business Day means a business day as defined in the ASX Listing Rules.

Claim means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding or judgment of any kind however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

Completion of the Offer means the completion of the issue and transfer of Shares pursuant to the Offer.

Control means, in respect of a person, the capacity to determine the outcome of decisions in relation to the financial and operating policies of that person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise (and, without limiting the previous words, a person is deemed to Control another person if it holds, directly or indirectly, together with other persons it Controls, the beneficial interest in more than 50% of the total voting rights in the other person) and **Controlled** and **Controlling** have corresponding meanings.

Controller Interests means all Securities and legal, beneficial, economic or other interests in the Escrow Shares and each intermediate entity through which that interest occurs.

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

Deal means:

- (a) sell, assign, transfer or otherwise dispose (including to 'dispose' as defined in the ASX Listing Rules) of;
- (b) offer to sell, assign, transfer or otherwise dispose (including to 'dispose' as defined in the ASX Listing Rules) of;

- (c) enter into any option which, if exercised, enables or requires the holder to sell, assign, transfer or otherwise dispose of;
- (d) create or agree to offer to create or permit to be created any Security Interest in; or
- (e) agree (or agree to offer) to do any of these things,

and **Dealing** has a corresponding meaning.

Escrow Period means the period commencing on the date on which Completion of the Offer occurs and ending on the date which is 3 years following Completion of the Offer.

Escrow Shares means all of the Escrow Shares listed in Item 3 of Schedule 1.

Group means the Company and all of its Subsidiaries from time to time and **Group Company** means any one of them.

Holding Lock has the meaning given in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given in section 2 of the ASX Settlement Operating Rules.

Loan means any borrowing used solely to fund the subscription of Escrow Shares pursuant to any loan agreement entered into by the Holder, Controller (if any) and Group Company, offered under the Management Equity Plan.

Management Equity Plan means the management equity plan established by the Estia Health Management Equity Plan Rules adopted on 31 March 2014 by the Company, as amended from time to time.

Offer means the initial public offering of Shares under the Prospectus and the admission or quotation of those Shares to the quotation system of ASX.

PPSA means the *Personal Property Securities Act 2009* (Cth).

PPSA Security Interest means a "security interest" within the meaning of the PPSA.

Security Interest means an interest or power:

- (a) reserved in or over an interest in any securities including, any retention of title; or
- (b) created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien pledge, trust or power,

by way of, or having similar commercial effect to, security for the payment of a debt, any other monetary obligation or the performance of any other obligation, but is not limited to:

- (c) any agreement to grant or create any of the above; and
- (d) a PPSA Security Interest.

Share means a fully paid ordinary share in the capital of the Company.

Share Registry means the share registry engaged by the Company to administer and manage its register of members.

Subsidiary has the meaning given in the Corporations Act.

Takeover Bid means a takeover bid for some or all Shares under Chapter 6 of the Corporations Act.

Voluntary Escrow Deed means a voluntary escrow deed entered into in connection with the Offer.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation.

In this deed, unless the context requires another meaning:

- (a) a reference to:
 - (i) the singular includes the plural and vice versa;
 - (ii) a gender includes all genders;
 - (iii) a document (including this deed) is a reference to that document as amended, consolidated, supplemented, novated or replaced;
 - (iv) an agreement includes any undertaking, representation, deed, agreement or legally enforceable arrangement or understanding whether written or not;
 - (v) a party means a party to this deed;
 - (vi) an item, Recital, clause, provision, Schedule or Annexure is to an item, Recital, clause, provision, Schedule or Annexure of or to this deed;
 - (vii) a person (including a party) includes:
 - (A) an individual, company, other body corporate, association, partnership, firm, joint venture, trust or government agency; and
 - (B) the person's successors, permitted assigns, substitutes, executors and administrators;
 - (viii) a law includes any legislation, judgment, rule of common law or equity or rule of any applicable stock exchange, and is a reference to that law as amended, consolidated, supplemented or replaced and includes a reference to any regulation, by-law or other subordinate legislation;
 - (ix) time is to prevailing Sydney time; and
 - (x) the words "including" or "includes" means "including, but not limited to", or "includes, without limitation" respectively;
- (b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) headings and the Recitals are for convenience only and do not affect interpretation of this deed;

