

**Form 603**Corporations Act 2001  
Section 671B**Notice of initial substantial holder****To** Company Name/Scheme **ALTHEA GROUP HOLDINGS LIMITED**ACN/ARSN **617 789 732****1. Details of substantial holder (1)**Name **PAC PARTNERS SECURITIES PTY LTD ACN 623 653 912; PAC PARTNERS PTY LTD  
ACN 165 738 438**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)
Fully paid ordinary	21,409,852	21,409,852	10.5%

**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
PAC PARTNERS SECURITIES PTY LTD	Relevant interest under section 608(1)(a) of the Corporations Act 2001 (Cth) ("Corporations Act"), being a relevant interest arising as a result of holding 667,505 ordinary shares	ORD 667,505
	Relevant interest in 27,500,000 ordinary shares under section 608(1)(c) by having power over the disposal of ordinary shares that are subject to Voluntary Escrow Deed entered into by PAC Partners Securities Pty Ltd with each of Mancann Pty Ltd and Hootch Pty Ltd. Copies of the Voluntary Escrow Deed are attached at Annexure D.	ORD 17,500,000
PAC PARTNERS PTY LTD	Relevant interest under section 608(1)(a) of the Corporations Act, being a relevant interest arising as a result of holding 3,242,347 ordinary shares	ORD 3,242,347

**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
Refer 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	
Refer Annexure B				

### 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
PAC PARTNERS PTY LTD	RELATED PARTY OF PAC PARTNERS SECURITIES PTY LTD PROPOSING TO ACT IN CONCERT IN RELATION TO AFFAIRS OF ALTHEA GROUP HOLDINGS LIMITED

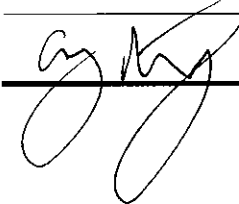
### 7. Addresses

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

Name	Address
Refer to Annexure C	

## Signature

print name      **Craig Stranger**      capacity      **Managing Director**

sign here            date      **21/09/2018**

### 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.

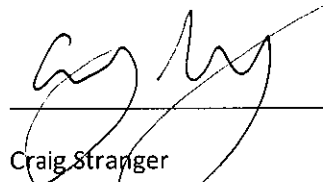
- (8) If the substantial holder is unable to determine the identity of the person ( eg. if the relevant interest arises because of an option) write "unknown".
  - (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired 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.
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Annexure A - Notice of initial substantial holder Form 603 Corporations Act 2001 671B

ALTHEA GROUP HOLDINGS LIMITED ACN 617 789 732

This is Annexure A of 1 page referred to in Form 603 Notice of initial substantial holder dated 21<sup>st</sup> of September 2018.



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Craig Stranger

Managing Director

PAC Partners Securities Pty Ltd

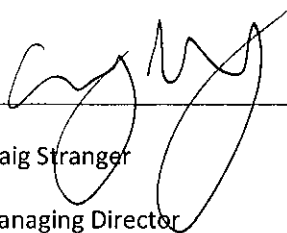
**4. Details of present registered holders**

<b>Holder of relevant interest</b>	<b>Registered holder of securities</b>	<b>Person entitled to be registered holder (8)</b>	<b>Class and number of securities</b>
PAC PARTNERS PTY LTD	PAC PARTNERS PTY LTD	PAC PARTNERS PTY LTD	ORD 3,242,347
PAC PARTNERS SECURITIES PTY LTD	PAC PARTNERS SECURITIES PTY LTD	PAC PARTNERS SECURITIES PTY LTD	ORD 667,505
	MANCANN PTY LTD	MANCANN PTY LTD	ORD 10,000,000
	HOOTCH PTY LTD	HOOTCH PTY LTD	ORD 7,500,000

Annexure B - Notice of initial substantial holder Form 603 Corporations Act 2001 671B

ALTHEA GROUP HOLDINGS LIMITED ACN 617 789 732

This is Annexure B of 1 page referred to in Form 603 Notice of initial substantial holder dated 21<sup>st</sup> of September 2018.



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Craig Stranger  
Managing Director

PAC Partners Securities Pty Ltd

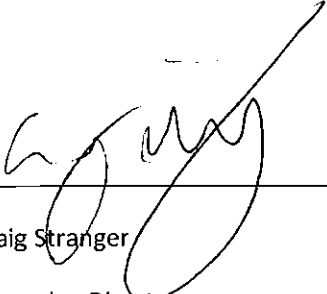
**5. Consideration**

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
PAC PARTNERS PTY LTD	19-Sep-18		x	ORD 3,060,000
PAC PARTNERS PTY LTD	19-Sep-18	\$30,397		ORD 182,347
PAC PARTNERS SECURITIES PTY LTD	19-Sep-18	\$133,501		ORD 667,505
MANCANN PTY LTD	19-Sep-18	\$2,000,000		ORD 10,000,000
HOOTCH PTY LTD	19-Sep-18	\$1,500,000		ORD 7,500,000

Annexure C - Notice of initial substantial holder Form 603 Corporations Act 2001 671B

ALTHEA GROUP HOLDINGS LIMITED ACN 617 789 732

This is Annexure C of 1 page referred to in Form 603 Notice of initial substantial holder dated 21<sup>st</sup> of September 2018.



