

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme RLF AgTech Ltd

ACN/ARSN 622 055 216

1. Details of substantial holder (1)

Name RLF AgTech Ltd

ACN/ARSN (if applicable) 622 055 216

The holder became a substantial holder on 16/05/2024

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	12,500,000	12,500,000	5.45%

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
RLF AgTech Ltd	Relevant interest under s608(1)(c) of the Corporations Act 2001 due to the Vountary Restriction Deed entered between RLF and LiquaForce. However, RLF has no right to acquire these securities or to control the voting rights attaching to these securities.	12,500,000 fully paid 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
RLF AgTech Ltd	LiqaForce Pty Ltd	LiqaForce Pty Ltd	12,500,000 fully paid ordinary shares

5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
RLF AgTech Ltd	16 May 2024		shares issued pursuant to Business Sale Deed	12,500,000 fully paid 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
N/A	

7. Addresses

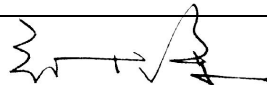
The addresses of persons named in this form are as follows:

Name	Address
LiquaForce Pty Ltd	13 Challands St, Ingham, QLD 4850
RLF AgTech Ltd	1/61 Dowd St, Welshpool, WA 6106

Signature

print name **Zaiqian Zhang** capacity **Company Secretary**

sign here



date **20/05/2024**

DIRECTIONS

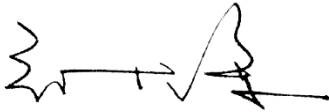
- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially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

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

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

This is Annexure "A" of 12 pages referred in the Form 603 (Notice of Initial Substantial Holder).



Zaiqian Zhang

Company Secretary

RLF AgTech Ltd

Date: 20 May 2024

**THE PERSON NAMED IN Item 1 OF THE SCHEDULE
(Company)**

and

**THE PERSON NAMED IN Item 2 OF THE SCHEDULE
(Holder)**

and

**THE PERSONS NAMED IN Item 3 OF THE SCHEDULE
(Controllers)**

VOLUNTARY RESTRICTION DEED

THIS DEED is made the 16TH

day of May 2024

BETWEEN

THE PERSON NAMED IN ITEM 1 OF THE SCHEDULE (COMPANY);

AND

THE PERSONS NAMED IN ITEM 2 OF THE SCHEDULE (HOLDERS);

AND

THE PERSONS NAMED IN ITEM 3 OF THE SCHEDULE (CONTROLLERS AND EACH A CONTROLLER).

RECITALS

- A. The Company has agreed to issue the Voluntary Escrow Shares subject to Completion occurring pursuant to the Acquisition Deeds.
- B. The Holder agrees to escrow the Voluntary Escrow Shares for the Escrow Period pursuant to the terms of this deed.
- C. To the extent that there are any Controllers named in Item 3 of the Schedule, each Controller undertakes to the Company to hold the Controller Interests pursuant to the terms of this deed.

IT IS AGREED as follows:

1. DEFINED TERMS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed.

Acquisition Deeds means the Business Sale Deed and the Side Letter Deed entered into between the Company and the Holder (amongst others) on or around 1 May 2024 in respect of the acquisition of the assets of LiquaForce Pty Ltd (ACN 131 939 396).

Affiliate means any Related Body Corporate and the shareholders of the Holder as of the date of this deed being, Cameron Liddle, Liddle Holdings Pty Ltd (ACN 164 567 999), Rickie Liddle, Kelli Liddle, Tailwind Investments NQ Pty Ltd (ACN 651 456 478) and Cameron Liddle Holdings Pty Ltd (ACN 651 523 312).

ASX means ASX Limited (ACN 008 624 691) or the financial market operated by it, as the context requires.

ASX Listing Rules means the listing rules of ASX.

ASX Settlement Operating Rules means the settlement operating rules of ASX Settlement Pty Ltd (ACN 008 504 532).

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, New South Wales.

Company means RLF AgTech Ltd (ACN 622 055 216).

Completion has the meaning given to that term under the Acquisition Deeds.

Controllers means each person named in Item 3 of the Schedule and **Controller** means any one of those persons.

Controller Interests means the securities, economic interests or other interests in the Voluntary Escrow Shares (for the duration of the Escrow Period) in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, full particulars of which are set out in Item 6 of the Schedule.

