



7 December 2020

The Manager
Company Announcements Office
ASX Limited
Melbourne VIC 3000

By electronic lodgement

Dear Sir or Madam

Youfoodz Holdings Limited - Substantial Holder Notices

Please find enclosed substantial holder notices on behalf of the following persons:

- Youfoodz Holdings Limited;
- Lance Giles (and associates); and
- RGT Capital Fund No. 6 (YF) Pty Ltd as trustee for the RGT Capital Fund No. 6 (YF) Trust.

Yours sincerely

Andrew Phillips
Company Secretary
Youfoodz Holdings Limited

Form 603

Corporations Act 2001 Section 671B

Notice of initial substantial holder

To Company Name/Scheme Youfoodz Holdings Limited (Youfoodz)

ACN/ARSN ACN 635 434 801

1. Details of substantial holder (1)

Name Youfoodz (and the persons named in Annexure A)

ACN (if applicable) See Annexure A

The holder became a substantial holder on 7/12/2020

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities(4)	Number of securities	Persons' votes(5)	Voting power (6)
Ordinary shares	97,706,333	97,706,333	72.68%

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
Youfoodz	Restrictions on the disposal of shares under the voluntary escrow arrangements disclosed in the Prospectus dated 30 October 2020 give Youfoodz a deemed relevant interest in its own shares under section 608(1)(c) of the Corporations Act (see Annexure B). See Annexure C for copies of the voluntary escrow deeds. However, Youfoodz has no right to acquire these shares or to exercise, or control the exercise of, a right to vote attached to these shares.	97,706,333 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
Youfoodz	Those holders listed in Annexure B	Those holders listed in Annexure B	97,706,333 ordinary shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the 4 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	
Youfoodz	No consideration was paid by Youfoodz. Youfoodz has no right to acquire the shares that are subject to the escrow agreements.			

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
See Annexure A	See Annexure A

7. Addresses

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

Name	Address
Youfoodz	Unit 4, 52 Pritchard Road, Virginia QLD 4014
See Annexure A	See Annexure A

Signature

print name Lance Giles

capacity Director

sign here



date 7/12/2020

Annexure A - List of Associates

This is Annexure A of 1 page referred to in the Form 603 (Notice of initial substantial holder)



Signature of Lance Giles

Position: Director

Date: 7/12/2020

Subsidiary of Youfoodz	ACN	Address
Youfoodz Pty Ltd	160 909 893	Sovereign Private Pty Ltd, Level 26 6-10, O'Connell Street, Sydney, NSW 2000
IDK Pty Ltd	613 645 640	As above.
Fresh Four Pty Ltd	618 884 174	As above.
Youjuice Pty Ltd	619 578 111	As above.
Youfoodz IP Pty Ltd	644 160 501	As above.

Annexure B - List of Escrowed Shareholders

This is Annexure B of 1 page referred to in the Form 603 (Notice of initial substantial holder)



Signature of Lance Giles

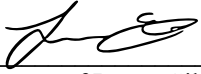
Position: Director

Date: 7/12/2020

Registered Holder of Securities	Address
Lance Giles	5/9 Griffith Street, New Farm QLD 4005
Arthur Giles as trustee for A&MG Trust	20 Stargate Court, Reedy Creek QLD 4227
Christine Ann Stott as trustee for JStiles Trust	13 Kirkwood Place, Reedy Creek QLD 4227
Karl Giles as trustee for LStiles Trust	5 Tallowood Road, Ashmore QLD 4214
Jermaine Leonard Karaitiana Chambers as trustee for Chambers Trust	Shop 11, 19 Robina Town Centre Drive Robina Town Centre QLD 4230
RGT Capital Fund No. 6 (YF) Pty Ltd as trustee for the RGT Capital Fund No. 6 (YF) Trust	75 Nelson Street, Annandale NSW 2038
Jennifer Dowery as trustee for the Dowery Family Trust	Unit 1602, 4 Edmondstone Street, South Brisbane QLD 4101
Jonathan Salt	129 Koolan Crescent, Shailer Park QLD 4128.
John O'Connor	6 Goodwin Ave, Ashfield NSW 2131

Annexure C - Voluntary Escrow Deeds

This is Annexure C of 100 pages referred to in the Form 603 (Notice of initial substantial holder).

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

Signature of Lance Giles

Position: Director

Date: 7/12/2020



Voluntary Escrow Deed

Youfoodz Holdings Limited

The person named in Item 1 of the Schedule

Baker & McKenzie
ABN 32 266 778 912
Level 19
181 William Street
Melbourne VIC 3000
Australia
www.bakermckenzie.com

5375639-v1\SYDDMS

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Title **Voluntary Escrow Deed**

Date 29 October 2020

Parties **Youfoodz Holdings Limited (ACN 635 434 801)** of Unit 4, 52 Pritchard Road, Virginia, QLD 4014 (**Entity**)

The party described in Item 1 of the Schedule (**Holder**)

Recitals

- A The Entity intends to undertake an Initial Public Offering.
- B The Holder has agreed to the restrictions contained in this deed in respect of the Restricted Securities and to the other provisions of this deed.

Operative provisions

1. Definitions and interpretation

Definitions

- 1.1 In this deed, unless the context requires otherwise:

ASX means ASX Limited or the securities market it operates (as the context requires) (ACN 008 624 691).

ASX Settlement Operating Rules means the rules of the same name of ASX Settlement Pty Ltd (ACN 008 504 532), as in force from time to time.

Completion means completion of the allotment of Securities pursuant to the Initial Public Offering.

Conversion has the meaning given in the ASX Settlement Operating Rules.

Corporations Act means the *Corporations Act 2001* (Cth).

deed means this voluntary escrow deed.

Dispose means dispose, directly or indirectly through another person, by any means, including:

- (a) granting, being granted or exercising an option;
- (b) declaring a trust over;
- (c) using as collateral; or
- (d) decreasing an economic interest,

and **Disposal** has a corresponding meaning.

Escrow Period means the period set out in Item 2 of the Schedule.

Holding Lock has the meaning given in the ASX Settlement Operating Rules.

Initial Public Offering means the initial public offering of Securities under a prospectus to be prepared and lodged with the Australian Securities and Investments Commission under the Corporations Act and the admission of the Entity to the official list of ASX.

Issuer Operated Subregister has the meaning given in the ASX Settlement Operating Rules.

Liability means any liability, whether actual or contingent, present or future, quantified or unquantified.

Listing Rules means the listing rules of ASX, as in force from time to time.

Restricted Securities means the securities set out in Item 3 of the Schedule (as adjusted in accordance with the Listing Rules for any reorganisation of capital undertaken by the Entity).

Securities means ordinary shares in the capital of the Entity.

Takeover Bid has the meaning given in section 9 of the Corporations Act.

Interpretation

1.2 In this deed:

- (a) unless the context requires otherwise, a reference to:
 - (i) the singular includes the plural and vice versa;
 - (ii) a document (including this deed) is a reference to that document as amended, consolidated, supplemented, novated or replaced;
 - (iii) a party means a party to this deed;
 - (iv) an Item, recital, clause, Schedule or Annexure is to an Item, recital, clause, Schedule or Annexure of or to this deed;
 - (v) a notice means a notice, approval, demand, request, nomination or other communication given by one party to another under or in connection with this deed;
 - (vi) a person (including a party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust and government agency, and the person's successors, permitted assigns, substitutes, executors and administrators;
 - (vii) a law includes any legislation, judgment, rule of common law or equity or rule of any applicable stock exchange, and is a reference to that law as amended, consolidated, supplemented or replaced and includes a reference to any regulation, by-law or other subordinate legislation; and
 - (viii) the words "including" and "includes" mean "including, but not limited to", and "includes, without limitation" respectively;
- (b) headings are for convenience only and do not affect interpretation of this deed; and
- (c) if a period must be calculated from, after or before a day or the day of an act or event, it must be calculated excluding that day.

Deed subject to Listing Rules

- 1.3 If the Entity is admitted to the official list of ASX:
- (a) despite anything contained in this deed, if the Listing Rules prohibit an act being done, the act must not be done;
 - (b) nothing contained in this deed prevents an act being done that the Listing Rules require to be done;
 - (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
 - (d) if the Listing Rules require this deed to contain a provision and it does not contain that provision, this deed is deemed to contain that provision;
 - (e) if the Listing Rules require this deed not to contain a provision and it contains that provision, this deed is deemed not to contain that provision; and
 - (f) if any provision of this deed is or becomes inconsistent with the Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. Condition precedent

- 2.1 The undertakings of the Holder pursuant to this deed are conditional upon Completion occurring.

3. Escrow restrictions

Holder restrictions

- 3.1 Subject to clause 4, during the Escrow Period, the Holder must not:
- (a) Dispose of, or agree or offer to Dispose of, all or any part of the Restricted Securities; or
 - (b) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of all or any part of the Restricted Securities,
- except as permitted by clause 4, and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the Entity.

Holding Lock

- 3.2 The Holder agrees that the Restricted Securities are to be kept on the Entity's Issuer Operated Subregister and are to have a Holding Lock applied.

4. Exceptions to escrow

Voting and dividend rights

- 4.1 Nothing in this deed removes, changes or restricts the voting rights attached to, or the right to receive dividends or distributions in respect of, the Restricted Securities.

Waiver

4.2 The Entity may waive at any time any of the restrictions in clause 3:

- (a) on such terms and conditions; and
- (b) in respect of such number of Restricted Securities,
as the Entity determines by notice to the Holder.

Takeover Bid

4.3 Despite clause 3, the Holder may accept a Takeover Bid in respect of the Restricted Securities if:

- (a) holders of at least half of the securities that are not restricted securities, either under this deed or under any other document which imposes similar restrictions, and to which the offers under the Takeover Bid relate, have accepted; and
- (b) if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to any Restricted Securities that are not unconditionally bought under the Takeover Bid.

Scheme of arrangement

4.4 Despite clause 3, the Restricted Securities may be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act if the Holder agrees in writing that a Holding Lock will be re-applied to the Restricted Securities if the merger does not take effect.

Capital reduction or buy-back

4.5 Despite clause 3, the Restricted Securities may be transferred or cancelled as part of an equal access share buy-back or an equal reduction of share capital under Part 2J.1 of the Corporations Act.

Release from escrow

4.6 For the avoidance of doubt, the Holder is free to take any action referred to in clause 3.1 following the expiry of the Escrow Period.

4.7 The Entity will take reasonable steps to facilitate the release of the Holding Lock:

- (a) to the extent necessary to permit any Disposal of or other dealing with the Restricted Securities in accordance with this deed; and
- (b) in full following the expiry of the Escrow Period,
including notifying ASX in accordance with Listing Rule 3.10A.

5. Warranties

General

5.1 The Holder represents and warrants to the Entity, as at the date of this deed and at all times during the Escrow Period, that:

- (a) it has full power and authority to enter into and perform this deed and has obtained all necessary consents to enable it to do so;

- (b) it has duly executed this deed and this deed constitutes legal, valid and binding obligations enforceable against it in accordance with the terms of this deed;
- (c) the entry into and performance of this deed does not breach any obligation (including any statutory, contractual or fiduciary obligation) of the party, any law or, if it is a body corporate, its constitution or other constituent documents;
- (d) if it is a body corporate:
 - (i) it is a body corporate duly incorporated under laws of the jurisdiction of its incorporation; and
 - (ii) it has taken all necessary corporate action to authorise the execution and performance of this deed;
- (e) if it enters into this deed as trustee of a trust:
 - (i) it is the only trustee of the trust and no action has been taken or is proposed to remove it as trustee of the trust;
 - (ii) it has power under the terms of the trust to enter into and perform this deed;
 - (iii) true copies of the trust deed and other documents relating to the trust will be provided to the Entity on request;
 - (iv) it has carefully considered the purpose of this deed and considers that entry into this deed is for the benefit of the beneficiaries of the trust, whose consents (if necessary) have been obtained, and the terms of this deed are fair and reasonable;
 - (v) it has a right to be fully indemnified out of the trust assets in respect of obligations incurred by it under this deed and the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the trustee has a right to be indemnified out of the trust assets;
 - (vi) it is not and has never been in default under the terms of the trust;
 - (vii) no action has been taken or is proposed to terminate the trust; and
 - (viii) where the trustee is a body corporate, it and its directors and other officers have complied with their obligations in connection with the trust.

Breach of warranties

5.2 A breach of any of the warranties in this clause 5 is a breach of this deed.

Survival

5.3 The warranties in this clause 5 survive any termination of this deed.

6. Consequences of breaching this deed

Potential breach

6.1 If it appears to the Entity that the Holder may breach this deed, the Entity may take the steps necessary to prevent the breach and to enforce this deed.

Actual breach

6.2 If the Holder breaches this deed:

- (a) the Holder must take the steps necessary to rectify the breach;
- (b) the Entity may take the steps necessary to enforce this deed;
- (c) the Entity may refuse to acknowledge, deal with, accept or register any transfer, other Disposal or Conversion of any of the Restricted Securities in breach of this deed. This is in addition to other rights and remedies of the Entity; and
- (d) no conduct of the Holder will be taken as a direction to release the Holding Lock over any Restricted Securities.

7. General

Exercise of rights

7.1 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power, or remedy. A single or partial exercise of a right, power, or remedy by a party does not prevent a further exercise of that or of any other right, power, or remedy. Failure by a party to exercise or delay in exercising a right, power, or remedy does not prevent its exercise.

Costs

7.2 Each party must pay its own costs in respect of this deed and the documents and transactions contemplated by this deed.

Assignment

7.3 A party must not assign its rights under this deed without the prior written consent of the other party.

Invalid or unenforceable provisions

7.4 If a provision of this deed is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

Remedies cumulative

7.5 The rights, powers, and remedies of the parties under this deed are cumulative and do not exclude any other rights, powers or remedies.

Amendment

7.6 This deed may be amended only by a document signed by all parties.

Counterparts

7.7 This deed may be signed in counterparts and all counterparts taken together constitute one document.

Approvals and consents

- 7.8 A party may give its approval or consent conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this deed expressly provides otherwise.

Further assurances

- 7.9 Each party must, at its own expense, whenever requested by another party, promptly do or, to the extent reasonably practicable, arrange for others to do everything, including executing any documents, reasonably necessary to give full effect to this deed and the transactions contemplated by this deed.

Specific performance

- 7.10 The parties agree that damages are not an adequate remedy if a person breaches any of the provisions of this deed and that a party may apply for equitable relief (including the remedies of specific performance and injunctive relief) if a person breaches or threatens to breach this deed or it reasonably believes that a person is likely to breach this deed, and no party may oppose the granting of such relief.

Governing law

- 7.11 This deed is governed by the laws of New South Wales.

