



Our Ref: SFG ASX Announce Substantial Notices (574)

7 August 2018

ANNOUNCEMENT 574

Company Announcements Office
Australian Securities Exchange
Level 6
20 Bridge Street
SYDNEY NSW 2000

By ASX Online
Number of pages: 56
(including this page)

Dear Sir

Substantial Shareholder Notices

Seafarms Group Limited (**Seafarms**) has received the attached initial substantial shareholder notice from Nippon Suisan Kaisha Ltd and a change of substantial shareholder notice from Gabor Holdings Pty Ltd (and associates).

For any queries regarding this announcement please contact Mr Harley Whitcombe (08) 9216 5200.

Yours faithfully

Seafarms Group Limited

Harley Whitcombe
Company Secretary

ENC

Seafarms Group Limited
ABN 50 009 317 846

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About Seafarms Group

Seafarms Group Limited (ASX: SFG) is an ASX listed holding company with separate subsidiary aquaculture companies., Seafarm Operations Pty Ltd operates aquaculture operations in northern Queensland, producing high-quality seafood. Seafarms is currently the largest producer of farmed prawns – growing, processing and distributing the well-known Crystal Bay Prawns™ premium brand.

For further information refer the company's web site: www.seafarms.com.au

Project Sea Dragon

Project Sea Dragon Pty Ltd is developing Australia's largest integrated land-based prawn aquaculture project in northern Australia designed to produce high quality, year-round reliable volumes for export markets.

For further information refer the company's web site: www.seafarms.com.au/about-project-sea-dragon/

About Nippon Suisan Kaisha Limited (Nissui)

Nissui was formed in 1911 and has established itself as one of the world's largest producers of seafood. Its Marine Products Business has global access to marine resources, developed expertise in fisheries, fish and prawn farming, marine research and development, extensive processing and production abilities, logistics and international marketing networks.

Nissui is listed on the Tokyo Stock Exchange, constitutes a member of the Nikkei 225 Index and has a market capitalisation of approximately ¥170B (US\$1.54B). Nissui employs over 9,000 employees globally (on a consolidated basis). Its total net sales in 2017 (1 April 2017 to 31 March 2018) are estimated at ¥683B (US\$6.21B). Nissui's seafood sales are predominately in Japan (and Asia), but also enjoys a significant presence in the US, Europe, New Zealand and Australia.

For more information concerning Nissui please refer to their website – www.nissui.co.jp/english/

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Seafarms Group Limited

ACN/ARSN 009 317 846

1. Details of substantial holder (1)

Name Nippon Suisan Kaisha Ltd

ACN/ARSN (if applicable) N/A

The holder became a substantial holder on 07 / 08 / 2018

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary Shares	249,877,657	249,877,657	14.99%

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
Nippon Suisan Kaisha Ltd	Relevant interest under section 608(1)(a) of the Corporations Act in respect of those shares acquired via a subscription agreement dated 22 May 2018 as amended by the Amendment and Restatement Deed, a copy of which is annexed to this notice and marked Annexure A.	249,877,657 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
Nippon Suisan Kaisha Ltd	Nippon Suisan Kaisha Ltd	Nippon Suisan Kaisha Ltd	249,877,657 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	
Nippon Suisan Kaisha Ltd	07 / 08 / 2018	A\$24,987,765.70		249,877,657 ordinary shares

6. Associates

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

NOT APPLICABLE

7. Addresses

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

Name	Address
Nippon Suisan Kaisha Ltd	Nishi-Shimbashi Square, 1-3-1, Nishi-Shimbashi, Minato-ku, Tokyo 105-8676, Japan

Signature

print name Akiyo Matono

capacity

Representative Board Member,
President & CEO

sign here



date

07/08/2018

DIRECTIONS

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

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

Annexure "A"

This is annexure "A" of 50 pages (including this page) referred to in form 603 (notice of initial substantial holder).

