



1 February 2007

Manager Announcements
Company Announcements Office
Australian Stock Exchange Limited
Level 4
Exchange Centre
20 Bridge Street
SYDNEY NSW 2000

Dear Sir,

NOTICES OF SUBSTANTIAL HOLDER

Please find attached copies of replacement notices of substantial holding received by Advance Healthcare Group Limited today.

Yours faithfully,
for **ADVANCE HEALTHCARE GROUP LIMITED**

A handwritten signature in black ink, appearing to read 'Karen E V Brown', is written over a horizontal line.

Karen E V Brown
Company Secretary

Form 604

Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Advanced Healthcare Group Limited

ACN/ARSN 002 695 589

1. Details of substantial holder(1)

Name PharmAust Limited

ACN/ARSN (if applicable) 094 006 023

There was a change in the interests of the substantial holder on 31 / 7 / 2006

The previous notice was given to the company on 28 / 7 / 2006

The previous notice was dated 28 / 7 / 2006

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 | 7,718,586 | 5.01% | 9,435,059 | 6.15% |
| | | | | |

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 |
|----------------|--|----------------------|---|---|-------------------------|
| 31/07/2006 | PharmAust Limited | Share Purchase | \$171 | 1,716,473 | 1,716,473 |
| | | | | | |

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 |
|-----------------------------|---------------------------------|--|---------------------------------|--------------------------------|----------------|
| PharmAust Limited | PharmAust Limited | PharmAust Limited | Beneficial Holder | 9,435,059 | 9,435,059 |
| | | | | | |

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Advance Healthcare Group

ACN/ARSN 002 695 589

1. Details of substantial holder (1)

Name PharmAust Limited
ACN / ARSN (if applicable) 094 006 023

The holder became a substantial holder on 28 / 07 / 06.

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 | Persons' votes (5) | Voting power (6) |
|----------------------------|----------------------|--------------------|------------------|
| Fully Paid Ordinary Shares | 7,718,586 | 7,718,586 | 5.01% |

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 |
|-----------------------------|---------------------------------|--------------------------------|
| PharmAust Limited | Beneficial Holder | FPO 7,718,586 |

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 |
|-----------------------------|---------------------------------|--|--------------------------------|
| PharmAust Limited | PharmAust Limited | PharmAust Limited | FPO 7,718,586 |

5. Consideration

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

| Holder of relevant interest | Date of acquisition | Consideration (9) | | Class and number of securities |
|-----------------------------|---------------------|-------------------|-----------|--------------------------------|
| | | Cash | Non-cash | |
| PharmAust Limited | 28/07/2006 | \$771 | \$268,378 | FPO 7,718,586 |

6. Associates

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

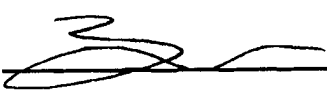
| Name and ACN/ARSN (if applicable) | Nature of association |
|-----------------------------------|-----------------------|
| | |
| | |
| | |

7. Addresses

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

| Name | Address |
|-------------------|---|
| PharmAust Limited | Level 2, 45 Stirling Hwy, Nedlands W.A 6009 |
| | |

Signature

print name Bryant McLarty Director capacity
 sign here  date 28 / 7 / 2006

DIRECTIONS

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

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

SANTINO DI GIACOMO

AND

**PHARMAUST LIMITED
(ACN 094 006 023)**

SHARE SALE DEED

THIS DEED is made the 25TH day of July 2006.

BETWEEN:

SANTINO DI GIACOMO of 13 Melrose Crescent, Menora, Western Australia. ("Vendor")

AND

PHARMAUST LIMITED (ACN 094 006 023) of Level 2, 45 Stirling Highway, Nedlands, Western Australia ("PAA").

RECITALS:

- A. The Vendor is the legal and beneficial owner of 1,500,000 ordinary fully paid shares ("Sale Shares") in Advanced Healthcare Group Limited (ACN 002 695 589) (the "Company").
- B. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Sale Shares on the terms and conditions of this Deed.

THIS DEED WITNESSES THAT IN CONSIDERATION OF, AMONGST OTHER THINGS, THE MUTUAL PROMISES CONTAINED IN THIS DEED, THE PARTIES AGREE:

1. SALE AND PURCHASE OF SHARES

1.1 Sale and Purchase

The Vendor as legal and beneficial owner agrees to sell the Sale Shares to the Purchaser and the Purchaser agrees to buy the Sale Shares from the Vendor (together with all benefits, rights and entitlements accrued or attaching to the Sale Shares) free from encumbrances and for the purchase price consideration set out in clause 1.3. The Vendor will execute the transfer form annexed to this Deed as annexure "A" ("Transfer Form").

1.2 Title, Property and Risk

The title to, property in and risk of the Sale Shares:

- (a) until completion, remains solely with the Vendor; and
- (b) passes to the Purchaser on and from completion.

1.3 Payment of Purchase Price

The purchase price consideration will be paid by PAA to the Vendor as follows:

- (a) \$150.00 representing 0.01 cents per Sale Share (and at which time title in the Shares will pass to PAA); and
- (b) a consideration of \$52,350 representing 3.49 cents per Sale Share only in the event of the merger of the undertakings of PAA and the Company ("**Merger**"), and this further sum will be paid upon completion of the Merger. The Vendor may elect to receive the consideration the subject of this clause 1.3(b) in cash or, subject to any necessary shareholder approval of PAA, PAA shares (ordinary fully paid). In the event of the payment of the consideration by PAA shares, the value of the PAA shares will be determined as the average price calculated over the last 5 days on which sales of PAA shares were recorded prior to the relevant day of calculation.
- (c) Where an offer is made by PAA to other shareholders for an amount greater than 3.49 cents per share of the Company, then the calculation for payment to the Vendor made in clause 1.3(b) will be based on that new amount.
- (d) For the purposes of clause 1.3(b), either the purchase by PAA of more than 50% of the issued shares of the Company or the acquisition by PAA of the "Cottman" or "Pharmezy" assets will achieve the Merger.

2. COMPLETION

2.1 Registration of PAA as a Shareholder

PAA undertakes in favour of the Vendor to register the executed Transfer Form at the share registry of the Company as soon as reasonably practicable after execution of this Deed and the Transfer Form.

2.2 Completion

Completion of the sale and purchase of the Sale Shares is to occur on registration of the executed Transfer Form at the share registry of the Company. At completion PAA must pay the sum of \$150.00 (0.01 cents per Sale Share) by electronic funds transfer into the bank account of the Vendor, the details of which are:

| | |
|-----------------|-----------|
| Bank: | CBA |
| BSB Number: | 6142 |
| Account Number: | 1000 0419 |

3. OPTION TO BUY BACK SALE SHARES

3.1 Option

In the event that the Merger has not occurred at a date 12 months from the date of this Deed ("**Commencement Date**"), the Vendor shall have an option to buy back the Sale

Shares for no consideration for a period of 60 days only from the Commencement Date.