Jurisdiction

- 7.12 Each party irrevocably and unconditionally:
- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales; and
 - (b) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

Execution

- 7.13 This deed may be signed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same document.
- 7.14 A party may sign electronically a soft copy of this deed through DocuSign or other electronic means, and bind itself accordingly. That will satisfy any statutory or other requirements for it to be in writing and signed by that party. Any soft copy so signed will constitute an executed original counterpart. In addition, it is intended to print it out when so signed, so that the relevant signatures will appear in the printout, and any print-out will also be an executed original counterpart.

Schedule

Item		
1.	Holder's name and address:	Lance Dean Giles of 5/9 Griffith Street, New Farm QLD 4005.
2.	Escrow Period:	The period commencing on the date on which Completion occurs and ending on the date of release of the Entity's financial results for financial year ended 30 June 2022.
3.	Particulars of Restricted Securities:	2,193,023 Securities

Execution

Executed as a deed.

Signed sealed and delivered
by **Youfoodz Holdings Limited**
(ACN 635 434 801)
in accordance with section 127 of the
Corporations Act 2001 by a director and
secretary/director:



Signature of director

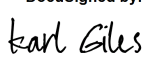
Neil Kearney
Name of director (please print)



Signature of secretary/director

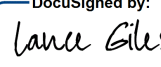
Andrew Phillips
Name of secretary/director (please print)

Signed sealed and delivered
by **Lance Dean Giles**
in the presence of:

DocuSigned by:

7C04FB408BEA3468...

Signature of witness

Karl Giles
Name of witness (please print)

DocuSigned by:

5929E082439D410...

Signature of **Lance Dean Giles**



Voluntary Escrow Deed

Youfoodz Holdings Limited

The person named in Item 1 of the Schedule

Baker & McKenzie
ABN 32 266 778 912
Level 19
181 William Street
Melbourne VIC 3000
Australia
www.bakermckenzie.com

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Title **Voluntary Escrow Deed**

Date 29 October 2020

Parties **Youfoodz Holdings Limited (ACN 635 434 801)** of Unit 4, 52 Pritchard Road, Virginia, QLD 4014 (**Entity**)

The party described in Item 1 of the Schedule (**Holder**)

Recitals

- A The Entity intends to undertake an Initial Public Offering.
- B The Holder has agreed to the restrictions contained in this deed in respect of the Restricted Securities and to the other provisions of this deed.

Operative provisions

1. Definitions and interpretation

Definitions

- 1.1 In this deed, unless the context requires otherwise:

ASX means ASX Limited or the securities market it operates (as the context requires) (ACN 008 624 691).

ASX Settlement Operating Rules means the rules of the same name of ASX Settlement Pty Ltd (ACN 008 504 532), as in force from time to time.

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deed means this voluntary escrow deed.

Dispose means dispose, directly or indirectly through another person, by any means, including:

- (a) granting, being granted or exercising an option;
- (b) declaring a trust over;
- (c) using as collateral; or
- (d) decreasing an economic interest,

and **Disposal** has a corresponding meaning.

Escrow Period means the period set out in Item 2 of the Schedule.

Holding Lock has the meaning given in the ASX Settlement Operating Rules.

Initial Public Offering means the initial public offering of Securities under a prospectus to be prepared and lodged with the Australian Securities and Investments Commission under the Corporations Act and the admission of the Entity to the official list of ASX.

Issuer Operated Subregister has the meaning given in the ASX Settlement Operating Rules.

Liability means any liability, whether actual or contingent, present or future, quantified or unquantified.

Listing Rules means the listing rules of ASX, as in force from time to time.

Restricted Securities means the securities set out in Item 3 of the Schedule (as adjusted in accordance with the Listing Rules for any reorganisation of capital undertaken by the Entity).

Securities means ordinary shares in the capital of the Entity.

Takeover Bid has the meaning given in section 9 of the Corporations Act.

Interpretation

1.2 In this deed:

- (a) unless the context requires otherwise, a reference to:
 - (i) the singular includes the plural and vice versa;
 - (ii) a document (including this deed) is a reference to that document as amended, consolidated, supplemented, novated or replaced;
 - (iii) a party means a party to this deed;
 - (iv) an Item, recital, clause, Schedule or Annexure is to an Item, recital, clause, Schedule or Annexure of or to this deed;
 - (v) a notice means a notice, approval, demand, request, nomination or other communication given by one party to another under or in connection with this deed;
 - (vi) a person (including a party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust and government agency, and the person's successors, permitted assigns, substitutes, executors and administrators;
 - (vii) a law includes any legislation, judgment, rule of common law or equity or rule of any applicable stock exchange, and is a reference to that law as amended, consolidated, supplemented or replaced and includes a reference to any regulation, by-law or other subordinate legislation; and
 - (viii) the words "including" and "includes" mean "including, but not limited to", and "includes, without limitation" respectively;
- (b) headings are for convenience only and do not affect interpretation of this deed; and
- (c) if a period must be calculated from, after or before a day or the day of an act or event, it must be calculated excluding that day.

Deed subject to Listing Rules

- 1.3 If the Entity is admitted to the official list of ASX:
- (a) despite anything contained in this deed, if the Listing Rules prohibit an act being done, the act must not be done;
 - (b) nothing contained in this deed prevents an act being done that the Listing Rules require to be done;
 - (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
 - (d) if the Listing Rules require this deed to contain a provision and it does not contain that provision, this deed is deemed to contain that provision;
 - (e) if the Listing Rules require this deed not to contain a provision and it contains that provision, this deed is deemed not to contain that provision; and
 - (f) if any provision of this deed is or becomes inconsistent with the Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. Condition precedent

- 2.1 The undertakings of the Holder pursuant to this deed are conditional upon Completion occurring.

3. Escrow restrictions

Holder restrictions

- 3.1 Subject to clause 4, during the Escrow Period, the Holder must not:
- (a) Dispose of, or agree or offer to Dispose of, all or any part of the Restricted Securities; or
 - (b) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of all or any part of the Restricted Securities,
- except as permitted by clause 4, and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the Entity.

Holding Lock

- 3.2 The Holder agrees that the Restricted Securities are to be kept on the Entity's Issuer Operated Subregister and are to have a Holding Lock applied.

4. Exceptions to escrow

Voting and dividend rights

- 4.1 Nothing in this deed removes, changes or restricts the voting rights attached to, or the right to receive dividends or distributions in respect of, the Restricted Securities.

Waiver

4.2 The Entity may waive at any time any of the restrictions in clause 3:

- (a) on such terms and conditions; and
- (b) in respect of such number of Restricted Securities,
as the Entity determines by notice to the Holder.

Takeover Bid

4.3 Despite clause 3, the Holder may accept a Takeover Bid in respect of the Restricted Securities if:

- (a) holders of at least half of the securities that are not restricted securities, either under this deed or under any other document which imposes similar restrictions, and to which the offers under the Takeover Bid relate, have accepted; and
- (b) if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to any Restricted Securities that are not unconditionally bought under the Takeover Bid.

Scheme of arrangement

4.4 Despite clause 3, the Restricted Securities may be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act if the Holder agrees in writing that a Holding Lock will be re-applied to the Restricted Securities if the merger does not take effect.

Capital reduction or buy-back

4.5 Despite clause 3, the Restricted Securities may be transferred or cancelled as part of an equal access share buy-back or an equal reduction of share capital under Part 2J.1 of the Corporations Act.

Release from escrow

4.6 For the avoidance of doubt, the Holder is free to take any action referred to in clause 3.1 following the expiry of the Escrow Period.

4.7 The Entity will take reasonable steps to facilitate the release of the Holding Lock:

- (a) to the extent necessary to permit any Disposal of or other dealing with the Restricted Securities in accordance with this deed; and
- (b) in full following the expiry of the Escrow Period,
including notifying ASX in accordance with Listing Rule 3.10A.

5. Warranties

General

5.1 The Holder represents and warrants to the Entity, as at the date of this deed and at all times during the Escrow Period, that:

- (a) it has full power and authority to enter into and perform this deed and has obtained all necessary consents to enable it to do so;

- (b) it has duly executed this deed and this deed constitutes legal, valid and binding obligations enforceable against it in accordance with the terms of this deed;
- (c) the entry into and performance of this deed does not breach any obligation (including any statutory, contractual or fiduciary obligation) of the party, any law or, if it is a body corporate, its constitution or other constituent documents;
- (d) if it is a body corporate:
 - (i) it is a body corporate duly incorporated under laws of the jurisdiction of its incorporation; and
 - (ii) it has taken all necessary corporate action to authorise the execution and performance of this deed;
- (e) if it enters into this deed as trustee of a trust:
 - (i) it is the only trustee of the trust and no action has been taken or is proposed to remove it as trustee of the trust;
 - (ii) it has power under the terms of the trust to enter into and perform this deed;
 - (iii) true copies of the trust deed and other documents relating to the trust will be provided to the Entity on request;
 - (iv) it has carefully considered the purpose of this deed and considers that entry into this deed is for the benefit of the beneficiaries of the trust, whose consents (if necessary) have been obtained, and the terms of this deed are fair and reasonable;
 - (v) it has a right to be fully indemnified out of the trust assets in respect of obligations incurred by it under this deed and the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the trustee has a right to be indemnified out of the trust assets;
 - (vi) it is not and has never been in default under the terms of the trust;
 - (vii) no action has been taken or is proposed to terminate the trust; and
 - (viii) where the trustee is a body corporate, it and its directors and other officers have complied with their obligations in connection with the trust.

Breach of warranties

5.2 A breach of any of the warranties in this clause 5 is a breach of this deed.

Survival

5.3 The warranties in this clause 5 survive any termination of this deed.

6. Consequences of breaching this deed

Potential breach

6.1 If it appears to the Entity that the Holder may breach this deed, the Entity may take the steps necessary to prevent the breach and to enforce this deed.

Actual breach

6.2 If the Holder breaches this deed:

- (a) the Holder must take the steps necessary to rectify the breach;
- (b) the Entity may take the steps necessary to enforce this deed;
- (c) the Entity may refuse to acknowledge, deal with, accept or register any transfer, other Disposal or Conversion of any of the Restricted Securities in breach of this deed. This is in addition to other rights and remedies of the Entity; and
- (d) no conduct of the Holder will be taken as a direction to release the Holding Lock over any Restricted Securities.

7. General

Exercise of rights

7.1 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power, or remedy. A single or partial exercise of a right, power, or remedy by a party does not prevent a further exercise of that or of any other right, power, or remedy. Failure by a party to exercise or delay in exercising a right, power, or remedy does not prevent its exercise.

Costs

7.2 Each party must pay its own costs in respect of this deed and the documents and transactions contemplated by this deed.

Assignment

7.3 A party must not assign its rights under this deed without the prior written consent of the other party.

Invalid or unenforceable provisions

7.4 If a provision of this deed is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

Remedies cumulative

7.5 The rights, powers, and remedies of the parties under this deed are cumulative and do not exclude any other rights, powers or remedies.

Amendment

7.6 This deed may be amended only by a document signed by all parties.

Counterparts

7.7 This deed may be signed in counterparts and all counterparts taken together constitute one document.

Approvals and consents

- 7.8 A party may give its approval or consent conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this deed expressly provides otherwise.

Further assurances

- 7.9 Each party must, at its own expense, whenever requested by another party, promptly do or, to the extent reasonably practicable, arrange for others to do everything, including executing any documents, reasonably necessary to give full effect to this deed and the transactions contemplated by this deed.

Specific performance

- 7.10 The parties agree that damages are not an adequate remedy if a person breaches any of the provisions of this deed and that a party may apply for equitable relief (including the remedies of specific performance and injunctive relief) if a person breaches or threatens to breach this deed or it reasonably believes that a person is likely to breach this deed, and no party may oppose the granting of such relief.

Governing law

- 7.11 This deed is governed by the laws of New South Wales.

Jurisdiction

- 7.12 Each party irrevocably and unconditionally:
- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales; and
 - (b) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

Execution

- 7.13 This deed may be signed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same document.
- 7.14 A party may sign electronically a soft copy of this deed through DocuSign or other electronic means, and bind itself accordingly. That will satisfy any statutory or other requirements for it to be in writing and signed by that party. Any soft copy so signed will constitute an executed original counterpart. In addition, it is intended to print it out when so signed, so that the relevant signatures will appear in the printout, and any print-out will also be an executed original counterpart.

Schedule

Item		
1.	Holder's name and address:	Arthur John Giles as Trustee for the A & MG Trust of 20 Stargate Court, Reedy Creek QLD 4227.
2.	Escrow Period:	The period commencing on the date on which Completion occurs and ending on the date of release of the Entity's financial results for financial year ended 30 June 2022.
3.	Particulars of Restricted Securities:	5,572,992 Securities

Execution

Executed as a deed.

Signed sealed and delivered
by **Youfoodz Holdings Limited**
(ACN 635 434 801)
in accordance with section 127 of the
Corporations Act 2001 by a director and
secretary/director:



Signature of director

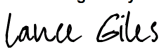
Neil Kearney
Name of director (please print)



Signature of secretary/director

Andrew Phillips
Name of secretary/director (please print)

Signed sealed and delivered by
Arthur John Giles as Trustee for the
A & MG Trust
in the presence of:

DocuSigned by:

5929E082449D410...

Signature of witness

Lance Giles
Name of witness (please print)

DocuSigned by:

369A45F19A444C8...

Signature of **Arthur John Giles**

Voluntary Escrow Deed

Youfoodz Holdings Limited

The person named in Item 1 of the Schedule

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Title **Voluntary Escrow Deed**

Date 27 November 2020

Parties **Youfoodz Holdings Limited (ACN 635 434 801)** of Unit 4, 52 Pritchard Road, Virginia, QLD 4014 (**Entity**)

 The party described in Item 1 of the Schedule (**Holder**)

Recitals

- A The Entity intends to undertake an Initial Public Offering.
- B The Holder has agreed to the restrictions contained in this deed in respect of the Restricted Securities and to the other provisions of this deed.

Operative provisions

1. Definitions and interpretation

Definitions

- 1.1 In this deed, unless the context requires otherwise:

ASX means ASX Limited or the securities market it operates (as the context requires) (ACN 008 624 691).

ASX Settlement Operating Rules means the rules of the same name of ASX Settlement Pty Ltd (ACN 008 504 532), as in force from time to time.

Completion means completion of the allotment of Securities pursuant to the Initial Public Offering.

Conversion has the meaning given in the ASX Settlement Operating Rules.

Corporations Act means the *Corporations Act 2001* (Cth).

deed means this voluntary escrow deed.

Dispose means dispose, directly or indirectly through another person, by any means, including:

- (a) granting, being granted or exercising an option;
- (b) declaring a trust over;
- (c) using as collateral; or
- (d) decreasing an economic interest,

and **Disposal** has a corresponding meaning.

Escrow Period means the period set out in Item 2 of the Schedule.

Holding Lock has the meaning given in the ASX Settlement Operating Rules.