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Craig Stranger

Managing Director

PAC Partners Securities Pty Ltd

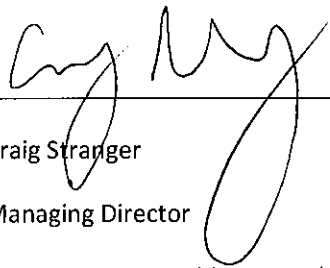
**7. Addresses**

<b>Name</b>	<b>Address</b>
PAC PARTNERS PTY LTD	LEVEL 10, 330 COLLINS STREET, MELBOURNE 3000
PAC PARTNERS SECURITIES PTY LTD	LEVEL 10, 330 COLLINS STREET, MELBOURNE 3000
MANCANN PTY LTD	150 TAYLORS ROAD, SKYE, VIC 3977
HOOTCH PTY LTD	C/O LEVEL 3, 369 ROYAL PARADE, PARKVILLE, VIC 3052

Annexure D - Notice of initial substantial holder Form 603 Corporations Act 2001 671B

ALTHEA GROUP HOLDINGS LIMITED ACN 617 789 732

This is the Annexure of 32 pages marked Annexure D mentioned in the Form 603 *Notice of initial substantial holder* signed by me as Managing Director of PAC Partners Securities Pty Ltd CAN 623 653 912 and dated 21 September 2018 attaching *Voluntary escrow deeds* between PAC Partners Securities Pty Ltd and the Voluntary Escrowed Parties.



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Craig Stranger  
Managing Director  
PAC Partners Securities Pty Ltd



## **Voluntary escrow deed**

### Parties

**PAC Partners Securities Pty Ltd**  
ACN 623 653 912

**Mancann Pty Ltd**  
ACN 623 783 406

**Daniel James Mansfield**

Norton Rose Fulbright Australia  
Level 15, RACV Tower, 485 Bourke Street  
Melbourne VIC 3000  
Tel: +61 (0)3 8686 6000  
nortonrosefulbright.com  
Our ref: 4005087

**Deed** dated

**Parties**      **PAC Partners Securities Pty Ltd** ACN 623 653 912  
of 30 Dove Street, Cremorne, Victoria 3121  
(Company)

**Mancann Pty Ltd** ACN 623 783 406  
of 150 Taylors Road Skye VIC 3977  
(Holder)

**Daniel James Mansfield**  
of 25 Bambra Street Mount Eliza VIC 3930  
(Controller)

## **Introduction**

- A**      The Company proposes to undertake an initial public offering (IPO) of its Shares and make application to ASX to list on the Australian Securities Exchange.
- B**      The Lead Manager has been engaged by the Company to manage the IPO.
- C**      The Holder has agreed that it will not deal with the Escrowed Securities during the Escrow Period except as set out in this Deed.
- D**      The Controller controls the Holder.

## **It is agreed**

### **1 Definitions and interpretation**

#### **1.1 Definitions**

In this Deed:

- (1)      **Associate** has the meaning given in section 12 of the Corporations Act;
- (2)      **ASX Settlement** means ASX Settlement Pty Limited;
- (3)      **ASX** means ASX Limited or the Australian Securities Exchange currently operated by ASX Limited, as the case may require;
- (4)      **ASX Listing Rules** means the official listing rules of the ASX;
- (5)      **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (6)      **Change of Control Event** means, in relation to an entity, an event the occurrence of which has the effect that:

- (a) if a person Controlled the entity prior to the time the event occurred, the person ceased to Control the entity or another person obtained Control of the entity;
  - (b) if no person Controlled the entity prior to the time the event occurred, a person obtained Control of the entity; or
  - (c) if the entity is owned or Controlled by a group or consortium of persons, or if the group or consortium could Control the entity were they to act collectively, there is any material change in the composition of the group or consortium;
- (7) **CHESS** has the meaning given in the ASX Listing Rules;
- (8) **Company** means Althea Group Holdings Limited ACN 626 966 943;
- (9) **Control** means has the meaning given in section 50AA of the Corporations Act;
- (10) **Controller Interests** means the securities, substantial economic interest or other interests in the Escrowed Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in Item 3 of the Schedule;
- (11) **Corporations Act** means the *Corporations Act 2001 (Cth)*;
- (12) **Deed** means this document, including any schedule or annexure to it;
- (13) **Dispose** includes to:
- (a) directly or indirectly sell, transfer or otherwise create, dispose or alienate any entitlement to or legal, beneficial or equitable interest or right in, or in respect of, any Escrowed Security or Escrowed Securities; or
  - (b) grant an option that if exercised (whether such exercise is subject to conditions or not), requires a person to do anything stated in subparagraph (a) above;
- (14) **Escrow Period** means the period set out in in Item 1 of the Schedule;
- (15) **Escrowed Securities** means the securities set out in Item 2 of the Schedule and any securities attaching to or arising out of those securities including as a result of a bonus issue, dividend or other distribution, or a share split or other reconstruction of capital;
- (16) **Scheme of Arrangement** means a scheme of arrangement between the Company and its members and/or creditors under Part 5.1 of the Corporations Act pursuant to which a person and its Associates will acquire a Relevant Interest in 50% or more of the issued ordinary capital of the Company;
- (17) **Security Interest** means:
- (a) a mortgage, charge, hypothecation, assignment by way of security, pledge, lien, title retention arrangement, set-off arrangement, flawed asset arrangement or other arrangement having the same or equivalent commercial effect as a grant of security; or
  - (b) any agreement to create or give rise to any interest or arrangement of the type referred to in clause 1.1(17)(a);

- (18) **Shares** means fully paid ordinary shares in the Company; and
- (19) **Wholly-owned Subsidiary** has the meaning given by section 9 of the Corporations Act.

## 1.2 Interpretation

- (1) Reference to:
  - (a) one gender includes the others;
  - (b) the singular includes the plural and the plural includes the singular;
  - (c) a person includes a body corporate;
  - (d) a party includes the party's executors, administrators, successors and permitted assigns;
  - (e) a statute, regulation or a provision of any of them includes:
    - (i) any amendment or replacement of it; and
    - (ii) another regulation or other statutory instrument made under it; or made under it as amended or replaced; and
  - (f) dollars means Australian dollars unless otherwise stated.
- (2) "Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings and any table of contents or index are for convenience only and do not form part of this Deed or affect its interpretation.
- (5) A provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Deed or the inclusion of the provision in the Deed.
- (6) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

## 1.3 Parties

- (1) If a party consists of more than 1 person, this Deed binds each of them separately and any 2 or more of them jointly.
- (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (3) A party which is a trustee is bound both personally and in its capacity as a trustee.