- (d) if a payment or other act must (but for this clause) be made or done on a day that is not a Business Day, then it must be made or done on the next Business Day;
- (e) a warranty, representation, covenant or obligation given or entered into by more than one person binds them severally but not jointly;
- (f) unless otherwise expressly provided in this deed, if a period must be calculated from, after or before a day or the day of an act or event, it must be calculated excluding that day;
- (g) "writing" and "written" includes printing, typing and other modes of reproducing words in a visible form including any representation of words in a physical document or in an electronic communication or form or otherwise;
- (h) the word "law" includes common law, principles of equity and legislation, and a reference to legislation includes regulations and other instruments under it and any variation or replacement of any of them; and
- (i) the meaning of general words is not limited by specific examples introduced by "including", "for example" or "such as" or similar expressions.

1.3 Compliance with ASX Listing Rules

For so long as the Company is listed on the official list of ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules this deed is deemed not to contain that provision to the extent of the inconsistency.

2 Escrow

2.1 Holder restrictions

Subject to clause 3, during the Escrow Period the Holder agrees that it will not:

- (a) Deal with;

- (b) Deal in any interest (including any economic interest) or right in respect of; or
- (c) do, or omit to do, any act if the act or omission would (or would be likely to) have the effect of resulting in a Dealing with, or in any interest (including any economic interest) or right in respect of,

any or all of the Escrow Shares.

2.2 Controller restrictions

Subject to clause 3, during the Escrow Period the Controller (if any) agrees that he or she will not:

- (a) Deal with;
- (b) Deal in any interest or right in respect of; or
- (c) do, or omit to do, any act if the act or omission would (or would be likely to) have the effect of resulting in a Dealing with, or in any interest or right in respect of,

any or all of the Controller Interests or do anything else which effectively circumvents the substantive terms of the escrow contemplated by this deed.

2.3 Escrow restrictions and Holding Lock

The parties acknowledge and agree that:

- (a) **(registration)** as soon as practicable following the settlement of the Offer the Escrow Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) **(Holding Lock)** the Company will apply a Holding Lock on the Escrow Shares as soon as practicable after registration of the Escrow Shares on the Issuer Sponsored Subregister and the Holder agrees to the application of the Holding Lock; and
- (c) **(release)** the Company will do all things necessary to ensure that the Holding Lock is released:
 - (i) to the extent necessary to permit Dealings of the Escrow Shares permitted by this deed; and
 - (ii) in full at the conclusion of the Escrow Period.

including notifying the ASX that the Escrow Shares will be released from the Holding Lock, in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

2.4 Notice to the Company

If the Holder or the Controller (if any) becomes aware:

- (a) that any action, event or circumstance referred to in clauses 2.1 or 2.2 has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to any action, event or circumstance referred to in clauses 2.1 or 2.2 during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the action, event, circumstance or matter, as applicable, providing full details.

3 Exceptions to escrow restrictions

3.1 Dividends and voting rights

The parties agree that except as expressly provided in clause 2, the terms of this deed will have no effect on any rights of the Holder to receive dividends attaching to the Escrow Shares or to exercise voting rights in respect of the Escrow Shares.

3.2 Takeovers, mergers and reorganisations

Clause 2.1 will cease to apply to the extent necessary to allow:

- (a) **(Takeover Bid)** the Holder to accept an offer made under a Takeover Bid for any of the Escrow Shares, provided that holders of not less than 50% of Shares that are not subject to a Voluntary Escrow Deed have accepted the Takeover Bid;
- (b) **(Bid acceptance facility)** the Holder to tender any of the Escrow Shares into a bid acceptance facility established in connection with a Takeover Bid, provided that holders of not less than 50% of Shares that are not subject to a Voluntary Escrow Deed have either accepted the Takeover Bid or tendered (and not withdrawn) their Shares into the bid acceptance facility; or
- (c) **(scheme)** the Escrow Shares to be transferred or cancelled as part of a merger or an acquisition of share capital being implemented by way of a scheme of arrangement under Part 5.1 of the Corporations Act which has received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts,

provided that, if for any reason any or all Escrow Shares are not transferred or cancelled in accordance with a Takeover Bid (including because the Takeover Bid does not become unconditional) or scheme of arrangement described in clauses 3.2(a) or 3.2(c), then the Holder agrees that the restrictions applying to the Escrow Shares under this deed (including under clauses 2.1 and 2.2) will continue to apply and without limiting the foregoing, the Holding Lock will be re-applied to all Escrow Shares not so transferred or cancelled.

3.3 Controller reorganisations

Clauses 2.1 and 2.2 will cease to apply to the extent necessary to allow a Dealing in Escrow Shares or Controller Interests to enable the Controller (if any) to undertake a reorganisation of its affairs, subject to:

- (a) the prior consent of the Company in writing;
- (b) Controller retaining ultimate control of (and full economic exposure to) the Escrow Shares; and
- (c) any new holder of the Escrow Shares or Controller Interests agreeing to be bound by a deed in substantially the same terms as this deed.

3.4 Security interests

Notwithstanding any provision to the contrary in this deed, during the Escrow Period, any or all of the Escrow Shares may be subject to a Security Interest in favour of any member of the Group to secure any Loan.

3.5 Other exceptions

Clauses 2.1 and 2.2 will cease to apply to the extent necessary to allow a Dealing in Escrow Shares or Controller Interests:

- (a) **(court order)** pursuant to an order of a court of competent jurisdiction compelling any Escrow Shares or Controller Interests to be disposed of or a Security Interest granted over them; or
- (b) **(death or incapacity)** death or incapacity of the Controller (if any), provided that the transferee of the Escrow Shares or Controller Interests has agreed to be bound by a deed in substantially the same terms as this deed in respect of the Escrow Shares or Controller Interests.

4 Termination

- (a) This deed terminates with immediate effect and without the action of any party upon the end of the Escrow Period, provided that this deed will terminate with immediate effect and without the action of any party if Completion of the Offer has not occurred by 31 January 2015.
- (b) The Company will procure that the Share Registry releases the Holding Lock in respect of the Escrow Shares, if still in effect, as soon as possible following termination of this deed.

5 Warranties and acknowledgement

5.1 Giving of warranties

Each of the warranties and representations in this clause 5 is given by the Holder or the Controller (if any), as applicable, in favour of the Company:

- (a) as at the date of this deed, unless a later date is specified in clause 5.2; and
- (b) from the applicable date under clause 5.1(a), at all times until expiry of the Escrow Period.

The warranties and representations in this clause 5 are given in respect of any and all Escrow Shares from time to time during the Escrow Period.

5.2 Holder warranties and representations

Each of the Holder and the Controller (if any) jointly and severally warrant and represent the following:

- (a) prior to the Escrow Period it has not done (and will not do), or omitted to do (or will not omit to do), any act which would result in a Dealing in Escrow Shares (or any other breach of clauses 2.1 or 2.2) which will take effect during the Escrow Period;

- (b) the Holder holds the Escrow Shares set out in item 3 of the Schedule on behalf of the Controller (if any) and the Controller (if any) holds the Controller Interests;
- (c) the Escrow Shares, as set out in item 3 of the Schedule, are all the securities, substantial economic interests or other interests that the Holder directly or indirectly has in the Company on behalf of the Controller (if any);
- (d) from the date of Completion of the Offer, the Escrow Shares and the Controller Interests are free from all Security Interests and other third party interests or rights except as otherwise provided for in clause 3.4;
- (e) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder or the Controller (if any) has entered into this deed as a trustee (“Trustee”), under the trust deed for the relevant trust (“Trust”));
- (f) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (g) this deed constitutes a legal, valid and binding obligation on it and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (h) no person (other than the Controller) has the power to direct or cause the direction of the management of the Holder, whether through the ownership of voting securities or by agreement or by virtue of any person being the manager or adviser of the Holder or otherwise;
- (i) the execution, delivery and performance by each Holder of this deed does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents, if any, (or, if the Holder or the Controller (if any) is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, Security Interest or document which is binding on the Holder ;and
- (j) if the Holder or the Controller (if any) is a Trustee:
 - (i) the Trustee is the sole 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;
 - (ii) the Trustee 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 deed 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 Trustee has not released or disposed of its equitable lien over those Trust assets; and
 - (iii) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

