23 December 2016

Australian Securities Exchange
Level 40, Central Park
152-158 St George's Terrace
Perth WA 6000

Allure Capital Transaction with Major Shareholders

Alcidion Group Limited (ASX:**ALC**) is delighted to announce that three of its major shareholders have entered into a share transaction ('Share Transaction') with Allure Capital Pty Ltd (the private investment vehicle of Alcidion Director, Mr. Nathan Buzza), as set out in the enclosed Change in Director's Interest Notices and Notices of Change of Interests of Substantial Holder.

The Share Transaction will not involve the issue by the Company of any new securities, nor alter the Capital Structure of the business and, accordingly, will not result in the Company's shareholders (other than the Major Shareholders) having their holdings diluted.

The purpose of the Share Transaction is to provide compensation and an incentive programme to Mr. Buzza and Allure Capital for the role that they played in the Reverse Takeover of Alcidion Corporation Pty Ltd by the Company ('Reverse Takeover') and the ongoing performance of the Company.

The major shareholders who have entered into the Share Transaction are the Company's co-founders Mr. Raymond Blight (Chief Executive Officer), Dr. Malcolm Pradhan (Chief Medical Officer), and BPSE Medical Technology Pty Ltd as trustee for the BSPE Medical Technology Trust (together the 'Major Shareholders'). The Major Shareholders and Allure Capital are all former shareholders of Alcidion Corporation Pty Ltd.

The Major Shareholders have been in ongoing discussions with Allure Capital as to what compensation and incentives should be provided to Mr. Buzza and Allure Capital for their role in relation to the Reverse Takeover and the Company's subsequent performance. Those discussions have now been resolved and the Major Shareholders have agreed to undertake the Share Transaction, which will involve:

- the Major Shareholders transferring 14,998,848 ordinary shares in the Company (in aggregate) to Allure Capital for nil consideration. Of these, 2,458,828 will be held in voluntary escrow by Allure Capital until 28 February 2018.
- the Major Shareholders granting call options over 2,500,000 ordinary shares in the Company held by them (in aggregate), exercisable at $125,000 (in aggregate), for a period of 20 business days after the release of the Company's preliminary financial results for the year ended 30 June 2017.

As agreed between the parties, part of the shares transferred have been monetised via an off-market transfer by Allure Capital Pty. Ltd. to a third party.

The Company's CEO and CMO have advised that there are no changes in the Company's circumstances influencing their decision to enter into the Share Transaction.

ENDS

For further information, please contact:

Nathan Buzza, Executive Director
Ph: +61 (0) 488862222
Alcidion Group Limited
nathan.buzza@alcidion.com

Ray Blight, Chief Executive Officer
Ph: +61 (08) 8208 4600
Alcidion Group Limited
ray.blight@alcidion.com

About Alcidion

Alcidion Group Limited (ASX:**ALC**) is a publically listed, innovative health informatics company that specializes in clinical products that improve productivity, safety and efficiency. Alcidion's solutions target key problems for Emergency Rooms, Inpatient Services and Outpatient Departments and are built upon a next generation health informatics platform, which incorporates an intelligent EMR, Clinical Decision Support Engine, Data Integration Capability, Smartforms, Terminology Support and Standards Based Web Services.

Alcidion's focus is on delivering solutions that enable high performance healthcare and which assist clinicians by minimising key clinical risks, tracking patient progress through journeys and improving quality and safety of patient care.

www.alcidion.com

Rule 3.19A.2

Appendix 3Y

Change of Director's Interest Notice

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 30/09/01 Amended 01/01/11

Name of entity	**ALCIDION GROUP LIMITED**
ABN	**77 143 142 410**

We (the entity) give ASX the following information under listing rule 3.19A.2 and as agent for the director for the purposes of section 205G of the Corporations Act.

Name of Director	RAYMOND HOWARD BLIGHT
Date of last notice	21/09/2016

Part 1 - Change of director's relevant interests in securities

In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust

Note: In the case of a company, interests which come within paragraph (i) of the definition of "notifiable interest of a director" should be disclosed in this part.

Direct or indirect interest	DIRECT & INDIRECT
Nature of indirect interest (including registered holder) Note: Provide details of the circumstances giving rise to the relevant interest.	SHARES HELD BY SPOUSE (ROBYN GAILE MORRIS)
Date of change	21 DECEMBER 2016
No. of securities held prior to change	100,770,933
Class	FULLY PAID ORDINARY SHARES
Number acquired	NIL
Number disposed	3,719,930 FULLY PAID ORDINARY SHARES
Value/Consideration Note: If consideration is non-cash, provide details and estimated valuation	NIL
No. of securities held after change	97,051,003 FULLY PAID ORDINARY SHARES -

+ See chapter 19 for defined terms.

Nature of change Example: on-market trade, off-market trade, exercise of options, issue of securities under dividend reinvestment plan, participation in buy-back	OFF-MARKET TRADE

Part 2 – Change of director's interests in contracts

Note: In the case of a company, interests which come within paragraph (ii) of the definition of "notifiable interest of a director" should be disclosed in this part.

Detail of contract	N/A
Nature of interest	N/A
Name of registered holder (if issued securities)	N/A
Date of change	N/A
No. and class of securities to which interest related prior to change Note: Details are only required for a contract in relation to which the interest has changed	N/A
Interest acquired	N/A
Interest disposed	N/A
Value/Consideration Note: If consideration is non-cash, provide details and an estimated valuation	N/A
Interest after change	N/A

Part 3 – +Closed period

Were the interests in the securities or contracts detailed above traded during a +closed period where prior written clearance was required?	NO
If so, was prior written clearance provided to allow the trade to proceed during this period?	N/A
If prior written clearance was provided, on what date was this provided?	N/A

+ See chapter 19 for defined terms.

Rule 3.19A.2

Appendix 3Y

Change of Director's Interest Notice

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 30/09/01 Amended 01/01/11

Name of entity	**ALCIDION GROUP LIMITED**
ABN	**77 143 142 410**

We (the entity) give ASX the following information under listing rule 3.19A.2 and as agent for the director for the purposes of section 205G of the Corporations Act.

Name of Director	MALCOLM PRADHAN
Date of last notice	26/02/2016

Part 1 - Change of director's relevant interests in securities
In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust

Note: In the case of a company, interests which come within paragraph (i) of the definition of "notifiable interest of a director" should be disclosed in this part.