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

Dealing, in respect of any Voluntary Escrow Shares or Controller Interest, means to directly or indirectly:

- (a) sell, assign, transfer or otherwise Dispose of any legal, beneficial or economic interest in such Voluntary Escrow Share or Controller Interest (as applicable);
- (b) encumber or grant a security interest over such Voluntary Escrow Share or Controller Interest (as applicable) or any legal, beneficial or economic interest in that Voluntary Escrow Share or Controller Interest (as applicable);
- (c) grant or exercise an option in respect of such Voluntary Escrow Share or Controller Interest (as applicable);
- (d) do, or omit to do, any act if the act or omission would have the effect of transferring, whether directly or indirectly, effective ownership or control of, or any legal, beneficial or economic interest in, such Voluntary Escrow Share or Controller Interest (as applicable); or
- (e) agree to do any of those things,

and **Deal** has a corresponding meaning.

Dispose has the meaning given in the ASX Listing Rules.

Escrow Period means the period for which the Voluntary Escrow Shares are escrowed as set out in Item 4 of the Schedule.

GST Law has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Issuer Sponsored Subregister has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Professional Trustee means a holder of an Australian Financial Services License which authorises the trustee to provide custodian or trustee services.

Related Body Corporate has the meaning given to that term in the Corporations Act.

Share means a fully paid ordinary share in the capital of the Company.

Takeover Bid has the meaning given in the Corporations Act and includes a proportional takeover bid.

Voluntary Escrow Shares means:

- (a) in relation to a Holder, the Shares specified in Item 5 of the Schedule; and
- (b) any securities attaching to or arising out of those Shares.

1.2 Interpretation

In this deed:

- (a) headings are for convenience only and do not affect its interpretation;
- (b) no provision of this deed will be construed adversely to a party because that party was responsible for the preparation of this deed or that provision;
- (c) specifying anything after the words "include" or "for example" or similar expressions does not limit what else is included;

and, unless the context otherwise requires:

- (d) an agreement on the part of two or more persons binds them severally and jointly;
- (e) the expression **person** includes an individual, the estate of an individual, a corporation, an authority, an association or joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (f) a reference to any party includes that party's executors, administrators, successors and permitted assigns, including any person taking by way of novation;
- (g) a reference to a body, other than a party to this deed whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body,is a reference to the body which replaces it or substantially succeeds its powers or functions;
- (h) a reference to any document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (i) a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
- (j) words importing the singular include the plural (and vice versa) and words indicating a gender include every other gender;
- (k) references to parties, clauses, schedules, exhibits or annexures are references to parties, clauses, schedules, exhibits and annexures to or of

this deed and a reference to this deed includes any schedule, exhibit or annexure to this deed;

- (l) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (m) a reference to time is to Eastern Standard Time as observed in Queensland;
- (n) if a period of time is specified and dates from a given day or the day of an event, it is to be calculated exclusive of that day;
- (o) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (p) if an act prescribed under this deed to be done by a party on or by a given day is done after 5.00pm on that day, it is taken to be done on the next day;
- (q) where an action is required to be undertaken on a day that is not a Business Day it shall be undertaken on the next Business Day;
- (r) a reference to **\$** or **dollar** is to the lawful currency of the Commonwealth of Australia; and
- (s) where no Controller is named in Item 3 of the Schedule then references in this deed to Controller, Controllers and Controller Interests may be disregarded when applying the terms and conditions of this deed.

1.3 Compliance with ASX Listing Rules

During the Escrow Period, and for so long as the Company is listed on the ASX:

- (a) notwithstanding anything contained in this deed, if the ASX Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the ASX Listing Rules require to be done;
- (c) if the ASX 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 ASX Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the ASX Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the ASX Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2. CONDITION PRECEDENT

The respective rights and obligations of the parties under this deed are conditional upon Completion occurring.

3. ESCROW RESTRICTIONS

3.1 Voluntary Escrow Shares

Subject to clause 5, during the Escrow Period, the Holder must not Deal in the Voluntary Escrow Shares.

3.2 Controller Interests

Subject to clause 5, during the Escrow Period, the Controller must not Deal in the Controller Interests.

4. HOLDING LOCK

4.1 Agreement to Holding Lock

Subject to clause 4.2, the Holder agrees to the application of a Holding Lock to the Voluntary Escrow Shares, and agrees to take all necessary steps to ensure that its Voluntary Escrow Shares are registered and held for the Holder on the Issuer Sponsored Sub-register whilst any restrictions under clause 3 apply to those Voluntary Escrow Shares.

4.2 Application of Holding Lock

The Company will apply a Holding Lock to the Voluntary Escrow Shares upon Completion and may only remove the Holding Lock with respect to the Voluntary Escrow Shares if permitted under clause 4.3.

