

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Althea Group Holdings Limited

ACN/ARSN ACN 626 966 943

1. Details of substantial holder (1)

Name Althea Group Holdings Limited ACN 626 966 943; Althea Company Pty Ltd ACN 618 177 192
ACN/ARSN (if applicable) As above

The holder became a substantial holder on 19/09/2018

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	71,590,361	71,590,361	35.21%

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
Althea Group Holdings Limited	Althea Group Holdings Limited has power over the disposal of the ordinary shares that are subject to the <i>Restriction Agreements</i> entered into between Althea Group Holdings Limited and each of the persons listed in Annexure A in accordance with Rule 9.1 of the ASX Listing Rules which gives rise to a relevant interest under section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth). Copies of the <i>Restriction Agreements</i> are attached at Annexure B.	71,590,361 ordinary shares

4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Althea Group Holdings Limited	See Annexure A	See Annexure A	See Annexure A

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	
Althea Group Holdings Limited	19 September 2018	NIL		71,590,361 ordinary shares

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
Althea Company Pty Ltd	Wholly-owned subsidiary of Althea Group Holdings Limited

7. Addresses

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

Name	Address
Althea Group Holdings Limited	c/o Curtain & Co Services Pty Ltd Level 3 369 Royal Parade Parkville, Victoria 3052
Althea Company Pty Ltd	c/o Curtain & Co Services Pty Ltd Level 3 369 Royal Parade Parkville, Victoria 3052

Signature

print name Peter Gillis

capacity Company Secretary

sign here



date 20 / 09 / 2018

DIRECTIONS

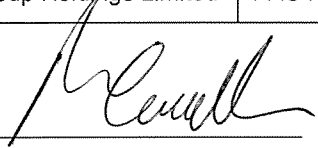
- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially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

Annexure A

This is the annexure of one page marked Annexure A mentioned in the Form 603 *Notice of initial substantial holder* signed by me as company secretary of Althea Group Holdings Limited ACN 626 966 943 (AGH) and dated 20 September 2018. The relevant interests described arise between AGH and the parties listed below (**Escrowed Parties**) under the *Restriction Agreements* described in paragraph 3 of the Form 603 *Notice of initial substantial holder*.

Holder of Relevant Interest	Name of Escrowed Party	Number of fully paid ordinary shares
Althea Group Holdings Limited	Joshua Michael Fegan	56,250,000
Althea Group Holdings Limited	Aphria Inc.	12,250,000
Althea Group Holdings Limited	PAC Partners Pty. Ltd.	3,060,000
Althea Group Holdings Limited	PAC Partners Pty. Ltd.	30,361

Signed



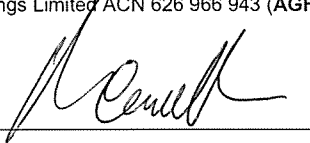
Peter Gillis

Company Secretary

Annexure B

This is the annexure of 29 pages marked Annexure B mentioned in the Form 603 *Notice of initial substantial holder* signed by me as company secretary of Althea Group Holdings Limited ACN 626 966 943 (AGH) and dated 20 September 2018 attaching *Restriction Agreements* between AGH and the Escrowed Parties.

Signed

A handwritten signature in black ink, appearing to read 'Peter Gillis', written over a horizontal line.

Peter Gillis

Company Secretary

Appendix 9A

Restriction agreement

Introduced 01/07/96. Origin: Appendix 11. Amended 01/07/98, 11/3/02, 24/10/05, 20/07/07.

We, the persons in:

- Item 1 of the schedule (“entity”);
- Item 2 of the schedule (“holder”);
- Item 3 of the schedule (“controller”),

agree as follows.

Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the ⁺official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a ⁺controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

Agreement

Escrow restrictions

1. During the escrow period, the holder will not do any of the following.
 - (a) ⁺Dispose of, or agree or offer to ⁺dispose of, the restricted securities.

⁺ See chapter 19 for defined terms.

- (b) Create, or agree or offer to create, any security interest in the restricted securities.
- (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05.

- 2. During the escrow period, a controller will not do any of the following.
 - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
 - (b) Create, or agree or offer to create, any security interest in the controller interests.
 - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
 - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
 - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
 - (a) The holder is an individual.
 - (b) The holder has no +controller.
 - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

Consequences of breaching this agreement

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
 - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
 - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
 - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

Amendment

12. This agreement will not be changed or waived without ASX's written consent.

+ See chapter 19 for defined terms.

Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

Definitions and interpretation

In this agreement:

ASX means ASX Limited.

controller interests means the *securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

escrow period means the period set out in item 4 of the schedule.

restricted securities means the *securities set out in item 5 of the schedule and any *securities attaching to or arising out of those *securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

+ See chapter 19 for defined terms.

Schedule

1. Entity's name and address:

Althea Group Holdings Limited
ACN 626 966 943
Curtain & Co Services Pty Ltd
Level 3, 369 Royal Parade
Parkville VIC 3052

2. Holder's name and address:

Joshua Fegan
Unit 807, 140 Swan Street,
Cremorne VIC 3121

3. Each +controllers' name and address:

N/A

4. Escrow period (the date from which the initial restricted securities are escrowed):

24 months

5. Particulars of restricted securities:

56,250,000 ordinary shares

6. Particulars of controller interests:

N/A

7. Particulars of security interests over restricted securities:

N/A

8. Particulars of security interests over controller interests:

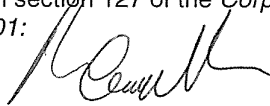
N/A

+ See chapter 19 for defined terms.

Dated: 21 August 2018

Executed as a deed and delivered on the date shown above.

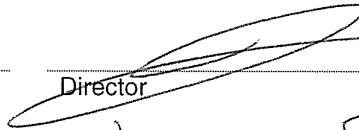
Executed by **Althea Group Holdings Limited** ACN 626 966 943 in accordance with section 127 of the *Corporations Act 2001*:



Director/company secretary

PETER GILLIS

Name of director/company secretary
(BLOCK LETTERS)

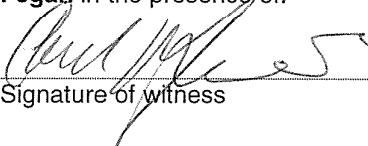


Director

JOSHUA FEGAN

Name of director
(BLOCK LETTERS)

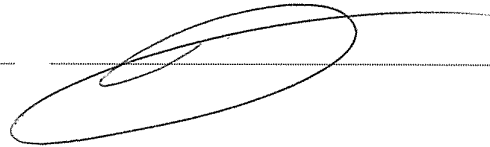
Signed sealed and delivered by **Joshua Fegan** in the presence of:



Signature of witness

CHANEL MERCURIO

Name of witness (BLOCK LETTERS)



485 BOURKE ST MELBOURNE VIC 3000

Address of witness

Appendix 9A

Restriction agreement

Introduced 01/07/96. Origin: Appendix 11. Amended 01/07/98, 11/3/02, 24/10/05, 20/07/07.

We, the persons in:

- Item 1 of the schedule (“entity”);
- Item 2 of the schedule (“holder”);
- Item 3 of the schedule (“controller”),

agree as follows.

Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the ⁺official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a ⁺controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

Agreement

Escrow restrictions

1. During the escrow period, the holder will not do any of the following.
 - (a) ⁺Dispose of, or agree or offer to ⁺dispose of, the restricted securities.

⁺ See chapter 19 for defined terms.

- (b) Create, or agree or offer to create, any security interest in the restricted securities.
- (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05.

- 2. During the escrow period, a controller will not do any of the following.
 - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
 - (b) Create, or agree or offer to create, any security interest in the controller interests.
 - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
 - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
 - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
 - (a) The holder is an individual.
 - (b) The holder has no +controller.
 - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

Consequences of breaching this agreement

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
 - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
 - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
 - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

Amendment

12. This agreement will not be changed or waived without ASX's written consent.

+ See chapter 19 for defined terms.

Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

Definitions and interpretation

In this agreement:

ASX means ASX Limited.

controller interests means the +securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

escrow period means the period set out in item 4 of the schedule.

restricted securities means the +securities set out in item 5 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

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Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

+ See chapter 19 for defined terms.

Schedule

1. Entity's name and address:

Althea Group Holdings Limited
ACN 626 966 943
Curtain & Co Services Pty Ltd
Level 3, 369 Royal Parade
Parkville VIC 3052
2. Holder's name and address:

Aphria Inc
of the City of Leamington in the Province of Ontario
3. Each +controllers' name and address:

N/A
4. Escrow period (the date from which the initial restricted securities are escrowed):

24 months
5. Particulars of restricted securities:

12,250,000 ordinary shares
6. Particulars of controller interests:

N/A
7. Particulars of security interests over restricted securities:

N/A
8. Particulars of security interests over controller interests:

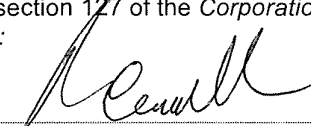
N/A

+ See chapter 19 for defined terms.