3.2 Exercise of Option

The option in clause 3.1 may only be exercised by the Vendors by delivery of a notice in writing to the registered office of PAA.

3.3 Transfer

Upon the exercise of the option in accordance with clause 3.2 the parties must execute a transfer form and deliver this transfer form to the share registry of the Company.

3.4 Undertaking by PAA

In order to facilitate the option in clause 3.1, PAA undertakes in favour of the Vendor that until the expiry of the option, it will not transfer the Sale Shares or otherwise encumber the Sale Shares in any way.

4. CONFIDENTIALITY

The terms of this Deed and the negotiations of the parties preceding the Deed are to remain strictly confidential to the parties and may only be disclosed:

- (a) as is necessary to enforce a party's respective rights and obligations under this Deed;
- (b) to their legal, accounting advisers;
- (c) with the written consent of all parties;
- (d) as required by law; or
- (e) by the Purchaser to the ASX.

5. MISCELLANEOUS

5.1 Governing Law

This Deed shall be governed by and construed in accordance with the laws of Western Australia and the parties submit themselves to the exclusive jurisdiction of the Courts of that State.

5.2 Further Assurance

Each party shall sign, execute and do all acts, documents and things that may be reasonably required in order to implement and give full effect to the provisions and purposes of this Deed whether before or after its execution.

5.3 **Costs**

- (a) Each party will bear their own costs in respect of the negotiation, preparation and completion of this Deed and the documents executed under it.
- (b) PAA will pay any stamp duty in respect of this Deed other than if the Vendor exercises the Option to purchase the Sale Shares, in which case the Vendor will pay any stamp duty.

5.4 **Variation**

No variation, modification or waiver of any provision of this Deed nor consent to any departure by any Party therefrom, shall in any event be of any force or effect unless the same shall be confirmed in writing, signed by the Parties and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.

5.5 **Severability**

If any provision of this Deed is void, voidable by any Party, unenforceable or illegal in any jurisdiction including being contrary to the Corporations Act or the ASX Listing Rules it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision (or where possible the offending words), shall be severed from this Deed without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Deed which will continue in full force and effect.

5.6 **Counterparts**

This Deed may be executed in any number of counterparts and by facsimile copies, all of which taken together constitute one and the same document. The execution of this Deed shall not be effective until the counterparts of it have been executed by the relevant parties and executed copies delivered to each other party.

EXECUTED by the parties as a DEED:

Signed for and on behalf of)
SANTINO DI GIACOMO by authority of)
its directors in accordance with section)
127(1) of the Corporations Act)

Signature of Director or Sole Director and Secretary

Signature of Secretary/Other Director

Print Name of Director or Sole Director and Secretary

Print Name of Secretary/Other Director

MR PETER BENSEN & MRS ELIZABETH BENSEN

AND

**PHARMAUST LIMITED
(ACN 094 006 023)**

SHARE SALE DEED

THIS DEED is made the 25TH day of July 2006.

BETWEEN:

MR PETER BENSEN & MRS ELIZABETH BENSEN of 31 Rainlover Court, Darling Downs, Western Australia. ("Vendor")

AND

PHARMAUST LIMITED (ACN 094 006 023) of Level 2, 45 Stirling Highway, Nedlands, Western Australia ("PAA").

RECITALS:

- A. The Vendor is the legal and beneficial owner of 1,006,138 ordinary fully paid shares ("Sale Shares") in Advanced Healthcare Group Limited (ACN 002 695 589) (the "Company").
- B. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Sale Shares on the terms and conditions of this Deed.

THIS DEED WITNESSES THAT IN CONSIDERATION OF, AMONGST OTHER THINGS, THE MUTUAL PROMISES CONTAINED IN THIS DEED, THE PARTIES AGREE:

1. SALE AND PURCHASE OF SHARES

1.1 Sale and Purchase

The Vendor as legal and beneficial owner agrees to sell the Sale Shares to the Purchaser and the Purchaser agrees to buy the Sale Shares from the Vendor (together with all benefits, rights and entitlements accrued or attaching to the Sale Shares) free from encumbrances and for the purchase price consideration set out in clause 1.3. The Vendor will execute the transfer form annexed to this Deed as annexure "A" ("Transfer Form").

1.2 Title, Property and Risk

The title to, property in and risk of the Sale Shares:

- (a) until completion, remains solely with the Vendor; and
- (b) passes to the Purchaser on and from completion.

1.3 Payment of Purchase Price

The purchase price consideration will be paid by PAA to the Vendor as follows:

- (a) \$100.61 representing 0.01 cents per Sale Share (and at which time title in the Shares will pass to PAA); and
- (b) a consideration of \$35,114.21 representing 3.49 cents per Sale Share only in the event of the merger of the undertakings of PAA and the Company ("**Merger**"), and this further sum will be paid upon completion of the Merger. The Vendor may elect to receive the consideration the subject of this clause 1.3(b) in cash or, subject to any necessary shareholder approval of PAA, PAA shares (ordinary fully paid). In the event of the payment of the consideration by PAA shares, the value of the PAA shares will be determined as the average price calculated over the last 5 days on which sales of PAA shares were recorded prior to the relevant day of calculation.
- (c) Where an offer is made by PAA to other shareholders for an amount greater than 3.49 cents per share of the Company, then the calculation for payment to the Vendor made in clause 1.3(b) will be based on that new amount.
- (d) For the purposes of clause 1.3(b), either the purchase by PAA of more than 50% of the issued shares of the Company or the acquisition by PAA of the "Cottman" or "Pharmezy" assets will achieve the Merger.

2. COMPLETION

2.1 Registration of PAA as a Shareholder

PAA undertakes in favour of the Vendor to register the executed Transfer Form at the share registry of the Company as soon as reasonably practicable after execution of this Deed and the Transfer Form.

2.2 Completion

Completion of the sale and purchase of the Sale Shares is to occur on registration of the executed Transfer Form at the share registry of the Company. At completion PAA must pay the sum of \$100.61 (0.01 cents per Sale Share) by electronic funds transfer into the bank account of the Vendor, the details of which are:

| | |
|-----------------|----------|
| Bank: | Bankwest |
| BSB Number: | 306 072 |
| Account Number: | 447 0545 |

3. OPTION TO BUY BACK SALE SHARES

3.1 Option

In the event that the Merger has not occurred at a date 12 months from the date of this Deed ("**Commencement Date**"), the Vendor shall have an option to buy back the Sale

Shares for no consideration for a period of 60 days only from the Commencement Date.

3.2 Exercise of Option

The option in clause 3.1 may only be exercised by the Vendors by delivery of a notice in writing to the registered office of PAA.