Initial Public Offering means the initial public offering of Securities under a prospectus to be prepared and lodged with the Australian Securities and Investments Commission under the Corporations Act and the admission of the Entity to the official list of ASX.

Issuer Operated Subregister has the meaning given in the ASX Settlement Operating Rules.

Liability means any liability, whether actual or contingent, present or future, quantified or unquantified.

Listing Rules means the listing rules of ASX, as in force from time to time.

Restricted Securities means the securities set out in Item 3 of the Schedule (as adjusted in accordance with the Listing Rules for any reorganisation of capital undertaken by the Entity).

Securities means ordinary shares in the capital of the Entity.

Takeover Bid has the meaning given in section 9 of the Corporations Act.

Interpretation

1.2 In this deed:

- (a) unless the context requires otherwise, a reference to:
 - (i) the singular includes the plural and vice versa;
 - (ii) a document (including this deed) is a reference to that document as amended, consolidated, supplemented, novated or replaced;
 - (iii) a party means a party to this deed;
 - (iv) an Item, recital, clause, Schedule or Annexure is to an Item, recital, clause, Schedule or Annexure of or to this deed;
 - (v) a notice means a notice, approval, demand, request, nomination or other communication given by one party to another under or in connection with this deed;
 - (vi) a person (including a party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust and government agency, and the person's successors, permitted assigns, substitutes, executors and administrators;
 - (vii) a law includes any legislation, judgment, rule of common law or equity or rule of any applicable stock exchange, and is a reference to that law as amended, consolidated, supplemented or replaced and includes a reference to any regulation, by-law or other subordinate legislation; and
 - (viii) the words "including" and "includes" mean "including, but not limited to", and "includes, without limitation" respectively;
- (b) headings are for convenience only and do not affect interpretation of this deed; and
- (c) if a period must be calculated from, after or before a day or the day of an act or event, it must be calculated excluding that day.

Deed subject to Listing Rules

- 1.3 If the Entity is admitted to the official list of ASX:
- (a) despite anything contained in this deed, if the Listing Rules prohibit an act being done, the act must not be done;
 - (b) nothing contained in this deed prevents an act being done that the Listing Rules require to be done;
 - (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
 - (d) if the Listing Rules require this deed to contain a provision and it does not contain that provision, this deed is deemed to contain that provision;
 - (e) if the Listing Rules require this deed not to contain a provision and it contains that provision, this deed is deemed not to contain that provision; and
 - (f) if any provision of this deed is or becomes inconsistent with the Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.
-

2. Condition precedent

- 2.1 The undertakings of the Holder pursuant to this deed are conditional upon Completion occurring.
-

3. Escrow restrictions

Holder restrictions

- 3.1 Subject to clause 4, during the Escrow Period, the Holder must not:
- (a) Dispose of, or agree or offer to Dispose of, all or any part of the Restricted Securities; or
 - (b) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of all or any part of the Restricted Securities,
- except as permitted by clause 4, and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the Entity.

Holding Lock

- 3.2 The Holder agrees that the Restricted Securities are to be kept on the Entity's Issuer Operated Subregister and are to have a Holding Lock applied.
-

4. Exceptions to escrow

Voting and dividend rights

- 4.1 Nothing in this deed removes, changes or restricts the voting rights attached to, or the right to receive dividends or distributions in respect of, the Restricted Securities.

Waiver

4.2 The Entity may waive at any time any of the restrictions in clause 3:

- (a) on such terms and conditions; and
- (b) in respect of such number of Restricted Securities,
as the Entity determines by notice to the Holder.

Takeover Bid

4.3 Despite clause 3, the Holder may accept a Takeover Bid in respect of the Restricted Securities if:

- (a) holders of at least half of the securities that are not restricted securities, either under this deed or under any other document which imposes similar restrictions, and to which the offers under the Takeover Bid relate, have accepted; and
- (b) if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to any Restricted Securities that are not unconditionally bought under the Takeover Bid.

Scheme of arrangement

4.4 Despite clause 3, the Restricted Securities may be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act if the Holder agrees in writing that a Holding Lock will be re-applied to the Restricted Securities if the merger does not take effect.

Capital reduction or buy-back

4.5 Despite clause 3, the Restricted Securities may be transferred or cancelled as part of an equal access share buy-back or an equal reduction of share capital under Part 2J.1 of the Corporations Act.

Release from escrow

4.6 For the avoidance of doubt, the Holder is free to take any action referred to in clause 3.1 following the expiry of the Escrow Period.

4.7 The Entity will take reasonable steps to facilitate the release of the Holding Lock:

- (a) to the extent necessary to permit any Disposal of or other dealing with the Restricted Securities in accordance with this deed; and
- (b) in full following the expiry of the Escrow Period,
including notifying ASX in accordance with Listing Rule 3.10A.

5. Warranties

General

5.1 The Holder represents and warrants to the Entity, as at the date of this deed and at all times during the Escrow Period, that:

- (a) it has full power and authority to enter into and perform this deed and has obtained all necessary consents to enable it to do so;

- (b) it has duly executed this deed and this deed constitutes legal, valid and binding obligations enforceable against it in accordance with the terms of this deed;
- (c) the entry into and performance of this deed does not breach any obligation (including any statutory, contractual or fiduciary obligation) of the party, any law or, if it is a body corporate, its constitution or other constituent documents;
- (d) if it is a body corporate:
 - (i) it is a body corporate duly incorporated under laws of the jurisdiction of its incorporation; and
 - (ii) it has taken all necessary corporate action to authorise the execution and performance of this deed;
- (e) if it enters into this deed as trustee of a trust:
 - (i) it is the only trustee of the trust and no action has been taken or is proposed to remove it as trustee of the trust;
 - (ii) it has power under the terms of the trust to enter into and perform this deed;
 - (iii) true copies of the trust deed and other documents relating to the trust will be provided to the Entity on request;
 - (iv) it has carefully considered the purpose of this deed and considers that entry into this deed is for the benefit of the beneficiaries of the trust, whose consents (if necessary) have been obtained, and the terms of this deed are fair and reasonable;
 - (v) it has a right to be fully indemnified out of the trust assets in respect of obligations incurred by it under this deed and the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the trustee has a right to be indemnified out of the trust assets;
 - (vi) it is not and has never been in default under the terms of the trust;
 - (vii) no action has been taken or is proposed to terminate the trust; and
 - (viii) where the trustee is a body corporate, it and its directors and other officers have complied with their obligations in connection with the trust.

Breach of warranties

5.2 A breach of any of the warranties in this clause 5 is a breach of this deed.

Survival

5.3 The warranties in this clause 5 survive any termination of this deed.

6. Consequences of breaching this deed

Potential breach

6.1 If it appears to the Entity that the Holder may breach this deed, the Entity may take the steps necessary to prevent the breach and to enforce this deed.

Actual breach

6.2 If the Holder breaches this deed:

- (a) the Holder must take the steps necessary to rectify the breach;
- (b) the Entity may take the steps necessary to enforce this deed;
- (c) the Entity may refuse to acknowledge, deal with, accept or register any transfer, other Disposal or Conversion of any of the Restricted Securities in breach of this deed. This is in addition to other rights and remedies of the Entity; and
- (d) no conduct of the Holder will be taken as a direction to release the Holding Lock over any Restricted Securities.

7. General

Exercise of rights

7.1 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power, or remedy. A single or partial exercise of a right, power, or remedy by a party does not prevent a further exercise of that or of any other right, power, or remedy. Failure by a party to exercise or delay in exercising a right, power, or remedy does not prevent its exercise.

Costs

7.2 Each party must pay its own costs in respect of this deed and the documents and transactions contemplated by this deed.

Assignment

7.3 A party must not assign its rights under this deed without the prior written consent of the other party.

Invalid or unenforceable provisions

7.4 If a provision of this deed is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

Remedies cumulative

7.5 The rights, powers, and remedies of the parties under this deed are cumulative and do not exclude any other rights, powers or remedies.

Amendment

7.6 This deed may be amended only by a document signed by all parties.

Counterparts

7.7 This deed may be signed in counterparts and all counterparts taken together constitute one document.

Approvals and consents

- 7.8 A party may give its approval or consent conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this deed expressly provides otherwise.

Further assurances

- 7.9 Each party must, at its own expense, whenever requested by another party, promptly do or, to the extent reasonably practicable, arrange for others to do everything, including executing any documents, reasonably necessary to give full effect to this deed and the transactions contemplated by this deed.

Specific performance

- 7.10 The parties agree that damages are not an adequate remedy if a person breaches any of the provisions of this deed and that a party may apply for equitable relief (including the remedies of specific performance and injunctive relief) if a person breaches or threatens to breach this deed or it reasonably believes that a person is likely to breach this deed, and no party may oppose the granting of such relief.

Governing law

- 7.11 This deed is governed by the laws of New South Wales.

Jurisdiction

- 7.12 Each party irrevocably and unconditionally:
- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales; and
 - (b) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

Execution

- 7.13 This deed may be signed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same document.
- 7.14 A party may sign electronically a soft copy of this deed through DocuSign or other electronic means, and bind itself accordingly. That will satisfy any statutory or other requirements for it to be in writing and signed by that party. Any soft copy so signed will constitute an executed original counterpart. In addition, it is intended to print it out when so signed, so that the relevant signatures will appear in the printout, and any print-out will also be an executed original counterpart.

Schedule

Item		
1.	Holder's name and address:	Christine Ann Stott as Trustee for JStiles Trust of 13 Kirkwood Place, Reedy Creek QLD 4227.
2.	Escrow Period:	The period commencing on the date on which Completion occurs and ending on the date of release of the Entity's financial results for financial year ended 30 June 2022.
3.	Particulars of Restricted Securities:	3,354,396 Securities

Execution

Executed as a deed.

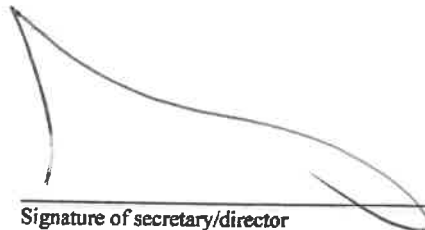
Signed sealed and delivered
by **Youfoodz Holdings Limited**
(ACN 635 434 801)
in accordance with section 127 of the
Corporations Act 2001 by a director and
secretary/director:



Signature of director

Lance Giles

Name of director (please print)



Signature of secretary/director

ANDREW GOY PRINCIPAL

Name of secretary/director (please print)

Signed sealed and delivered by
Christine Ann Stott as Trustee for the
JStiles Trust
in the presence of:



Signature of witness

Geoffrey Stott.

Name of witness (please print)



Signature of **Christine Ann Stott**



Voluntary Escrow Deed

Youfoodz Holdings Limited

The person named in Item 1 of the Schedule

Baker & McKenzie
ABN 32 266 778 912
Level 19
181 William Street
Melbourne VIC 3000
Australia
www.bakermckenzie.com

5375639-v1\SYDDMS

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Title **Voluntary Escrow Deed**

Date 29 October 2020

Parties **Youfoodz Holdings Limited (ACN 635 434 801)** of Unit 4, 52 Pritchard Road, Virginia, QLD 4014 (**Entity**)

 The party described in Item 1 of the Schedule (**Holder**)

Recitals

- A The Entity intends to undertake an Initial Public Offering.
- B The Holder has agreed to the restrictions contained in this deed in respect of the Restricted Securities and to the other provisions of this deed.

Operative provisions

1. Definitions and interpretation

Definitions

- 1.1 In this deed, unless the context requires otherwise:

ASX means ASX Limited or the securities market it operates (as the context requires) (ACN 008 624 691).

ASX Settlement Operating Rules means the rules of the same name of ASX Settlement Pty Ltd (ACN 008 504 532), as in force from time to time.

Completion means completion of the allotment of Securities pursuant to the Initial Public Offering.

Conversion has the meaning given in the ASX Settlement Operating Rules.

Corporations Act means the *Corporations Act 2001* (Cth).

deed means this voluntary escrow deed.

Dispose means dispose, directly or indirectly through another person, by any means, including:

- (a) granting, being granted or exercising an option;
- (b) declaring a trust over;
- (c) using as collateral; or
- (d) decreasing an economic interest,

and **Disposal** has a corresponding meaning.

Escrow Period means the period set out in Item 2 of the Schedule.

Holding Lock has the meaning given in the ASX Settlement Operating Rules.

Initial Public Offering means the initial public offering of Securities under a prospectus to be prepared and lodged with the Australian Securities and Investments Commission under the Corporations Act and the admission of the Entity to the official list of ASX.

Issuer Operated Subregister has the meaning given in the ASX Settlement Operating Rules.

Liability means any liability, whether actual or contingent, present or future, quantified or unquantified.

Listing Rules means the listing rules of ASX, as in force from time to time.

Restricted Securities means the securities set out in Item 3 of the Schedule (as adjusted in accordance with the Listing Rules for any reorganisation of capital undertaken by the Entity).

Securities means ordinary shares in the capital of the Entity.

Takeover Bid has the meaning given in section 9 of the Corporations Act.

Interpretation

1.2 In this deed:

- (a) unless the context requires otherwise, a reference to:
 - (i) the singular includes the plural and vice versa;
 - (ii) a document (including this deed) is a reference to that document as amended, consolidated, supplemented, novated or replaced;
 - (iii) a party means a party to this deed;
 - (iv) an Item, recital, clause, Schedule or Annexure is to an Item, recital, clause, Schedule or Annexure of or to this deed;
 - (v) a notice means a notice, approval, demand, request, nomination or other communication given by one party to another under or in connection with this deed;
 - (vi) a person (including a party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust and government agency, and the person's successors, permitted assigns, substitutes, executors and administrators;
 - (vii) a law includes any legislation, judgment, rule of common law or equity or rule of any applicable stock exchange, and is a reference to that law as amended, consolidated, supplemented or replaced and includes a reference to any regulation, by-law or other subordinate legislation; and
 - (viii) the words "including" and "includes" mean "including, but not limited to", and "includes, without limitation" respectively;
- (b) headings are for convenience only and do not affect interpretation of this deed; and
- (c) if a period must be calculated from, after or before a day or the day of an act or event, it must be calculated excluding that day.

Deed subject to Listing Rules

- 1.3 If the Entity is admitted to the official list of ASX:
- (a) despite anything contained in this deed, if the Listing Rules prohibit an act being done, the act must not be done;
 - (b) nothing contained in this deed prevents an act being done that the Listing Rules require to be done;
 - (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
 - (d) if the Listing Rules require this deed to contain a provision and it does not contain that provision, this deed is deemed to contain that provision;
 - (e) if the Listing Rules require this deed not to contain a provision and it contains that provision, this deed is deemed not to contain that provision; and
 - (f) if any provision of this deed is or becomes inconsistent with the Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. Condition precedent

- 2.1 The undertakings of the Holder pursuant to this deed are conditional upon Completion occurring.