Company name: Seafarms Group Limited

ACN: 009 317 846

Signed by:


Akiyo Matono

Date: 07/08/2018

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Seafarms Group Limited

Nippon Suisan Kaisha Limited

Amendment and Restatement Deed - Subscription Agreement

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Date *3 August* 2018

Parties

Seafarms Group Limited ACN 009 317 846 of Level 11, 225 St Georges Terrace, Perth, Western Australia 6000 (**SFG**)

Nippon Suisan Kaisha Ltd of Nishi-Shimbashi Square, 1-3-1, Nishi-Shimbashi, Minato-ku, Tokyo, 105-8676, Japan (**Nissui**)

Background

- A The parties entered into the Subscription Agreement pursuant to which SFG has agreed to issue to Nissui the Subscription Shares, Nissui Listed Options and Nissui Unlisted Options subject to the satisfaction of certain conditions.
- B One of the conditions is the divestment by SFG of its Environmental Services Business. Accordingly, SFG is in the process of implementing a demerger of the Environmental Services Business by way of a pro-rata in specie distribution of all shares in SFG's subsidiary CO2 Australia Limited ACN 102 990 803 to SFG's shareholders (Demerger).
- C Under applicable law, if the Demerger is implemented, SFG will be required to:
 - (a) reduce the exercise price of its listed and unlisted options currently on issue by the same amount as that returned to SFG shareholders for each SFG Share, being \$0.0027 (**Reduction Amount**); and
 - (b) amend the terms of the Nissui Listed Options so that the exercise price of the Nissui Listed Options is reduced by the Reduction Amount.
- D In order to comply with applicable law, SFG wishes to reduce the exercise price of the Nissui Listed Options by the Reduction Amount. For consistency, SFG has also agreed to reduce the exercise price of the Nissui Unlisted Options by the Reduction Amount.
- E In accordance with clause 11.2 of the Subscription Agreement, the parties wish to amend the Subscription Agreement on the terms of this document.

Agreed terms

1 Interpretation

1.1 Definitions

In this document these terms have the following meanings:

Operative Date	The date of this document.
Restated Document	The Subscription Agreement as amended and restated in accordance with this document.
Subscription Agreement	The agreement titled 'Subscription Agreement' between SFG and Nissui and dated 22 May 2018.

1.2 Definitions in the Subscription Agreement

Unless expressed to the contrary, terms defined in the Subscription Agreement have the same meanings in this document.

2 Amendment and restatement

2.1 Amendment and restatement

The Subscription Agreement is amended to, and restated in, the form of the annexure.

2.2 Parties bound

- (a) The parties will be bound by the Restated Document on and from the Operative Date.
- (b) **Clause 2.1** does not affect any right or obligation of either party that arises before the Operative Date.

3 Costs and expenses

- (a) Each party agrees to pay its own costs and expenses (including legal costs and expenses) relating to the negotiation, preparation, execution, stamping and registration of this document.
- (b) SFG agrees to pay any duties and registration or other fees (including fines, interest and penalties relating to such duties and fees) which are payable or are assessed by a relevant government body or other person to be payable in relation to this document or any transaction contemplated by it.

4 Notices

Clause 10 (Notices) of the Subscription Agreement (as amended by this document) is incorporated into and applies to this document as though set out here.

5 General

5.1 Incorporation of clauses of the Subscription Agreement

The following clauses of the Subscription Agreement (as amended by this document) are incorporated into and apply to this document as though set out here:

- (a) **clause 11.2** (Amendment);
- (b) **clause 11.3** (Assignment);
- (c) **clause 11.7** (Counterparts); and
- (d) **clause 11.12** (Construction).

5.2 Governing law and jurisdiction

- (a) This document is governed by and is to be construed in accordance with the laws applicable in Western Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

5.3 Deed

This document is a deed. Factors which might suggest otherwise are to be disregarded.

Execution

Executed as a deed.

Executed by Seafarms Group Limited)
)

.....
Company Secretary/Director

.....
Director

.....
Name of Company Secretary/Director
(print)

.....
Name of Director (print)

Executed by Nippon Suisan Kaisha)
Limited)

.....
Witness

.....
Authorised Signatory

.....
Name of Witness (print)

.....
Name of Authorised Signatory (print)

Execution

Executed as a deed.