3.3 Transfer

Upon the exercise of the option in accordance with clause 3.2 the parties must execute a transfer form and deliver this transfer form to the share registry of the Company.

3.4 Undertaking by PAA

In order to facilitate the option in clause 3.1, PAA undertakes in favour of the Vendor that until the expiry of the option, it will not transfer the Sale Shares or otherwise encumber the Sale Shares in any way.

4. CONFIDENTIALITY

The terms of this Deed and the negotiations of the parties preceding the Deed are to remain strictly confidential to the parties and may only be disclosed:

- (a) as is necessary to enforce a party's respective rights and obligations under this Deed;
- (b) to their legal, accounting advisers;
- (c) with the written consent of all parties;
- (d) as required by law; or
- (e) by the Purchaser to the ASX.

5. MISCELLANEOUS

5.1 Governing Law

This Deed shall be governed by and construed in accordance with the laws of Western Australia and the parties submit themselves to the exclusive jurisdiction of the Courts of that State.

5.2 Further Assurance

Each party shall sign, execute and do all acts, documents and things that may be reasonably required in order to implement and give full effect to the provisions and purposes of this Deed whether before or after its execution.

5.3 Costs

- (a) Each party will bear their own costs in respect of the negotiation, preparation and completion of this Deed and the documents executed under it.
- (b) PAA will pay any stamp duty in respect of this Deed other than if the Vendor exercises the Option to purchase the Sale Shares, in which case the Vendor will pay any stamp duty.

5.4 Variation

No variation, modification or waiver of any provision of this Deed nor consent to any departure by any Party therefrom, shall in any event be of any force or effect unless the same shall be confirmed in writing, signed by the Parties and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.

5.5 Severability

If any provision of this Deed is void, voidable by any Party, unenforceable or illegal in any jurisdiction including being contrary to the Corporations Act or the ASX Listing Rules it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision (or where possible the offending words), shall be severed from this Deed without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Deed which will continue in full force and effect.

5.6 Counterparts

This Deed may be executed in any number of counterparts and by facsimile copies, all of which taken together constitute one and the same document. The execution of this Deed shall not be effective until the counterparts of it have been executed by the relevant parties and executed copies delivered to each other party.

EXECUTED by the parties as a DEED:

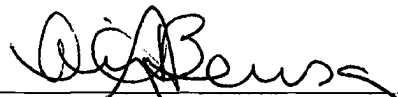
Signed for and on behalf of)
 P & E BENSEN by authority of its directors)
 in accordance with section 127(1) of the)
 Corporations Act)



 Signature of Director or Sole Director and Secretary

Peter J. Benson.

 Print Name of Director or Sole Director and Secretary



 Signature of Secretary/Other Director

Liz Benson.

 Print Name of Secretary/Other Director

SIGNED by * in the presence of:)
) _____
*

WITNESS:


Signature:

Full Name:

Address:

Occupation:

SIGNED for and on behalf of)
PHARMAUST LIMITED)
(ACN 094 006 023) by authority of its)
directors in accordance with section 127(1) of)
the Corporations Act)



Signature of Director



Signature of Director/Secretary

BRANDON MURPHY

Print Name of Director

WILTON WILKES

Print Name of Director/Secretary

MILLCREST PTY LIMITED

ACN: 008 742 219

AND

PHARMAUST LIMITED
(ACN 094 006 023)

SHARE SALE DEED

THIS DEED is made the 25TH day of July 2006.

BETWEEN:

MILLCREST PTY LIMITED of 31 Rainlover Court, Darling Downs, Western Australia.
("Vendor")

AND

PHARMAUST LIMITED (ACN 094 006 023) of Level 2, 45 Stirling Highway, Nedlands,
Western Australia ("PAA").

RECITALS:

- A. The Vendor is the legal and beneficial owner of 4,715,841 ordinary fully paid shares ("Sale Shares") in Advanced Healthcare Group Limited (ACN 002 695 589) (the "Company").
- B. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Sale Shares on the terms and conditions of this Deed.

THIS DEED WITNESSES THAT IN CONSIDERATION OF, AMONGST OTHER THINGS, THE MUTUAL PROMISES CONTAINED IN THIS DEED, THE PARTIES AGREE:

1. SALE AND PURCHASE OF SHARES

1.1 Sale and Purchase

The Vendor as legal and beneficial owner agrees to sell the Sale Shares to the Purchaser and the Purchaser agrees to buy the Sale Shares from the Vendor (together with all benefits, rights and entitlements accrued or attaching to the Sale Shares) free from encumbrances and for the purchase price consideration set out in clause 1.3. The Vendor will execute the transfer form annexed to this Deed as annexure "A" ("Transfer Form").

1.2 Title, Property and Risk

The title to, property in and risk of the Sale Shares:

- (a) until completion, remains solely with the Vendor; and
- (b) passes to the Purchaser on and from completion.

1.3 Payment of Purchase Price

The purchase price consideration will be paid by PAA to the Vendor as follows:

- (a) \$471.58 representing 0.01 cents per Sale Share (and at which time title in the Shares will pass to PAA); and
- (b) a consideration of \$164,582.85 representing 3.49 cents per Sale Share only in the event of the merger of the undertakings of PAA and the Company ("Merger"), and this further sum will be paid upon completion of the Merger. The Vendor may elect to receive the consideration the subject of this clause 1.3(b) in cash or, subject to any necessary shareholder approval of PAA, PAA shares (ordinary fully paid). In the event of the payment of the consideration by PAA shares, the value of the PAA shares will be determined as the average price calculated over the last 5 days on which sales of PAA shares were recorded prior to the relevant day of calculation.
- (c) Where an offer is made by PAA to other shareholders for an amount greater than 3.49 cents per share of the Company, then the calculation for payment to the Vendor made in clause 1.3(b) will be based on that new amount.
- (d) For the purposes of clause 1.3(b), either the purchase by PAA of more than 50% of the issued shares of the Company or the acquisition by PAA of the "Cottman" or "Pharmezy" assets will achieve the Merger.

2. COMPLETION

2.1 Registration of PAA as a Shareholder

PAA undertakes in favour of the Vendor to register the executed Transfer Form at the share registry of the Company as soon as reasonably practicable after execution of this Deed and the Transfer Form.

2.2 Completion

Completion of the sale and purchase of the Sale Shares is to occur on registration of the executed Transfer Form at the share registry of the Company. At completion PAA must pay the sum of \$471.58 (0.01 cents per Sale Share) by electronic funds transfer into the bank account of the Vendor, the details of which are:

| | |
|-----------------|------------|
| Bank: | Bendigo |
| BSB Number: | 633 000 |
| Account Number: | 12812 4898 |

3. OPTION TO BUY BACK SALE SHARES

3.1 Option

In the event that the Merger has not occurred at a date 12 months from the date of this Deed ("Commencement Date"), the Vendor shall have an option to buy back the Sale

Shares for no consideration for a period of 60 days only from the Commencement Date.