Dated: 20 August 2018

Executed as a deed and delivered on the date shown above.

Executed by **Althea Group Holdings Limited** ACN 626 966 943 in accordance with section 127 of the *Corporations Act 2001*:


Director/company secretary

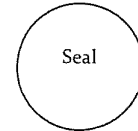
PETER GILLIS
Name of director/company secretary
(BLOCK LETTERS)



Director

Joshua Fegan
Name of director
(BLOCK LETTERS)

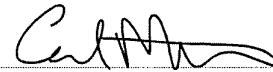
Signed sealed and delivered by **Aphria Inc.** in the presence of:



Signature of witness

Name of witness
(BLOCK LETTERS)

Address of witness



Signature of authorised signatory

CARL MERTON
Name of authorised signatory
(BLOCK LETTERS)

+ See chapter 19 for defined terms.

Appendix 9A

Restriction agreement

Introduced 01/07/96. Origin: Appendix 11. Amended 01/07/98, 11/3/02, 24/10/05, 20/07/07.

We, the persons in:

- Item 1 of the schedule (“entity”);
- Item 2 of the schedule (“holder”);
- Item 3 of the schedule (“controller”),

agree as follows.

Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the +official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

Agreement

Escrow restrictions

1. During the escrow period, the holder will not do any of the following.
 - (a) +Dispose of, or agree or offer to +dispose of, the restricted securities.

+ See chapter 19 for defined terms.

- (b) Create, or agree or offer to create, any security interest in the restricted securities.
- (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05.

- 2. During the escrow period, a controller will not do any of the following.
 - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
 - (b) Create, or agree or offer to create, any security interest in the controller interests.
 - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
 - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
 - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
 - (a) The holder is an individual.
 - (b) The holder has no +controller.
 - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

Consequences of breaching this agreement

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
 - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
 - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
 - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

Amendment

12. This agreement will not be changed or waived without ASX's written consent.

+ See chapter 19 for defined terms.

Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

Definitions and interpretation

In this agreement:

ASX means ASX Limited.

controller interests means the *securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

escrow period means the period set out in item 4 of the schedule.

restricted securities means the *securities set out in item 5 of the schedule and any *securities attaching to or arising out of those *securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

+ See chapter 19 for defined terms.

Schedule

1. Entity's name and address:

Althea Group Holdings Limited
ACN 626 966 943
Curtain & Co Services Pty Ltd
Level 3, 369 Royal Parade
Parkville VIC 3052

2. Holder's name and address:

PAC Partners Pty. Ltd.
ACN 165 738 438
Level 10, 330 Collins Street
Melbourne VIC 3000

3. Each +controllers' name and address:

Craig Stranger
12 The Avenue
Balaclava VIC 3183

Paul David Jensz
73 St Vincents Place
Albert Park Vic 3206

4. Escrow period (the date from which the initial restricted securities are escrowed):

24 months

5. Particulars of restricted securities:

3,060,000 ordinary shares

6. Particulars of controller interests:

Each a director and 33.33% shareholder

7. Particulars of security interests over restricted securities:

Nil

8. Particulars of security interests over controller interests:

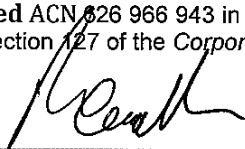
Nil

+ See chapter 19 for defined terms.

Dated: 21 August 2018

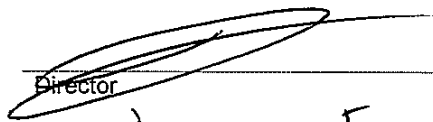
Executed as a deed and delivered on the date shown above.

Executed by **Althea Group Holdings Limited** ACN 626 966 943 in accordance with section 127 of the *Corporations Act 2001*:



Director/company secretary
PETER GILLIS.

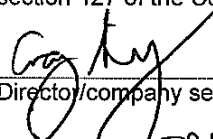
Name of director/company secretary
(BLOCK LETTERS)



Director
JOSHUA FEGAN


Name of director
(BLOCK LETTERS)

Executed by **Pac Partners Pty. Ltd.** ACN 165 738 438 in accordance with section 127 of the *Corporations Act 2001*:



Director/company secretary
CRAIG STRANGER

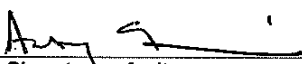
Name of director/company secretary
(BLOCK LETTERS)



Director
PAUL JENSEN

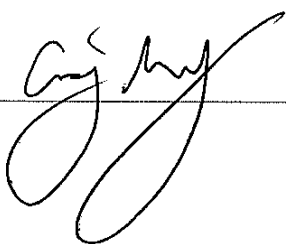
Name of director
(BLOCK LETTERS)

Signed by **Craig Stranger** in the presence of:



Signature of witness
Anthony Stani

Name of witness (BLOCK LETTERS)



2 Astonbury Ct, Brighton VIC

Address of witness

+ See chapter 19 for defined terms.