**Executed by Seafarms Group
Limited**

)
)

Harley Whitcombe
.....
Company Secretary/Director

HARLEY WHITCOMBE
.....
Name of Company Secretary/Director
(print)

Ian N Trahar
.....
Director

IAN N TRA HAR
.....
Name of Director (print)

**Executed by Nippon Suisan Kaisha
Limited**

)
)

.....
Witness

.....
Name of Witness (print)

.....
Authorised Signatory

.....
Name of Authorised Signatory (print)

Annexure

Seafarms Group Limited

Nippon Suisan Kaisha Limited

Restated - Subscription Agreement

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Date 22 May 2018 as amended and restated on 3 August 2018

Parties

Seafarms Group Limited ACN 009 317 846 of Level 11, 225 St Georges Terrace, Perth, Western Australia 6000 (**SFG**)

Nippon Suisan Kaisha Ltd of Nishi-Shimbashi Square, 1-3-1, Nishi-Shimbashi, Minato-ku, Tokyo, 105-8676, Japan (**Nissui**)

Background

Nissui has agreed to subscribe for, and SFG has agreed to issue to Nissui, the Subscription Shares and Subscription Options on the terms set out in this document.

Agreed terms

1 Definitions

In this document these terms have the following meanings:

ASX	ASX Limited ACN 008 624 691 or the Australian Securities Exchange (as the context requires).
ASX Waiver	The waiver from ASX Listing Rule 6.18 to be sought by SFG for the purposes of giving effect to the Top Up Rights in clause 4 of the Shareholder Rights Agreement.
Board	The board of directors.
Business Day	A day which is not a Saturday, Sunday or bank or public holiday in Perth or Tokyo.
Call Option	The call option in respect of the Shares in each Qld Company granted by SFO to Nissui on the terms set out in the Qld Co Call Option Agreement.
Claim	Any claim, demand, proceeding, suit, litigation, investigation, audit, action or cause of action in contract, tort, under statute or otherwise.
Cleansing Notice	A written notice by SFG to ASX pursuant to section 708A(5) of the Corporations Act meeting the requirements

	of section 708A(6) of the Corporations Act, in a form, and containing the information, that is sufficient to permit secondary trading on the ASX of the Subscription Shares and/ or Nissui Listed Options to which it relates.
Completion	The completion of the issue of the Subscription Shares and the grant of the Subscription Options on the terms set out in this document.
Completion Date	The day which is ten Business Days after the date on which the conditions in clause 3.1(a) to 3.1(e) are satisfied, or waived in accordance with clause 3.4 (or such other date as may be agreed between Nissui and SFG in writing).
Condition	Each condition set out in clause 3.1 .
Constitution	The constituent documents of SFG in force from time to time.
Convertible Preference Shares	The convertible preference shares in the capital of SFG with the terms and conditions outlined in the schedule to the Constitution.
Corporations Act	The <i>Corporations Act 2001</i> (Cth).
Data Index	The index of documents provided by SFG prior to execution of this document in the form agreed by the parties.
Defaulting Party	Has the meaning given in clause 7.1(a) .
Due Diligence Material	<ul style="list-style-type: none"> (a) The information and materials provided to Nissui on or before the date that is three Business Days before the Execution Date and listed in the Data Index; (b) the written responses given by SFG in the 'Request for Information' from Nissui on or before the date that is three Business Days before the Execution Date; and (c) all announcements released to the ASX Market Announcements Platform by SFG between 1 July 2015 and the date that is three Business Days before the Execution Date.
End Date	31 December 2018.
Environmental Services Business	The carbon project management activities (in Australia, New Zealand and Vietnam), the provision of environmental advisory services (in ecosystem offsets and carbon farming projects) and the business of trading environmental credits which are or have been conducted by the following entities:

	<ul style="list-style-type: none"> (a) CO2 Australia Limited; (b) Carbon Banc Limited; (c) Carbon Estate Pty Ltd; (d) CO2 New Zealand Limited; (e) Mallee Land Company Pty Ltd; (f) Mallee Carbon Limited; (g) Carbon Sinks Services Pty Ltd; (h) The Oil Mallee Company of Australia Limited; (i) Yonderr Pty Ltd; (j) CO2 Asia Pte Ltd; (k) CO2 Group Financial Services Pty Ltd; and (l) Blue-Leafed Mallee Pty Ltd (held 60% by SFG).
Equity Securities	Has the meaning given to that term in the Listing Rules.
Execution Date	The date on which the last of the parties executes this document.
Fairly Disclosed	Disclosure in such a manner as would enable a reasonable person to identify and reasonably and properly assess, the nature, scope and financial or other consequences of the relevant matter. For the avoidance of doubt, for the purpose of determining whether or not a Material Adverse Change has been Fairly Disclosed to Nissui, mere disclosure of a matter, event or circumstance in general terms (e.g. a failure to obtain finance will cause delays) as a risk factor of delaying the implementation of Project Sea Dragon beyond 31 December 2023 or resulting in the development of Project Sea Dragon being discontinued is not Fairly Disclosed.
FIRB	Foreign Investment Review Board.
Governmental Agency	Any government or any governmental, semi-governmental or judicial entity or authority, including any self-regulatory organisation established under statute or any stock exchange.
GST	The meaning given to that expression in GST Act.
GST Act	The <i>A New Tax System (Goods and Services) Act 1999</i> (Cth).
Holding Lock	Has the meaning given to that term in the Listing Rules.
Immediately Available Funds	Bank cheque or telegraphic transfer of cleared funds to an account nominated by the payee.

Listing Rules	The listing rules of the ASX, as amended from time to time.
Material Adverse Change	A matter, event or circumstance where that matter, event or circumstance has had, or is reasonably expected by Nissui (acting reasonably) to have, the effect of delaying the implementation of Project Sea Dragon beyond 31 December 2023 or resulting in the development of Project Sea Dragon being discontinued excluding any matter event or circumstance that was Fairly Disclosed to Nissui in the Due Diligence Material.
Nissui Entities	Each of: <ul style="list-style-type: none"> (a) Nissui; (b) a Wholly-Owned Subsidiary of Nissui; and (c) Sealord, provided that Nissui, directly or indirectly, holds at least 50% of the issued share capital of Sealord; and (d) any Wholly-Owned Subsidiary of Sealord provided that Nissui, directly or indirectly, holds at least 50% of the issued share capital of Sealord.
Nissui Listed Options	28,396,974 Options exercisable at \$0.097 on or before 17 July 2021 and otherwise on the terms set out in Schedule 2 .
Nissui Nominee	Has the meaning given in clause 4.2 .
Nissui Party	Each of Nissui, Sealord, their respective Related Bodies Corporate, and each director, officer, employee, agent, contractor of and adviser to Nissui, Sealord and their respective Related Bodies Corporate.
Nissui Unlisted Options	5,320,622 Options exercisable at \$0.062 on or before 1 June 2023 and otherwise on the terms set out in Schedule 3 .
Nissui Warranties	The representations and warranties given by Nissui set out in Schedule 1 Part B .
Nissui Entities' Shareholding in SFG	The aggregate direct and indirect holding of the Nissui Entities in SFG Shares expressed as a percentage of the total SFG Shares on issue.
Non-Defaulting Party	Has the meaning given in clause 7.1(a) .
PPSA	The <i>Personal Property Securities Act 2009</i> (Cth).
Project Sea Dragon	The large scale, integrated, land based, shrimp/prawn aquaculture project to be developed in Northern Australia by PSD Co.