## 2 Escrow restrictions – Holder

- 2.1 Subject to clauses 2.2 and 4, during the Escrow Period, the Holder must not do any of the following except with the prior written consent of the Lead Manager (which may be given or withheld in its absolute discretion):

- (1) Dispose of, or agree or offer to Dispose of, the Escrowed Securities;
  - (2) create, or agree or offer to create, any Security Interest in the Escrowed Securities, except as permitted under this Deed; or
  - (3) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Escrowed Securities.
- 2.2 Nothing in this Deed (including without limitation clauses 2.1 and 3.1), affects or in any way restricts any right in respect of voting attached to the Escrowed Securities, including without limitation any voting rights exercisable pursuant to the Controller Interests.

### **3 Escrow restrictions and guarantee – Controller**

- 3.1 Subject to clause 2.2, during the Escrow Period, the Controller must not do any of the following except with the prior written consent of the Lead Manager (which may be given or withheld in its absolute discretion) or otherwise in connection with or as a result of the death of the Controller:
- (1) Dispose of, or agree or offer to Dispose of, the Controller Interests;
  - (2) create, or agree or offer to create, any Security Interest in the Controller Interests; or
  - (3) 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.

### **4 Permitted actions**

#### **4.1 Takeover Bid**

- (1) If:
  - (a) a takeover bid (as defined in the Corporations Act) is made in respect of any Shares; and
  - (b) the holders of at least 50% of the Shares in respect of which the takeover bid is made that are not subject to escrow have accepted the offer made under the takeover bid,

then the restrictions in clauses 2 and 3 do not apply in relation to the offer made under that takeover bid, and the Holder may accept the offer for some or all of the Escrowed Securities pursuant to that takeover bid.

- (2) Notwithstanding paragraph (1) above, if the takeover bid does not become unconditional, the restrictions on disposal and dealing imposed by clauses 2 and 3 continue to apply to the Escrowed Securities.

#### **4.2 Merger by way of Scheme of Arrangement**

- (1) The Holder may do anything required to enable the Escrowed Securities to be cancelled or transferred as part of a merger by way of Scheme of Arrangement.
- (2) Notwithstanding paragraph (1) above, if the Scheme of Arrangement does not take effect, the restrictions on disposal and dealing imposed by clauses 2 and 3 continue to apply to the Escrowed Securities.

#### **4.3 Disposal to a Wholly-owned Subsidiary**

- (1) Escrowed Securities may be transferred to a Wholly-owned Subsidiary of the Holder provided that the Wholly-owned Subsidiary enters into a deed with the Lead Manager:
  - (a) on the same terms as this Deed prior to that transfer; and
  - (b) that provides that if it ceases to be a Wholly-owned Subsidiary of the Holder, it will immediately transfer any Escrowed Securities it holds back to the Holder.
- (2) If Escrowed Securities are transferred back to the Holder pursuant to clause 4.3(1)(b), the Holder must, prior to the transfer back, enter into a deed with the Lead Manager on the same terms as this Deed.

#### **4.4 Disposal pursuant to court order**

Notwithstanding any other term of this Deed, Escrowed Securities may be cancelled or transferred pursuant to an order of an Australian federal or state court of competent jurisdiction.

### **5 Warranties**

#### **5.1 Each of the Holder and the Controller warrant that:**

- (1) the Holder is an individual, or is duly incorporated or registered under the laws of the jurisdiction of its incorporation or registration and is in good standing;
- (2) the Holder has the power to enter into this Deed and perform and observe all of the obligations contained in it;
- (3) the Holder either has no Controller, or the Controller Controls the Holder;
- (4) the Holder is the registered owner of the Escrowed Securities set out in Item 2 of the Schedule;
- (5) the Controller Interests (if any) are as set out in Item 3 of the Schedule; and
- (6) there are no Security Interests in the Escrowed Securities or the Controller Interests.

### **6 Consequences of breaching this Deed**

- 6.1 If it appears to the Lead Manager that the Holder or a Controller may breach this Deed, the Lead Manager may take any steps it considers necessary to prevent the breach, or to enforce the Deed.
- 6.2 If the Holder or a Controller breaches this Deed, the Lead Manager may take any steps it considers necessary to enforce the Deed, or to rectify the breach.

### **7 Notification of Change of Control Event**

- 7.1 The Holder must notify the Lead Manager as soon as practicable of the occurrence or impending occurrence of a Change of Control Event in relation to the Holder and, other than in relation to a Change of Control Event that arises as a result of the death of a person

who Controls the Holder but provided that the person or persons who obtain Control of the Holder as a result of the death sign a deed poll of accession agreeing to be bound by the terms of this Deed as if that person or those persons were the Controller, seek the Lead Manager's consent to that event.

## **8 General**

### **8.1 Further assurance**

Each party must promptly at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Deed.

### **8.2 Amendment**

This Deed may not be changed or waived without the written consent of the Lead Manager.

### **8.3 Notices**

- (1) A notice or other communication connected with this Deed (**Notice**) has no legal effect unless it is in writing.
- (2) In addition to any other method of service provided by law, the Notice may be:
  - (a) sent by prepaid priority post to the address of the addressee set out in this Agreement or subsequently notified;
  - (b) sent by email to the email address of the addressee as notified by the addressee; or
  - (c) delivered at the address of the addressee set out in this Deed or subsequently notified.
- (3) If the Notice is sent or delivered in a manner provided by clause 8.3(2), it must be treated as given to and received by the party to which it is addressed:
  - (a) if sent by post, on the 3<sup>rd</sup> Business Day (at the address to which it is posted) after posting;
  - (b) if sent by email before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or
  - (c) if otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.
- (4) Any Notice by a party may be given and may be signed by its solicitor.

### **8.4 Governing law and jurisdiction**

- (1) The law of Victoria governs this Deed.
- (2) The parties submit to the non-exclusive jurisdiction of the courts of Victoria and the Federal Court of Australia.