3. Escrow restrictions

Holder restrictions

- 3.1 Subject to clause 4, during the Escrow Period, the Holder must not:
- (a) Dispose of, or agree or offer to Dispose of, all or any part of the Restricted Securities; or
 - (b) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of all or any part of the Restricted Securities,
- except as permitted by clause 4, and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the Entity.

Holding Lock

- 3.2 The Holder agrees that the Restricted Securities are to be kept on the Entity's Issuer Operated Subregister and are to have a Holding Lock applied.

4. Exceptions to escrow

Voting and dividend rights

- 4.1 Nothing in this deed removes, changes or restricts the voting rights attached to, or the right to receive dividends or distributions in respect of, the Restricted Securities.

Waiver

4.2 The Entity may waive at any time any of the restrictions in clause 3:

- (a) on such terms and conditions; and
- (b) in respect of such number of Restricted Securities,
as the Entity determines by notice to the Holder.

Takeover Bid

4.3 Despite clause 3, the Holder may accept a Takeover Bid in respect of the Restricted Securities if:

- (a) holders of at least half of the securities that are not restricted securities, either under this deed or under any other document which imposes similar restrictions, and to which the offers under the Takeover Bid relate, have accepted; and
- (b) if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to any Restricted Securities that are not unconditionally bought under the Takeover Bid.

Scheme of arrangement

4.4 Despite clause 3, the Restricted Securities may be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act if the Holder agrees in writing that a Holding Lock will be re-applied to the Restricted Securities if the merger does not take effect.

Capital reduction or buy-back

4.5 Despite clause 3, the Restricted Securities may be transferred or cancelled as part of an equal access share buy-back or an equal reduction of share capital under Part 2J.1 of the Corporations Act.

Release from escrow

4.6 For the avoidance of doubt, the Holder is free to take any action referred to in clause 3.1 following the expiry of the Escrow Period.

4.7 The Entity will take reasonable steps to facilitate the release of the Holding Lock:

- (a) to the extent necessary to permit any Disposal of or other dealing with the Restricted Securities in accordance with this deed; and
- (b) in full following the expiry of the Escrow Period,
including notifying ASX in accordance with Listing Rule 3.10A.

5. Warranties**General**

5.1 The Holder represents and warrants to the Entity, as at the date of this deed and at all times during the Escrow Period, that:

- (a) it has full power and authority to enter into and perform this deed and has obtained all necessary consents to enable it to do so;

- (b) it has duly executed this deed and this deed constitutes legal, valid and binding obligations enforceable against it in accordance with the terms of this deed;
- (c) the entry into and performance of this deed does not breach any obligation (including any statutory, contractual or fiduciary obligation) of the party, any law or, if it is a body corporate, its constitution or other constituent documents;
- (d) if it is a body corporate:
 - (i) it is a body corporate duly incorporated under laws of the jurisdiction of its incorporation; and
 - (ii) it has taken all necessary corporate action to authorise the execution and performance of this deed;
- (e) if it enters into this deed as trustee of a trust:
 - (i) it is the only trustee of the trust and no action has been taken or is proposed to remove it as trustee of the trust;
 - (ii) it has power under the terms of the trust to enter into and perform this deed;
 - (iii) true copies of the trust deed and other documents relating to the trust will be provided to the Entity on request;
 - (iv) it has carefully considered the purpose of this deed and considers that entry into this deed is for the benefit of the beneficiaries of the trust, whose consents (if necessary) have been obtained, and the terms of this deed are fair and reasonable;
 - (v) it has a right to be fully indemnified out of the trust assets in respect of obligations incurred by it under this deed and the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the trustee has a right to be indemnified out of the trust assets;
 - (vi) it is not and has never been in default under the terms of the trust;
 - (vii) no action has been taken or is proposed to terminate the trust; and
 - (viii) where the trustee is a body corporate, it and its directors and other officers have complied with their obligations in connection with the trust.

Breach of warranties

5.2 A breach of any of the warranties in this clause 5 is a breach of this deed.

Survival

5.3 The warranties in this clause 5 survive any termination of this deed.

6. Consequences of breaching this deed

Potential breach

6.1 If it appears to the Entity that the Holder may breach this deed, the Entity may take the steps necessary to prevent the breach and to enforce this deed.

Actual breach

6.2 If the Holder breaches this deed:

- (a) the Holder must take the steps necessary to rectify the breach;
- (b) the Entity may take the steps necessary to enforce this deed;
- (c) the Entity may refuse to acknowledge, deal with, accept or register any transfer, other Disposal or Conversion of any of the Restricted Securities in breach of this deed. This is in addition to other rights and remedies of the Entity; and
- (d) no conduct of the Holder will be taken as a direction to release the Holding Lock over any Restricted Securities.

7. General

Exercise of rights

7.1 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power, or remedy. A single or partial exercise of a right, power, or remedy by a party does not prevent a further exercise of that or of any other right, power, or remedy. Failure by a party to exercise or delay in exercising a right, power, or remedy does not prevent its exercise.

Costs

7.2 Each party must pay its own costs in respect of this deed and the documents and transactions contemplated by this deed.

Assignment

7.3 A party must not assign its rights under this deed without the prior written consent of the other party.

Invalid or unenforceable provisions

7.4 If a provision of this deed is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

Remedies cumulative

7.5 The rights, powers, and remedies of the parties under this deed are cumulative and do not exclude any other rights, powers or remedies.

Amendment

7.6 This deed may be amended only by a document signed by all parties.

Counterparts

7.7 This deed may be signed in counterparts and all counterparts taken together constitute one document.

Approvals and consents

- 7.8 A party may give its approval or consent conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this deed expressly provides otherwise.

Further assurances

- 7.9 Each party must, at its own expense, whenever requested by another party, promptly do or, to the extent reasonably practicable, arrange for others to do everything, including executing any documents, reasonably necessary to give full effect to this deed and the transactions contemplated by this deed.

Specific performance

- 7.10 The parties agree that damages are not an adequate remedy if a person breaches any of the provisions of this deed and that a party may apply for equitable relief (including the remedies of specific performance and injunctive relief) if a person breaches or threatens to breach this deed or it reasonably believes that a person is likely to breach this deed, and no party may oppose the granting of such relief.

Governing law

- 7.11 This deed is governed by the laws of New South Wales.

Jurisdiction

- 7.12 Each party irrevocably and unconditionally:
- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales; and
 - (b) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

Execution

- 7.13 This deed may be signed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same document.
- 7.14 A party may sign electronically a soft copy of this deed through DocuSign or other electronic means, and bind itself accordingly. That will satisfy any statutory or other requirements for it to be in writing and signed by that party. Any soft copy so signed will constitute an executed original counterpart. In addition, it is intended to print it out when so signed, so that the relevant signatures will appear in the printout, and any print-out will also be an executed original counterpart.

Schedule

Item		
1.	Holder's name and address:	Karl Arthur Giles as Trustee for the LStiles Trust of 5 Tallowood Road, Ashmore QLD 4214.
2.	Escrow Period:	The period commencing on the date on which Completion occurs and ending on the date of release of the Entity's financial results for financial year ended 30 June 2022.
3.	Particulars of Restricted Securities:	7,057,937 Securities

Execution

Executed as a deed.

Signed sealed and delivered
by **Youfoodz Holdings Limited**
(ACN 635 434 801)
in accordance with section 127 of the
Corporations Act 2001 by a director and
secretary/director:



Signature of director

Neil Kearney
Name of director (please print)



Signature of secretary/director

Andrew Phillips
Name of secretary/~~director~~ (please print)

Signed sealed and delivered
by **Karl Arthur Giles as Trustee for the**
LStiles Trust
in the presence of:

DocuSigned by:

5929E082449D410

Signature of witness

Lance Giles
Name of witness (please print)

DocuSigned by:

7C04FB49BEA3468...

Signature of **Karl Arthur Giles**



Voluntary Escrow Deed

Youfoodz Holdings Limited

The person named in Item 1 of the Schedule

Baker & McKenzie
ABN 32 266 778 912
Level 19
181 William Street
Melbourne VIC 3000
Australia
www.bakermckenzie.com

5375639-v1\SYDDMS

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Title **Voluntary Escrow Deed**

Date 29 October 2020

Parties **Youfoodz Holdings Limited (ACN 635 434 801)** of Unit 4, 52 Pritchard Road, Virginia, QLD 4014 (**Entity**)

 The party described in Item 1 of the Schedule (**Holder**)

Recitals

- A The Entity intends to undertake an Initial Public Offering.
- B The Holder has agreed to the restrictions contained in this deed in respect of the Restricted Securities and to the other provisions of this deed.

Operative provisions

1. Definitions and interpretation

Definitions

- 1.1 In this deed, unless the context requires otherwise:

ASX means ASX Limited or the securities market it operates (as the context requires) (ACN 008 624 691).

ASX Settlement Operating Rules means the rules of the same name of ASX Settlement Pty Ltd (ACN 008 504 532), as in force from time to time.

Completion means completion of the allotment of Securities pursuant to the Initial Public Offering.

Conversion has the meaning given in the ASX Settlement Operating Rules.

Corporations Act means the *Corporations Act 2001* (Cth).

deed means this voluntary escrow deed.

Dispose means dispose, directly or indirectly through another person, by any means, including:

- (a) granting, being granted or exercising an option;
- (b) declaring a trust over;
- (c) using as collateral; or
- (d) decreasing an economic interest,

and **Disposal** has a corresponding meaning.

Escrow Period means the period set out in Item 2 of the Schedule.

Holding Lock has the meaning given in the ASX Settlement Operating Rules.

Initial Public Offering means the initial public offering of Securities under a prospectus to be prepared and lodged with the Australian Securities and Investments Commission under the Corporations Act and the admission of the Entity to the official list of ASX.

Issuer Operated Subregister has the meaning given in the ASX Settlement Operating Rules.

Liability means any liability, whether actual or contingent, present or future, quantified or unquantified.

Listing Rules means the listing rules of ASX, as in force from time to time.

Restricted Securities means the securities set out in Item 3 of the Schedule (as adjusted in accordance with the Listing Rules for any reorganisation of capital undertaken by the Entity).

Securities means ordinary shares in the capital of the Entity.

Takeover Bid has the meaning given in section 9 of the Corporations Act.

Interpretation

1.2 In this deed:

- (a) unless the context requires otherwise, a reference to:
 - (i) the singular includes the plural and vice versa;
 - (ii) a document (including this deed) is a reference to that document as amended, consolidated, supplemented, novated or replaced;
 - (iii) a party means a party to this deed;
 - (iv) an Item, recital, clause, Schedule or Annexure is to an Item, recital, clause, Schedule or Annexure of or to this deed;
 - (v) a notice means a notice, approval, demand, request, nomination or other communication given by one party to another under or in connection with this deed;
 - (vi) a person (including a party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust and government agency, and the person's successors, permitted assigns, substitutes, executors and administrators;
 - (vii) a law includes any legislation, judgment, rule of common law or equity or rule of any applicable stock exchange, and is a reference to that law as amended, consolidated, supplemented or replaced and includes a reference to any regulation, by-law or other subordinate legislation; and
 - (viii) the words "including" and "includes" mean "including, but not limited to", and "includes, without limitation" respectively;
- (b) headings are for convenience only and do not affect interpretation of this deed; and
- (c) if a period must be calculated from, after or before a day or the day of an act or event, it must be calculated excluding that day.

Deed subject to Listing Rules

- 1.3 If the Entity is admitted to the official list of ASX:
- (a) despite anything contained in this deed, if the Listing Rules prohibit an act being done, the act must not be done;
 - (b) nothing contained in this deed prevents an act being done that the Listing Rules require to be done;
 - (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
 - (d) if the Listing Rules require this deed to contain a provision and it does not contain that provision, this deed is deemed to contain that provision;
 - (e) if the Listing Rules require this deed not to contain a provision and it contains that provision, this deed is deemed not to contain that provision; and
 - (f) if any provision of this deed is or becomes inconsistent with the Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. Condition precedent

- 2.1 The undertakings of the Holder pursuant to this deed are conditional upon Completion occurring.

3. Escrow restrictions

Holder restrictions

- 3.1 Subject to clause 4, during the Escrow Period, the Holder must not:
- (a) Dispose of, or agree or offer to Dispose of, all or any part of the Restricted Securities; or
 - (b) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of all or any part of the Restricted Securities,
- except as permitted by clause 4, and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the Entity.

Holding Lock

- 3.2 The Holder agrees that the Restricted Securities are to be kept on the Entity's Issuer Operated Subregister and are to have a Holding Lock applied.

4. Exceptions to escrow

Voting and dividend rights

- 4.1 Nothing in this deed removes, changes or restricts the voting rights attached to, or the right to receive dividends or distributions in respect of, the Restricted Securities.

Waiver

4.2 The Entity may waive at any time any of the restrictions in clause 3:

- (a) on such terms and conditions; and
- (b) in respect of such number of Restricted Securities,
as the Entity determines by notice to the Holder.

Takeover Bid

4.3 Despite clause 3, the Holder may accept a Takeover Bid in respect of the Restricted Securities if:

- (a) holders of at least half of the securities that are not restricted securities, either under this deed or under any other document which imposes similar restrictions, and to which the offers under the Takeover Bid relate, have accepted; and
- (b) if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to any Restricted Securities that are not unconditionally bought under the Takeover Bid.

Scheme of arrangement

4.4 Despite clause 3, the Restricted Securities may be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act if the Holder agrees in writing that a Holding Lock will be re-applied to the Restricted Securities if the merger does not take effect.

Capital reduction or buy-back

4.5 Despite clause 3, the Restricted Securities may be transferred or cancelled as part of an equal access share buy-back or an equal reduction of share capital under Part 2J.1 of the Corporations Act.

Release from escrow

4.6 For the avoidance of doubt, the Holder is free to take any action referred to in clause 3.1 following the expiry of the Escrow Period.

4.7 The Entity will take reasonable steps to facilitate the release of the Holding Lock:

- (a) to the extent necessary to permit any Disposal of or other dealing with the Restricted Securities in accordance with this deed; and
- (b) in full following the expiry of the Escrow Period,
including notifying ASX in accordance with Listing Rule 3.10A.