Signed by Paul Jensz in the presence of:

Anthony Stani

Signature of witness

Paul Jensz

Anthony Stani

Name of witness (BLOCK LETTERS)

2 Asenbury Crst Brighton Vic

Address of witness

+ See chapter 19 for defined terms.

Appendix 9A

Restriction agreement

Introduced 01/07/96. Origin: Appendix 11. Amended 01/07/98, 11/3/02, 24/10/05, 20/07/07.

We, the persons in:

- Item 1 of the schedule (“entity”);
- Item 2 of the schedule (“holder”);
- Item 3 of the schedule (“controller”),

agree as follows.

I certify that this is a true and complete copy
of the original document dated this 13 day
of September 2018



CHANEL ANN-MARIE MERCURIO
RACV Tower, 485 Bourke Street
Melbourne Victoria 3000
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

Introduction

- A. The entity wants to be listed and has issued restricted securities. The holder will hold the restricted securities as set out in this agreement on the basis that the entity will take the steps necessary to be admitted to the +official list of ASX.
- B. We have provided ASX with all the information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this agreement.
- C. We enter this agreement for the purpose of complying with chapter 9 of the listing rules.

Agreement

Escrow restrictions

1. During the escrow period, the holder will not do any of the following.
 - (a) +Dispose of, or agree or offer to +dispose of, the restricted securities.

+ See chapter 19 for defined terms.

- (b) Create, or agree or offer to create, any security interest in the restricted securities.
- (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05.

- 2. During the escrow period, a controller will not do any of the following.
 - (a) ⁺Dispose of, or agree or offer to ⁺dispose of, the controller interests.
 - (b) Create, or agree or offer to create, any security interest in the controller interests.
 - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
 - (a) If the restricted securities are kept on the ⁺certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or ⁺recognised trustee for the escrow period.
 - (b) If the restricted securities are kept on the ⁺issuer sponsored subregister, the holder hereby agrees in writing to the application of a ⁺holding lock to the restricted securities.

Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
 - (a) The holder is an individual.
 - (b) The holder has no ⁺controller.
 - (c) The holder has the ⁺controllers set out in item 3 with the interests identified in item 6, and each ⁺controller comes within an exception set out in rule 9.1.4.

⁺ See chapter 19 for defined terms.

- (b) Create, or agree or offer to create, any security interest in the restricted securities.
- (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities.
- (d) Participate in a return of capital made by the entity.

Amended 24/10/05.

- 2. During the escrow period, a controller will not do any of the following.
 - (a) +Dispose of, or agree or offer to +dispose of, the controller interests.
 - (b) Create, or agree or offer to create, any security interest in the controller interests.
 - (c) Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests.
- 3. We will comply with chapter 9 of the listing rules. If any of us is not a listed entity, we will comply as if we were a listed entity. Each of us will take any steps we are able to take that are necessary to enable any of the others to comply.
- 4.
 - (a) If the restricted securities are kept on the +certificated subregister, the holder will deposit the certificates for the restricted securities with a bank or +recognised trustee for the escrow period.
 - (b) If the restricted securities are kept on the +issuer sponsored subregister, the holder hereby agrees in writing to the application of a +holding lock to the restricted securities.

Warranties

- 5. If only the holder and the entity are parties to this agreement, one of the following applies.
 - (a) The holder is an individual.
 - (b) The holder has no +controller.
 - (c) The holder has the +controllers set out in item 3 with the interests identified in item 6, and each +controller comes within an exception set out in rule 9.1.4.

+ See chapter 19 for defined terms.

The holder gives this warranty.

6. If the holder, the entity and any +controller are parties to this agreement, the holder has the +controllers set out in item 3 with the controller interests identified in item 6, and any +controller who is not a party to this agreement comes within an exception set out in rule 9.1.4. The holder and each +controller give this warranty.
7. If item 7 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the restricted securities are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period. The holder gives this warranty.
8. If item 8 of the schedule is completed, the full particulars of security interests which have been created, or are agreed or offered to be created, in the controller interests are set out. A release of the security interests is attached. Apart from this, before the escrow period begins, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period. Each +controller gives this warranty.
9. A breach of any of these warranties is a breach of this agreement.