### **8.5 Counterparts**

- (1) This Deed may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement.
- (2) This Deed is binding on the parties on the exchange of counterparts. A copy of a counterpart sent by facsimile machine or email:
  - (a) must be treated as an original counterpart;
  - (b) is sufficient evidence of the execution of the original; and
  - (c) may be produced in evidence for all purposes in place of the original.



## **Schedule**

- |        |  |
|--------|--|
| Item 1 | <b>Escrow Period</b><br><br>The period from the first date of quotation of the Company's shares on ASX until the date that is 18 months from the first date of quotation of the Company's shares on ASX. |
| Item 2 | <b>Escrowed Securities</b><br><br>10,000,000 Shares  |
| Item 3 | <b>Controller Interests</b><br><br>Sole director and shareholder   |

**Executed** as a deed and delivered on the date shown on the first page.

Executed by PAC Partners Securities Pty Ltd  
ACN 623 653 912 in accordance with  
section 127 of the Corporations Act 2001:



Director/company secretary

Craig Stranger

Name of director/company secretary  
(BLOCK LETTERS)



Director

Paul Jenz

Name of director  
(BLOCK LETTERS)

Executed by Mancann Pty Ltd ACN 623 783  
406 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, sealed and delivered**  
by the Controllers in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Daniel James Mansfield

\_\_\_\_\_  
Name of Witness

**Executed** as a deed and delivered on the date shown on the first page.

Executed by PAC Partners Securities Pty Ltd  
ACN 623 653 912 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 Mancann Pty Ltd ACN 623 783  
406 in accordance with section 127 of the  
*Corporations Act 2001:*

Director/company secretary

Director

Name of director/company secretary  
(BLOCK LETTERS)

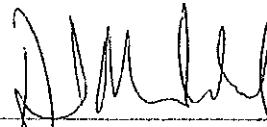
Name of director  
(BLOCK LETTERS)

**Signed, sealed and delivered**  
by the Controllers in the presence of:

Signature of Witness

Signature of Daniel James Mansfield

Matthew Mansfield  
Name of Witness



Daniel James Mansfield





## **Voluntary escrow deed**

### **Parties**

**PAC Partners Securities Pty Ltd**  
ACN 623 653 912

**Hootch Pty Ltd**  
ACN 627 633 649

**Michael Anthony Smith**

**Peter William McLeod**

**Roger Frederick Smith**

Norton Rose Fulbright Australia  
Level 15, RACV Tower, 485 Bourke Street  
Melbourne VIC 3000  
Tel: +61 (0)3 8686 6000  
nortonrosefulbright.com  
Our ref: 4005087

**Deed** dated

**Parties**      **PAC Partners Securities Pty Ltd** ACN 623 653 912  
of Level 10, 330 Collins Street, Melbourne, Victoria 3000  
(Lead Manager)

**Hootch Pty Ltd** ACN 627 633 649  
of Level 3, 369 Royal Parade Parkville Vic 3052  
(Holder)

**Peter William McLeod**  
of 8 Austin Road Hampton Vic 3188

**Roger Frederick Smith**  
of 3 Primula Street Blackburn North Vic 3130

**Michael Anthony Smith**  
of 24 Quamby Road Ringwood North Vic 3134  
(Controllers)

## **Introduction**

- A**      The Company proposes to undertake an initial public offering (IPO) of its Shares and make application to ASX to list on the Australian Securities Exchange.
- B**      The Lead Manager has been engaged by the Company to manage the IPO.
- C**      The Holder has agreed that it will not deal with the Escrowed Securities during the Escrow Period except as set out in this Deed.
- D**      The Controllers control the Holder.

## **It is agreed**

### **1      Definitions and interpretation**

#### **1.1      Definitions**

In this Deed:

- (1)      **Associate** has the meaning given in section 12 of the Corporations Act;
- (2)      **ASX Settlement** means ASX Settlement Pty Limited;
- (3)      **ASX** means ASX Limited or the Australian Securities Exchange currently operated by ASX Limited, as the case may require;
- (4)      **ASX Listing Rules** means the official listing rules of the ASX;

- (5) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (6) **Change of Control Event** means, in relation to an entity, an event the occurrence of which has the effect that:
  - (a) if a person Controlled the entity prior to the time the event occurred, the person ceased to Control the entity or another person obtained Control of the entity;
  - (b) if no person Controlled the entity prior to the time the event occurred, a person obtained Control of the entity; or
  - (c) if the entity is owned or Controlled by a group or consortium of persons, or if the group or consortium could Control the entity were they to act collectively, there is any material change in the composition of the group or consortium;
- (7) **CHES** has the meaning given in the ASX Listing Rules;
- (8) **Company** means Althea Group Holdings Limited ACN 626 966 943;
- (9) **Control** means has the meaning given in section 50AA of the Corporations Act;
- (10) **Controller Interests** means the securities, substantial economic interest or other interests in the Escrowed Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in Item 3 of the Schedule;
- (11) **Corporations Act** means the *Corporations Act 2001* (Cth);
- (12) **Deed** means this document, including any schedule or annexure to it;
- (13) **Dispose** includes to:
  - (a) directly or indirectly sell, transfer or otherwise create, dispose or alienate any entitlement to or legal, beneficial or equitable interest or right in, or in respect of, any Escrowed Security or Escrowed Securities; or
  - (b) grant an option that if exercised (whether such exercise is subject to conditions or not), requires a person to do anything stated in subparagraph (a) above;
- (14) **Escrow Period** means the period set out in in Item 1 of the Schedule;
- (15) **Escrowed Securities** means the securities set out in Item 2 of the Schedule and any securities attaching to or arising out of those securities including as a result of a bonus issue, dividend or other distribution, or a share split or other reconstruction of capital;
- (16) **Scheme of Arrangement** means a scheme of arrangement between the Company and its members and/or creditors under Part 5.1 of the Corporations Act pursuant to which a person and its Associates will acquire a Relevant Interest in 50% or more of the issued ordinary capital of the Company;

(17) **Security Interest** means:

- (a) a mortgage, charge, hypothecation, assignment by way of security, pledge, lien, title retention arrangement, set-off arrangement, flawed asset arrangement or other arrangement having the same or equivalent commercial effect as a grant of security; or
- (b) any agreement to create or give rise to any interest or arrangement of the type referred to in clause 1.1(17)(a);

(18) **Shares** means fully paid ordinary shares in the Company; and

(19) **Wholly-owned Subsidiary** has the meaning given by section 9 of the Corporations Act.