Direct or indirect interest	DIRECT
Nature of indirect interest (including registered holder) Note: Provide details of the circumstances giving rise to the relevant interest.	NIL
Date of change	21 DECEMBER 2016
No. of securities held prior to change	139,861,782
Class	FULLY PAID ORDINARY SHARES
Number acquired	NIL
Number disposed	5,279,379 FULLY PAID ORDINARY SHARES
Value/Consideration Note: If consideration is non-cash, provide details and estimated valuation	NIL
No. of securities held after change	134,582,403 FULLY PAID ORDINARY SHARES

+ See chapter 19 for defined terms.

Nature of change Example: on-market trade, off-market trade, exercise of options, issue of securities under dividend reinvestment plan, participation in buy-back	OFF-MARKET TRADE

Part 2 – Change of director's interests in contracts

Note: In the case of a company, interests which come within paragraph (ii) of the definition of "notifiable interest of a director" should be disclosed in this part.

Detail of contract	N/A
Nature of interest	N/A
Name of registered holder (if issued securities)	N/A
Date of change	N/A
No. and class of securities to which interest related prior to change Note: Details are only required for a contract in relation to which the interest has changed	N/A
Interest acquired	N/A
Interest disposed	N/A
Value/Consideration Note: If consideration is non-cash, provide details and an estimated valuation	N/A
Interest after change	N/A

Part 3 – +Closed period

Were the interests in the securities or contracts detailed above traded during a +closed period where prior written clearance was required?	NO
If so, was prior written clearance provided to allow the trade to proceed during this period?	N/A
If prior written clearance was provided, on what date was this provided?	N/A

+ See chapter 19 for defined terms.

Rule 3.19A.2

Appendix 3Y

Change of Director's Interest Notice

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 30/09/01 Amended 01/01/11$

Name of entity	ALCIDION GROUP LIMITED
ABN	77 143 142 410

We (the entity) give ASX the following information under listing rule 3.19A.2 and as agent for the director for the purposes of section 205G of the Corporations Act.

Name of Director	NATHAN EDMUND JAMES BUZZA
Date of last notice	23/09/2016

Part 1 - Change of director's relevant interests in securities

In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust

Note: In the case of a company, interests which come within paragraph (i) of the definition of "notifiable interest of a director" should be disclosed in this part.

Direct or indirect interest	INDIRECT
Nature of indirect interest (including registered holder) Note: Provide details of the circumstances giving rise to the relevant interest.	SHARES AND OPTIONS HELD BY ALLURE CAPITAL PTY LTD AS TRUSTEE OF THE BUZZA FAMILY TRUST. MR. BUZZA IS A DIRECTOR AND SHAREHOLDER OF ALLURE CAPITAL PTY LTD AND A BENEFICIARY OF THE BUZZA FAMILY TRUST.
Date of change	21 DECEMBER 2016
No. of securities held prior to change	16,717,243
Class	FULLY PAID ORDINARY SHARES
Number acquired	14,998,848 FULLY PAID ORDINARY SHARES CALL OPTION OVER AN ADDITIONAL 2,500,000 FULLY PAID ORDINARY SHARES @ $0.05 EXERCISABLE AFTER RELEASE OF APPENDIX 4E FOR FINANCIAL YEAR ENDING 30 JUNE 2017

Number disposed	12,540,020
Value/Consideration Note: If consideration is non-cash, provide details and estimated valuation	$1,003,202
No. of securities held after change	19,176,071 FULLY PAID ORDINARY SHARES CALL OPTION OVER AN ADDITIONAL 2,500,000 FULLY PAID ORDINARY SHARES @ $0.05 EXERCISABLE AFTER RELEASE OF APPENDIX 4E FOR FINANCIAL YEAR ENDING 30 JUNE 2017
Nature of change Example: on-market trade, off-market trade, exercise of options, issue of securities under dividend reinvestment plan, participation in buy-back	OFF-MARKET TRADE

Part 2 – Change of director's interests in contracts

Note: In the case of a company, interests which come within paragraph (ii) of the definition of "notifiable interest of a director" should be disclosed in this part.

Detail of contract	TRANSFER AND OPTION DEED DATED 21 DECEMBER 2016 BETWEEN MR BUZZA, ALLURE CAPITAL PTY LTD, ALCIDION GROUP LIMITED, BPSE MEDICAL TECHNOLOGY PTY LTD AS TRUSTEE FOR THE BSPE MEDICAL TECHNOLOGY TRUST, RAYMOND HOWARD BLIGHT AND MALCOLM PRADHAN
Nature of interest	CALL OPTION OVER 2,500,000 FULLY PAID ORDINARY SHARES @ $0.05 EXERCISABLE AFTER RELEASE OF APPENDIX 4E FOR FINANCIAL YEAR ENDING 30 JUNE 2017
Name of registered holder (if issued securities)	BPSE MEDICAL TECHNOLOGY PTY LTD AS TRUSTEE FOR THE BSPE MEDICAL TECHNOLOGY TRUST (RESPECT OF 1,000,000 SHARES) RAYMOND HOWARD BLIGHT (IN RESPECT OF 620,036 SHARES) MALCOLM PRADHAN (IN RESPECT OF 879,964 SHARES)
Date of change	22 DECEMBER 2016
No. and class of securities to which interest related prior to change Note: Details are only required for a contract in relation to which the interest has changed	2,500,000 FULLY PAID ORDINARY SHARES

+ See chapter 19 for defined terms.

Interest acquired	CALL OPTION OVER 2,500,000 FULLY PAID ORDINARY SHARES @ $0.05 EXERCISABLE AFTER RELEASE OF APPENDIX 4E FOR FINANCIAL YEAR ENDING 30 JUNE 2017
Interest disposed	N/A
Value/Consideration Note: If consideration is non-cash, provide details and an estimated valuation	NIL
Interest after change	19,176,071 FULLY PAID ORDINARY SHARES CALL OPTION OVER AN ADDITIONAL 2,500,000 FULLY PAID ORDINARY SHARES @ $0.05 EXERCISABLE AFTER RELEASE OF APPENDIX 4E FOR FINANCIAL YEAR ENDING 30 JUNE 2017

Part 3 – +Closed period

Were the interests in the securities or contracts detailed above traded during a +closed period where prior written clearance was required?	NO
If so, was prior written clearance provided to allow the trade to proceed during this period?	N/A
If prior written clearance was provided, on what date was this provided?	N/A

+ See chapter 19 for defined terms.

Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme	ALCIDION GROUP LIMITED
ACN/ARSN	77 143 142 410

1. Details of substantial holder (1)

Name	RAYMOND HOWARD BLIGHT
ACN/ARSN (if applicable)	

There was a change in the interests of the substantial holder on	21/12/2016
The previous notice was given to the company on	21/09/2016
The previous notice was dated	21/09/2016

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)
FULLY PAID ORDINARY SHARES	100,770,933	16.72%	97,051,003	16.10%

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 or scheme 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
21/12/2016	RAYMOND HOWARD BLIGHT	OFF MARKET TRADE	NIL	FULLY PAID ORDINARY SHARES 3,719,930	3,719,930

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
RAYMOND HOWARD BLIGHT	RAYMOND HOWARD BLIGHT	RAYMOND HOWARD BLIGHT	DIRECT SHAREHOLDER	FULLY PAID ORDINARY SHARES 94,828,782	94,828,782

ROBYN GAILE MORRIS	ROBYN GAILE MORRIS	ROBYN GAILE MORRIS	DIRECT SHAREHOLDER	FULLY PAID ORDINARY SHARES 2,222,222	2,222,222

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	

6. Addresses

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

Name	Address
RAYMOND HOWARD BLIGHT	15 OCEANVIEW CRESENT, MOUNT OSMOND SA, 5064
ROBYN GAILE MORRIS	15 OCEANVIEW CRESENT, MOUNT OSMOND SA, 5064

Signature

print name RAYMOND HOWARD BLIGHT capacity SHAREHOLDER

sign here [signature] date 21 / 12 / 16

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 identity 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.

Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme	ALCIDION GROUP LIMITED
ACN/ARSN	77 143 142 410

1. Details of substantial holder (1)

Name	MALCOLM PRADHAN
ACN/ARSN (if applicable)	

There was a change in the interests of the substantial holder on	21/12/2016
The previous notice was given to the company on	29/02/2016
The previous notice was dated	24/02/2016

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)
FULLY PAID ORDINARY SHARES	139,861,782	23.20%	134,582,403	22.33%

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 or scheme 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
21/12/2016	MALCOLM PRADHAN	OFF-MARKET TRANSFER	NIL	FULLY PAID ORDINARY SHARES 5,279,379	5,279,379

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
MALCOLM PRADHAN	MALCOLM PRADHAN	MALCOLM PRADHAN	REGISTERED HOLDER	FULLY PAID ORDINARY SHARES 134,582,403	134,582,403

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	

6. Addresses

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

Name	Address
MALCOLM PRADHAN	26 BURKE STREET, TUSMORE SA 5065

Signature

print name MALCOLM PRADHAN capacity SHAREHOLDER

sign here date 21 / 12 / 16

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 identity 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.

Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme	ALCIDION GROUP LIMITED
ACN/ARSN	77 143 142 410

1. Details of substantial holder (1)

Name	BSPE Medical Technology Pty Limited ATF BSPE Medical Technology Unit Trust and its controllers and related bodies corporate
ACN/ARSN (if applicable)	152 778 544

There was a change in the interests of the substantial holder on	21/12/2016
The previous notice was given to the company on	22/12/2016
The previous notice was dated	22/12/2016

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)
FULLY PAID ORDINARY SHARES	90,863,812	15.07%	84,864,273	14.08%

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 or scheme 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
21/12/2016	BSPE Medical Technology Pty Limited ATF BSPE Medical Technology Unit Trust ("BSPE Medical")	OFF MARKET TRADE	NIL	FULLY PAID ORDINARY SHARES 5,999,539	5,999,539
21/12/2016	Blue Sky Private Equity Limited ACN 125 223 958 ATF Blue Sky Private Equity 2010 Institutional Trust ("BSPE 2010")	OFF MARKET TRADE	NIL	FULLY PAID ORDINARY SHARES 5,999,539	5,999,539

21/12/2016	Blue Sky Private Equity Limited ACN 125 223 958 ("BSPE")	OFF MARKET TRADE	NIL	FULLY PAID ORDINARY SHARES 5,999,539	5,999,539

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
BSPE Medical	BSPE Medical	BSPE Medical	Registered shareholder	FULLY PAID ORDINARY SHARES 84,864,273	84,864,273
BSPE 2010	BSPE Medical	BSPE Medical	BSPE 2010 has a relevant interest as the holder of more than 20% of the units in BSPE Medical, by virtue of section 608(3) of the Corporations Act	FULLY PAID ORDINARY SHARES 84,864,273	84,864,273
BSPE	BSPE Medical	BSPE Medical	BSPE has a relevant interest as the controller of BSPE Medical Technology Pty Limited and as trustee of the Blue Sky Private Equity 2010 Institution Trust by virtue of section 608(3) of the Corporations Act	FULLY PAID ORDINARY SHARES 84,864,273	84,864,273

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	

6. Addresses

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

Name	Address
BSPE Medical **BSPE** **BSPE 2010**	**LEVEL 46, 111 EAGLE STREET, BRISBANE QLD 4000**

Signature

print name	**Jane Prior**	capacity	**Company Secretary**
sign here	Prior	date	**23/12/2016**

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 identity 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.

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To: Company Name/Scheme ALCIDION GROUP LIMITED

ACN/ARSN ACN 143 142 410

1. Details of substantial holder (1)

Name ALLURE CAPITAL PTY LTD (AS TRUSTEE FOR THE BUZZA FAMILY TRUST)

ACN/ARSN (if applicable) ACN 152 310 766

The holder became a substantial holder on 21/12/16

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	31,716,091	31,716,091	5.26%

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
	See Annexure 'A'	

4. Details of present registered holders

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

Holders of relevant interest	Registered holder of Securities	Person entitled to be registered as a holder (8)	Class and number of securities
	See Annexure 'A'		

5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
	See Annexure 'A'	Cash	Non-cash	

6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
See annexure ‘A’	

7. Addresses

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

Name	Address
See Annexure ‘A’	

Signature

print name NATHAN BUZZA capacity Director

sign here date 23 / 12 / 2016

DIRECTIONS

(1) If there are a number of substantial holders with similar or related relevant issues (eg. A corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.

(2) See the definition of “associate” in Section 9 of the Corporations Act 2001.

(3) See the definition of “relevant interest” in sections 608 and 671B(7) of the Corporations Act 2001.

(4) The voting shares of a company constitute one class unless divided into separate classes.

(5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.

(6) The person’s votes divided by the total votes in the body corporate or scheme multiplied by 100.

(7) Include details of:

(a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and

(b) any qualification of the power of a person to exercise, control the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of “relevant agreement” in section 9 of the Corporations Act 2001.

(8) If the substantial holder in unable to determine the identity of the person (eg. If the relevant interest arises because of an option) write “unknown”.