3.2 Exercise of Option

The option in clause 3.1 may only be exercised by the Vendors by delivery of a notice in writing to the registered office of PAA.

3.3 Transfer

Upon the exercise of the option in accordance with clause 3.2 the parties must execute a transfer form and deliver this transfer form to the share registry of the Company.

3.4 Undertaking by PAA

In order to facilitate the option in clause 3.1, PAA undertakes in favour of the Vendor that until the expiry of the option, it will not transfer the Sale Shares or otherwise encumber the Sale Shares in any way.

4. CONFIDENTIALITY

The terms of this Deed and the negotiations of the parties preceding the Deed are to remain strictly confidential to the parties and may only be disclosed:

- (a) as is necessary to enforce a party's respective rights and obligations under this Deed;
- (b) to their legal, accounting advisers;
- (c) with the written consent of all parties;
- (d) as required by law; or
- (e) by the Purchaser to the ASX.

5. MISCELLANEOUS

5.1 Governing Law

This Deed shall be governed by and construed in accordance with the laws of Western Australia and the parties submit themselves to the exclusive jurisdiction of the Courts of that State.

5.2 Further Assurance

Each party shall sign, execute and do all acts, documents and things that may be reasonably required in order to implement and give full effect to the provisions and purposes of this Deed whether before or after its execution.

5.3 Costs

- (a) Each party will bear their own costs in respect of the negotiation, preparation and completion of this Deed and the documents executed under it.
- (b) PAA will pay any stamp duty in respect of this Deed other than if the Vendor exercises the Option to purchase the Sale Shares, in which case the Vendor will pay any stamp duty.

5.4 Variation

No variation, modification or waiver of any provision of this Deed nor consent to any departure by any Party therefrom, shall in any event be of any force or effect unless the same shall be confirmed in writing, signed by the Parties and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.

5.5 Severability

If any provision of this Deed is void, voidable by any Party, unenforceable or illegal in any jurisdiction including being contrary to the Corporations Act or the ASX Listing Rules it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision (or where possible the offending words), shall be severed from this Deed without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Deed which will continue in full force and effect.

5.6 Counterparts

This Deed may be executed in any number of counterparts and by facsimile copies, all of which taken together constitute one and the same document. The execution of this Deed shall not be effective until the counterparts of it have been executed by the relevant parties and executed copies delivered to each other party.

EXECUTED by the parties as a DEED:

Signed for and on behalf of)
 MILLCREST PTY LTD (ACN: 008 742)
 219) by authority of its directors in)
 accordance with section 127(1) of the)
 Corporations Act)

Signature of Director or Sole Director and Secretary

C. J. Johnson

Print Name of Director or Sole Director and Secretary

Signature of Secretary/Other Director

Peter S Benson

Print Name of Secretary/Other Director

SIGNED by * in the presence of:)
) _____
*

WITNESS:

Signature: *M Benson*
Full Name: MARGARET BENSON
Address: 28 DAVIES RD. DAWKLEITH. W.A.
Occupation: HOME DUTIES

SIGNED for and on behalf of)
PHARMAUST LIMITED)
(ACN 094 006 023) by authority of its)
directors in accordance with section 127(1) of)
the Corporations Act)

[Signature]

Signature of Director

[Signature]

Signature of Director/Secretary

ERIN MURPHY

Print Name of Director

WINTON WILKESSE

Print Name of Director/Secretary

FORTIS CLEARING NOMINEES PTY LIMITED

AND

**PHARMAUST LIMITED
(ACN 094 006 023)**

SHARE SALE DEED

THIS DEED is made the 25TH day of July 2006.

BETWEEN:

FORTIS CLEARING NOMINEES PTY LIMITED of Suite 1101, Level 11, 5 Elizabeth Street, Sydney, Western Australia. ("Vendor")

AND

PHARMAUST LIMITED (ACN 094 006 023) of Level 2, 45 Stirling Highway, Nedlands, Western Australia ("PAA").

RECITALS:

- A. The Vendor is the legal and beneficial owner of 1,433,139 ordinary fully paid shares ("Sale Shares") in Advanced Healthcare Group Limited (ACN 002 695 589) (the "Company").
- B. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Sale Shares on the terms and conditions of this Deed.

THIS DEED WITNESSES THAT IN CONSIDERATION OF, AMONGST OTHER THINGS, THE MUTUAL PROMISES CONTAINED IN THIS DEED, THE PARTIES AGREE:

1. SALE AND PURCHASE OF SHARES

1.1 Sale and Purchase

The Vendor as legal and beneficial owner agrees to sell the Sale Shares to the Purchaser and the Purchaser agrees to buy the Sale Shares from the Vendor (together with all benefits, rights and entitlements accrued or attaching to the Sale Shares) free from encumbrances and for the purchase price consideration set out in clause 1.3. The Vendor will execute the transfer form annexed to this Deed as annexure "A" ("Transfer Form").

1.2 Title, Property and Risk

The title to, property in and risk of the Sale Shares:

- (a) until completion, remains solely with the Vendor; and
- (b) passes to the Purchaser on and from completion.

1.3 Payment of Purchase Price

The purchase price consideration will be paid by PAA to the Vendor as follows:

- (a) \$138.31 representing 0.01 cents per Sale Share (and at which time title in the Shares will pass to PAA); and
- (b) a consideration of \$48,271.55 representing 3.49 cents per Sale Share only in the event of the merger of the undertakings of PAA and the Company ("Merger"), and this further sum will be paid upon completion of the Merger. The Vendor may elect to receive the consideration the subject of this clause 1.3(b) in cash or, subject to any necessary shareholder approval of PAA, PAA shares (ordinary fully paid). In the event of the payment of the consideration by PAA shares, the value of the PAA shares will be determined as the average price calculated over the last 5 days on which sales of PAA shares were recorded prior to the relevant day of calculation.
- (c) Where an offer is made by PAA to other shareholders for an amount greater than 3.49 cents per share of the Company, then the calculation for payment to the Vendor made in clause 1.3(b) will be based on that new amount.
- (d) For the purposes of clause 1.3(b), either the purchase by PAA of more than 50% of the issued shares of the Company or the acquisition by PAA of the "Cottman" or "Pharmezzy" assets will achieve the Merger.

2. COMPLETION

2.1 Registration of PAA as a Shareholder

PAA undertakes in favour of the Vendor to register the executed Transfer Form at the share registry of the Company as soon as reasonably practicable after execution of this Deed and the Transfer Form.