Consequences of breaching this agreement

10. If it appears to the entity that the holder or a +controller may breach this agreement, the entity must take the steps necessary to prevent the breach, or to enforce the agreement.
11. If the holder or a +controller breach this agreement, each of the following applies.
 - (a) The entity must take the steps necessary to enforce the agreement, or to rectify the breach.
 - (b) The entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or +conversion of any of the +restricted securities. This is in addition to other rights and remedies of the entity.
 - (c) The holder of the +restricted securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

Amendment

12. This agreement will not be changed or waived without ASX's written consent.

+ See chapter 19 for defined terms.

Jurisdiction

13. The laws of the State of the home branch of the entity apply to this agreement. We submit to the jurisdiction of the courts of that State.

Definitions and interpretation

In this agreement:

ASX means ASX Limited.

controller interests means the +securities, substantial economic interest or other interests in the restricted securities and each intermediate entity through which that interest occurs, full particulars of which are set out in item 6 of the schedule.

escrow period means the period set out in item 4 of the schedule.

restricted securities means the +securities set out in item 5 of the schedule and any +securities attaching to or arising out of those +securities that are restricted securities because of the definition of restricted securities in the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Words and expressions defined in the listing rules of ASX, and not in this agreement, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

+ See chapter 19 for defined terms.

Nil

+ See chapter 19 for defined terms.

Schedule

1. Entity's name and address:

Althea Group Holdings Limited
ACN 626 966 943
Curtain & Co Services Pty Ltd
Level 3, 369 Royal Parade
Parkville VIC 3052

2. Holder's name and address:

PAC Partners Pty. Ltd.
ACN 165 738 438
Level 10, 330 Collins Street
Melbourne VIC 3000

3. Each +controllers' name and address:

Craig Stranger
12 The Avenue
Balaclava VIC 3183

Paul David Jensz
73 St Vincents Place
Albert Park Vic 3206

4. Escrow period (the date from which the initial restricted securities are escrowed):

24 months

5. Particulars of restricted securities:

30,361 ordinary shares

6. Particulars of controller interests:

Each a director and 33.33% shareholder

7. Particulars of security interests over restricted securities:

Nil

8. Particulars of security interests over controller interests:

+ See chapter 19 for defined terms.

Dated: 13 September 2018

Executed as a deed and delivered on the date shown above.

Executed by **Althea Group Holdings Limited** ACN 626 966 943 in accordance with section 127 of the *Corporations Act 2001*:



Director/company secretary

JOSHUA FOGHAN

Name of director/company secretary
(BLOCK LETTERS)



Director

PHILIP ANDREW NTUBOR

Name of director
(BLOCK LETTERS)

Executed by **Pac Partners Pty. Ltd.**
ACN 165 738 438 in accordance with section 127 of the *Corporations Act 2001*:

Director/company secretary

Name of director/company secretary
(BLOCK LETTERS)

Director

Name of director
(BLOCK LETTERS)

Signed by **Craig Stranger** in the presence of:

Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness

+ See chapter 19 for defined terms.

Dated:

Executed as a deed and delivered on the date shown above.

Executed by **Althea Group Holdings Limited** ACN 626 966 943 in accordance with section 127 of the *Corporations Act 2001*:

Director/company secretary

Director

Name of director/company secretary
(BLOCK LETTERS)

Name of director
(BLOCK LETTERS)


Executed by **Pac Partners Pty. Ltd.**
ACN 165 738 438 in accordance with
section 127 of the *Corporations Act 2001*:




Director/company secretary



Director




Name of director/company secretary
(BLOCK LETTERS)



Name of director
(BLOCK LETTERS)


Signed by **Craig Stranger** in the
presence of:



Signature of witness



Signature of director




Name of witness (BLOCK LETTERS)

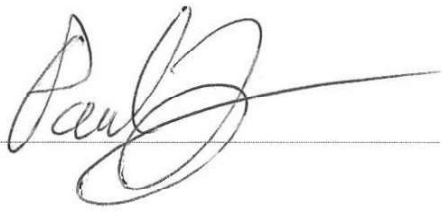


Address of witness

+ See chapter 19 for defined terms.

Signed by Paul Jensz in the presence of:


Signature of witness



Anthony Stani
Name of witness (BLOCK LETTERS)

2 Adenbury Crt Brighton VIC 3186
Address of witness

+ See chapter 19 for defined terms.