(9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

THIS IS ANNEXURE A
CONSISTING OF 2 PAGES REFERRED TO
IN FORM 603 DATED 23 DECEMBER 2016

3. **Details of Relevant Interest**

Holder of Relevant Interest	Nature of Relevant Interest	Class of Number of Securities
Allure Capital Pty Ltd (ACN 152 310 766) as trustee of the Buzza Family Trust	Shareholder and associate of Nathan Buzza and Trudi Buzza	31,716,091 Ord Call Option over 2.5m Ord Shares after FY17 Results.
Nathan Buzza	Joint shareholder and holder of more than 20% of the voting power of the shares in Allure Capital Pty Ltd (ACN 152 310 766) as trustee of the Buzza Family Trust	31,716,091 Ord Call Option over 2.5m Ord Shares after FY17 Results.
Trudi Buzza	Joint shareholder and holder of more than 20% of the voting power in respect of shares in Allure Capital Pty Ltd (ACN 152 310 766) as trustee of the Buzza Family Trust	31,716,091 Ord Call Option over 2.5m Ord Shares after FY17 Results.

4. **Details of Present Registered Holders**

Holder of Relevant Interest	Registered Holder of Securities	Person entitled to vote as Holder	Class and number of Securities
Allure Capital Pty Ltd (ACN 152 310 766) as trustee of the Buzza Family Trust Nathan Buzza Trudi Buzza	Allure Capital Pty Ltd (ACN 152 3310 766) as trustee of the Buzza Family Trust	Allure Capital Pty Ltd (ACN 152 310 766) as trustee of the Buzza Family Trust	31,716,091 Ord Call Option over 2.5m Ord Shares after FY17 Results.
Allure Capital Pty Ltd (ACN 152 310 766) as trustee of the Buzza Family Trust Nathan Buzza Trudi Buzza	Nathan Buzza and Trudi Buzza	Nathan Buzza and Trudi Buzza	31,716,091 Ord Call Option over 2.5m Ord Shares after FY17 Results.

5. **Consideration**

Holder of Relevant Interest	Date of Acquisition	Consideration		Class and number of Securities
		Cash	Non-Cash	
Allure Capital Pty Ltd (ACN 152 310 766) as trustee of the Buzza Family Trust	21/12/16	NIL		31,716,091 Ord Call Option over 2.5m Ord Shares after FY17 Results.

6. **Associates**

Name ACN/ABN	Nature of Association
Nathan Buzza Trudi Buzza	By virtue of an informal agreement or understanding in respect of voting.

7. **Addresses**

Name	Address
Allure Capital Pty Ltd (ACN 152 310 766) as trustee of the Buzza Family Trust	19 Windara Drive, City Beach, WA 6015
Nathan Buzza	19 Windara Drive, City Beach, WA 6015
Trudi Buzza	19 Windara Drive, City Beach, WA 6015

Name: Nathan Buzza Director

Sign: __________________________ Date: 23rd December 2016

THIS IS ANNEXURE B
CONSISTING OF 148 PAGES
REFERRED TO IN FORM 603 DATED 23 DECEMBER 2016

Name:	Nathan Buzza	Director	
Sign:	______________________	Date:	23 December 2016

Transfer and Option Deed

Alcidion Group Limited

KAIN LAWYERS ABN 90 137 053 395
315 Wakefield Street Adelaide South Australia 5000
T 08 7220 0900 | W kainlawyers.com.au

Contents

Parties

Date

The 21 day of DECEMBER 2016

Name	Alcidion Group Limited ('**Alcidion**')
ACN	143 142 410
Address	Level 2, 40 Greenhill Road, Wayville, South Australia, 5034

Name	BSPE Medical Technology Pty Ltd as trustee for the BSPE Medical Technology Trust ('**BSPE**')
ACN	ACN 152 778 544
Address	"Port" Office Suite, Level 2, 40 Edward Street, Brisbane, Queensland, 4000

Name	Raymond Howard Blight ('**Blight**')
Address	15 Oceanview Crescent, Mount Osmond, South Australia, 5064

Name	Malcolm Pradhan ('**Pradhan**')
Address	26 Burke Street, Tusmore, South Australia, 5065

Name	Nathan Buzza ('**Buzza**')
Address	19 Windarra Drive, City Beach, Western Australia, 6015

Name	Allure Capital Pty Ltd as trustee for the Buzza Family Trust ('**Allure Capital**')
ACN	152 310 766
Address	C/- Van Mannen Burson, Suite 6, 100 Hay Street, Subiaco, Western Australia, 6008

Introduction

A. Blight, BSPE and Pradhan have each agreed to transfer the First Tranche Securities and the Second Tranche Securities to Allure Capital on the terms and conditions of this Deed.

B. Blight, BSPE and Pradhan have also agreed to grant to Allure Capital an option to purchase the Blight Option Shares, the BSPE Option Shares and the Pradhan Option Shares (respectively) on the terms and conditions of this Deed.

Operative Terms

1 Dictionary

In this Deed, unless the contrary intention appears:

Term	Meaning
Act	the *Corporations Act* 2001 (Cth)
Allure Capital Warranties	the warranties and representations given by Allure Capital pursuant to **clause 9.3** and in **Annexure B**
Blight Exercise Notice	a notice exercising the Blight Option in substantially the same form as set out in **Annexure C**
Blight First Tranche Securities	3,110,105 fully paid ordinary shares in the Company
Blight Option	the option granted by Blight to Allure Capital under **clause 6**
Blight Option Completion	completion of the sale and purchase of the Blight Option Shares
Blight Option Price	$31,001.80 (being $0.05 per Blight Option Share)
Blight Option Shares	620,036 fully paid ordinary shares in the Company
Blight Second Tranche Securities	609,825 fully paid ordinary shares in the Company
Board	the board of directors of the Company as constituted from time to time
BSPE Exercise Notice	a notice exercising the BSPE Option in substantially the same form as set out in **Annexure D**
BSPE First Tranche Securities	5,016,008 fully paid ordinary shares in the Company
BSPE Option	the option granted by BSPE to Allure Capital under **clause 7**
BSPE Option	completion of the sale and purchase of the BSPE Option Shares

Term	Meaning
Completion	
BSPE Option Price	$50,000 (being $0.05 per BSPE Option Share)
BSPE Option Shares	1,000,000 fully paid ordinary shares in the Company
BSPE Second Tranche Securities	983,531 fully paid ordinary shares in the Company
Business Day	a day that is not a Saturday, Sunday, public holiday or bank holiday in South Australia
Claim	includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, loss, cost, expense or liability however arising and whether known or unknown; past, present or future; based in contract, tort or statute; involving a third party or a party to this Deed; and for interest or costs
Company	Alcidion Group Limited, ACN 143 142 410
Constitution	the Constitution of the Company
Deed	this deed
Encumbrance	mortgage, pledge, hypothecation, lien or security interest (as defined in the *Personal Property Securities Act* 2009 (Cth)), whether statutory or legal or equitable and whether registered or unregistered and includes any retention of title, but excluding any restrictions or interests arising under the Voluntary Escrow Deed
Exercise Notice	a notice exercising the Option in substantially the same form as set out in **Annexure C**
First Tranche Securities	together, the Blight First Tranche Securities, the BSPE First Tranche Securities and the Pradhan First Tranche Securities
FY17 Results Release Time	the time and date on which Alcidion Group Limited releases its Appendix 4E – Preliminary Final Report in respect of the financial year ending 30 June 2017 to the Australian Securities Exchange
Loss	any loss, damage, cost, interest, expense, fee, penalty, fine, forfeiture, assessment, demand, action, suit, Claim, proceeding, cause of action, liability or damages incurred by a person