PSD Co	Project Sea Dragon Pty Ltd ACN 604 936 192 of Level 11, 225 St Georges Terrace, Perth, Western Australia 6000.
PSD Sealord Services Agreement	The agreement titled 'PSD Sealord Services Agreement' between Nissui, PSD Co and Sealord (and/ or its Wholly-Owned Subsidiary) to be executed at or prior to Completion.
PSD Supply & Marketing Agreement	The agreement titled 'PSD Supply & Marketing Agreement' between Nissui, SFG and PSD Co to be executed contemporaneously with this document.
Qld Co Call Option Agreement	The agreement titled 'Qld Co Call Option Agreement' between Nissui, SFO and the Qld Companies to be executed contemporaneously with this document.
Qld Sealord Services Agreement	The agreement titled 'Qld Sealord Services Agreement' between Nissui, SQPL and Sealord (and/ or its Wholly-Owned Subsidiary) to be executed at or prior to Completion.
Qld Supply & Marketing Agreement	The agreement titled 'Qld Supply & Marketing Agreement' between Nissui, SQPL and SFG to be executed contemporaneously with this document.
Qld Company	Each of: <ul style="list-style-type: none"> (a) SQPL; and (b) SHPL, <p>(and collectively, the Qld Companies).</p>
Qld Operations	SFG's aquaculture operations in Queensland comprising the Ingham and Cardwell prawn farming operations, including approximately 160Ha of ponds and associated aquaculture infrastructure producing prawns under the "Crystal Bay" brand in Australia.
Related Body Corporate	Has the meaning given to that term in the Corporations Act.
Restricted SFG Securities	<ul style="list-style-type: none"> (a) The Subscription Shares; (b) The Subscription Options; (c) Any other securities SFG issues or grants to Nissui under the Top Up Rights under clause 4 of the Shareholder Rights Agreement; (d) Any SFG Shares issued on exercise of the Subscription Options; (e) Any SFG Shares issued on exercise or conversion of convertible securities (if any) under (c) above.
Sealord	Sealord Group Limited ABN 74 248 520 653 (New Zealand Company Number 168963) of Vickerman Street,

	Nelson, New Zealand.
Sealord Services Agreements	The agreements titled PSD Sealord Services Agreement and Qld Sealord Services Agreement.
Security Interest	Any interest or right which secures the payment of a debt or other monetary obligation or the compliance with any other obligation. It includes any retention of title to any property and any right to set off or withhold payment of any deposit or other money.
SFG General Warranties	The representations and warranties given by SFG set out in Schedule 1 Part A1 .
SFG Information Warranties	The representations and warranties given by SFG set out in Schedule 1 Part A2 .
SFG Party	Each of SFG, PSD Co, their respective Related Bodies Corporate, and each director, officer, employee, agent, contractor of and adviser to SFG, PSD Co and their respective Related Bodies Corporate.
SFG Share	A Share in the capital of SFG.
SFG Warranties	SFG General Warranties and SFG Information Warranties given by SFG set out in Schedule 1 Part A .
SFO	Seafarm Operations Pty Ltd ACN 116 812 634.
Share	A fully paid ordinary share and any other class of share which is a 'voting share' under section 9 of the Corporations Act.
Shareholder Rights Agreement	The agreement titled 'Shareholder Rights Agreement' between Nissui, SFG, SFO, the Qld Companies and PSD Co to be executed contemporaneously with this document.
SHPL	Seafarm Hinchinbrook Pty Ltd ACN 601 432 946.
SQPL	Seafarm Queensland Pty Ltd ACN 167 090 539.
Subscription Amount	\$24,987,765.70.
Subscription Options	The Nissui Listed Options and the Nissui Unlisted Options.
Subscription Shares	249,877,657 SFG Shares.
Subsidiary	Has the meaning given in the Corporations Act.
Transaction Document	Means: <ul style="list-style-type: none"> (a) this document; (b) the Shareholders Rights Agreement;

- (c) the Qld Co Call Option Agreement;
- (d) the agreement titled 'Deed of Mortgage of Securities' between Nissui and SFO to be executed contemporaneously with this document;
- (e) the Qld Supply & Marketing Agreement;
- (f) the PSD Supply & Marketing Agreement;
- (g) the Qld Sealord Services Agreement;
- (h) the PSD Sealord Services Agreement; and
- (i) any other agreement which relates to the documents above or which the parties agree is a Transaction Document.

Wholly-Owned Subsidiary Has the meaning given in the Corporations Act.

2 Issue and Subscription

2.1 Issue and Subscription

On Completion:

- (a) Nissui must subscribe for, and SFG must issue to Nissui, the Subscription Shares for the Subscription Amount; and
- (b) SFG must grant to Nissui and Nissui will accept the grant of the Subscription Options,

on the terms set out in this document.