1.2 **Interpretation**

(1) Reference to:

- (a) one gender includes the others;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a person includes a body corporate;
- (d) a party includes the party's executors, administrators, successors and permitted assigns;
- (e) a statute, regulation or a provision of any of them includes:
  - (i) any amendment or replacement of it; and
  - (ii) another regulation or other statutory instrument made under it; or made under it as amended or replaced; and
- (f) dollars means Australian dollars unless otherwise stated.

(2) "Including" and similar expressions are not words of limitation.

(3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

(4) Headings and any table of contents or index are for convenience only and do not form part of this Deed or affect its interpretation.

(5) A provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Deed or the inclusion of the provision in the Deed.

(6) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

1.3 **Parties**

- (1) If a party consists of more than 1 person, this Deed binds each of them separately and any 2 or more of them jointly.



- (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (3) A party which is a trustee is bound both personally and in its capacity as a trustee.

## **2 Escrow restrictions – Holder**

- 2.1 Subject to clauses 2.2 and 4, during the Escrow Period, the Holder must not do any of the following except with the prior written consent of the Lead Manager (which may be given or withheld in its absolute discretion):
- (1) Dispose of, or agree or offer to Dispose of, the Escrowed Securities;
  - (2) create, or agree or offer to create, any Security Interest in the Escrowed Securities, except as permitted under this Deed; or
  - (3) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Escrowed Securities.
- 2.2 Nothing in this Deed (including without limitation clauses 2.1 and 3.1), affects or in any way restricts any right in respect of voting attached to the Escrowed Securities, including without limitation any voting rights exercisable pursuant to the Controller Interests.

## **3 Escrow restrictions and guarantee – Controllers**

- 3.1 Subject to clause 2.2, during the Escrow Period, the Controllers must not do any of the following except with the prior written consent of the Lead Manager (which may be given or withheld in its absolute discretion) or otherwise in connection with or as a result of the death of a Controller:
- (1) Dispose of, or agree or offer to Dispose of, the Controller Interests;
  - (2) create, or agree or offer to create, any Security Interest in the Controller Interests; or
  - (3) 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.

## **4 Permitted actions**

### **4.1 Takeover Bid**

- (1) If:
  - (a) a takeover bid (as defined in the Corporations Act) is made in respect of any Shares; and
  - (b) the holders of at least 50% of the Shares in respect of which the takeover bid is made that are not subject to escrow have accepted the offer made under the takeover bid,

then the restrictions in clauses 2 and 3 do not apply in relation to the offer made under that takeover bid, and the Holder may accept the offer for some or all of the Escrowed Securities pursuant to that takeover bid.

- (2) Notwithstanding paragraph (1) above, if the takeover bid does not become unconditional, the restrictions on disposal and dealing imposed by clauses 2 and 3 continue to apply to the Escrowed Securities.

#### 4.2 Merger by way of Scheme of Arrangement

- (1) The Holder may do anything required to enable the Escrowed Securities to be cancelled or transferred as part of a merger by way of Scheme of Arrangement.
- (2) Notwithstanding paragraph (1) above, if the Scheme of Arrangement does not take effect, the restrictions on disposal and dealing imposed by clauses 2 and 3 continue to apply to the Escrowed Securities.

#### 4.3 Disposal to a Wholly-owned Subsidiary

- (1) Escrowed Securities may be transferred to a Wholly-owned Subsidiary of the Holder provided that the Wholly-owned Subsidiary enters into a deed with the Lead Manager:
  - (a) on the same terms as this Deed prior to that transfer; and
  - (b) that provides that if it ceases to be a Wholly-owned Subsidiary of the Holder, it will immediately transfer any Escrowed Securities it holds back to the Holder.
- (2) If Escrowed Securities are transferred back to the Holder pursuant to clause 4.3(1)(b), the Holder must, prior to the transfer back, enter into a deed with the Lead Manager on the same terms as this Deed.

#### 4.4 Disposal pursuant to court order

Notwithstanding any other term of this Deed, Escrowed Securities may be cancelled or transferred pursuant to an order of an Australian federal or state court of competent jurisdiction.

### 5 Warranties

#### 5.1 Each of the Holder and the Controllers warrant that:

- (1) the Holder is an individual, or is duly incorporated or registered under the laws of the jurisdiction of its incorporation or registration and is in good standing;
- (2) the Holder has the power to enter into this Deed and perform and observe all of the obligations contained in it;
- (3) the Holder either has no Controller, or the Controllers Control the Holder;
- (4) the Holder is the registered owner of the Escrowed Securities set out in Item 2 of the Schedule;
- (5) the Controller Interests (if any) are as set out in Item 3 of the Schedule; and
- (6) there are no Security Interests in the Escrowed Securities or the Controllers Interests.

## **6 Consequences of breaching this Deed**

- 6.1 If it appears to the Lead Manager that the Holder or a Controller may breach this Deed, the Lead Manager may take any steps it considers necessary to prevent the breach, or to enforce the Deed.
- 6.2 If the Holder or a Controller breaches this Deed, the Lead Manager may take any steps it considers necessary to enforce the Deed, or to rectify the breach.

## **7 Notification of Change of Control Event**

- 7.1 The Holder must notify the Lead Manager as soon as practicable of the occurrence or impending occurrence of a Change of Control Event in relation to the Holder and, other than in relation to a Change of Control Event that arises as a result of the death of a person who Controls the Holder but provided that the person or persons who obtain Control of the Holder as a result of the death sign a deed poll of accession agreeing to be bound by the terms of this Deed as if that person or those persons were the Controller, seek the Lead Manager's consent to that event.