Term	Meaning
Option Period	the period commencing at the FY17 Results Release Time and expiring at 5.00 pm on the date that is 20 Business Days after the FY17 Results Release Time
Option	the Blight Option, BSPE Option or Pradhan Option, as applicable
Pradhan Exercise Notice	a notice exercising the Pradhan Option in substantially the same form as set out in **Annexure E**
Pradhan First Tranche Securities	4,413,907 fully paid ordinary shares in the Company
Pradhan Option	the option granted by Pradhan to Allure Capital under **clause 8**
Pradhan Option Completion	completion of the sale and purchase of the Pradhan Option Shares
Pradhan Option Price	$43,998.20 (being $0.05 per Pradhan Option Share)
Pradhan Option Shares	879,964 fully paid ordinary shares in the Company
Pradhan Second Tranche Securities	865,472 fully paid ordinary shares in the Company
Second Tranche Securities	together, the Blight Second Tranche Securities, the BSPE Second Tranche Securities and the Pradhan Second Tranche Securities
Seller	each of BSPE, Blight and Pradhan
Seller Warranties	the warranties and representations given by each Seller pursuant to **clause 9.2** and in **Annexure A**, and '**Seller Warranty**' means any of them
Voluntary Escrow Deed	the voluntary escrow deed to be entered into on or about the date of this Deed, between the Company, Buzza and Allure Capital, in respect of the Second Tranche Securities

2 Rules of interpretation

(a) Any provision of this Deed that would otherwise be invalid must be read down to any extent necessary to be valid. If that is not possible, it must be severed. All other provisions of this Deed are unaffected.

(b) A provision of this Deed must not be construed to the disadvantage of a party because that party was responsible for including or drafting that provision and/or that provision benefits that party.

(c) In this Deed, unless the contrary intention appears:

(i) a person includes any other legal entity and vice versa;

(ii) the singular includes the plural and vice versa;

(iii) a gender includes the other gender;

(iv) where an expression is defined, its other grammatical forms have a corresponding meaning;

(v) a clause, schedule or annexure is a clause of or a schedule and/or annexure to this Deed;

(vi) reference to a document is to that document as amended or varied;

(vii) any legislation includes any subordinate legislation and amendments;

(viii) 'writing', 'written' and 'in writing' include any mode of representing or re-producing words in a visible form;

(ix) conduct includes any act, omission, representation, statement or undertaking whether or not in writing; and

(x) 'including', or similar words, does not limit what else might be included.

(d) Headings are for convenience and do not affect the interpretation of this Deed.

(e) Where a warranty is given by one or more of the Sellers under this Deed, that warranty is given severally by each Seller in respect of itself only and not jointly or jointly and severally.

3 Transfer of securities

3.1 Transfer of First Tranche Securities

On the date on which this Deed is executed by all parties:

(a) BSPE:

(i) agrees to transfer the BSPE First Tranche Securities free from Encumbrances to Allure Capital for nil consideration by way of an off-market transfer; and

(ii) must deliver to Allure Capital an off-market share transfer form duly executed by BSPE in respect of the BSPE First Tranche Securities;

(b) Blight:

(i) agrees to transfer the Blight First Tranche Securities free from Encumbrances to Allure Capital for nil consideration by way of an off-market transfer; and

(ii) must deliver to Allure Capital an off-market share transfer form duly executed by Blight in respect of the Blight First Tranche Securities;

(c) Pradhan:

(i) agrees to transfer the Pradhan First Tranche Securities free from Encumbrances to Allure Capital for nil consideration by way of an off-market transfer; and

(ii) must deliver to Allure Capital an off-market share transfer form duly executed by Pradhan in respect of the Pradhan First Tranche Securities; and

(d) Allure Capital:

(i) agrees to acquire the First Tranche Securities for nil consideration; and

(ii) must execute the off-market share transfer forms provided by BSPE, Blight and Pradhan under **clauses 3.1(a)** to **3.1(c)** and lodge fully signed versions of those forms with Alcidion for registration.

3.2 Transfer of Second Tranche Securities

On the date on which this Deed is executed by all Parties:

(a) BSPE:

(i) agrees to transfer the BSPE Second Tranche Securities free from Encumbrances to Allure Capital for nil consideration by way of an off-market transfer; and

(ii) must deliver to Allure Capital an off-market share transfer form duly executed by BSPE in respect of the BSPE Second Tranche Securities;

(b) Blight:

(i) agrees to transfer the Blight Second Tranche Securities free from Encumbrances to Allure Capital for nil consideration by way of an off-market transfer; and

(ii) must deliver to Allure Capital an off-market share transfer form duly executed by Blight in respect of the Blight Second Tranche Securities;

(c) Pradhan:

(i) agrees to transfer the Pradhan Second Tranche Securities free from Encumbrances to Allure Capital for nil consideration by way of an off-market transfer; and

(ii) must deliver to Allure Capital an off-market share transfer form duly executed by Pradhan in respect of the Pradhan Second Tranche Securities.

(d) Allure Capital:

(i) agrees to acquire the Second Tranche Securities for nil consideration; and

(ii) must execute the off-market share transfer forms provided by BSPE, Blight and Pradhan under **clauses 3.2(a)** and **3.2(c)** and lodge fully signed versions of those forms with Alcidion for registration.

4 Obligations of the Company

On receipt by the Company of duly executed off-market share transfer forms for the First Tranche Securities and the Second Tranche Securities, the Company must:

(a) instruct the Company's share registry to register Allure Capital in the register of members of the Company in respect of the transfer of the First Tranche Securities and the Second Tranche Securities; and

(b) issue or cause to be issued to Allure Capital a relevant CHESS holding statement in respect of the First Tranche Securities and the Second Tranche Securities by no later than 10 Business Days after the date of this Deed.