2.2 Completion

Completion of the sale and purchase of the Sale Shares is to occur on registration of the executed Transfer Form at the share registry of the Company. At completion PAA must pay the sum of \$138.31 (0.01 cents per Sale Share) by electronic funds transfer into the bank account of the Vendor, the details of which are:

| | |
|-----------------|----------|
| Bank: | Bendigo |
| BSB Number: | 633 000 |
| Account Number: | 12812 98 |

3. OPTION TO BUY BACK SALE SHARES

3.1 Option

In the event that the Merger has not occurred at a date 12 months from the date of this Deed ("Commencement Date"), the Vendor shall have an option to buy back the Sale

Shares for no consideration for a period of 60 days only from the Commencement Date.

3.2 Exercise of Option

The option in clause 3.1 may only be exercised by the Vendors by delivery of a notice in writing to the registered office of PAA.

3.3 Transfer

Upon the exercise of the option in accordance with clause 3.2 the parties must execute a transfer form and deliver this transfer form to the share registry of the Company.

3.4 Undertaking by PAA

In order to facilitate the option in clause 3.1, PAA undertakes in favour of the Vendor that until the expiry of the option, it will not transfer the Sale Shares or otherwise encumber the Sale Shares in any way.

4. CONFIDENTIALITY

The terms of this Deed and the negotiations of the parties preceding the Deed are to remain strictly confidential to the parties and may only be disclosed:

- (a) as is necessary to enforce a party's respective rights and obligations under this Deed;
- (b) to their legal, accounting advisers;
- (c) with the written consent of all parties;
- (d) as required by law; or
- (e) by the Purchaser to the ASX.

5. MISCELLANEOUS

5.1 Governing Law

This Deed shall be governed by and construed in accordance with the laws of Western Australia and the parties submit themselves to the exclusive jurisdiction of the Courts of that State.

5.2 Further Assurance

Each party shall sign, execute and do all acts, documents and things that may be reasonably required in order to implement and give full effect to the provisions and purposes of this Deed whether before or after its execution.

5.3 Costs

- (a) Each party will bear their own costs in respect of the negotiation, preparation and completion of this Deed and the documents executed under it.
- (b) PAA will pay any stamp duty in respect of this Deed other than if the Vendor exercises the Option to purchase the Sale Shares, in which case the Vendor will pay any stamp duty.

5.4 Variation

No variation, modification or waiver of any provision of this Deed nor consent to any departure by any Party therefrom, shall in any event be of any force or effect unless the same shall be confirmed in writing, signed by the Parties and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.

5.5 Severability


If any provision of this Deed is void, voidable by any Party, unenforceable or illegal in any jurisdiction including being contrary to the Corporations Act or the ASX Listing Rules it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision (or where possible the offending words), shall be severed from this Deed without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Deed which will continue in full force and effect.

5.6 Counterparts

This Deed may be executed in any number of counterparts and by facsimile copies, all of which taken together constitute one and the same document. The execution of this Deed shall not be effective until the counterparts of it have been executed by the relevant parties and executed copies delivered to each other party.

EXECUTED by the parties as a DEED:


Signed for and on behalf of)
FORTIS CLEARING NOMINEES P/L :)
 by authority of its directors in accordance)
 with section 127(1) of the Corporations Act)



 Signature of Director or Sole Director and Secretary

Colin J Benson.

 Print Name of Director or Sole Director and Secretary



 Signature of Secretary/Other Director

Peter Benson.

 Print Name of Secretary/Other Director

SIGNED by * in the presence of:)
) _____
*

WITNESS:

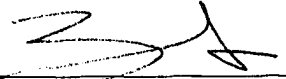
Signature:

Full Name:

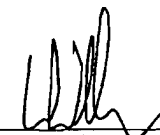
Address:

Occupation:

SIGNED for and on behalf of)
PHARMAUST LIMITED)
(ACN 094 006 023) by authority of its)
directors in accordance with section 127(1) of)
the Corporations Act)



Signature of Director



Signature of Director/Secretary

BEYANT MURPHY.

Print Name of Director

WINSTON WILKESSE.

Print Name of Director/Secretary

DENNIS JOHN BANKS
(
'BANKS FAMILY TRUST'
(ABN 523 540 797 16)
AND

PHARMAUST LIMITED
(ACN 094 008 023)

SHARE SALE USED

~~W~~

THIS DEED is made the _____ day of _____ 2006

BETWEEN:

[Name and address of Vendor] ("Vendor") DENNIS JOHN BANKS
 AND BANKS FAMILY TRUST
 59 SULLIVAN AVE
 SEALTER PT WA 6152

PHARMAUST LIMITED (ACN 094 006 023) of Level 2, 45 Stirling Highway, Nedlands, Western Australia ("PAA").

RECITALS:

- 96
496,607
- A. The Vendor is the legal and beneficial owner of (*) ordinary fully paid shares ("Sale Shares") in Advanced Healthcare Group Limited (ACN 002 695 589) (the "Company").
- B. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Sale Shares on the terms and conditions of this Deed.

THIS DEED WITNESSES THAT IN CONSIDERATION OF, AMONGST OTHER THINGS, THE MUTUAL PROMISES CONTAINED IN THIS DEED, THE PARTIES AGREE:

1. SALE AND PURCHASE OF SHARES

1.1 Sale and Purchase

The Vendor as legal and beneficial owner agrees to sell the Sale Shares to the Purchaser and the Purchaser agrees to buy the Sale Shares from the Vendor (together with all benefits, rights and entitlements accrued or attaching to the Sale Shares) free from encumbrances and for the purchase price consideration set out in clause 1.3. The Vendor will execute the transfer form annexed to this Deed as annexure "A" ("Transfer Form").

1.2 Title, Property and Risk

The title to, property in and risk of the Sale Shares:

- (a) until completion, remains solely with the Vendor; and
- (b) passes to the Purchaser on and from completion.

Share Sale Deed**Page 3****1.3 Payment of Purchase Price**

The purchase price consideration will be paid by PAA to the Vendor as follows:

- ~~\$49.66~~ *RE*
- (a) \$(*) representing 0.01 cents per Sale Share (and at which time title in the Shares will pass to PAA); and
* 17 331 58
- (b) a consideration of \$(*) representing 3.49 cents per Sale Share only in the event of the merger of the undertakings of PAA and the Company ("Merger"), and this further sum will be paid upon completion of the Merger. The Vendor may elect to receive the consideration the subject of this clause 1.3(b) in cash or, subject to any necessary shareholder approval of PAA, PAA shares (ordinary fully paid). In the event of the payment of the consideration by PAA shares, the value of the PAA shares will be determined as the average price calculated over the last 5 days on which sales of PAA shares were recorded prior to the relevant day of calculation.
- (c) Where an offer is made by PAA to other shareholders for an amount greater than 3.49 cents per share of the Company, then the calculation for payment to the Vendor made in clause 1.3(b) will be based on that new amount.
- (d) For the purposes of clause 1.3(b), either the purchase by PAA of more than 50% of the issued shares of the Company or the acquisition by PAA of the "Cottman" or "Pharmeczy" assets will achieve the Merger.