## **8 General**

### **8.1 Further assurance**

Each party must promptly at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Deed.

### **8.2 Amendment**

This Deed may not be changed or waived without the written consent of the Lead Manager.

### **8.3 Notices**

- (1) A notice or other communication connected with this Deed (**Notice**) has no legal effect unless it is in writing.
- (2) In addition to any other method of service provided by law, the Notice may be:
- (a) sent by prepaid priority post to the address of the addressee set out in this Agreement or subsequently notified;
  - (b) sent by email to the email address of the addressee as notified by the addressee; or
  - (c) delivered at the address of the addressee set out in this Deed or subsequently notified.
- (3) If the Notice is sent or delivered in a manner provided by clause 8.3(2), it must be treated as given to and received by the party to which it is addressed:
- (a) if sent by post, on the 3<sup>rd</sup> Business Day (at the address to which it is posted) after posting;
  - (b) if sent by email to an email address notified by the addressee before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or

(c) if otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

(4) Any Notice by a party may be given and may be signed by its solicitor.

#### 8.4 Governing law and jurisdiction

(1) The law of Victoria governs this Deed.

(2) The parties submit to the non-exclusive jurisdiction of the courts of Victoria and the Federal Court of Australia.

#### 8.5 Counterparts

(1) This Deed may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement.

(2) This Deed is binding on the parties on the exchange of counterparts. A copy of a counterpart sent by facsimile machine or email:

(a) must be treated as an original counterpart;

(b) is sufficient evidence of the execution of the original; and

(c) may be produced in evidence for all purposes in place of the original.

## Schedule

- |        |  |
|--------|--|
| Item 1 | <b>Escrow Period</b><br>The period from the first date of quotation of the Company's shares on ASX until the date that is 12 months from the first date of quotation of the Company's shares on ASX. |
| Item 2 | <b>Escrowed Securities</b><br>7,500,000 Shares   |
| Item 3 | <b>Controller Interests</b><br>Each a director and 33.33% shareholder  |

Executed as a deed and delivered on the date shown on the first page.

Executed by PAC Partners Securities Pty Ltd ACN 623 653 912 in accordance with section 127 of the *Corporations Act 2001*:

\_\_\_\_\_  
Director/company secretary

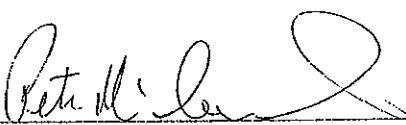
\_\_\_\_\_  
Director

\_\_\_\_\_  
Name of director/company secretary  
(BLOCK LETTERS)

\_\_\_\_\_  
Name of director  
(BLOCK LETTERS)

Executed by Hootch Pty Ltd ACN 627 633 649 in accordance with section 127 of the *Corporations Act 2001*:

  
\_\_\_\_\_  
Director/Lead Manager secretary

  
\_\_\_\_\_  
Director

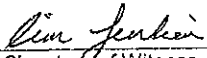
Michael Smith

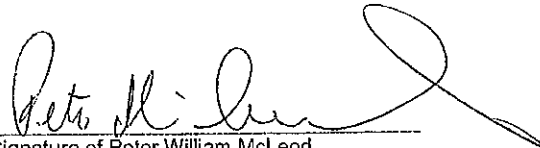
Peter McLeod

\_\_\_\_\_  
Name of director/Lead Manager secretary  
(BLOCK LETTERS)

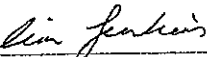
\_\_\_\_\_  
Name of director  
(BLOCK LETTERS)

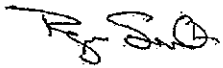
Signed, sealed and delivered by the Controllers in the presence of:

  
\_\_\_\_\_  
Signature of Witness

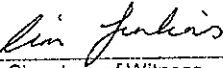
  
\_\_\_\_\_  
Signature of Peter William McLeod

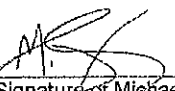
Tim Jenkins  
\_\_\_\_\_  
Name of Witness

  
\_\_\_\_\_  
Signature of Witness

  
\_\_\_\_\_  
Signature of Roger Frederick Smith

Tim Jenkins  
\_\_\_\_\_  
Name of Witness

  
\_\_\_\_\_  
Signature of Witness

  
\_\_\_\_\_  
Signature of Michael Anthony Smith

Tim Jenkins  
\_\_\_\_\_  
Name of Witness

## **Voluntary escrow deed**

### **Parties**

**PAC Partners Securities Pty Ltd**  
ACN 623 653 912

**Hootch Pty Ltd**  
ACN 627 633 649

**Michael Anthony Smith**

**Peter William McLeod**

**Roger Frederick Smith**

Norton Rose Fulbright Australia  
Level 15, RACV Tower, 485 Bourke Street  
Melbourne VIC 3000  
Tel: +61 (0)3 8686 6000  
nortonrosefulbright.com  
Our ref: 4005087

**Deed** dated

**Parties**      **PAC Partners Securities Pty Ltd** ACN 623 653 912  
of Level 10, 330 Collins Street, Melbourne, Victoria 3000  
(**Lead Manager**)

**Hootch Pty Ltd** ACN 627 633 649  
of Level 3, 369 Royal Parade Parkville Vic 3052  
(**Holder**)

**Peter William McLeod**  
of 8 Austin Road Hampton Vic 3188

**Roger Frederick Smith**  
of 3 Primula Street Blackburn North Vic 3130

**Michael Anthony Smith**  
of 24 Quamby Road Ringwood North Vic 3134  
(**Controllers**)

## **Introduction**

- A**      The Company proposes to undertake an initial public offering (**IPO**) of its Shares and make application to ASX to list on the Australian Securities Exchange.
- B**      The Lead Manager has been engaged by the Company to manage the IPO.
- C**      The Holder has agreed that it will not deal with the Escrowed Securities during the Escrow Period except as set out in this Deed.
- D**      The Controllers control the Holder.

