

# Form 604

Corporations Act 2001  
Section 671B

## Notice of change of interests of substantial holder

To Company Name/Scheme Cellmid Limited

ACN/ARSN 111 304 119

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

Name Cellmid Limited

ACN/ARSN (if applicable) 111 304 119

There was a change in the interests of the substantial holder on 20/11/2013

The previous notice was given to the company on 03/09/2013

The previous notice was dated 03/09/2013

### 2. Previous and present 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 when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Ordinary shares	48,237,624	7.416%	38,019,802	5.84%

### 3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
20/11/2013	Cellmid Limited	Cellmid Limited is a party to a number of voluntary restriction agreements with its shareholders under which each shareholder is prohibited from disposing of their shares for a prescribed period of time. Details of the relevant shareholders, the number of shares held and the applicable restriction periods were disclosed in Cellmid Limited's Notice of Initial Substantial Shareholder dated 24 May 2013. A pro-forma copy of the voluntary restriction agreement is set out in Annexure B of this form. The change of interest the subject of this Form 604 is caused by the release from voluntary escrow of 10,217,822 ordinary shares.	n/a	10,217,822 ordinary shares	10,217,822

**4. Present relevant interests**

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Cellmid Limited	See Annexure A	See Annexure A	Power to control disposal of ordinary shares under voluntary restriction agreements	38,019,802 ordinary shares	38,019,802

**5. Changes in association**

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
n/a	n/a

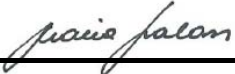
**6. Addresses**

The addresses of persons named in this form are:

Name	Address
Cellmid Limited	Suite 1802, Level 18, 15 Castlereagh Street Sydney NSW 2000
See Annexure A	See Annexure A

**Signature**

print name **Maria Halasz** capacity **Director**

sign here  date 20.11.2013

**DIRECTIONS**

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

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



Maria Halasz

Registered Holder	Number of ordinary shares held	Escrow Period	Registered holder's address
Dr Masahiro Asada	475,248	12 months	2-12 Nagakunidai Tsuchiura-shi Ibaraki 300-0810 Japan
Mr Takanori Hibi	4,752,475	12 months	490-56 Shimo-beppu Tsukuba-shi Ibaraki 300-2666 Japan
Dr Toru Imamura	712,871	12 months	2-20-12-1301 Senju-Azuma Adachi-ku Tokyo 120-0025 Japan
Dr Noriie Itoh	9,504,950	12 months	770-38 Ochi-cho Midori-ku, Chiba-shi Chiba 267-0055 Japan
Dr Syuichi Oka	712,871	12 months	101 Ocean's nirai 907 Kojya Okinawa-shi Okinawa 904-2161 Japan
Ms Hiroko Kazama	2,376,238	12 months	Castle 27-303 27-5 Mochibuku-cho Yokkaichi-shi Mie 510-8012 Japan
Ms Naoko Takeda	2,376,238	12 months	404-201 4-2-2 Namiki Tsukuba-shi Ibaraki 305-0044 Japan
bhp No.2 Investment Limited Partnership	14,257,426	12 months	Level 2 1-2-8 Higashikanda Chiyoda-ku Tokyo 101-0031 Japan
bhp Inc	2,851,485	12 months	Level 2 1-2-8 Higashikanda Chiyoda-ku Tokyo 101-0031 Japan

This is Annexure B of 7 pages referred to in ASIC Form 604 Lodged by Cellmid Limited ABN 69 111 304 119

  
Maria Halasz

**BETWEEN:**

**CELLMID LIMITED ABN 69 111 304 119**

**AND:**

**THE PERSON OR CORPORATION SET FORTH IN SCHEDULE 1 AS  
HOLDER**

## **VOLUNTARY RESTRICTION DEED**

**THIS DEED** is made the

day of

2013

**BETWEEN:** **Cellmid Limited** ABN 69 111 304 119 of Level 6, 40 King Street, Sydney New South Wales 2000 (**Entity**)

**AND:** The person or corporation set forth in Schedule 1 (**Holder**)

**RECITALS:**

- A. The Entity intends to issue the Restricted Securities to the Holder.
- B. The Holder will hold the Restricted Securities as set out in this Deed.
- C. The Holder will only deal with the Restricted Securities upon the terms set out in this Deed.