5 Notification obligations

Buzza and Allure Capital must provide to the Company:

(a) all information and assistance necessary for the Company to complete an Appendix 3Y (Change of director's interest); and

(b) if necessary, a duly completed Form 603 (Notice of substantial holder),

to reflect the changes in their respective interests in the Company's shares due to the transactions set out in this Deed, as soon as reasonably practicable after the date of this Deed and, in any event, by no later than 24 hours prior to the time that such documents are required to be released under the ASX Listing Rules and the Act.

6 Blight Option

6.1 Grant of Blight Option

(a) Blight grants to Allure Capital the Blight Option to purchase the Blight Option Shares for the Blight Option Price on the terms and conditions in this Deed.

(b) On exercise of the Blight Option, the Blight Option Shares must be sold free of any Encumbrance.

6.2 Exercise of Blight Option

(a) Allure Capital may exercise the Blight Option at any time during the Option Period by giving Blight a Blight Exercise Notice signed and dated by Allure Capital, but only if at the same time Allure Capital exercises the BSPE Option and the Pradhan Option.

(b) The Blight Exercise Notice must be for all the Blight Option Shares.

(c) Blight Option Completion will take place on the date that is 10 Business Days after a duly signed and dated Blight Exercise Notice has been delivered to Blight.

6.3 Effect of notice

On delivery by Allure Capital to Blight of a duly signed and dated Blight Exercise Notice, a legally binding agreement will come into existence under which Blight must sell and Allure Capital must buy the Blight Option Shares for the Blight Option Price.

6.4 Lapse of Blight Option

If the Blight Option is not exercised by Allure Capital in the Option Period in respect of all of the Blight Option Shares, the Blight Option will automatically lapse and neither party will have any further rights or claims against the other party concerning the Blight Option.

6.5 Blight Option Completion

Subject to the Blight Option being validly exercised in accordance with this Deed:

(a) Blight Option Completion must take place at the offices of the Company or at such other time and place as the parties agree;

(b) at Blight Option Completion

(i) Blight must give Allure Capital, properly executed by all relevant parties except Allure Capital and in registrable form (where applicable) an off-market transfer form for the Blight Option Shares in favour of Allure Capital.

(ii) Allure Capital must pay the Blight Option Price for the Blight Option Shares to Blight by electronic funds transfer, by bank cheque or as Blight otherwise directs in writing.

(iii) each of Blight and Allure Capital must do all things reasonably required by another party to vest the full possession and benefit of the Blight Option Shares in Allure Capital.

(c) on and from Blight Option Completion, property in, legal and beneficial title to and risk of the Blight Option Shares passes from Blight to Allure Capital.

7 BSPE Option

7.1 Grant of BSPE Option

(a) BSPE grants to Allure Capital the BSPE Option to purchase the BSPE Option Shares for the BSPE Option Price on the terms and conditions in this Deed.

(b) On exercise of the BSPE Option, the BSPE Option Shares must be sold free of any Encumbrance.

7.2 Exercise of BSPE Option

(a) Allure Capital may exercise the BSPE Option at any time during the Option Period by giving BSPE a BSPE Exercise Notice signed and dated by Allure Capital, but only if at the same time Allure Capital exercises the Blight Option and the Pradhan Option.

(b) The BSPE Exercise Notice must be for all the BSPE Option Shares.

(c) BSPE Option Completion will take place on the date that is 10 Business Days after a duly signed and dated BSPE Exercise Notice has been delivered to BSPE.

7.3 Effect of notice

On delivery by Allure Capital to BSPE of a duly signed and dated BSPE Exercise Notice, a legally binding agreement will come into existence under which BSPE must sell and Allure Capital must buy the BSPE Option Shares for the BSPE Option Price.

7.4 Lapse of BSPE Option

If the BSPE Option is not exercised by Allure Capital in the Option Period in respect of all of the BSPE Option Shares, the BSPE Option will automatically lapse and neither party will have any further rights or claims against the other party concerning the BSPE Option.

7.5 BSPE Option Completion

Subject to the BSPE Option being validly exercised in accordance with this Deed:

(a) BSPE Option Completion must take place at the offices of the Company or at such other time and place as the parties agree;

(b) at BSPE Option Completion

  (i) BSPE must give Allure Capital, properly executed by all relevant parties except Allure Capital and in registrable form (where applicable) an off-market transfer form for the BSPE Option Shares in favour of Allure Capital;

  (ii) Allure Capital must pay the BSPE Option Price for the BSPE Option Shares to BSPE by electronic funds transfer, by bank cheque or as BSPE otherwise directs in writing; and

  (iii) each of BSPE and Allure Capital must do all things reasonably required by another party to vest the full possession and benefit of the BSPE Option Shares in the Allure Capital.

(c) on and from BSPE Option Completion, property in, legal and beneficial title to and risk of the BSPE Option Shares passes from BSPE to Allure Capital.

8 Pradhan Option

8.1 Grant of Pradhan Option

(a) Pradhan grants to Allure Capital the Pradhan Option to purchase the Pradhan Option Shares for the Pradhan Option Price on the terms and conditions in this Deed.

(b) On exercise of the Pradhan Option, the Pradhan Option Shares must be sold free of any Encumbrance.

8.2 Exercise of Pradhan Option

(a) Allure Capital may exercise the Pradhan Option at any time during the Option Period by giving Pradhan a Pradhan Exercise Notice signed and dated by Allure Capital, but only if at the same time Allure Capital exercises the BSPE Option and the Blight Option.

(b) The Pradhan Exercise Notice must be for all the Pradhan Option Shares.

(c) Pradhan Option Completion will take place on the date that is 10 Business Days after a duly signed and dated Pradhan Exercise Notice has been delivered to Pradhan.

8.3 Effect of notice

On delivery by Allure Capital to Pradhan of a duly signed and dated Pradhan Exercise Notice, a legally binding agreement will come into existence under which Pradhan must sell and Allure Capital must buy the Pradhan Option Shares for the Pradhan Option Price.

8.4 Lapse of Pradhan Option

If the Pradhan Option is not exercised by Allure Capital in the Option Period in respect of all of the Pradhan Option Shares, the Pradhan Option will automatically lapse and neither party will have any further rights or claims against the other party concerning the Pradhan.

8.5 Pradhan Option Completion

Subject to the Pradhan Option being validly exercised in accordance with this Deed:

(a) Pradhan Option Completion must take place at the offices of the Company or at such other time and place as the parties agree;

(b) at Pradhan Option Completion:

  (i) Pradhan must give Allure Capital, properly executed by all relevant parties except Allure Capital and in registrable form (where applicable) an off-market transfer form for the Pradhan Option Shares in favour of Allure Capital;

  (ii) Allure Capital must pay the Pradhan Option Price for the Pradhan Option Shares to Pradhan by electronic funds transfer, by bank cheque or as Pradhan otherwise directs in writing; and

  (iii) each of Pradhan and Allure Capital must do all things reasonably required by another party to vest the full possession and benefit of the Pradhan Option Shares in the Allure Capital.