2. COMPLETION**2.1 Registration of PAA as a Shareholder**

PAA undertakes in favour of the Vendor to register the executed Transfer Form at the share registry of the Company as soon as reasonably practicable after execution of this Deed and the Transfer Form.

2.2 Completion

Completion of the sale and purchase of the Sale Shares is to occur on registration of the executed Transfer Form at the share registry of the Company. At completion PAA must pay the sum of \$(*) (0.01 cents per Sale Share) by electronic funds transfer into the bank account of the Vendor, the details of which are:

| | |
|-----------------|-------------------|
| Bank: | (*) NATIONAL BANK |
| BSB Number: | (*) 083 088 |
| Account Number: | (*) 65524 3775 |

3. OPTION TO BUY BACK SALE SHARES**3.1 Option**

In the event that the Merger has not occurred at a date 12 months from the date of this Deed ("Commencement Date"), the Vendor shall have an option to buy back the Sale

Share Sale Deed**Page 4**

Shares for no consideration for a period of 60 days only from the Commencement Date.

3.2 Exercise of Option

The option in clause 3.1 may only be exercised by the Vendors by delivery of a notice in writing to the registered office of PAA.

3.3 Transfer

Upon the exercise of the option in accordance with clause 3.2 the parties must execute a transfer form and deliver this transfer form to the share registry of the Company.

3.4 Undertaking by PAA

In order to facilitate the option in clause 3.1, PAA undertakes in favour of the Vendor that until the expiry of the option, it will not transfer the Sale Shares or otherwise encumber the Sale Shares in any way.

4. CONFIDENTIALITY

The terms of this Deed and the negotiations of the parties preceding the Deed are to remain strictly confidential to the parties and may only be disclosed:

- (a) as is necessary to enforce a party's respective rights and obligations under this Deed;
- (b) to their legal, accounting advisers;
- (c) with the written consent of all parties;
- (d) as required by law; or
- (e) by the Purchaser to the ASX.

5. MISCELLANEOUS**5.1 Governing Law**

This Deed shall be governed by and construed in accordance with the laws of Western Australia and the parties submit themselves to the exclusive jurisdiction of the Courts of that State.

5.2 Further Assurance

Each party shall sign, execute and do all acts, documents and things that may be reasonably required in order to implement and give full effect to the provisions and purposes of this Deed whether before or after its execution.

Share Sale Deed

5.3 Costs

- (a) Each party will bear their own costs in respect of the negotiation, preparation and completion of this Deed and the documents executed under it.
- (b) PAA will pay any stamp duty in respect of this Deed other than if the Vendor exercises the Option to purchase the Sale Shares, in which case the Vendor will pay any stamp duty.

5.4 Variation

No variation, modification or waiver of any provision of this Deed nor consent to any departure by any Party therefrom, shall in any event be of any force or effect unless the same shall be confirmed in writing, signed by the Parties and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.

5.5 Severability

If any provision of this Deed is void, voidable by any Party, unenforceable or illegal in any jurisdiction including being contrary to the Corporations Act or the ASX Listing Rules it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision (or where possible the offending words), shall be severed from this Deed without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Deed which will continue in full force and effect.

5.6 Counterparts

This Deed may be executed in any number of counterparts and by facsimile copies, all of which taken together constitute one and the same document. The execution of this Deed shall not be effective until the counterparts of it have been executed by the relevant parties and executed copies delivered to each other party.

EXECUTED by the parties as a DEED:

Vendor - [Execute appropriate company or individual clause below]

Signed for and on behalf of
(* (ACN (*)) by authority of its directors in
accordance with section 127(1) of the
Corporations Act

) DENNIS JOHN BANKS
) 'BANKS FAMILY TRUST'
) (ACN: 523 540 797 16)



Signature of Director or Sole Director and Secretary

Signature of Secretary/Other Director

DENNIS JOHN BANKS

Print Name of Director or Sole Director and Secretary

Print Name of Secretary/Other Director

Share Sale Deed

Page 6

SIGNED by * in the presence of:

)
) J. A. Banks
)

WITNESS:

Signature: J. A. Banks

Full Name: JAMES ANNE BANKS

Address: 54 SOLIMAN AVE, SALTER PT, WA 6152

Occupation: HOME DUTIES

SIGNED for and on behalf of
PHARMAUST LIMITED
(ACN 094 006 023) by authority of its
directors in accordance with section 127(1) of
the Corporations Act)
)
)
)
)

[Signature]

Signature of Director

[Signature]

Signature of Director/Secretary

BRYANT McLAZTY
Print Name of Director

LITTON WILKESSE
Print Name of Director/Secretary

TIMOTHY JOSEPH CASEY AND
JUDITH ANNE CASEY AS TRUSTEES
FOR THE CASEY SUPERANNUATION FUND
AND

PHARMAUST LIMITED
(ACN 094 006 023)

SHARE SALE DEED

THIS DEED is made the

day of

2006

BETWEEN:

Timothy Joseph Casey and Judith Anne Cusey as trustees for the Cusey Superannuation Fund of 7 Beatrice Road Dalkeith Western Australia ("Vendor")

Deleted: [Name and address of Vendor]

AND

PHARMAUST LIMITED (ACN 094 006 023) of Level 2, 45 Stirling Highway, Nedlands, Western Australia ("PAA").

RECITALS:

- A. The Vendor is the legal and beneficial owner of 100,000 ordinary fully paid shares ("Sale Shares") in Advanced Healthcare Group Limited (ACN 002 695 589) (the "Company").
- B. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Sale Shares on the terms and conditions of this Deed.

Deleted: (*)

THIS DEED WITNESSES THAT IN CONSIDERATION OF, AMONGST OTHER THINGS, THE MUTUAL PROMISES CONTAINED IN THIS DEED, THE PARTIES AGREE:

1. SALE AND PURCHASE OF SHARES

1.1 Sale and Purchase

The Vendor as legal and beneficial owner agrees to sell the Sale Shares to the Purchaser and the Purchaser agrees to buy the Sale Shares from the Vendor (together with all benefits, rights and entitlements accrued or attaching to the Sale Shares) free from encumbrances and for the purchase price consideration set out in clause 1.3. The Vendor will execute the transfer form annexed to this Deed as annexure "A" ("Transfer Form").

1.2 Title, Property and Risk

The title to, property in and risk of the Sale Shares:

- (a) until completion, remains solely with the Vendor; and
- (b) passes to the Purchaser on and from completion.