4.3 Removal of Holding Lock

- (a) Upon request by the Holder or, where applicable, a Controller, the Company must promptly remove the Holding Lock with respect to the Voluntary Escrow Shares to the extent necessary to facilitate a Dealing that is permitted under clause 5.
- (b) The Company must remove the Holding Lock with respect to the Voluntary Escrow Shares on the Business Day after the end of the relevant Escrow Period.
- (c) The Company must notify ASX that the Voluntary Escrow Shares will be released from the Holding Lock in accordance with the timing requirements set out in ASX Listing Rule 3.10A.

5. EXCEPTIONS

5.1 Permitted Dealing

- (a) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares and a Controller may Deal in its Controller Interests if the Dealing arises solely as a result of:
 - (i) the acceptance a bona fide third party offer under a Takeover Bid in relation to those Voluntary Escrow Shares, provided that the

holders of at least half of the Shares that are not subject to any voluntary escrow deed, and to which the offers under the bid relate, have accepted the bid; or

- (ii) the transfer or cancellation of the Voluntary Escrow Shares in the Company as part of a scheme of arrangement under Part 5.1 of the Corporations Act, provided that the scheme of arrangement has received all necessary approvals, including all such necessary court and shareholder approvals, provided,

in each case, that if for any reason any or all Voluntary Escrow Shares are not transferred or cancelled in accordance with such a Takeover Bid or scheme of arrangement (including because the Takeover Bid does not become unconditional), then the Holder agrees that the restrictions applying to the Voluntary Escrow Shares under this deed will continue to apply and without limiting the foregoing, the Holding Lock will be reapplied to all Voluntary Escrow Shares not so transferred or cancelled. For the avoidance of doubt, the Controller can make a Dealing if required to enable the Holder to take any of the actions in this clause 5.1(a).

- (b) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may transfer (in one or more transactions) any or all Voluntary Escrow Shares or Controller Interests (as applicable) to an Affiliate or Professional Trustee of the Holder or Controller (as applicable) provided:
 - (i) such Affiliate or Professional Trustee agrees to be bound by the terms and conditions of this deed by entering into such further agreements as the Company may reasonably require (provided that the Company may not require any change to the remaining duration of the restrictions in clause 3 or to the nature of those restrictions); and
 - (ii) the transfer does not result in a change to the beneficial ownership of the Voluntary Escrow Shares.
- (c) During the Escrow Period, the Holder may Deal in any of its Voluntary Escrow Shares to the extent the Dealing is required by applicable law (including an order of a court of competent jurisdiction), provided that any recipient of the Voluntary Escrow Shares will no longer be bound by any Holding Lock or restrictions on Dealing.
- (d) Notwithstanding any condition to the contrary in this deed, during the Escrow Period, the Holder or Controller may Deal in any of its Voluntary Escrow Shares or Controller Interests upon the death or incapacity of the Holder or Controller. In respect of the transferee, the Board may elect to waive any Holding Lock or restrictions on Dealing in respect of the Voluntary Escrow Shares or Controller Interests (as applicable).

5.2 Notice

If the Holder or Controller becomes aware:

- (a) that a Dealing in any Voluntary Escrow Shares or Controller Interests (as applicable) has occurred, or is likely to occur, during the Escrow Period; or

- (b) of any matter which is likely to give rise to a Dealing in any Voluntary Escrow Shares or Controller Interests (as applicable) during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

6. PERMITTED DEALINGS WITH THE VOLUNTARY ESCROW SHARES

Except as expressly provided for in clause 3, nothing in this deed restricts the Holder or a Controller from dealing with the Voluntary Escrow Shares or Controller Interests (as applicable) or exercising rights attaching to, or afforded to the holder of, the Voluntary Escrow Shares or Controller Interests (as applicable), including (without limitation) by:

- (a) exercising any voting rights attaching to Voluntary Escrow Shares;
- (b) receiving or being entitled to any dividend, return of capital or other distribution attaching to Voluntary Escrow Shares; or
- (c) receiving or participating in any rights or bonus issue in connection with the Voluntary Escrow Shares.

7. CONSEQUENCES OF BREACH

If the Holder or Controller breaches this deed, each of the following applies:

- (a) the Company may take any steps that it considers necessary to enforce this deed and/or rectify the breach; and
- (b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Voluntary Escrow Shares. This is in addition and without prejudice to other rights and remedies of the Company.

8. AMENDMENT

This deed can only be amended or replaced by another deed executed by the parties.

9. TERMINATION

This deed terminates automatically when the Holding Lock is released in full in respect of all Voluntary Escrow Shares and Controller Interests.