## **It is agreed**

### **1 Definitions and interpretation**

#### **1.1 Definitions**

In this Deed:

- (1)      **Associate** has the meaning given in section 12 of the Corporations Act;
- (2)      **ASX Settlement** means ASX Settlement Pty Limited;
- (3)      **ASX** means ASX Limited or the Australian Securities Exchange currently operated by ASX Limited, as the case may require;
- (4)      **ASX Listing Rules** means the official listing rules of the ASX;



- (5) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;
- (6) **Change of Control Event** means, in relation to an entity, an event the occurrence of which has the effect that:
- (a) if a person Controlled the entity prior to the time the event occurred, the person ceased to Control the entity or another person obtained Control of the entity;
  - (b) if no person Controlled the entity prior to the time the event occurred, a person obtained Control of the entity; or
  - (c) if the entity is owned or Controlled by a group or consortium of persons, or if the group or consortium could Control the entity were they to act collectively, there is any material change in the composition of the group or consortium;
- (7) **CHES** has the meaning given in the ASX Listing Rules;
- (8) **Company** means Althea Group Holdings Limited ACN 626 968 943;
- (9) **Control** means has the meaning given in section 50AA of the Corporations Act;
- (10) **Controller Interests** means the securities, substantial economic interest or other interests in the Escrowed Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in Item 3 of the Schedule;
- (11) **Corporations Act** means the *Corporations Act 2001* (Cth);
- (12) **Deed** means this document, including any schedule or annexure to it;
- (13) **Dispose** includes to:
- (a) directly or indirectly sell, transfer or otherwise create, dispose or alienate any entitlement to or legal, beneficial or equitable interest or right in, or in respect of, any Escrowed Security or Escrowed Securities; or
  - (b) grant an option that if exercised (whether such exercise is subject to conditions or not), requires a person to do anything stated in subparagraph (a) above;
- (14) **Escrow Period** means the period set out in in Item 1 of the Schedule;
- (15) **Escrowed Securities** means the securities set out in Item 2 of the Schedule and any securities attaching to or arising out of those securities including as a result of a bonus issue, dividend or other distribution, or a share split or other reconstruction of capital;
- (16) **Scheme of Arrangement** means a scheme of arrangement between the Company and its members and/or creditors under Part 5.1 of the Corporations Act pursuant to which a person and its Associates will acquire a Relevant Interest in 50% or more of the issued ordinary capital of the Company;

- (17) **Security interest** means:
- (a) a mortgage, charge, hypothecation, assignment by way of security, pledge, lien, title retention arrangement, set-off arrangement, flawed asset arrangement or other arrangement having the same or equivalent commercial effect as a grant of security; or
  - (b) any agreement to create or give rise to any interest or arrangement of the type referred to in clause 1.1(17)(a);
- (18) **Shares** means fully paid ordinary shares in the Company; and
- (19) **Wholly-owned Subsidiary** has the meaning given by section 9 of the Corporations Act.

## 1.2 Interpretation

- (1) Reference to:
- (a) one gender includes the others;
  - (b) the singular includes the plural and the plural includes the singular;
  - (c) a person includes a body corporate;
  - (d) a party includes the party's executors, administrators, successors and permitted assigns;
  - (e) a statute, regulation or a provision of any of them includes:
    - (i) any amendment or replacement of it; and
    - (ii) another regulation or other statutory instrument made under it; or made under it as amended or replaced; and
  - (f) dollars means Australian dollars unless otherwise stated.
- (2) "Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings and any table of contents or index are for convenience only and do not form part of this Deed or affect its interpretation.
- (5) A provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Deed or the inclusion of the provision in the Deed.
- (6) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

## 1.3 Parties

- (1) If a party consists of more than 1 person, this Deed binds each of them separately and any 2 or more of them jointly.

- (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (3) A party which is a trustee is bound both personally and in its capacity as a trustee.

## **2 Escrow restrictions – Holder**

- 2.1 Subject to clauses 2.2 and 4, during the Escrow Period, the Holder must not do any of the following except with the prior written consent of the Lead Manager (which may be given or withheld in its absolute discretion):
- (1) Dispose of, or agree or offer to Dispose of, the Escrowed Securities;
  - (2) create, or agree or offer to create, any Security Interest in the Escrowed Securities, except as permitted under this Deed; or
  - (3) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Escrowed Securities.
- 2.2 Nothing in this Deed (including without limitation clauses 2.1 and 3.1), affects or in any way restricts any right in respect of voting attached to the Escrowed Securities, including without limitation any voting rights exercisable pursuant to the Controller Interests.

## **3 Escrow restrictions and guarantee – Controllers**

- 3.1 Subject to clause 2.2, during the Escrow Period, the Controllers must not do any of the following except with the prior written consent of the Lead Manager (which may be given or withheld in its absolute discretion) or otherwise in connection with or as a result of the death of a Controller:
- (1) Dispose of, or agree or offer to Dispose of, the Controller Interests;
  - (2) create, or agree or offer to create, any Security Interest in the Controller Interests; or
  - (3) 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.

## **4 Permitted actions**

### **4.1 Takeover Bid**

- (1) If:
  - (a) a takeover bid (as defined in the Corporations Act) is made in respect of any Shares; and
  - (b) the holders of at least 50% of the Shares in respect of which the takeover bid is made that are not subject to escrow have accepted the offer made under the takeover bid,

then the restrictions in clauses 2 and 3 do not apply in relation to the offer made under that takeover bid, and the Holder may accept the offer for some or all of the Escrowed Securities pursuant to that takeover bid.

- (2) Notwithstanding paragraph (1) above, if the takeover bid does not become unconditional, the restrictions on disposal and dealing imposed by clauses 2 and 3 continue to apply to the Escrowed Securities.