5. Warranties**General**

5.1 The Holder represents and warrants to the Entity, as at the date of this deed and at all times during the Escrow Period, that:

- (a) it has full power and authority to enter into and perform this deed and has obtained all necessary consents to enable it to do so;

- (b) it has duly executed this deed and this deed constitutes legal, valid and binding obligations enforceable against it in accordance with the terms of this deed;
- (c) the entry into and performance of this deed does not breach any obligation (including any statutory, contractual or fiduciary obligation) of the party, any law or, if it is a body corporate, its constitution or other constituent documents;
- (d) if it is a body corporate:
 - (i) it is a body corporate duly incorporated under laws of the jurisdiction of its incorporation; and
 - (ii) it has taken all necessary corporate action to authorise the execution and performance of this deed;
- (e) if it enters into this deed as trustee of a trust:
 - (i) it is the only trustee of the trust and no action has been taken or is proposed to remove it as trustee of the trust;
 - (ii) it has power under the terms of the trust to enter into and perform this deed;
 - (iii) true copies of the trust deed and other documents relating to the trust will be provided to the Entity on request;
 - (iv) it has carefully considered the purpose of this deed and considers that entry into this deed is for the benefit of the beneficiaries of the trust, whose consents (if necessary) have been obtained, and the terms of this deed are fair and reasonable;
 - (v) it has a right to be fully indemnified out of the trust assets in respect of obligations incurred by it under this deed and the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the trustee has a right to be indemnified out of the trust assets;
 - (vi) it is not and has never been in default under the terms of the trust;
 - (vii) no action has been taken or is proposed to terminate the trust; and
 - (viii) where the trustee is a body corporate, it and its directors and other officers have complied with their obligations in connection with the trust.

Breach of warranties

5.2 A breach of any of the warranties in this clause 5 is a breach of this deed.

Survival

5.3 The warranties in this clause 5 survive any termination of this deed.

6. Consequences of breaching this deed

Potential breach

6.1 If it appears to the Entity that the Holder may breach this deed, the Entity may take the steps necessary to prevent the breach and to enforce this deed.

Actual breach

6.2 If the Holder breaches this deed:

- (a) the Holder must take the steps necessary to rectify the breach;
- (b) the Entity may take the steps necessary to enforce this deed;
- (c) the Entity may refuse to acknowledge, deal with, accept or register any transfer, other Disposal or Conversion of any of the Restricted Securities in breach of this deed. This is in addition to other rights and remedies of the Entity; and
- (d) no conduct of the Holder will be taken as a direction to release the Holding Lock over any Restricted Securities.

7. General

Exercise of rights

7.1 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power, or remedy. A single or partial exercise of a right, power, or remedy by a party does not prevent a further exercise of that or of any other right, power, or remedy. Failure by a party to exercise or delay in exercising a right, power, or remedy does not prevent its exercise.

Costs

7.2 Each party must pay its own costs in respect of this deed and the documents and transactions contemplated by this deed.

Assignment

7.3 A party must not assign its rights under this deed without the prior written consent of the other party.

Invalid or unenforceable provisions

7.4 If a provision of this deed is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

Remedies cumulative

7.5 The rights, powers, and remedies of the parties under this deed are cumulative and do not exclude any other rights, powers or remedies.

Amendment

7.6 This deed may be amended only by a document signed by all parties.

Counterparts

7.7 This deed may be signed in counterparts and all counterparts taken together constitute one document.

Approvals and consents

- 7.8 A party may give its approval or consent conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this deed expressly provides otherwise.

Further assurances

- 7.9 Each party must, at its own expense, whenever requested by another party, promptly do or, to the extent reasonably practicable, arrange for others to do everything, including executing any documents, reasonably necessary to give full effect to this deed and the transactions contemplated by this deed.

Specific performance

- 7.10 The parties agree that damages are not an adequate remedy if a person breaches any of the provisions of this deed and that a party may apply for equitable relief (including the remedies of specific performance and injunctive relief) if a person breaches or threatens to breach this deed or it reasonably believes that a person is likely to breach this deed, and no party may oppose the granting of such relief.

Governing law

- 7.11 This deed is governed by the laws of New South Wales.

Jurisdiction

- 7.12 Each party irrevocably and unconditionally:
- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales; and
 - (b) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

Execution

- 7.13 This deed may be signed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same document.
- 7.14 A party may sign electronically a soft copy of this deed through DocuSign or other electronic means, and bind itself accordingly. That will satisfy any statutory or other requirements for it to be in writing and signed by that party. Any soft copy so signed will constitute an executed original counterpart. In addition, it is intended to print it out when so signed, so that the relevant signatures will appear in the printout, and any print-out will also be an executed original counterpart.

Schedule

Item		
1.	Holder's name and address:	Jermaine Leonard Karaitiana Chambers as Trustee for the Chambers Trust of Shop 11, 19 Robina Town Centre Drive, Robina QLD 4226.
2.	Escrow Period:	The period commencing on the date on which Completion occurs and ending on the date of release of the Entity's financial results for financial year ended 30 June 2022.
3.	Particulars of Restricted Securities:	673,908 Securities

Execution

Executed as a deed.

Signed sealed and delivered
by **Youfoodz Holdings Limited**
(ACN 635 434 801)
in accordance with section 127 of the
Corporations Act 2001 by a director and
secretary/director:



Signature of director

Neil Kearney

Name of director (please print)

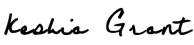


Signature of secretary/director

Andrew Phillips

Name of secretary/director (please print)

Signed sealed and delivered
by **Jermaine Leonard Karaitiana**
Chambers as Trustee for the
Chambers Trust
in the presence of:

DocuSigned by:

05CE30FF7C014C3...

Signature of witness

Keshia Grant

Name of witness (please print)

DocuSigned by:

2A0FA4B0F0C5465...

Signature of **Jermaine Leonard Karaitiana**
Chambers



Voluntary Escrow Deed

Youfoodz Holdings Limited

The person named in Item 1 of the Schedule

Baker & McKenzie
ABN 32 266 778 912
Level 19
181 William Street
Melbourne VIC 3000
Australia
www.bakermckenzie.com

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Title **Voluntary Escrow Deed**

Date 29 October 2020

Parties **Youfoodz Holdings Limited (ACN 635 434 801)** of Unit 4, 52 Pritchard Road, Virginia, QLD 4014 (**Entity**)

 The party described in Item 1 of the Schedule (**Holder**)

Recitals

- A The Entity intends to undertake an Initial Public Offering.
- B The Holder has agreed to the restrictions contained in this deed in respect of the Restricted Securities and to the other provisions of this deed.

Operative provisions

1. Definitions and interpretation

Definitions

- 1.1 In this deed, unless the context requires otherwise:

ASX means ASX Limited or the securities market it operates (as the context requires) (ACN 008 624 691).

ASX Settlement Operating Rules means the rules of the same name of ASX Settlement Pty Ltd (ACN 008 504 532), as in force from time to time.

Completion means completion of the allotment of Securities pursuant to the Initial Public Offering.

Conversion has the meaning given in the ASX Settlement Operating Rules.

Corporations Act means the *Corporations Act 2001* (Cth).

deed means this voluntary escrow deed.

Dispose means dispose, directly or indirectly through another person, by any means, including:

- (a) granting, being granted or exercising an option;
- (b) declaring a trust over;
- (c) using as collateral; or
- (d) decreasing an economic interest,

and **Disposal** has a corresponding meaning.

Escrow Period means the period set out in Item 2 of the Schedule.

Holding Lock has the meaning given in the ASX Settlement Operating Rules.

Initial Public Offering means the initial public offering of Securities under a prospectus to be prepared and lodged with the Australian Securities and Investments Commission under the Corporations Act and the admission of the Entity to the official list of ASX.

Issuer Operated Subregister has the meaning given in the ASX Settlement Operating Rules.

Liability means any liability, whether actual or contingent, present or future, quantified or unquantified.

Listing Rules means the listing rules of ASX, as in force from time to time.

Restricted Securities means the securities set out in Item 3 of the Schedule (as adjusted in accordance with the Listing Rules for any reorganisation of capital undertaken by the Entity).

Securities means ordinary shares in the capital of the Entity.

Takeover Bid has the meaning given in section 9 of the Corporations Act.

Interpretation

1.2 In this deed:

- (a) unless the context requires otherwise, a reference to:
 - (i) the singular includes the plural and vice versa;
 - (ii) a document (including this deed) is a reference to that document as amended, consolidated, supplemented, novated or replaced;
 - (iii) a party means a party to this deed;
 - (iv) an Item, recital, clause, Schedule or Annexure is to an Item, recital, clause, Schedule or Annexure of or to this deed;
 - (v) a notice means a notice, approval, demand, request, nomination or other communication given by one party to another under or in connection with this deed;
 - (vi) a person (including a party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust and government agency, and the person's successors, permitted assigns, substitutes, executors and administrators;
 - (vii) a law includes any legislation, judgment, rule of common law or equity or rule of any applicable stock exchange, and is a reference to that law as amended, consolidated, supplemented or replaced and includes a reference to any regulation, by-law or other subordinate legislation; and
 - (viii) the words "including" and "includes" mean "including, but not limited to", and "includes, without limitation" respectively;
- (b) headings are for convenience only and do not affect interpretation of this deed; and
- (c) if a period must be calculated from, after or before a day or the day of an act or event, it must be calculated excluding that day.

Deed subject to Listing Rules

- 1.3 If the Entity is admitted to the official list of ASX:
- (a) despite anything contained in this deed, if the Listing Rules prohibit an act being done, the act must not be done;
 - (b) nothing contained in this deed prevents an act being done that the Listing Rules require to be done;
 - (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
 - (d) if the Listing Rules require this deed to contain a provision and it does not contain that provision, this deed is deemed to contain that provision;
 - (e) if the Listing Rules require this deed not to contain a provision and it contains that provision, this deed is deemed not to contain that provision; and
 - (f) if any provision of this deed is or becomes inconsistent with the Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.
-

2. Condition precedent

- 2.1 The undertakings of the Holder pursuant to this deed are conditional upon Completion occurring.
-

3. Escrow restrictions

Holder restrictions

- 3.1 Subject to clause 4, during the Escrow Period, the Holder must not:
- (a) Dispose of, or agree or offer to Dispose of, all or any part of the Restricted Securities; or
 - (b) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of all or any part of the Restricted Securities,
- except as permitted by clause 4, and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the Entity.

Holding Lock

- 3.2 The Holder agrees that the Restricted Securities are to be kept on the Entity's Issuer Operated Subregister and are to have a Holding Lock applied.
-

4. Exceptions to escrow

Voting and dividend rights

- 4.1 Nothing in this deed removes, changes or restricts the voting rights attached to, or the right to receive dividends or distributions in respect of, the Restricted Securities.

Waiver

4.2 The Entity may waive at any time any of the restrictions in clause 3:

- (a) on such terms and conditions; and
- (b) in respect of such number of Restricted Securities,
as the Entity determines by notice to the Holder.

Takeover Bid

4.3 Despite clause 3, the Holder may accept a Takeover Bid in respect of the Restricted Securities if:

- (a) holders of at least half of the securities that are not restricted securities, either under this deed or under any other document which imposes similar restrictions, and to which the offers under the Takeover Bid relate, have accepted; and
- (b) if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to any Restricted Securities that are not unconditionally bought under the Takeover Bid.

Scheme of arrangement

4.4 Despite clause 3, the Restricted Securities may be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act if the Holder agrees in writing that a Holding Lock will be re-applied to the Restricted Securities if the merger does not take effect.

Capital reduction or buy-back

4.5 Despite clause 3, the Restricted Securities may be transferred or cancelled as part of an equal access share buy-back or an equal reduction of share capital under Part 2J.1 of the Corporations Act.

Release from escrow

4.6 For the avoidance of doubt, the Holder is free to take any action referred to in clause 3.1 following the expiry of the Escrow Period.

4.7 The Entity will take reasonable steps to facilitate the release of the Holding Lock:

- (a) to the extent necessary to permit any Disposal of or other dealing with the Restricted Securities in accordance with this deed; and
- (b) in full following the expiry of the Escrow Period,
including notifying ASX in accordance with Listing Rule 3.10A.

5. Warranties

General

5.1 The Holder represents and warrants to the Entity, as at the date of this deed and at all times during the Escrow Period, that:

- (a) it has full power and authority to enter into and perform this deed and has obtained all necessary consents to enable it to do so;

- (b) it has duly executed this deed and this deed constitutes legal, valid and binding obligations enforceable against it in accordance with the terms of this deed;
- (c) the entry into and performance of this deed does not breach any obligation (including any statutory, contractual or fiduciary obligation) of the party, any law or, if it is a body corporate, its constitution or other constituent documents;
- (d) if it is a body corporate:
 - (i) it is a body corporate duly incorporated under laws of the jurisdiction of its incorporation; and
 - (ii) it has taken all necessary corporate action to authorise the execution and performance of this deed;
- (e) if it enters into this deed as trustee of a trust:
 - (i) it is the only trustee of the trust and no action has been taken or is proposed to remove it as trustee of the trust;
 - (ii) it has power under the terms of the trust to enter into and perform this deed;
 - (iii) true copies of the trust deed and other documents relating to the trust will be provided to the Entity on request;
 - (iv) it has carefully considered the purpose of this deed and considers that entry into this deed is for the benefit of the beneficiaries of the trust, whose consents (if necessary) have been obtained, and the terms of this deed are fair and reasonable;
 - (v) it has a right to be fully indemnified out of the trust assets in respect of obligations incurred by it under this deed and the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the trustee has a right to be indemnified out of the trust assets;
 - (vi) it is not and has never been in default under the terms of the trust;
 - (vii) no action has been taken or is proposed to terminate the trust; and
 - (viii) where the trustee is a body corporate, it and its directors and other officers have complied with their obligations in connection with the trust.

Breach of warranties

5.2 A breach of any of the warranties in this clause 5 is a breach of this deed.

Survival

5.3 The warranties in this clause 5 survive any termination of this deed.

6. Consequences of breaching this deed

Potential breach

6.1 If it appears to the Entity that the Holder may breach this deed, the Entity may take the steps necessary to prevent the breach and to enforce this deed.

Actual breach

6.2 If the Holder breaches this deed:

- (a) the Holder must take the steps necessary to rectify the breach;
- (b) the Entity may take the steps necessary to enforce this deed;
- (c) the Entity may refuse to acknowledge, deal with, accept or register any transfer, other Disposal or Conversion of any of the Restricted Securities in breach of this deed. This is in addition to other rights and remedies of the Entity; and
- (d) no conduct of the Holder will be taken as a direction to release the Holding Lock over any Restricted Securities.

7. General

Exercise of rights

7.1 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power, or remedy. A single or partial exercise of a right, power, or remedy by a party does not prevent a further exercise of that or of any other right, power, or remedy. Failure by a party to exercise or delay in exercising a right, power, or remedy does not prevent its exercise.

Costs

7.2 Each party must pay its own costs in respect of this deed and the documents and transactions contemplated by this deed.

Assignment

7.3 A party must not assign its rights under this deed without the prior written consent of the other party.

Invalid or unenforceable provisions

7.4 If a provision of this deed is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

Remedies cumulative

7.5 The rights, powers, and remedies of the parties under this deed are cumulative and do not exclude any other rights, powers or remedies.

Amendment

7.6 This deed may be amended only by a document signed by all parties.

Counterparts

7.7 This deed may be signed in counterparts and all counterparts taken together constitute one document.

Approvals and consents

- 7.8 A party may give its approval or consent conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this deed expressly provides otherwise.