3 Conditions to Completion

3.1 Conditions

The obligation of the Parties at Completion are subject to, and conditional upon the following conditions:

- (a) **(Approval of Japanese government)** Nissui has submitted notification to the Japanese government, including the Fisheries Agency and the Bank of Japan of the transactions contemplated under the Transaction Documents, and obtained approvals required by the government in respect of the entry into or implementation of the transactions;
- (b) **(FIRB approval):**
 - (i) Nissui has received a written notice under the *Foreign Acquisitions and Takeovers Act 1975* (Cth), by or on behalf of the Treasurer of the Commonwealth of Australia to the effect that the Commonwealth Government does not object to the transactions

contemplated by this document, either unconditionally or on terms that are acceptable to Nissui (acting reasonably);

- (ii) the Treasurer of the Commonwealth of Australia becomes precluded from making an order in relation to the subject matter of this document and the transactions contemplated by it under the *Foreign Acquisitions and Takeovers Act 1975* (Cth); or
 - (iii) if an interim order is made under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) in respect of the transactions contemplated by this document, the subsequent period for making a final order prohibiting the transactions contemplated by this document elapses without a final order being made;
- (c) **(Other regulatory approvals)** the following regulatory consents and approvals required for the entry into and performance of the transactions under this document are obtained on terms reasonably acceptable to the parties:
- (i) **(ASX Waiver)** SFG receiving written confirmation that the ASX Waiver has been granted;
 - (d) **(Divestment of Environmental Services Business)** SFG completing (or Nissui being reasonably satisfied that SFG will complete) a divestment of the Environmental Services Business;
 - (e) **(Sealord Services Agreements)** execution of the Qld Sealord Services Agreement and the PSD Sealord Services Agreement each containing terms not inconsistent with the key terms set out in **Schedule 4** by the relevant parties to those agreements; and
 - (f) **(No Material Adverse Change)** no Material Adverse Change having occurred between the Execution Date and Completion.

3.2 Obligations of parties in relation to Conditions

- (a) SFG and Nissui must use best endeavours to ensure that the Conditions are satisfied as soon as practicable after the Execution Date and in any event by the End Date.
- (b) SFG and Nissui must each co-operate with each other and comply with all reasonable requests by the other parties for the purposes of procuring the satisfaction of any Condition and must not take any action which will hinder or prevent the satisfaction of any Condition.
- (c) During the period between the Execution Date and the Completion Date, SFG must advise Nissui of any matter, fact or circumstance that it reasonably considers may constitute a Material Adverse Change.

3.3 Notice

SFG and Nissui must promptly notify the other as soon as it becomes aware that the Condition is satisfied or becomes (or is likely to become) incapable of being satisfied.

3.4 Waiver of Conditions

The parties acknowledge that the Conditions set out in **clause 3.1** are for the benefit of SFG and Nissui and may only be waived by written agreement between SFG and Nissui.

3.5 Termination right

Either SFG or Nissui may terminate this document by giving written notice to the other if a Condition is not satisfied or waived in accordance with **clause 3.4** by the End Date.

3.6 Release on termination

If this document is terminated under **clause 3.5** then in addition to any other rights provided by law:

- (a) each party is released from its obligations to continue performance under this document; and
- (b) each party retains the rights it has against any other party in respect of any breach which occurs before this document is terminated.

4 Completion

4.1 Completion

Completion will take place at 10.00 am on the Completion Date at the offices of SFG in Perth, Western Australia (or any other time or place agreed between the parties in writing).

4.2 Nomination of initial Nissui Nominee

Within 20 Business Days of the Execution Date and in any event no later than 3 Business Days before the Completion Date, Nissui must provide to SFG the name of the person that Nissui requires to be appointed as a director of SFG, PSD Co and the Qld Companies (**Nissui Nominee**).

4.3 Nissui obligations at Completion

At, or in case of **clause 4.3(b)**, at or before, Completion, Nissui must:

- (a) pay the Subscription Amount to SFG in Immediately Available Funds to or at the direction of SFG;
- (b) deliver to SFG:
 - (i) the consent from the Nissui Nominee to act as a director of SFG, PSD Co and the Qld Companies;
 - (ii) three counterparts of the PSD Sealord Services Agreement signed by Nissui and Sealord (and/ or its Wholly-Owned Subsidiary) (as applicable); and

- (iii) three counterparts of the Qld Sealord Services Agreement signed by Nissui and Sealord (and/ or its Wholly-Owned Subsidiary) (as applicable).