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 In this Deed:**

**ASIC** means the Australian Securities and Investments Commission;

**ASX** means ASX Limited;

**Business Day** means any day which is not a Saturday, Sunday or a public holiday in Sydney, New South Wales.

**Corporations Act** means the *Corporations Act 2001 (Cwlth)*;

**Dispose** has the meaning ascribed to it in the Listing Rules;

**Holding Lock** has the meaning ascribed to it in the Listing Rules;

**Listing Rules** means the Listing Rules of the ASX as amended from time to time;

**Party** means any party to this Deed and references to **Parties** shall have a corresponding meaning;

**Recognised Trustee** has the meaning ascribed to it in the Listing Rules;

**Restriction Period** means the period commencing on the dates of issue of the Restricted Securities and ending on the \_\_\_\_\_ month anniversary of that date;

**Restricted Securities** means the Shares set forth in Schedule 2 and any securities attaching to or arising out of those Shares;

**Security Interest** means any bona fide third party interest in or right:

- (a) over property (including any retention of title to property or any right to set off or withhold payment of any deposit or other moneys); or
- (b) created or otherwise arising over property under a mortgage, charge, bill of sale (as defined in any relevant statute), lien, pledge, trust or right, by way of security for the payment of a debt or other monetary obligation or the performance of or compliance with any other obligation and any instrument or transaction which reserves, constitutes or evidences the interests and rights referred to in paragraph (b);

**Share** means ordinary shares in the capital of the Entity and references to **Shares** shall have a corresponding meaning;

The terms **control** and **takeover bid** shall have the meanings ascribed to those terms in section 9 of the Corporations Act;

**1.2 In this Deed, unless the contrary intention appears:**

- (a) a reference to:
  - (i) any statute, ordinance, code or other law includes regulations and other statutory instruments under any of them and consolidations, amendments re-enactments or replacement of any of them;
  - (ii) a person, firm, corporation, association or government body includes any other of them; or
  - (iii) a person includes the person's successors, executors, administrators, substitutes (including a person who becomes a Party by novation) and assigns;
- (b) the singular includes the plural and vice versa; and
- (c) words and expressions defined in the Listing Rules or the Corporations Act, and not in this Deed, have the meanings ascribed to them in the Listing Rules or the Corporations Act (as applicable).

**2. ESCROW RESTRICTIONS**

2.1 Subject to clause 2.2, during the Restriction Period, the Holder will not do any of the following:

- (a) Dispose of, or agree or offer to Dispose of, the Restricted Securities;
- (b) create, or agree or offer to create, any Security Interest in the Restricted Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities.

2.2 Despite anything else in this clause 2, if a takeover bid is made or other formal scheme of arrangement is proposed for the acquisition of some or all of the Shares in the Company, if:

- (a) acceptance of the take-over bid or scheme of arrangement is recommended by the board of the Entity; and
- (b) the board of the Entity resolves to end the restriction on the Restricted Securities so that they may be transferred to the bidder,

the Holder may accept the offer on such terms the Holder decides in respect of some or all of the Restricted Securities registered in its name.

2.3 The Holder acknowledges and agrees that if the takeover bid or scheme of arrangement does not proceed, the Restricted Securities will continue to be restricted in accordance with the terms of this Deed for the remainder of the Restriction Period.

**3. SHARES - HOLDING LOCK**

3.1 The Entity may implement any procedure it considers necessary or appropriate, including without limitation a Holding Lock, to restrict the Holder from Dealing with the Restricted Securities during the Restriction Period.

3.2 The Holder:

- (a) acknowledges and agrees that during the Restriction Period, the Restricted Securities will be subject to the restrictions imposed by the Entity under clause 3.1;
- (b) consents to the Entity placing such restrictions, including without limitation a Holding Lock, on the Restricted Securities during the Restriction Period, in accordance with clause 3.1; and

- (c) undertakes to not request (or allow another person to request) release of the Restricted Securities from the restrictions imposed in accordance with clause 3.1.