5.3 Survival of warranties and representations

The warranties and representations in this clause 5 survive the termination of this deed.

6 Consequences of breaching this deed

- (a) If the Holder or the Controller (if any) breaches this deed or the Company believes that a prospective breach of this deed may occur, each of the following applies:
 - (i) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach or prospective breach; and
 - (ii) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer of or other Dealing in any of the Holder's Escrow Shares.
- (b) The parties agree that damages would be an insufficient remedy for a breach or prospective breach of this deed by the Holder or the Controller (if any) and each of the Holder and Controller (if any) agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder's or Controller's (as applicable) obligations under this deed, without proof of actual damage and without prejudice to any of the Company's other rights or remedies.

7 Notices and other communications

7.1 Form - all communications

Unless expressly stated otherwise in this deed, all notices, certificates, consents, approvals, waivers and other communications in connection with this deed must be:

- (a) in writing;
- (b) in English or accompanied by a certified translation into English;
- (c) signed by the sender (if an individual) or a person duly authorised by the sender; and
- (d) marked for the attention of the person identified or referred to in the Details or Schedule or, if the recipient has notified otherwise, then marked for attention in the way last notified.

7.2 Form - communications sent by email

Communications sent by email need not be marked for attention in the way stated in clause 7.1. However, the email:

- (a) must state the first and last name of the sender; and
- (b) must be in plain text format or, if attached to an email, must be an Adobe Portable Document Format (pdf) file.

Communications sent by email are taken to be signed by the named sender.

7.3 Delivery

Communications must be:

- (a) left at the address set out or referred to in the Details or Schedule 1; or
- (b) sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Details or Schedule 1; or
- (c) sent by email to the address set out or referred to in the Details or Schedule 1; or
- (d) given in any other way permitted by law.

However, if the intended recipient has notified a changed address or email address, then communications must be to that address or email address.

7.4 When effective

Communications take effect from the time they are received or taken to be received under clause 7.5 (whichever happens first) unless a later time is specified.

7.5 When taken to be received

Communications are taken to be received:

- (a) if sent by post, three days after posting (or seven days after posting if sent from one country to another); or
- (b) if sent by email;
 - (i) when the sender receives an automated message confirming delivery; or
 - (ii) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

7.6 Receipt outside business hours

Despite clauses 7.4 and 7.5, if communications are received or taken to be received under clause 7.5 after 5.00pm in the place of receipt or on a non-Business Day, they are taken to be received at 9.00am on the next Business Day and take effect from that time unless a later time is specified.

8 General provisions

8.1 Invalid or unenforceable provisions

If a provision of this deed is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) it does not affect the validity or enforceability of:

- (i) that provision in another jurisdiction; or
- (ii) the remaining provisions.

8.2 Waiver and exercise of rights

- (a) A waiver by a party of a provision or a right under this deed is binding on the party granting the waiver only if it is given in writing and is signed by the party or an officer of the party granting the waiver.
- (b) A waiver is effective only in the specific instance and for the specific purpose for which it is given.
- (c) A single or partial exercise of a right by a party does not preclude another or further exercise or attempted exercise of that right or the exercise of another right.
- (d) Failure by a party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

8.3 Amendment

This deed may be amended only by a document signed by all parties.

8.4 Further assurances

The Holder and the Controller (if any) each undertake to, and to procure that all persons under their respective Control, do all things necessary or desirable to effect the transactions contemplated by this deed as expeditiously as possible, including executing, delivering or completing any form, document or instrument necessary or desirable to give effect to any of the transactions contemplated by this deed.