1.3 Payment of Purchase Price

The purchase price consideration will be paid by PAA to the Vendor as follows:

- (a) \$10.00 representing 0.01 cents per Sale Share (and at which time title in the Shares will pass to PAA); and
- (b) a consideration of \$3490.00 representing 3.49 cents per Sale Share only in the event of the merger of the undertakings of PAA and the Company ("**Merger**"), and this further sum will be paid upon completion of the Merger. The Vendor may elect to receive the consideration the subject of this clause 1.3(b) in cash or, subject to any necessary shareholder approval of PAA, PAA shares (ordinary fully paid). In the event of the payment of the consideration by PAA shares, the value of the PAA shares will be determined as the average price calculated over the last 5 days on which sales of PAA shares were recorded prior to the relevant day of calculation.
- (c) Where an offer is made by PAA to other shareholders for an amount greater than 3.49 cents per share of the Company, then the calculation for payment to the Vendor made in clause 1.3(b) will be based on that new amount.
- (d) For the purposes of clause 1.3(b), either the purchase by PAA of more than 50% of the issued shares of the Company or the acquisition by PAA of the "Cottman" or "Pharmezy" assets will achieve the Merger.

Deleted: (*)

Deleted: (*)

2. COMPLETION

2.1 Registration of PAA as a Shareholder

PAA undertakes in favour of the Vendor to register the executed Transfer Form at the share registry of the Company as soon as reasonably practicable after execution of this Deed and the Transfer Form.

2.2 Completion

Completion of the sale and purchase of the Sale Shares is to occur on registration of the executed Transfer Form at the share registry of the Company. At completion PAA must pay the sum of \$10.00 (0.01 cents per Sale Share) by electronic funds transfer into the bank account of the Vendor, the details of which are:

Bank: NationalAustraliaBank
 BSB Number: 086297
 Account Number: 450685385

Deleted: (*)

Deleted: (*)

Deleted: (*)

Deleted: (*)

3. OPTION TO BUY BACK SALE SHARES

3.1 Option

In the event that the Merger has not occurred at a date 12 months from the date of this Deed ("**Commencement Date**"), the Vendor shall have an option to buy back the Sale

Shares for no consideration for a period of 60 days only from the Commencement Date.

3.2 Exercise of Option

The option in clause 3.1 may only be exercised by the Vendors by delivery of a notice in writing to the registered office of PAA.

3.3 Transfer

Upon the exercise of the option in accordance with clause 3.2 the parties must execute a transfer form and deliver this transfer form to the share registry of the Company.

3.4 Undertaking by PAA

In order to facilitate the option in clause 3.1, PAA undertakes in favour of the Vendor that until the expiry of the option, it will not transfer the Sale Shares or otherwise encumber the Sale Shares in any way.

4. CONFIDENTIALITY

The terms of this Deed and the negotiations of the parties preceding the Deed are to remain strictly confidential to the parties and may only be disclosed:

- (a) as is necessary to enforce a party's respective rights and obligations under this Deed;
- (b) to their legal, accounting advisers;
- (c) with the written consent of all parties;
- (d) as required by law; or
- (e) by the Purchaser to the ASX.

5. MISCELLANEOUS

5.1 Governing Law

This Deed shall be governed by and construed in accordance with the laws of Western Australia and the parties submit themselves to the exclusive jurisdiction of the Courts of that State.

5.2 Further Assurance

Each party shall sign, execute and do all acts, documents and things that may be reasonably required in order to implement and give full effect to the provisions and purposes of this Deed whether before or after its execution.

5.3 Costs

- (a) Each party will bear their own costs in respect of the negotiation, preparation and completion of this Deed and the documents executed under it.
- (b) PAA will pay any stamp duty in respect of this Deed other than if the Vendor exercises the Option to purchase the Sale Shares, in which case the Vendor will pay any stamp duty.

5.4 Variation

No variation, modification or waiver of any provision of this Deed nor consent to any departure by any Party therefrom, shall in any event be of any force or effect unless the same shall be confirmed in writing, signed by the Parties and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.

5.5 Severability

If any provision of this Deed is void, voidable by any Party, unenforceable or illegal in any jurisdiction including being contrary to the Corporations Act or the ASX Listing Rules it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision (or where possible the offending words), shall be severed from this Deed without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Deed which will continue in full force and effect.

5.6 Counterparts

This Deed may be executed in any number of counterparts and by facsimile copies, all of which taken together constitute one and the same document. The execution of this Deed shall not be effective until the counterparts of it have been executed by the relevant parties and executed copies delivered to each other party.

EXECUTED by the parties as a DEED:

Vendor - [Execute appropriate company or individual clause below]

Signed for and on behalf of)
 (*) (ACN (*)) by authority of its directors in)
 accordance with section 127(1) of the)
 Corporations Act)

Signature of Director or Sole Director and Secretary

Signature of Secretary/Other Director

Print Name of Director or Sole Director and Secretary

Print Name of Secretary/Other Director

SIGNED by * in the presence of:

[Handwritten signature]
_____*

WITNESS:

Signature:

Full Name: Sean Michael Casey

Address: 7 Benrince Rd Dalkeith 6009

Occupation: Student

Sean Casey

[Handwritten signature]
Sean Casey

SIGNED for and on behalf of)
PHARMAUST LIMITED)
(ACN 094 006 023) by authority of its)
directors in accordance with section 127(1) of)
the Corporations Act)

[Handwritten signature]

Signature of Director

BRYANT MCARDY

Print Name of Director

[Handwritten signature]

Signature of Director/Secretary

WINTON LIVESSE

Print Name of Director/Secretary

TIMOTHY JOSEPH CASEY
AS TRUSTEE FOR THE
CASEY FAMILY TRUST
AND

PHARMAUST LIMITED
(ACN 094 006 023)

SHARE SALE DEED

THIS DEED is made the

day of

2006

BETWEEN:

Timothy Joseph Casey as trustee for the Casey Family Trust of 7 Beatrice Road Dalkeith Western Australia ("Vendor")

Deleted: (Name and address of Vendor)

AND

PHARMAUST LIMITED (ACN 094 006 023) of Level 2, 45 Stirling Highway, Nedlands, Western Australia ("PAA").

RECITALS:

- A. The Vendor is the legal and beneficial owner of 233334 ordinary fully paid shares ("Sale Shares") in Advanced Healthcare Group Limited (ACN 002 695 589) (the "Company").
- B. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Sale Shares on the terms and conditions of this Deed.