Further assurances

- 7.9 Each party must, at its own expense, whenever requested by another party, promptly do or, to the extent reasonably practicable, arrange for others to do everything, including executing any documents, reasonably necessary to give full effect to this deed and the transactions contemplated by this deed.

Specific performance

- 7.10 The parties agree that damages are not an adequate remedy if a person breaches any of the provisions of this deed and that a party may apply for equitable relief (including the remedies of specific performance and injunctive relief) if a person breaches or threatens to breach this deed or it reasonably believes that a person is likely to breach this deed, and no party may oppose the granting of such relief.

Governing law

- 7.11 This deed is governed by the laws of New South Wales.

Jurisdiction

- 7.12 Each party irrevocably and unconditionally:
- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales; and
 - (b) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

Execution

- 7.13 This deed may be signed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same document.
- 7.14 A party may sign electronically a soft copy of this deed through DocuSign or other electronic means, and bind itself accordingly. That will satisfy any statutory or other requirements for it to be in writing and signed by that party. Any soft copy so signed will constitute an executed original counterpart. In addition, it is intended to print it out when so signed, so that the relevant signatures will appear in the printout, and any print-out will also be an executed original counterpart.

Schedule

Item		
1.	Holder's name and address:	RGT Capital Fund No. 6 (YF) Pty Ltd (ACN 625 431 307) as trustee for the RGT Capital Fund No. 6 (YF) Trust of 75 Nelson Street, Annandale NSW 2038.
2.	Escrow Period:	The period commencing on the date on which Completion occurs and ending on the date of release of the Entity's financial results for financial year ended 30 June 2021.
3.	Particulars of Restricted Securities:	77,307,508 Securities

Execution

Executed as a deed.

Signed sealed and delivered
by **Youfoodz Holdings Limited**
(ACN 635 434 801)
in accordance with section 127 of the
Corporations Act 2001 by a director and
secretary/director:



Signature of director

Neil Kearney

Name of director (please print)



Signature of secretary/director

Andrew Phillips

Name of secretary/director (please print)

Signed sealed and delivered
by **RGT Capital Fund No. 6 (YF) Pty Ltd**
(ACN 625 431 307) as Trustee for the
RGT Capital Fund No. 6 (YF) Trust
in accordance with section 127 of the
Corporations Act 2001 by the sole director
and sole company secretary:

DocuSigned by:

FA8CEE0FD37473...

Signature of sole director and sole company
secretary

Adam Wilson

Name of sole director and sole company
secretary (please print)



Voluntary Escrow Deed

Youfoodz Holdings Limited

The person named in Item 1 of the Schedule

Baker & McKenzie
ABN 32 266 778 912
Level 19
181 William Street
Melbourne VIC 3000
Australia
www.bakermckenzie.com

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Title **Voluntary Escrow Deed**

Date 29 October 2020

Parties **Youfoodz Holdings Limited (ACN 635 434 801)** of Unit 4, 52 Pritchard Road, Virginia, QLD 4014 (**Entity**)

 The party described in Item 1 of the Schedule (**Holder**)

Recitals

- A The Entity intends to undertake an Initial Public Offering.
- B The Holder has agreed to the restrictions contained in this deed in respect of the Restricted Securities and to the other provisions of this deed.

Operative provisions

1. Definitions and interpretation

Definitions

- 1.1 In this deed, unless the context requires otherwise:

ASX means ASX Limited or the securities market it operates (as the context requires) (ACN 008 624 691).

ASX Settlement Operating Rules means the rules of the same name of ASX Settlement Pty Ltd (ACN 008 504 532), as in force from time to time.

Completion means completion of the allotment of Securities pursuant to the Initial Public Offering.

Conversion has the meaning given in the ASX Settlement Operating Rules.

Corporations Act means the *Corporations Act 2001* (Cth).

deed means this voluntary escrow deed.

Dispose means dispose, directly or indirectly through another person, by any means, including:

- (a) granting, being granted or exercising an option;
- (b) declaring a trust over;
- (c) using as collateral; or
- (d) decreasing an economic interest,

and **Disposal** has a corresponding meaning.

Escrow Period means the period set out in Item 2 of the Schedule.

Holding Lock has the meaning given in the ASX Settlement Operating Rules.

Initial Public Offering means the initial public offering of Securities under a prospectus to be prepared and lodged with the Australian Securities and Investments Commission under the Corporations Act and the admission of the Entity to the official list of ASX.

Issuer Operated Subregister has the meaning given in the ASX Settlement Operating Rules.

Liability means any liability, whether actual or contingent, present or future, quantified or unquantified.

Listing Rules means the listing rules of ASX, as in force from time to time.

Restricted Securities means the securities set out in Item 3 of the Schedule (as adjusted in accordance with the Listing Rules for any reorganisation of capital undertaken by the Entity).

Securities means ordinary shares in the capital of the Entity.

Takeover Bid has the meaning given in section 9 of the Corporations Act.

Interpretation

1.2 In this deed:

- (a) unless the context requires otherwise, a reference to:
 - (i) the singular includes the plural and vice versa;
 - (ii) a document (including this deed) is a reference to that document as amended, consolidated, supplemented, novated or replaced;
 - (iii) a party means a party to this deed;
 - (iv) an Item, recital, clause, Schedule or Annexure is to an Item, recital, clause, Schedule or Annexure of or to this deed;
 - (v) a notice means a notice, approval, demand, request, nomination or other communication given by one party to another under or in connection with this deed;
 - (vi) a person (including a party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust and government agency, and the person's successors, permitted assigns, substitutes, executors and administrators;
 - (vii) a law includes any legislation, judgment, rule of common law or equity or rule of any applicable stock exchange, and is a reference to that law as amended, consolidated, supplemented or replaced and includes a reference to any regulation, by-law or other subordinate legislation; and
 - (viii) the words "including" and "includes" mean "including, but not limited to", and "includes, without limitation" respectively;
- (b) headings are for convenience only and do not affect interpretation of this deed; and
- (c) if a period must be calculated from, after or before a day or the day of an act or event, it must be calculated excluding that day.

Deed subject to Listing Rules

- 1.3 If the Entity is admitted to the official list of ASX:
- (a) despite anything contained in this deed, if the Listing Rules prohibit an act being done, the act must not be done;
 - (b) nothing contained in this deed prevents an act being done that the Listing Rules require to be done;
 - (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
 - (d) if the Listing Rules require this deed to contain a provision and it does not contain that provision, this deed is deemed to contain that provision;
 - (e) if the Listing Rules require this deed not to contain a provision and it contains that provision, this deed is deemed not to contain that provision; and
 - (f) if any provision of this deed is or becomes inconsistent with the Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. Condition precedent

- 2.1 The undertakings of the Holder pursuant to this deed are conditional upon Completion occurring.

3. Escrow restrictions

Holder restrictions

- 3.1 Subject to clause 4, during the Escrow Period, the Holder must not:
- (a) Dispose of, or agree or offer to Dispose of, all or any part of the Restricted Securities; or
 - (b) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of all or any part of the Restricted Securities,
- except as permitted by clause 4, and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the Entity.

Holding Lock

- 3.2 The Holder agrees that the Restricted Securities are to be kept on the Entity's Issuer Operated Subregister and are to have a Holding Lock applied.

4. Exceptions to escrow

Voting and dividend rights

- 4.1 Nothing in this deed removes, changes or restricts the voting rights attached to, or the right to receive dividends or distributions in respect of, the Restricted Securities.

Waiver

4.2 The Entity may waive at any time any of the restrictions in clause 3:

- (a) on such terms and conditions; and
- (b) in respect of such number of Restricted Securities,
as the Entity determines by notice to the Holder.

Takeover Bid

4.3 Despite clause 3, the Holder may accept a Takeover Bid in respect of the Restricted Securities if:

- (a) holders of at least half of the securities that are not restricted securities, either under this deed or under any other document which imposes similar restrictions, and to which the offers under the Takeover Bid relate, have accepted; and
- (b) if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to any Restricted Securities that are not unconditionally bought under the Takeover Bid.

Scheme of arrangement

4.4 Despite clause 3, the Restricted Securities may be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act if the Holder agrees in writing that a Holding Lock will be re-applied to the Restricted Securities if the merger does not take effect.

Capital reduction or buy-back

4.5 Despite clause 3, the Restricted Securities may be transferred or cancelled as part of an equal access share buy-back or an equal reduction of share capital under Part 2J.1 of the Corporations Act.

Release from escrow

4.6 For the avoidance of doubt, the Holder is free to take any action referred to in clause 3.1 following the expiry of the Escrow Period.

4.7 The Entity will take reasonable steps to facilitate the release of the Holding Lock:

- (a) to the extent necessary to permit any Disposal of or other dealing with the Restricted Securities in accordance with this deed; and
- (b) in full following the expiry of the Escrow Period,
including notifying ASX in accordance with Listing Rule 3.10A.

5. Warranties

General

5.1 The Holder represents and warrants to the Entity, as at the date of this deed and at all times during the Escrow Period, that:

- (a) it has full power and authority to enter into and perform this deed and has obtained all necessary consents to enable it to do so;

- (b) it has duly executed this deed and this deed constitutes legal, valid and binding obligations enforceable against it in accordance with the terms of this deed;
- (c) the entry into and performance of this deed does not breach any obligation (including any statutory, contractual or fiduciary obligation) of the party, any law or, if it is a body corporate, its constitution or other constituent documents;
- (d) if it is a body corporate:
 - (i) it is a body corporate duly incorporated under laws of the jurisdiction of its incorporation; and
 - (ii) it has taken all necessary corporate action to authorise the execution and performance of this deed;
- (e) if it enters into this deed as trustee of a trust:
 - (i) it is the only trustee of the trust and no action has been taken or is proposed to remove it as trustee of the trust;
 - (ii) it has power under the terms of the trust to enter into and perform this deed;
 - (iii) true copies of the trust deed and other documents relating to the trust will be provided to the Entity on request;
 - (iv) it has carefully considered the purpose of this deed and considers that entry into this deed is for the benefit of the beneficiaries of the trust, whose consents (if necessary) have been obtained, and the terms of this deed are fair and reasonable;
 - (v) it has a right to be fully indemnified out of the trust assets in respect of obligations incurred by it under this deed and the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the trustee has a right to be indemnified out of the trust assets;
 - (vi) it is not and has never been in default under the terms of the trust;
 - (vii) no action has been taken or is proposed to terminate the trust; and
 - (viii) where the trustee is a body corporate, it and its directors and other officers have complied with their obligations in connection with the trust.

Breach of warranties

5.2 A breach of any of the warranties in this clause 5 is a breach of this deed.

Survival

5.3 The warranties in this clause 5 survive any termination of this deed.

6. Consequences of breaching this deed

Potential breach

6.1 If it appears to the Entity that the Holder may breach this deed, the Entity may take the steps necessary to prevent the breach and to enforce this deed.

Actual breach

6.2 If the Holder breaches this deed:

- (a) the Holder must take the steps necessary to rectify the breach;
- (b) the Entity may take the steps necessary to enforce this deed;
- (c) the Entity may refuse to acknowledge, deal with, accept or register any transfer, other Disposal or Conversion of any of the Restricted Securities in breach of this deed. This is in addition to other rights and remedies of the Entity; and
- (d) no conduct of the Holder will be taken as a direction to release the Holding Lock over any Restricted Securities.

7. General

Exercise of rights

7.1 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power, or remedy. A single or partial exercise of a right, power, or remedy by a party does not prevent a further exercise of that or of any other right, power, or remedy. Failure by a party to exercise or delay in exercising a right, power, or remedy does not prevent its exercise.

Costs

7.2 Each party must pay its own costs in respect of this deed and the documents and transactions contemplated by this deed.

Assignment

7.3 A party must not assign its rights under this deed without the prior written consent of the other party.

Invalid or unenforceable provisions

7.4 If a provision of this deed is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

Remedies cumulative

7.5 The rights, powers, and remedies of the parties under this deed are cumulative and do not exclude any other rights, powers or remedies.

Amendment

7.6 This deed may be amended only by a document signed by all parties.

Counterparts

7.7 This deed may be signed in counterparts and all counterparts taken together constitute one document.

Approvals and consents

- 7.8 A party may give its approval or consent conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this deed expressly provides otherwise.

Further assurances

- 7.9 Each party must, at its own expense, whenever requested by another party, promptly do or, to the extent reasonably practicable, arrange for others to do everything, including executing any documents, reasonably necessary to give full effect to this deed and the transactions contemplated by this deed.

Specific performance

- 7.10 The parties agree that damages are not an adequate remedy if a person breaches any of the provisions of this deed and that a party may apply for equitable relief (including the remedies of specific performance and injunctive relief) if a person breaches or threatens to breach this deed or it reasonably believes that a person is likely to breach this deed, and no party may oppose the granting of such relief.

Governing law

- 7.11 This deed is governed by the laws of New South Wales.

Jurisdiction

- 7.12 Each party irrevocably and unconditionally:
- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales; and
 - (b) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

Execution

- 7.13 This deed may be signed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same document.
- 7.14 A party may sign electronically a soft copy of this deed through DocuSign or other electronic means, and bind itself accordingly. That will satisfy any statutory or other requirements for it to be in writing and signed by that party. Any soft copy so signed will constitute an executed original counterpart. In addition, it is intended to print it out when so signed, so that the relevant signatures will appear in the printout, and any print-out will also be an executed original counterpart.

Schedule

Item		
1.	Holder's name and address:	Jennifer Dowery as trustee for the Dowery Family Trust of Unit 1602, 4 Edmondstone Street, South Brisbane QLD 4101.
2.	Escrow Period:	The period commencing on the date on which Completion occurs and ending on the date of release of the Entity's financial results for financial year ended 30 June 2022.
3.	Particulars of Restricted Securities:	168,275 Securities

Execution

Executed as a deed.

Signed sealed and delivered
by **Youfoodz Holdings Limited**
(ACN 635 434 801)
in accordance with section 127 of the
Corporations Act 2001 by a director and
secretary/director:



Signature of director

Neil Kearney

Name of director (please print)

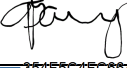


Signature of secretary/director

Andrew Phillips

Name of secretary/director (please print)

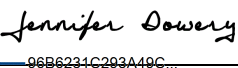
Signed sealed and delivered by
Jennifer Dowery as trustee for the
Dowery Family Trust
in the presence of:

DocuSigned by:


Signature of witness

Jessica Dowery

Name of witness (please print)

DocuSigned by:


Signature of **Jennifer Dowery**



Voluntary Escrow Deed

Youfoodz Holdings Limited

The person named in Item 1 of the Schedule

Baker & McKenzie
ABN 32 266 778 912
Level 19
181 William Street
Melbourne VIC 3000
Australia
www.bakermckenzie.com

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Title **Voluntary Escrow Deed**

Date 29 October 2020

Parties **Youfoodz Holdings Limited (ACN 635 434 801)** of Unit 4, 52 Pritchard Road, Virginia, QLD 4014 (**Entity**)

The party described in Item 1 of the Schedule (**Holder**)

Recitals

- A The Entity intends to undertake an Initial Public Offering.
- B The Holder has agreed to the restrictions contained in this deed in respect of the Restricted Securities and to the other provisions of this deed.