4.4 SFG obligations at Completion

At, or in case of **clause 4.4(g)**, at or before, Completion, SFG must:

- (a) issue the Subscription Shares to Nissui;
- (b) grant the Subscription Options to Nissui;
- (c) register Nissui as the holder of the Subscription Shares in its register of members and as the holder of the Subscription Options in its registers of optionholders;
- (d) deliver an option certificate to Nissui evidencing the grant of the Nissui Unlisted Options to Nissui;
- (e) appoint the Nissui Nominee to act as a director of SFG;
- (f) take all steps required under its Constitution and the Corporations Act to:
 - (i) constitute and evidence Nissui as the holder of the Subscription Shares and the Subscription Options; and
 - (ii) appoint the Nissui Nominee to act as a director of PSD Co and the Qld Companies; and
- (g) deliver to Nissui:
 - (i) three counterparts of the PSD Sealord Services Agreement signed by PSD Co;
 - (ii) three counterparts of the Qld Sealord Services Agreement signed by SQPL;
 - (iii) an undated transfer of all of the Shares in SHPL executed by SFO as transferor in registrable form but with the name of the transferee and the consideration left blank;
 - (iv) the share certificate representing all of the Shares in SHPL issued to SFO;
 - (v) an undated transfer of all of the Shares in SQPL executed by SFO as transferor in registrable form but with the name of the transferee and the consideration left blank; and
 - (vi) the share certificate representing all of the Shares in SQPL issued to SFO;

(the documents listed in **clauses 4.4(g)(iii) to 4.4(g)(vi)**, together the **Call Option Completion Documents**)

4.5 Simultaneous actions at Completion

- (a) The obligations of the parties at Completion are interdependent and all actions will be deemed to have been performed simultaneously.

- (b) If one party defaults in an obligation, Completion will not take place and each party must take all steps necessary to reverse any step taken at Completion (such as returning any monies or documentation).

4.6 Completion related obligations

- (a) As soon as practicable following Completion occurring and, in any event, within two Business Days of Completion occurring, SFG must:
 - (i) apply for quotation for the Subscription Shares and the Nissui Listed Options on the ASX and do all things necessary to ensure that the Subscription Shares and Nissui Listed Options are quoted as soon as practicable on such terms and conditions as are usual for quotation of securities;
 - (ii) provide ASX with a Cleansing Notice in relation to the Subscription Shares and the Nissui Listed Options;
 - (iii) take all steps to procure the delivery to Nissui of a holding statement evidencing that the Subscription Shares and Nissui Listed Options have been issued; and
- (b) Nissui agrees to be bound by the Constitution on issue of the Subscription Shares.

4.7 Obligations related to the Call Option Completion Documents

Nissui must not exercise or seek to exercise the Call Option improperly or in circumstances other than where it is entitled to do so under the Qld Co Call Option Agreement.

4.8 Acknowledgements

It is acknowledged and agreed by the parties that:

- (a) the Subscription Shares and the Subscription Options (and any Shares issued on exercise of the Subscription Options) have not been registered under Article 4, Paragraph 1 of the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended; "FIEA") by virtue of the fact that the solicitation and offer of such securities in Japan is being conducted in accordance with Article 2, Paragraph 3, Item 2 iii of the FIEA; and
- (b) the Subscription Options may not be transferred by any purchaser(s) in Japan including Nissui unless such transfer is to a person who purchases all of the Subscription Options.

5 Restricted SFG Securities

5.1 No Disposal

During the period commencing on Completion and ending at 5.00 pm on the earliest of:

- (a) the third anniversary of Completion;

- (b) the date that the PSD Supply & Marketing Agreement is terminated in accordance with the terms of that document, provided that the termination is not due to a breach by Nissui; or
- (c) the date that the Board (or any other person or body authorised to make a decision to discontinue the development of Project Sea Dragon) of SFG and the Board (or any other person or body authorised to make a decision to discontinue the development of Project Sea Dragon) of PSD Co have determined to discontinue the development of Project Sea Dragon,

(the **Escrow Period**) Nissui must not dispose of the Restricted SFG Securities unless permitted under **clause 5.3** below.