(c) on and from Pradhan Option Completion, property in, legal and beneficial title to and risk of the Pradhan Option Shares passes from Pradhan to Allure Capital.

9 Warranties

9.1 Exclusion of implied terms

Except as expressly stated in this Deed:

(a) no condition, warranty, representation, term, provision or undertaking is given by any party; and

(b) all conditions, warranties, representations, terms, provisions and undertakings are excluded to the extent permissible by law.

9.2 Seller Warranties

(a) Each Seller warrants and represents to Allure Capital (who relies upon each warranty and representation in entering into and completing this Deed) that on the date of this Deed each of the Seller Warranties is true, accurate and not misleading in respect of that Seller and the shares it holds only.

(b) None of the Sellers gives any Seller Warranty regarding any of the other Sellers or the shares held by those other Sellers.

9.3 Allure Capital Warranties

Allure Capital warrants and represents to each Seller (who relies upon each warranty and representation in entering into and completing this Deed) that on the date of this Deed each of the Allure Capital Warranties are true, accurate and not misleading.

9.4 Application of warranties

Each Seller Warranty and Allure Capital Warranty:

(a) remains effective after completion of the transfer of any shares under this Deed; and

(b) is separate and independent, and is not limited by reference to any other warranty or term of this Deed.

10 Obligations of the Company

On receipt by the Company of duly executed off-market share transfer forms for the Blight Option Shares, BSPE Option Shares and Pradhan Option Shares, the Company must:

(a) instruct the Company's share registry to register Allure Capital in the register of members of the Company in respect of the transfer of the Blight Option Shares, BSPE Option Shares and Pradhan Option Shares; and

(b) issue or cause to be issued to Allure Capital a relevant CHESS holding statement in respect of the Blight Option Shares, BSPE Option Shares and Pradhan Option Shares by no later than 10 Business Days after the registration of those transfers.

11 Notification obligations

Buzza and Allure Capital must provide to the Company:

(a) all information and assistance necessary for the Company to complete an Appendix 3Y (Change of director's interest); and

(b) a duly completed Form 604 (Notice of change of interests of substantial holder),

to reflect the changes in their respective interests in the Company's shares due to exercise of the Blight Option, BSPE Option and Pradhan Option, as soon as reasonably practicable after the exercise of those options and, in any event, by no later than 24 hours prior to the time that such documents are required to be released under the ASX Listing Rules and the Act.

12 Standard terms

12.1 Entire agreement

This Deed records the entire agreement between the parties as to its subject matter.

12.2 Governing law

The laws in Western Australia govern this Deed. The parties submit to the non-exclusive jurisdiction of the Courts of Western Australia and the Federal Court of Australia (Perth Registry).

12.3 Costs

(a) The parties (other than the Company) must bear their own costs in relation to the negotiation, preparation and execution of the Deed and related ancillary documentation, and otherwise the parties (other than the Company) must bear their own costs.

(b) Allure Capital must pay by the due date all registration fees and any other government charges payable in respect of this Deed.

(c) BSPE, Blight and Pradhan must, in equal proportions, pay the costs of the Company in relation to the negotiation, preparation and execution of the Deed and related ancillary documentation.

12.4 Consents, approvals, requests and notices

(a) Where conduct requires a consent or approval, that consent or approval must be given before that conduct occurs.

(b) Any consent or approval may be subject to reasonable conditions.

(c) A consent, approval, request or notice must be in writing and signed by the party or their agent. It may be given by:

(i) pre-paid post to the address on page 1 or last notified to all parties;

(ii) email or facsimile to the address or number last notified to all parties; or

(iii) any other means allowed by law.

(d) Unless stated otherwise, a copy of any consent, approval, request or notice must be given to each party.

(e) A consent, approval, request or notice, if validly given, is taken to have been received:

(i) if sent by pre-paid post, six business days (if posted within Australia to an address in Australia) or 12 business days (if posted from one country to another) after the date of posting;

(ii) if sent by email and the sender does not receive a bounce message notifying the sender that the email has failed to be delivered:

(A) during business hours, on the day the notice is sent; and

(B) outside business hours, at 10.00 am on the next business day;

(iii) if sent by facsimile and the sender receives a transmission confirmation report:

(A) during business hours, on the day the notice is sent; and

(B) outside business hours, at 10.00 am on the next business day; or

(iv) at any other time allowed by law.

(f) Where two or more persons comprise a party, notice to one is effective notice to all

12.5 Payments

(a) Unless stated otherwise, a reference to money means Australian currency.

(b) Unless stated otherwise or required by law, payments must be made in immediately available funds and without set off or deduction.

12.6 Parties

A party includes the party's successors and permitted assigns.

12.7 Execution

(a) This Deed (and any other document contemplated by this Deed) may be signed in counterparts. Each counterpart is taken to be an original. All counterparts together constitute one deed. A signed counterpart may be delivered by facsimile or by PDF copy attachment to an email transmission.

(b) A person signing this Deed on behalf of a party warrants that they have authority to bind that party for that purpose.

Execution

This Deed is executed as a deed.

Alcidion Group Limited (ACN 143 142 410)

Signature of director	RAYMOND BLIGHT Name of director
Signature of ~~director~~ / company secretary	DUNCAN CRAIG Name of ~~director~~ company secretary

BSPE Medical Technology Pty Ltd (ACN 152 778 544) as trustee for the BSPE Medical Technology Trust

Signature of director	Name of director
Signature of director / company secretary	Name of director company secretary

Raymond Howard Blight

Signature	Signature of witness	DUNCAN CRAIG Name of witness

Malcom Pradhan

Signature	Signature of witness	DUNCAN CRAIG Name of witness

Execution

This Deed is executed as a deed.

Alcidion Group Limited (ACN 143 142 410)

....	....
Signature of director	Name of director
....	....
Signature of director / company secretary	Name of director company secretary

---

BSPE Medical Technology Pty Ltd (ACN 152 778 544) as trustee for the BSPE Medical Technology Trust

....	....
Signature of director	Name of director
Alexander McNab	Jane Prior
....	....
Signature of director / company secretary	Name of director company secretary

---

Raymond Howard Blight

....	....	....
Signature	Signature of witness	Name of witness

Malcom Pradhan

....	....	....
Signature	Signature of witness	Name of witness

Allure Capital Pty Ltd (ACN 152 310 766) as trustee of the Buzza Family Trust

.... Signature of director	Nathan Buzza Name of director
.... Signature of director / company secretary	Trudi Buzza Name of director company secretary

Nathan Buzza

.... Signature	.... Signature of witness	Trudi Buzza Name of witness

F1205182

Annexure A

Seller's Warranties

1 **Capacity**

(a) The Seller has the power to enter into and perform its obligations under this Deed.