Operative provisions

1. Definitions and interpretation

Definitions

- 1.1 In this deed, unless the context requires otherwise:

ASX means ASX Limited or the securities market it operates (as the context requires) (ACN 008 624 691).

ASX Settlement Operating Rules means the rules of the same name of ASX Settlement Pty Ltd (ACN 008 504 532), as in force from time to time.

Completion means completion of the allotment of Securities pursuant to the Initial Public Offering.

Conversion has the meaning given in the ASX Settlement Operating Rules.

Corporations Act means the *Corporations Act 2001* (Cth).

deed means this voluntary escrow deed.

Dispose means dispose, directly or indirectly through another person, by any means, including:

- (a) granting, being granted or exercising an option;
- (b) declaring a trust over;
- (c) using as collateral; or
- (d) decreasing an economic interest,

and **Disposal** has a corresponding meaning.

Escrow Period means the period set out in Item 2 of the Schedule.

Holding Lock has the meaning given in the ASX Settlement Operating Rules.

Initial Public Offering means the initial public offering of Securities under a prospectus to be prepared and lodged with the Australian Securities and Investments Commission under the Corporations Act and the admission of the Entity to the official list of ASX.

Issuer Operated Subregister has the meaning given in the ASX Settlement Operating Rules.

Liability means any liability, whether actual or contingent, present or future, quantified or unquantified.

Listing Rules means the listing rules of ASX, as in force from time to time.

Restricted Securities means the securities set out in Item 3 of the Schedule (as adjusted in accordance with the Listing Rules for any reorganisation of capital undertaken by the Entity).

Securities means ordinary shares in the capital of the Entity.

Takeover Bid has the meaning given in section 9 of the Corporations Act.

Interpretation

1.2 In this deed:

- (a) unless the context requires otherwise, a reference to:
 - (i) the singular includes the plural and vice versa;
 - (ii) a document (including this deed) is a reference to that document as amended, consolidated, supplemented, novated or replaced;
 - (iii) a party means a party to this deed;
 - (iv) an Item, recital, clause, Schedule or Annexure is to an Item, recital, clause, Schedule or Annexure of or to this deed;
 - (v) a notice means a notice, approval, demand, request, nomination or other communication given by one party to another under or in connection with this deed;
 - (vi) a person (including a party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust and government agency, and the person's successors, permitted assigns, substitutes, executors and administrators;
 - (vii) a law includes any legislation, judgment, rule of common law or equity or rule of any applicable stock exchange, and is a reference to that law as amended, consolidated, supplemented or replaced and includes a reference to any regulation, by-law or other subordinate legislation; and
 - (viii) the words "including" and "includes" mean "including, but not limited to", and "includes, without limitation" respectively;
- (b) headings are for convenience only and do not affect interpretation of this deed; and
- (c) if a period must be calculated from, after or before a day or the day of an act or event, it must be calculated excluding that day.

Deed subject to Listing Rules

- 1.3 If the Entity is admitted to the official list of ASX:
- (a) despite anything contained in this deed, if the Listing Rules prohibit an act being done, the act must not be done;
 - (b) nothing contained in this deed prevents an act being done that the Listing Rules require to be done;
 - (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
 - (d) if the Listing Rules require this deed to contain a provision and it does not contain that provision, this deed is deemed to contain that provision;
 - (e) if the Listing Rules require this deed not to contain a provision and it contains that provision, this deed is deemed not to contain that provision; and
 - (f) if any provision of this deed is or becomes inconsistent with the Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.
-

2. Condition precedent

- 2.1 The undertakings of the Holder pursuant to this deed are conditional upon Completion occurring.
-

3. Escrow restrictions

Holder restrictions

- 3.1 Subject to clause 4, during the Escrow Period, the Holder must not:
- (a) Dispose of, or agree or offer to Dispose of, all or any part of the Restricted Securities; or
 - (b) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of all or any part of the Restricted Securities,
- except as permitted by clause 4, and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the Entity.

Holding Lock

- 3.2 The Holder agrees that the Restricted Securities are to be kept on the Entity's Issuer Operated Subregister and are to have a Holding Lock applied.
-

4. Exceptions to escrow

Voting and dividend rights

- 4.1 Nothing in this deed removes, changes or restricts the voting rights attached to, or the right to receive dividends or distributions in respect of, the Restricted Securities.

Waiver

4.2 The Entity may waive at any time any of the restrictions in clause 3:

- (a) on such terms and conditions; and
 - (b) in respect of such number of Restricted Securities,
- as the Entity determines by notice to the Holder.

Takeover Bid

4.3 Despite clause 3, the Holder may accept a Takeover Bid in respect of the Restricted Securities if:

- (a) holders of at least half of the securities that are not restricted securities, either under this deed or under any other document which imposes similar restrictions, and to which the offers under the Takeover Bid relate, have accepted; and
- (b) if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to any Restricted Securities that are not unconditionally bought under the Takeover Bid.

Scheme of arrangement

4.4 Despite clause 3, the Restricted Securities may be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act if the Holder agrees in writing that a Holding Lock will be re-applied to the Restricted Securities if the merger does not take effect.

Capital reduction or buy-back

4.5 Despite clause 3, the Restricted Securities may be transferred or cancelled as part of an equal access share buy-back or an equal reduction of share capital under Part 2J.1 of the Corporations Act.

Release from escrow

4.6 For the avoidance of doubt, the Holder is free to take any action referred to in clause 3.1 following the expiry of the Escrow Period.

4.7 The Entity will take reasonable steps to facilitate the release of the Holding Lock:

- (a) to the extent necessary to permit any Disposal of or other dealing with the Restricted Securities in accordance with this deed; and
 - (b) in full following the expiry of the Escrow Period,
- including notifying ASX in accordance with Listing Rule 3.10A.

5. Warranties**General**

5.1 The Holder represents and warrants to the Entity, as at the date of this deed and at all times during the Escrow Period, that:

- (a) it has full power and authority to enter into and perform this deed and has obtained all necessary consents to enable it to do so;

- (b) it has duly executed this deed and this deed constitutes legal, valid and binding obligations enforceable against it in accordance with the terms of this deed;
- (c) the entry into and performance of this deed does not breach any obligation (including any statutory, contractual or fiduciary obligation) of the party, any law or, if it is a body corporate, its constitution or other constituent documents;
- (d) if it is a body corporate:
 - (i) it is a body corporate duly incorporated under laws of the jurisdiction of its incorporation; and
 - (ii) it has taken all necessary corporate action to authorise the execution and performance of this deed;
- (e) if it enters into this deed as trustee of a trust:
 - (i) it is the only trustee of the trust and no action has been taken or is proposed to remove it as trustee of the trust;
 - (ii) it has power under the terms of the trust to enter into and perform this deed;
 - (iii) true copies of the trust deed and other documents relating to the trust will be provided to the Entity on request;
 - (iv) it has carefully considered the purpose of this deed and considers that entry into this deed is for the benefit of the beneficiaries of the trust, whose consents (if necessary) have been obtained, and the terms of this deed are fair and reasonable;
 - (v) it has a right to be fully indemnified out of the trust assets in respect of obligations incurred by it under this deed and the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the trustee has a right to be indemnified out of the trust assets;
 - (vi) it is not and has never been in default under the terms of the trust;
 - (vii) no action has been taken or is proposed to terminate the trust; and
 - (viii) where the trustee is a body corporate, it and its directors and other officers have complied with their obligations in connection with the trust.

Breach of warranties

5.2 A breach of any of the warranties in this clause 5 is a breach of this deed.

Survival

5.3 The warranties in this clause 5 survive any termination of this deed.

6. Consequences of breaching this deed

Potential breach

6.1 If it appears to the Entity that the Holder may breach this deed, the Entity may take the steps necessary to prevent the breach and to enforce this deed.

Actual breach

6.2 If the Holder breaches this deed:

- (a) the Holder must take the steps necessary to rectify the breach;
- (b) the Entity may take the steps necessary to enforce this deed;
- (c) the Entity may refuse to acknowledge, deal with, accept or register any transfer, other Disposal or Conversion of any of the Restricted Securities in breach of this deed. This is in addition to other rights and remedies of the Entity; and
- (d) no conduct of the Holder will be taken as a direction to release the Holding Lock over any Restricted Securities.

7. General

Exercise of rights

7.1 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power, or remedy. A single or partial exercise of a right, power, or remedy by a party does not prevent a further exercise of that or of any other right, power, or remedy. Failure by a party to exercise or delay in exercising a right, power, or remedy does not prevent its exercise.

Costs

7.2 Each party must pay its own costs in respect of this deed and the documents and transactions contemplated by this deed.

Assignment

7.3 A party must not assign its rights under this deed without the prior written consent of the other party.

Invalid or unenforceable provisions

7.4 If a provision of this deed is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

Remedies cumulative

7.5 The rights, powers, and remedies of the parties under this deed are cumulative and do not exclude any other rights, powers or remedies.

Amendment

7.6 This deed may be amended only by a document signed by all parties.

Counterparts

7.7 This deed may be signed in counterparts and all counterparts taken together constitute one document.

Approvals and consents

- 7.8 A party may give its approval or consent conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this deed expressly provides otherwise.

Further assurances

- 7.9 Each party must, at its own expense, whenever requested by another party, promptly do or, to the extent reasonably practicable, arrange for others to do everything, including executing any documents, reasonably necessary to give full effect to this deed and the transactions contemplated by this deed.

Specific performance

- 7.10 The parties agree that damages are not an adequate remedy if a person breaches any of the provisions of this deed and that a party may apply for equitable relief (including the remedies of specific performance and injunctive relief) if a person breaches or threatens to breach this deed or it reasonably believes that a person is likely to breach this deed, and no party may oppose the granting of such relief.

Governing law

- 7.11 This deed is governed by the laws of New South Wales.

Jurisdiction

- 7.12 Each party irrevocably and unconditionally:
- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales; and
 - (b) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

Execution

- 7.13 This deed may be signed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same document.
- 7.14 A party may sign electronically a soft copy of this deed through DocuSign or other electronic means, and bind itself accordingly. That will satisfy any statutory or other requirements for it to be in writing and signed by that party. Any soft copy so signed will constitute an executed original counterpart. In addition, it is intended to print it out when so signed, so that the relevant signatures will appear in the printout, and any print-out will also be an executed original counterpart.

Schedule

Item		
1.	Holder's name and address:	Jonathan Salt of 129 Koolan Crescent, Shailer Park QLD 4128.
2.	Escrow Period:	The period commencing on the date on which Completion occurs and ending on the date of release of the Entity's financial results for financial year ended 30 June 2022.
3.	Particulars of Restricted Securities:	210,542 Securities

Execution

Executed as a deed.

Signed sealed and delivered
by **Youfoodz Holdings Limited**
(ACN 635 434 801)
in accordance with section 127 of the
Corporations Act 2001 by a director and
secretary/director:



Signature of director

Neil Kearney
Name of director (please print)



Signature of secretary/director

Andrew Phillips
Name of secretary/director (please print)

Signed sealed and delivered
by **Jonathan Salt**
in the presence of:

DocuSigned by:

F3E3EBC13FED443...

Signature of witness

Lance Gilles
Name of witness (please print)

DocuSigned by:

B2464C0EE8804EC

Signature of **Jonathan Salt**



Voluntary Escrow Deed

Youfoodz Holdings Limited

The person named in Item 1 of the Schedule

Baker & McKenzie
ABN 32 266 778 912
Level 19
181 William Street
Melbourne VIC 3000
Australia
www.bakermckenzie.com

5375639-v1\SYDDMS

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Title **Voluntary Escrow Deed**

Date 29 October 2020

Parties **Youfoodz Holdings Limited (ACN 635 434 801)** of Unit 4, 52 Pritchard Road, Virginia, QLD 4014 (**Entity**)

The party described in Item 1 of the Schedule (**Holder**)

Recitals

- A The Entity intends to undertake an Initial Public Offering.
- B The Holder has agreed to the restrictions contained in this deed in respect of the Restricted Securities and to the other provisions of this deed.

Operative provisions

1. Definitions and interpretation

Definitions

- 1.1 In this deed, unless the context requires otherwise:

ASX means ASX Limited or the securities market it operates (as the context requires) (ACN 008 624 691).

ASX Settlement Operating Rules means the rules of the same name of ASX Settlement Pty Ltd (ACN 008 504 532), as in force from time to time.

Completion means completion of the allotment of Securities pursuant to the Initial Public Offering.

Conversion has the meaning given in the ASX Settlement Operating Rules.

Corporations Act means the *Corporations Act 2001* (Cth).

deed means this voluntary escrow deed.

Dispose means dispose, directly or indirectly through another person, by any means, including:

- (a) granting, being granted or exercising an option;
- (b) declaring a trust over;
- (c) using as collateral; or
- (d) decreasing an economic interest,

and **Disposal** has a corresponding meaning.

Escrow Period means the period set out in Item 2 of the Schedule.

Holding Lock has the meaning given in the ASX Settlement Operating Rules.

Initial Public Offering means the initial public offering of Securities under a prospectus to be prepared and lodged with the Australian Securities and Investments Commission under the Corporations Act and the admission of the Entity to the official list of ASX.

Issuer Operated Subregister has the meaning given in the ASX Settlement Operating Rules.

Liability means any liability, whether actual or contingent, present or future, quantified or unquantified.

Listing Rules means the listing rules of ASX, as in force from time to time.

Restricted Securities means the securities set out in Item 3 of the Schedule (as adjusted in accordance with the Listing Rules for any reorganisation of capital undertaken by the Entity).

Securities means ordinary shares in the capital of the Entity.

Takeover Bid has the meaning given in section 9 of the Corporations Act.

Interpretation

1.2 In this deed:

- (a) unless the context requires otherwise, a reference to:
 - (i) the singular includes the plural and vice versa;
 - (ii) a document (including this deed) is a reference to that document as amended, consolidated, supplemented, novated or replaced;
 - (iii) a party means a party to this deed;
 - (iv) an Item, recital, clause, Schedule or Annexure is to an Item, recital, clause, Schedule or Annexure of or to this deed;
 - (v) a notice means a notice, approval, demand, request, nomination or other communication given by one party to another under or in connection with this deed;
 - (vi) a person (including a party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust and government agency, and the person's successors, permitted assigns, substitutes, executors and administrators;
 - (vii) a law includes any legislation, judgment, rule of common law or equity or rule of any applicable stock exchange, and is a reference to that law as amended, consolidated, supplemented or replaced and includes a reference to any regulation, by-law or other subordinate legislation; and
 - (viii) the words "including" and "includes" mean "including, but not limited to", and "includes, without limitation" respectively;
- (b) headings are for convenience only and do not affect interpretation of this deed; and
- (c) if a period must be calculated from, after or before a day or the day of an act or event, it must be calculated excluding that day.