10. CAPACITY

If the Holder or Controller has entered into this deed as a trustee:

- (a) notwithstanding any other provision of this deed including any provision expressed to prevail over this clause 10 and subject to clause 10(c), the Holder or Controller (as applicable) enters into this deed only in its capacity as trustee of the relevant trust and in no other capacity. A liability arising under or in connection with this deed can be enforced against the Holder or Controller (as applicable) only to the extent which it can be satisfied out of the property of the relevant trust for which the Holder or Controller (as applicable) is actually indemnified for the liability.

The Holder or Controller (as applicable) will exercise its rights of indemnification in order to satisfy its obligations under this deed;

- (b) subject to clause 10(c), a party to this deed may not sue the Holder or Controller (as applicable) in any capacity other than as trustee in respect of the relevant trust, including seeking the appointment to the Holder or Controller (as applicable) of a receiver (except in relation to property of the relevant trust), a liquidator, administrator or any similar person; and
- (c) the provisions of this clause 10 will not apply to any obligation or liability of the Holder or Controller (as applicable) to the extent that it is not satisfied because under the relevant trust deed or by operation of law, there is a reduction in the extent to which the Holder or Controller (as applicable) is entitled to exercise its right of indemnification out of the assets of the relevant trust, or the right does not exist at all, as a result of the Holder's or Controller's (as applicable) fraud, negligence, improper performance of duties or breach of trust.

11. NOTICES

11.1 Notices in writing

Each notice authorised or required to be given to a party shall be in legible writing and in English addressed to the party's address set out in clause 11.2 (or such other address nominated in accordance with clause 11.3).

11.2 Initial address of parties

The initial address of the parties shall be as set out in the Schedule.

11.3 Change of Address

Each party may from time to time change its address by giving notice pursuant to clause 11.1 to the other parties.

11.4 Receipt of notice

Any notice given pursuant to this deed will be conclusively deemed to have been received:

- (a) in the case of personal delivery, on the actual day of delivery;
- (b) if sent by mail, two Business Days from and including the day of posting;
or
- (c) if sent by email:
 - (i) when the sender receives an automated message confirming delivery; or
 - (ii) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first, but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (addressee's time), it is deemed to be received at 9.00am on the following Business Day.

12. GENERAL

12.1 Governing law

This deed is governed by the laws of Queensland.

12.2 Choice of jurisdiction

Each party irrevocable and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland including, for the avoidance of doubt, the Federal Court of Australia sitting in Queensland.

12.3 Further assurances

Except as expressly provided in this deed, each party must, at its own expense, do all things reasonably necessary to give full effect to this deed and the matters contemplated by it.

12.4 Entire agreement

This deed constitutes the entire understanding of the parties with respect to the subject matter and replaces all other agreements (whether written or oral) between the parties with respect to its subject matter.

12.5 Counterparts

This deed may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts. Electronic signatures are taken to be valid and binding to the same extent as original signatures.

12.6 Time of essence

Time is of the essence to this deed.

12.7 Waiver

- (a) No waiver of a right or remedy under this deed is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.
- (b) A single or partial exercise of a right or remedy under this deed does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise or delay in exercising a right or remedy under this deed does not operate as a waiver or prevent further exercise of that or any other right or remedy.

12.8 Severability

Any term of this deed which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this deed is not affected.

SCHEDULE

Item 1 Company

RLF Agtech Ltd (ACN 622 055 216) of 1/61 Dowd Street, Welshpool WA 6106 with email address cosec@rlfagtech.com to the attention of **Company Secretary**.

Item 2 Holder(s)

Liquaforce Pty Ltd (ACN 131 939 396) of 13 Challands Street, Ingham QLD 4850 with email address [insert] to the attention of Cameron Liddle.

Item 3 Controller(s)

N/A

Item 4 Escrow Period

In respect of 100% of the Voluntary Escrow Shares, the period commencing on Completion and ending at 5.00pm (EST) on the date that is 12 months from Completion.

Item 5 Particulars of Voluntary Escrow Shares


Voluntary Escrow Shares 12,500,000 Shares

Item 6 Particulars of Controller Interests

N/A

EXECUTED by the parties as a deed.

EXECUTED AS A DEED by)
RLF AGTECH LTD)
ACN 622 055 216)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)



Signature of director



Signature of director/company secretary*

KENNETH G. MANCOK
Name of director

*please delete as applicable

ZAIQIAN ZHANG
Name of director/company secretary*

EXECUTED AS A DEED by)
LIQUAFORCE PTY LTD)
ACN 131 939 396)
in accordance with section 127 of the)
Corporations Act 2001 (Cth):)

ROGER NORMAN LIDDLE
Signature of director



Signature of director/company secretary*

HERTHOR LIDDLE
Name of director

*please delete as applicable



Name of director/company secretary*