8.5 PPSA further steps

If the Company determines that this deed results in the creation of a PPSA Security Interest, the Holder and the Controller (if any) each agree to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Company reasonably asks and considers necessary for the purposes of:

- (a) ensuring that the PPSA Security Interest is enforceable, perfected and otherwise effective;
- (b) enabling the Company to apply for any registration, or give any notification, in connection with the PPSA Security Interest so that the PPSA Security Interest has the priority required by the Company; and
- (c) enabling the Company to exercise rights in connection with the PPSA Security Interest.

8.6 Non-merger

The warranties, other representations and undertakings by the parties in this deed are continuing and will not merge or be extinguished on Completion of the Offer.

8.7 Assignment

The Holder and the Controller (if any) must not transfer, assign, create an interest in, or deal in any other way with, any of its rights or obligations under this deed without the prior written consent of the Company.

8.8 Entire agreement

This deed and the documents referred to in this deed are the entire agreement of the parties about the subject matter of this deed and supersede any representations, negotiations, arrangements, understandings or agreements and all other communications.

8.9 Remedies

The rights, remedies and powers of the parties under this deed are cumulative and not exclusive of any rights, remedies or powers provided to the parties by law.

8.10 Inconsistent agreements

If a provision of this deed is inconsistent with a provision of any other agreement, document, representation, negotiation, arrangement or understanding between the Holder or the Controller (if any) and any other person, the provision of this deed prevails.

8.11 Successors and assigns

This deed is binding on, and has effect for the benefit of, the parties and their respective successors and permitted assigns and, in the case of the Holder and the Controller (if any), his or her personal representatives and any trustee, receiver or other person lawfully acting on his or her behalf.

8.12 Approvals and consents

Except where this deed expressly states otherwise, a party or other person referred to in this deed (including the Board) may, in its absolute discretion, give conditionally or unconditionally or withhold any approval, consent, resolution or determination under this deed.

8.13 Counterparts

This deed may be signed in counterparts and all counterparts taken together constitute one document.

8.14 Governing law

This deed is governed by the laws of New South Wales.

8.15 Jurisdiction

Each party irrevocably and unconditionally:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales; and
- (b) waives any claim or objection based on absence of jurisdiction or inconvenient forum.

9 Capacity

If the Holder or the Controller (if any) has entered into this deed as a Trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 9 but subject to paragraph 9(c), the Holder or the Controller (as applicable) enters into this deed only in its capacity as Trustee of the relevant Trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or the Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant Trust for which the Holder or Controller (as applicable) is actually indemnified for the liability. The Holder or the Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;
- (b) subject to paragraph 9(c), a party to this deed may not sue the Holder or the Controller (as applicable) in any capacity other than as Trustee in respect of the relevant Trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to the property of the relevant Trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 9 will not apply to any obligation or liability of the Holder or the Controller (as applicable) to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent, or elimination of, the Holder's or Controller's (as applicable) right of indemnification out of the assets of the relevant Trust, or the right does not exist at all, as a result of the Holder's or the Controller's (as applicable) fraud, negligence, improper performance of duties or breach of trust.

EXECUTED as a deed

Escrow Deed

Schedule 1 - Details

Item 1. Holder

Name: [.]

Address: [.]

Email: [.]

Attention: [.]

Item 2. Controller (if any)

Name: [.]

Address: [.]

Email: [.]

Attention: [.]

Item 3. Escrow Shares

All Shares held immediately following Completion of the Offer

Escrow Deed

Signing page

DATED: _____ 2014

EXECUTED by **ESTIA HEALTH LIMITED** in accordance with section 127(1) of the Corporations Act 2001 (Cth) by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary*
*delete whichever is not applicable

.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

SIGNED, SEALED AND DELIVERED by [.] in the presence of:

.....
Signature of witness

.....
Name of witness (block letters)

.....
Signature of [.]