#### **4.2 Merger by way of Scheme of Arrangement**

- (1) The Holder may do anything required to enable the Escrowed Securities to be cancelled or transferred as part of a merger by way of Scheme of Arrangement.
- (2) Notwithstanding paragraph (1) above, if the Scheme of Arrangement does not take effect, the restrictions on disposal and dealing imposed by clauses 2 and 3 continue to apply to the Escrowed Securities.

#### **4.3 Disposal to a Wholly-owned Subsidiary**

- (1) Escrowed Securities may be transferred to a Wholly-owned Subsidiary of the Holder provided that the Wholly-owned Subsidiary enters into a deed with the Lead Manager:
  - (a) on the same terms as this Deed prior to that transfer; and
  - (b) that provides that if it ceases to be a Wholly-owned Subsidiary of the Holder, it will immediately transfer any Escrowed Securities it holds back to the Holder.
- (2) If Escrowed Securities are transferred back to the Holder pursuant to clause 4.3(1)(b), the Holder must, prior to the transfer back, enter into a deed with the Lead Manager on the same terms as this Deed.

#### **4.4 Disposal pursuant to court order**

Notwithstanding any other term of this Deed, Escrowed Securities may be cancelled or transferred pursuant to an order of an Australian federal or state court of competent jurisdiction.

### **5 Warranties**

#### **5.1 Each of the Holder and the Controllers warrant that:**

- (1) the Holder is an individual, or is duly incorporated or registered under the laws of the jurisdiction of its incorporation or registration and is in good standing;
- (2) the Holder has the power to enter into this Deed and perform and observe all of the obligations contained in it;
- (3) the Holder either has no Controller, or the Controllers Control the Holder;
- (4) the Holder is the registered owner of the Escrowed Securities set out in Item 2 of the Schedule;
- (5) the Controller Interests (if any) are as set out in Item 3 of the Schedule; and
- (6) there are no Security Interests in the Escrowed Securities or the Controllers Interests.

## **6 Consequences of breaching this Deed**

- 6.1 If it appears to the Lead Manager that the Holder or a Controller may breach this Deed, the Lead Manager may take any steps it considers necessary to prevent the breach, or to enforce the Deed.
- 6.2 If the Holder or a Controller breaches this Deed, the Lead Manager may take any steps it considers necessary to enforce the Deed, or to rectify the breach.

## **7 Notification of Change of Control Event**

- 7.1 The Holder must notify the Lead Manager as soon as practicable of the occurrence or impending occurrence of a Change of Control Event in relation to the Holder and, other than in relation to a Change of Control Event that arises as a result of the death of a person who Controls the Holder but provided that the person or persons who obtain Control of the Holder as a result of the death sign a deed poll of accession agreeing to be bound by the terms of this Deed as if that person or those persons were the Controller, seek the Lead Manager's consent to that event.

## **8 General**

### **8.1 Further assurance**

Each party must promptly at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Deed.

### **8.2 Amendment**

This Deed may not be changed or waived without the written consent of the Lead Manager.

### **8.3 Notices**

- (1) A notice or other communication connected with this Deed (**Notice**) has no legal effect unless it is in writing.
- (2) In addition to any other method of service provided by law, the Notice may be:
- (a) sent by prepaid priority post to the address of the addressee set out in this Agreement or subsequently notified;
  - (b) sent by email to the email address of the addressee as notified by the addressee; or
  - (c) delivered at the address of the addressee set out in this Deed or subsequently notified.
- (3) If the Notice is sent or delivered in a manner provided by clause 8.3(2), it must be treated as given to and received by the party to which it is addressed:
- (a) if sent by post, on the 3<sup>rd</sup> Business Day (at the address to which it is posted) after posting;
  - (b) if sent by email to an email address notified by the addressee before 5pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt; or

(c) if otherwise delivered before 5pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

(4) Any Notice by a party may be given and may be signed by its solicitor.

#### **8.4 Governing law and jurisdiction**

(1) The law of Victoria governs this Deed.

(2) The parties submit to the non-exclusive jurisdiction of the courts of Victoria and the Federal Court of Australia.

#### **8.5 Counterparts**

(1) This Deed may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement.

(2) This Deed is binding on the parties on the exchange of counterparts. A copy of a counterpart sent by facsimile machine or email:

(a) must be treated as an original counterpart;

(b) is sufficient evidence of the execution of the original; and

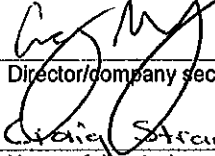
(c) may be produced in evidence for all purposes in place of the original.

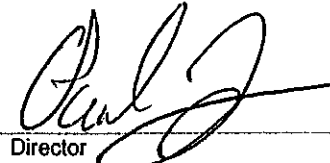
## **Schedule**

- |        |  |
|--------|--|
| Item 1 | <b>Escrow Period</b><br><br>The period from the first date of quotation of the Company's shares on ASX until the date that is 12 months from the first date of quotation of the Company's shares on ASX. |
| Item 2 | <b>Escrowed Securities</b><br><br>7,500,000 Shares   |
| Item 3 | <b>Controller Interests</b><br><br>Each a director and 33.33% shareholder  |

**Executed** as a deed and delivered on the date shown on the first page.

Executed by **PAC Partners Securities Pty Ltd** ACN 623 653 912 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)

Executed by **Hootch Pty Ltd** ACN 627 633 649 in accordance with section 127 of the *Corporations Act 2001*:

\_\_\_\_\_  
Director/Lead Manager secretary  
\_\_\_\_\_  
Name of director/Lead Manager secretary  
(BLOCK LETTERS)

\_\_\_\_\_  
Director  
\_\_\_\_\_  
Name of director  
(BLOCK LETTERS)

**Signed, sealed and delivered**  
by the Controllers in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Peter William McLeod

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Roger Frederick Smith

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Michael Anthony Smith

\_\_\_\_\_  
Name of Witness