#### **4. CERTIFICATES AND STATEMENTS OF HOLDING**

- 4.1 In the event that Restricted Securities are certificated, the Holder will deposit the certificates for the Restricted Securities with a bank or Recognised Trustee for the Restriction Period.
- 4.2 In the event that the Restricted Securities are not certificated, then the Holder shall provide a copy of this Deed to the share registrars of the Entity.

#### **5. WARRANTIES**

the Holder represents and warrants to the Entity that the Holder is the sole legal and beneficial holder of the Restricted Securities and that no other person has a substantial interest (including without limitation a substantial economic interest) in the Restricted Securities.

#### **6. CONSEQUENCES OF BREACHING THIS DEED**

- 6.1 If it appears to the Entity that the Holder may breach this Deed, the Entity is entitled, but not obliged, to take the steps necessary to prevent the breach, or to enforce this Deed.
- 6.2 If the Holder breaches this Deed, the Entity may:
  - (a) take the steps necessary to enforce this Deed, or to rectify the breach;
  - (b) to the extent permitted by law, Corporations Act and the Listing Rules, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion or other Disposal of any of the Restricted Securities;
  - (c) sue the Holder for breach of contract; or
  - (d) do all or any of the above things at its option.
- 6.3 The Holder indemnifies and keeps indemnified the Entity against any loss the Entity sustains as a result of any breach of this Deed by the Holder. Without limiting the generality of this indemnity, the Entity's loss is expressly agreed to include all legal costs which the Entity may incur. However, in no event will the Holder be liable for indirect or consequential losses.
- 6.4 The rights and remedies of the Entity referred to in this clause 6 are in addition to and do not derogate from any other rights and remedies that the Entity may have at law as a result of the Holder breaching this Deed.

#### **7. NOTICE**

- 7.1 Any notice or other communication to or by any Party shall be in writing and in English.
- 7.2 A notice is deemed to be delivered:
  - (a) If delivered personally, when left at the person's address;
  - (b) If sent by prepaid mail within Australia, three Business Days after posting;
  - (c) if sent by prepaid mail outside of Australia, five Business Days after posting; or
  - (d) if sent by facsimile or electronic mail, at the time and on the day it was successfully sent.
- 7.3 The addresses and numbers for service are initially:

**Entity**

Address: Suite 1802, Level 18, 15 Castlereagh Street, Sydney  
New South Wales 2000  
Facsimile: +61 2 9221 8535  
Email: halasz@cellmid.com.au  
Attention: Maria Halasz

**The Holder**

As set forth in Schedule 2

**8. GENERAL**

- 8.1 Each Party shall be responsible for all its own costs incurred in the negotiation of, and the performance of its obligations pursuant to, this Deed including, without limitation, legal costs.
- 8.2 This Deed shall be governed by and construed in accordance with the laws of New South Wales. The Parties submit to the non-exclusive jurisdiction of the courts of New South Wales and the division of the Federal Court of Australia in that jurisdiction and the courts of appeal from them. Each Party waives any immunity or any objection it may have to any action in those courts and to a claim that any action has been brought in an inconvenient forum or to those courts not having jurisdiction.
- 8.3 This Deed may be executed in counterparts. A counterpart may be a facsimile or in electronic or digital form. Together all counterparts make up one and the same document.



**Holder's Details**

Name:  
Address:  
Facsimile:  
Email:  
Attention:

**SCHEDULE 2**

**Restricted Securities to be issued to Holder:** \_\_\_\_\_ Ordinary Shares

**EXECUTED** by the Parties as a deed

**EXECUTED** by **Cellmid Limited** ABN 69 111 304  
119 by its Attorney Maria Halasz under a power of  
attorney dated

.....  
Maria Halasz

In the presence of:

.....  
Signature of Witness

.....  
Name of Witness (BLOCK LETTERS)

**EXECUTED** by the person or corporation set  
forth in **Schedule 1** as **Holder**

.....  
Director

.....  
Name (BLOCK LETTERS)

.....  
Director/Secretary

.....  
Name of (BLOCK LETTERS)

OR

**SIGNED SEALED AND DELIVERED** by the  
person or corporation set forth in **Schedule 1**  
as **Holder**

.....  
Holder

in the presence of:

.....  
Signature of Witness

.....  
Name of Witness (BLOCK LETTERS)