Deleted: (*)

THIS DEED WITNESSES THAT IN CONSIDERATION OF, AMONGST OTHER THINGS, THE MUTUAL PROMISES CONTAINED IN THIS DEED, THE PARTIES AGREE:

1. SALE AND PURCHASE OF SHARES

1.1 Sale and Purchase

The Vendor as legal and beneficial owner agrees to sell the Sale Shares to the Purchaser and the Purchaser agrees to buy the Sale Shares from the Vendor (together with all benefits, rights and entitlements accrued or attaching to the Sale Shares) free from encumbrances and for the purchase price consideration set out in clause 1.3. The Vendor will execute the transfer form annexed to this Deed as annexure "A" ("Transfer Form").

1.2 Title, Property and Risk

The title to, property in and risk of the Sale Shares:

- (a) until completion, remains solely with the Vendor; and
- (b) passes to the Purchaser on and from completion.

1.3 Payment of Purchase Price

The purchase price consideration will be paid by PAA to the Vendor as follows:

- (a) \$23.33 representing 0.01 cents per Sale Share (and at which time title in the Shares will pass to PAA); and
- (b) a consideration of \$8143.35 representing 3.49 cents per Sale Share only in the event of the merger of the undertakings of PAA and the Company ("**Merger**"), and this further sum will be paid upon completion of the Merger. The Vendor may elect to receive the consideration the subject of this clause 1.3(b) in cash or, subject to any necessary shareholder approval of PAA, PAA shares (ordinary fully paid). In the event of the payment of the consideration by PAA shares, the value of the PAA shares will be determined as the average price calculated over the last 5 days on which sales of PAA shares were recorded prior to the relevant day of calculation.
- (c) Where an offer is made by PAA to other shareholders for an amount greater than 3.49 cents per share of the Company, then the calculation for payment to the Vendor made in clause 1.3(b) will be based on that new amount.
- (d) For the purposes of clause 1.3(b), either the purchase by PAA of more than 50% of the issued shares of the Company or the acquisition by PAA of the "Cottman" or "Pharmezy" assets will achieve the Merger.

Deleted: (*)

Deleted: (*)

2. COMPLETION

2.1 Registration of PAA as a Shareholder

PAA undertakes in favour of the Vendor to register the executed Transfer Form at the share registry of the Company as soon as reasonably practicable after execution of this Deed and the Transfer Form.

2.2 Completion

Completion of the sale and purchase of the Sale Shares is to occur on registration of the executed Transfer Form at the share registry of the Company. At completion PAA must pay the sum of \$23.33 (0.01 cents per Sale Share) by electronic funds transfer into the bank account of the Vendor, the details of which are:

Bank: NationalAustraliaBank
 BSB Number: 086006
 Account Number: 450231885

Deleted: (*)

Deleted: (*)

Deleted: (*)

Deleted: (*)

3. OPTION TO BUY BACK SALE SHARES

3.1 Option

In the event that the Merger has not occurred at a date 12 months from the date of this Deed ("**Commencement Date**"), the Vendor shall have an option to buy back the Sale

Shares for no consideration for a period of 60 days only from the Commencement Date.

3.2 Exercise of Option

The option in clause 3.1 may only be exercised by the Vendors by delivery of a notice in writing to the registered office of PAA.

3.3 Transfer

Upon the exercise of the option in accordance with clause 3.2 the parties must execute a transfer form and deliver this transfer form to the share registry of the Company.

3.4 Undertaking by PAA

In order to facilitate the option in clause 3.1, PAA undertakes in favour of the Vendor that until the expiry of the option, it will not transfer the Sale Shares or otherwise encumber the Sale Shares in any way.

4. CONFIDENTIALITY

The terms of this Deed and the negotiations of the parties preceding the Deed are to remain strictly confidential to the parties and may only be disclosed:

- (a) as is necessary to enforce a party's respective rights and obligations under this Deed;
- (b) to their legal, accounting advisers;
- (c) with the written consent of all parties;
- (d) as required by law; or
- (e) by the Purchaser to the ASX.

5. MISCELLANEOUS

5.1 Governing Law

This Deed shall be governed by and construed in accordance with the laws of Western Australia and the parties submit themselves to the exclusive jurisdiction of the Courts of that State.

5.2 Further Assurance

Each party shall sign, execute and do all acts, documents and things that may be reasonably required in order to implement and give full effect to the provisions and purposes of this Deed whether before or after its execution.

5.3 Costs

- (a) Each party will bear their own costs in respect of the negotiation, preparation and completion of this Deed and the documents executed under it.
- (b) PAA will pay any stamp duty in respect of this Deed other than if the Vendor exercises the Option to purchase the Sale Shares, in which case the Vendor will pay any stamp duty.

5.4 Variation

No variation, modification or waiver of any provision of this Deed nor consent to any departure by any Party therefrom, shall in any event be of any force or effect unless the same shall be confirmed in writing, signed by the Parties and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.

5.5 Severability

If any provision of this Deed is void, voidable by any Party, unenforceable or illegal in any jurisdiction including being contrary to the Corporations Act or the ASX Listing Rules it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision (or where possible the offending words), shall be severed from this Deed without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Deed which will continue in full force and effect.

5.6 Counterparts

This Deed may be executed in any number of counterparts and by facsimile copies, all of which taken together constitute one and the same document. The execution of this Deed shall not be effective until the counterparts of it have been executed by the relevant parties and executed copies delivered to each other party.

EXECUTED by the parties as a DEED:

Vendor - [Execute appropriate company or individual clause below]

Signed for and on behalf of)
 (*) (ACN (*)) by authority of its directors in)
 accordance with section 127(1) of the)
 Corporations Act)

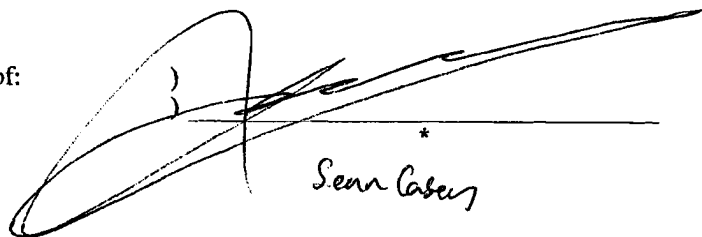
Signature of Director or Sole Director and Secretary

Signature of Secretary/Other Director

Print Name of Director or Sole Director and Secretary

Print Name of Secretary/Other Director

SIGNED by * in the presence of:



*
Seann Casey

WITNESS:

Signature:

Full Name: Seann Michael Casey

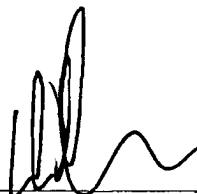
Address: 7 Beatrice Rd Dalkeith G009.

Occupation: Student

SIGNED for and on behalf of)
 PHARMAUST LIMITED)
 (ACN 094 006 023) by authority of its)
 directors in accordance with section 127(1) of)
 the Corporations Act)



Signature of Director



Signature of Director/Secretary

BRYAN McLANEY
 Print Name of Director

WINSTON WILKESSE
 Print Name of Director/Secretary