Deed subject to Listing Rules

- 1.3 If the Entity is admitted to the official list of ASX:
- (a) despite anything contained in this deed, if the Listing Rules prohibit an act being done, the act must not be done;
 - (b) nothing contained in this deed prevents an act being done that the Listing Rules require to be done;
 - (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
 - (d) if the Listing Rules require this deed to contain a provision and it does not contain that provision, this deed is deemed to contain that provision;
 - (e) if the Listing Rules require this deed not to contain a provision and it contains that provision, this deed is deemed not to contain that provision; and
 - (f) if any provision of this deed is or becomes inconsistent with the Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.
-

2. Condition precedent

- 2.1 The undertakings of the Holder pursuant to this deed are conditional upon Completion occurring.
-

3. Escrow restrictions

Holder restrictions

- 3.1 Subject to clause 4, during the Escrow Period, the Holder must not:
- (a) Dispose of, or agree or offer to Dispose of, all or any part of the Restricted Securities; or
 - (b) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of all or any part of the Restricted Securities,
- except as permitted by clause 4, and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the Entity.

Holding Lock

- 3.2 The Holder agrees that the Restricted Securities are to be kept on the Entity's Issuer Operated Subregister and are to have a Holding Lock applied.
-

4. Exceptions to escrow

Voting and dividend rights

- 4.1 Nothing in this deed removes, changes or restricts the voting rights attached to, or the right to receive dividends or distributions in respect of, the Restricted Securities.

Waiver

4.2 The Entity may waive at any time any of the restrictions in clause 3:

- (a) on such terms and conditions; and
- (b) in respect of such number of Restricted Securities,
as the Entity determines by notice to the Holder.

Takeover Bid

4.3 Despite clause 3, the Holder may accept a Takeover Bid in respect of the Restricted Securities if:

- (a) holders of at least half of the securities that are not restricted securities, either under this deed or under any other document which imposes similar restrictions, and to which the offers under the Takeover Bid relate, have accepted; and
- (b) if the offer is conditional, the bidder and the Holder agree in writing that a Holding Lock will be re-applied to any Restricted Securities that are not unconditionally bought under the Takeover Bid.

Scheme of arrangement

4.4 Despite clause 3, the Restricted Securities may be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act if the Holder agrees in writing that a Holding Lock will be re-applied to the Restricted Securities if the merger does not take effect.

Capital reduction or buy-back

4.5 Despite clause 3, the Restricted Securities may be transferred or cancelled as part of an equal access share buy-back or an equal reduction of share capital under Part 2J.1 of the Corporations Act.

Release from escrow

4.6 For the avoidance of doubt, the Holder is free to take any action referred to in clause 3.1 following the expiry of the Escrow Period.

4.7 The Entity will take reasonable steps to facilitate the release of the Holding Lock:

- (a) to the extent necessary to permit any Disposal of or other dealing with the Restricted Securities in accordance with this deed; and
- (b) in full following the expiry of the Escrow Period,
including notifying ASX in accordance with Listing Rule 3.10A.

5. Warranties

General

5.1 The Holder represents and warrants to the Entity, as at the date of this deed and at all times during the Escrow Period, that:

- (a) it has full power and authority to enter into and perform this deed and has obtained all necessary consents to enable it to do so;

- (b) it has duly executed this deed and this deed constitutes legal, valid and binding obligations enforceable against it in accordance with the terms of this deed;
- (c) the entry into and performance of this deed does not breach any obligation (including any statutory, contractual or fiduciary obligation) of the party, any law or, if it is a body corporate, its constitution or other constituent documents;
- (d) if it is a body corporate:
 - (i) it is a body corporate duly incorporated under laws of the jurisdiction of its incorporation; and
 - (ii) it has taken all necessary corporate action to authorise the execution and performance of this deed;
- (e) if it enters into this deed as trustee of a trust:
 - (i) it is the only trustee of the trust and no action has been taken or is proposed to remove it as trustee of the trust;
 - (ii) it has power under the terms of the trust to enter into and perform this deed;
 - (iii) true copies of the trust deed and other documents relating to the trust will be provided to the Entity on request;
 - (iv) it has carefully considered the purpose of this deed and considers that entry into this deed is for the benefit of the beneficiaries of the trust, whose consents (if necessary) have been obtained, and the terms of this deed are fair and reasonable;
 - (v) it has a right to be fully indemnified out of the trust assets in respect of obligations incurred by it under this deed and the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the trustee has a right to be indemnified out of the trust assets;
 - (vi) it is not and has never been in default under the terms of the trust;
 - (vii) no action has been taken or is proposed to terminate the trust; and
 - (viii) where the trustee is a body corporate, it and its directors and other officers have complied with their obligations in connection with the trust.

Breach of warranties

5.2 A breach of any of the warranties in this clause 5 is a breach of this deed.

Survival

5.3 The warranties in this clause 5 survive any termination of this deed.

6. Consequences of breaching this deed

Potential breach

6.1 If it appears to the Entity that the Holder may breach this deed, the Entity may take the steps necessary to prevent the breach and to enforce this deed.

Actual breach

6.2 If the Holder breaches this deed:

- (a) the Holder must take the steps necessary to rectify the breach;
- (b) the Entity may take the steps necessary to enforce this deed;
- (c) the Entity may refuse to acknowledge, deal with, accept or register any transfer, other Disposal or Conversion of any of the Restricted Securities in breach of this deed. This is in addition to other rights and remedies of the Entity; and
- (d) no conduct of the Holder will be taken as a direction to release the Holding Lock over any Restricted Securities.

7. General**Exercise of rights**

7.1 A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power, or remedy. A single or partial exercise of a right, power, or remedy by a party does not prevent a further exercise of that or of any other right, power, or remedy. Failure by a party to exercise or delay in exercising a right, power, or remedy does not prevent its exercise.

Costs

7.2 Each party must pay its own costs in respect of this deed and the documents and transactions contemplated by this deed.

Assignment

7.3 A party must not assign its rights under this deed without the prior written consent of the other party.

Invalid or unenforceable provisions

7.4 If a provision of this deed is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

Remedies cumulative

7.5 The rights, powers, and remedies of the parties under this deed are cumulative and do not exclude any other rights, powers or remedies.

Amendment

7.6 This deed may be amended only by a document signed by all parties.

Counterparts

7.7 This deed may be signed in counterparts and all counterparts taken together constitute one document.

Approvals and consents

- 7.8 A party may give its approval or consent conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this deed expressly provides otherwise.

Further assurances

- 7.9 Each party must, at its own expense, whenever requested by another party, promptly do or, to the extent reasonably practicable, arrange for others to do everything, including executing any documents, reasonably necessary to give full effect to this deed and the transactions contemplated by this deed.

Specific performance

- 7.10 The parties agree that damages are not an adequate remedy if a person breaches any of the provisions of this deed and that a party may apply for equitable relief (including the remedies of specific performance and injunctive relief) if a person breaches or threatens to breach this deed or it reasonably believes that a person is likely to breach this deed, and no party may oppose the granting of such relief.

Governing law

- 7.11 This deed is governed by the laws of New South Wales.

Jurisdiction

- 7.12 Each party irrevocably and unconditionally:
- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales; and
 - (b) waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

Execution

- 7.13 This deed may be signed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same document.
- 7.14 A party may sign electronically a soft copy of this deed through DocuSign or other electronic means, and bind itself accordingly. That will satisfy any statutory or other requirements for it to be in writing and signed by that party. Any soft copy so signed will constitute an executed original counterpart. In addition, it is intended to print it out when so signed, so that the relevant signatures will appear in the printout, and any print-out will also be an executed original counterpart.

Schedule

Item		
1.	Holder's name and address:	John O'Connor of 6 Goodwin Ave, Ashfield NSW 2131.
2.	Escrow Period:	The period commencing on the date on which Completion occurs and ending on the date of release of the Entity's financial results for financial year ended 30 June 2022.
3.	Particulars of Restricted Securities:	1,167,752 Securities

Execution

Executed as a deed.

Signed sealed and delivered
by **Youfoodz Holdings Limited**
(ACN 635 434 801)
in accordance with section 127 of the
Corporations Act 2001 by a director and
secretary/director:



Signature of director

Neil Kearney

Name of director (please print)

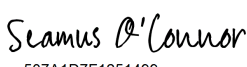


Signature of secretary/director

Andrew Phillips

Name of secretary/director (please print)

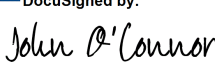
Signed sealed and delivered
by **John O'Connor**
in the presence of:

DocuSigned by:

507A1D7E1251499...

Signature of witness

Seamus O'Connor

Name of witness (please print)

DocuSigned by:

3EAA9B272068479...

Signature of **John O'Connor**

Form 603

Corporations Act 2001

Section 671B

Notice of initial substantial holder

To Company Name/Scheme Youfoodz Holdings Limited (Youfoodz)

ACN/ARSN ACN 635 434 801

1. Details of substantial holder (1)

Name Lance Giles (and the persons named in Annexure A)

ACN (if applicable) N/A

The holder became a substantial holder on 7/12/2020

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities(4)	Number of securities	Persons' votes(5)	Voting power (6)
Ordinary shares	18,852,256	18,852,256	14.23%

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
Lance Giles	Relevant interest arising as a result of section 608(1) of the Corporations Act 2001 (Cth) (the Act)	2,193,023 ordinary shares
Arthur Giles as trustee for the A&MG Trust	As above.	5,572,992 ordinary shares
Christine Ann Stott as trustee for the JStiles Trust	As above.	3,354,396 ordinary shares
Karl Giles as trustee for the LStiles Trust	As above.	7,057,937 ordinary shares
Jermaine Leonard Karaitiana Chambers as trustee for the Chambers Trust	As above.	673,908 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
Lance Giles	Lance Giles	N/A	2,193,023 ordinary shares
Arthur Giles as trustee for the A&MG Trust	Arthur Giles as trustee for the A&MG Trust	N/A	5,572,992 ordinary shares
Christine Ann Stott as trustee for the JStiles Trust	Christine Ann Stott as trustee for the JStiles Trust	N/A	3,354,396 ordinary shares
Karl Giles as trustee for the LStiles Trust	Karl Giles as trustee for the LStiles Trust	N/A	7,057,937 ordinary shares
Jermaine Leonard Karaitiana Chambers as trustee for the Chambers Trust	Jermaine Leonard Karaitiana Chambers as trustee for the Chambers Trust	N/A	673,908 ordinary shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the 4 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	
Lance Giles	Shares held prior to listing			2,193,023 ordinary shares
Arthur Giles as trustee for the A&MG Trust	Shares held prior to listing			5,572,992 ordinary shares
Christine Ann Stott as trustee for the JStiles Trust	Shares held prior to listing			3,354,396 ordinary shares
Karl Giles as trustee for the LStiles Trust	Shares held prior to listing			7,057,937 ordinary shares
Jermaine Leonard Karaitiana Chambers as trustee for the Chambers Trust	Shares held prior to listing			673,908 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
Arthur Giles as trustee for the A&MG Trust	Associate of Lance Giles as a result of section 12(2)(c) of the Act.
Christine Ann Stott as trustee for the JStiles Trust	As above.
Karl Giles as trustee for the LStiles Trust	As above.
Jermaine Leonard Karaitiana Chambers as trustee for the Chambers Trust	As above.

7. Addresses

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

Name	Address
Lance Giles	5/9 Griffith Street, New Farm QLD 4005
See Annexure A	See Annexure A

Signature

print name Lance Giles

capacity in his personal capacity

sign here



date 7/12/2020

Annexure A – List of Associates

This is Annexure A of 1 page referred to in the Form 604 (Notice of change of interests of substantial holder).



Signature of Lance Giles

Position: Director

Date: 7/12/2020

Name of Associate	Address
Arthur Giles as trustee for the A&MG Trust	20 Stargate Court, Reedy Creek QLD 4227
Christine Ann Stott as trustee for the JStiles Trust	13 Kirkwood Place, Reedy Creek QLD 4227
Karl Giles as trustee for the LStiles Trust	5 Tallowood Road, Ashmore QLD 4214
Jermaine Leonard Karaitiana Chambers as trustee for the Chambers Trust	Shop 11, 19 Robina Town Centre Drive Robina Town Centre QLD 4230

Form 603

Corporations Act 2001

Section 671B

Notice of initial substantial holder

To Company Name/Scheme Youfoodz Holdings Limited (Youfoodz)

ACN/ARSN ACN 635 434 801

1. Details of substantial holder (1)

Name RGT Capital Fund No. 6 (YF) Pty Ltd as trustee for the RGT Capital Fund No. 6 (YF) Trust (RGT)

ACN (if applicable) ACN 625 431 307

The holder became a substantial holder on 7/12/2020

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities(4)	Number of securities	Persons' votes (5)	Voting power (6)
Ordinary shares	77,307,508	77,307,508	57.51%

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
RGT	Relevant interest arising as a result of section 608(1) of the Corporations Act 2001 (Cth)	77,307,508 ordinary shares
See Annexure A	Unitholders of the RGT Capital Fund No. 6 (YF) Trust	77,307,508 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
RGT	RGT	N/A	77,307,508 ordinary shares
See Annexure A	See Annexure A	N/A	77,307,508 ordinary shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the 4 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	
RGT		Shares held prior to listing		67,307,508 ordinary shares
RGT	30/11/2020	\$1.50 per share	-	10,000,000 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
See Annexure A	Unitholders of the RGT Capital Fund No. 6 (YF) Trust

7. Addresses

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

Name	Address
RGT	75 Nelson Street, Annandale NSW 2038.
See Annexure A	See Annexure A

Signature

print name Adam Wilson

capacity Director

sign here



date 7/12/2020

Annexure A - List of Associates

This is Annexure A of 1 page referred to in the Form 603 (Notice of initial substantial holder)



Signature of Adam Wilson

Position: Director

Date: 7/12/2020

Name of Associate	Address
Ingham Rozelle Pty Limited ACN 137 168 668 as trustee for the Ingham Rozelle Trust	75 Nelson Street, Annandale NSW 2038
Miit Pty Limited ACN 137 544 159 as trustee for the Miit Trust	75 Nelson Street, Annandale NSW 2038
Group Investment Australia Pty Ltd ACN 139 764 131 as trustee for the Ultimate Trust	Unit 42, 110-116 Bourke Road, Alexandria NSW 2015
Red Storm Investments Pty Limited ACN 167 652 191 as trustee for the Red Storm Investments Trust	10 Cross St, Mosman NSW 2088
AWRH Investment Holdings Number 4 Pty Ltd ACN 635 532 839 as trustee for the AWRH Investment Trust Number 4	75 Nelson Street, Annandale NSW 2038