(b) The obligations of the Seller under this Deed are valid and binding and enforceable against it in accordance with their terms.

(c) Where the Seller is a body corporate it is duly incorporated and validly exists under the law.

(d) This Deed does not conflict with, constitute or result in a breach or default of the terms or provisions of any agreement, deed, writ, order, injunction, law, rule or regulation to which the Seller is party or by which the Seller is bound.

2 **Title**

In regards to any shares being sold by the Seller under this Deed including any shares sold as a result of exercise of an Option ('**Relevant Shares**'):

(a) the Seller has the complete and unrestricted and right to sell, assign and transfer the Relevant Shares to Allure Capital;

(b) the Seller has not disposed of, agreed to dispose of, or granted any option over, any Relevant Share or any interest in any Relevant Share;

(c) all of the Relevant Shares are fully paid and were validly issued;

(d) at completion of the sale of the Relevant Shares, Allure Capital will receive absolute legal and beneficial ownership of, and title to the Relevant Shares free from any Encumbrance;

(e) there is no restriction on transfer of any Relevant Shares to Allure Capital contained in the Constitution or any other document that will not be waived prior completion of the transfer of the Relevant Shares; and

(f) no person will hold a right of pre-emption in respect of the sale and transfer of the Relevant Shares that will not be waived prior to or at completion of the transfer of the Relevant Shares.

Annexure B

Allure Capital Warranties

(a) Allure Capital is duly incorporated and validly exists under the law.

(b) Allure Capital has the power to enter into and perform its obligations under this Deed.

(c) The obligations of Allure Capital under this Deed are valid and binding and enforceable against it in accordance with their terms.

(d) This Deed does not conflict with, constitute or result in a breach or default of Allure Capital's constitution or the terms or provisions of any Deed, deed, writ, order, injunction, law, rule or regulation to which Allure Capital is party or by which Allure Capital is bound.

Annexure C

Blight Exercise Notice

To: Raymond Howard Blight ('**Blight**')

Blight, in accordance with the Transfer and Option Deed dated [insert date] between Allure Capital Pty Ltd (ACN 152 310 766) as trustee of the Buzza Family Trust ('**Allure Capital**'), Blight and others, granted to Allure Capital an option to require Blight to sell to Allure Capital the Blight Option Shares.

Notice is given by Allure Capital to Blight in accordance with **clause 6.2** of the Transfer and Option Deed that Allure Capital irrevocably exercises the Blight Option over the Blight Option Shares in accordance with the terms set out in the Transfer and Option Deed.

We confirm that we have today also exercised the BSPE Option and the Pradhan Option (as those terms are defined under the Transfer and Option Deed).

Dated:

Allure Capital Pty Ltd (ACN 152 310 766) as trustee of the Buzza Family Trust

.... Signature of director	.... Name of director
.... Signature of director / company secretary	.... Name of director company secretary

Capitalised terms used in this Exercise Notice have the same meaning as defined in the Transfer and Option Deed.

Annexure D

BSPE Exercise Notice

To: BSPE Medical Technology Pty Ltd (ACN 152 778 544) as trustee for the BSPE Medical Technology Trust ('**BSPE**')

BSPE, in accordance with the Transfer and Option Deed dated [insert date] between Allure Capital Pty Ltd (ACN 152 310 766) as trustee of the Buzza Family Trust ('**Allure Capital**'), BSPE and others, granted to Allure Capital an option to require BSPE to sell to Allure Capital the BSPE Option Shares.

Notice is given by Allure Capital to BSPE in accordance with **clause 7.2** of the Transfer and Option Deed that Allure Capital irrevocably exercises the BSPE Option over the BSPE Option Shares in accordance with the terms set out in the Transfer and Option Deed.

We confirm that we have today also exercised the Blight Option and the Pradhan Option (as those terms are defined under the Transfer and Option Deed).

Dated:

Allure Capital Pty Ltd (ACN 152 310 766) as trustee of the Buzza Family Trust

....	....
Signature of director	Name of director
....	....
Signature of director / company secretary	Name of director company secretary

Capitalised terms used in this Exercise Notice have the same meaning as defined in the Transfer and Option Deed.

Annexure E

Pradhan Exercise Notice

To: Malcolm Pradhan ('**Pradhan**')

Pradhan, in accordance with the Transfer and Option Deed dated [insert date] between Allure Capital Pty Ltd (ACN 152 310 766) as trustee of the Buzza Family Trust ('**Allure Capital**'), Pradhan and others, granted to Allure Capital an option to require Pradhan to sell to Allure Capital the Pradhan Option Shares.

Notice is given by Allure Capital to Pradhan in accordance with **clause 8.2** of the Transfer and Option Deed that Allure Capital irrevocably exercises the Pradhan Option over the Pradhan Option Shares in accordance with the terms set out in the Transfer and Option Deed.

We confirm that we have today also exercised the BSPE Option and the Pradhan Option (as those terms are defined under the Transfer and Option Deed).

Dated:

Allure Capital Pty Ltd (ACN 152 310 766) as trustee of the Buzza Family Trust

....	....
Signature of director	Name of director
....	....
Signature of director / company secretary	Name of director company secretary

Capitalised terms used in this Exercise Notice have the same meaning as defined in the Transfer and Option Deed.

Form 605

Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To Company Name/Scheme	ALCIDION GROUP LIMITED
ACN/ARSN	77 143 142 410

1. Details of substantial holder(1)

Name	ALLURE CAPITAL PTY LTD
ACN/ARSN (if applicable)	152 310 766

The holder ceased to be a substantial holder on	23 / 12 / 16
The previous notice was given to the company on	14 / 09 / 16
The previous notice was dated	14 / 09 / 16

2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to change(5)	Class (6) and number of securities affected	Person's votes affected
23/12/2016	Allure Capital Pty Ltd	Off Market Transfer	$1,003,202	12,540,020	12,540,020

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) 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

4. Addresses

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

Name	Address
Nathan Buzza	19 Windarra Drive, City Beach WA 6015

Signature

print name Nathan Buzza capacity Director

sign here date 23 / 12 / 16

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 4 of the form.

(2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.

(3) See the definition of "associate" in section 9 of the Corporations Act 2001.

(4) 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.

(5) 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.

(6) The voting shares of a company constitute one class unless divided into separate classes.

(7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.