5.2 Holding Lock

Nissui agrees to the application of a Holding Lock to the Restricted SFG Securities during the Escrow Period.

5.3 Exceptions

Nissui may dispose of Restricted SFG Securities only if:

- (a) it obtains the prior written consent of the Board of SFG;
- (b) the disposal is to:
 - (i) Nissui's Wholly-Owned Subsidiary; or
 - (ii) Sealord (or any Wholly-Owned Subsidiary of Sealord), provided that Nissui holds directly or indirectly at least 50% of the issued Shares in Sealord,and provided that:
 - (iii) the transferee, Nissui and SFG enter into a deed of accession in favour of SFG under which:
 - (A) the transferee agrees to comply with the restrictions on disposal contained in this clause; and
 - (B) the transferee and Nissui unconditionally and irrevocably agree to the re-transfer of the relevant Restricted SFG Securities to Nissui if at any time during the Escrow Period:
 - (1) in the case of a transfer under **clause 5.3(b)(i)**, the transferee ceases to be a Wholly-Owned Subsidiary of Nissui; or
 - (2) in the case of a transfer under **clause 5.3(b)(ii)**, Nissui ceases to hold directly or indirectly at least 50% of the issued Shares in Sealord;
- (c) the disposal is under an off-market takeover bid for SFG Shares by a third party recommended by the Board of SFG or a scheme of arrangement for the acquisition of SFG Shares by a third party which has been approved by the shareholders of SFG;

- (d) the disposal occurs as a result of an order of a court or other regulatory body with jurisdiction over Nissui or by the operation of law where the order or the operation of law is not as a result of, or contributed to by, any wrongdoing or breach of law by, or any voluntary act of, a Nissui Party; or
- (e) the disposal is undertaken for the purpose of reducing Nissui Entities' Shareholding in SFG to 14.99% where, in the absence of such a disposal, Nissui Entities' Shareholding in SFG will exceed 14.99% as a result of an event outside of Nissui's control.

5.4 SFG securities acquired on-market

For the avoidance of doubt, this **clause 5** does not apply to any on-market purchase of SFG securities by Nissui.

6 Representations and Warranties

6.1 SFG Warranties

SFG represents and warrants to Nissui that as at the Execution Date and at Completion:

- (a) the SFG General Warranties; and
- (b) subject to **clause 6.4**, so far as SFG is aware after due and careful enquiry, the SFG Information Warranties,

are true and correct and not misleading.

6.2 Nissui Warranties

Nissui represents and warrants to SFG that, as at the Execution Date and at Completion the Nissui Warranties are true and correct and not misleading.

6.3 Provision of information

SFG may provide the following records and registers available for public inspection in respect of SFG and its Related Bodies Corporate before the Execution Date and these documents will form part of the Due Diligence Materials:

- (a) the register established under the PPSA;
- (b) the Australian Securities and Investments Commission;
- (c) the Supreme Courts of Queensland, Western Australia and Northern Territory;
- (d) the Queensland Land Registry, Queensland;
- (e) the Department of Land Information, Landgate, Western Australia; and
- (f) the Land Titles Office, Northern Territory.

6.4 Limitation of liability

- (a) Nissui will not make any Claim and agrees that SFG is not liable (whether by damages or otherwise) to make any payment under or in connection with any provision of this document (other than in respect of any SFG General Warranty) to the extent that the Claim is based on any fact, matter or circumstance that is Fairly Disclosed in the Due Diligence Materials, or is known by Nissui, Sealord or their respective directors, officers, employees or advisors at the Execution Date.
- (b) The following limitations apply to any Claim:
 - (i) a party will not have any liability in respect of any Claim if the aggregate amount that the other party would be entitled to recover in relation to all Claims arising out of the same cause does not exceed A\$100,000; and
 - (ii) the maximum aggregate liability of a party and any SFG Party or Nissui Party, as the case may be, (in aggregate) for any and all Claims by the other party will be limited to and may not exceed the amount that is equal to the Subscription Amount paid by Nissui at Completion.

These limitations do not apply where it is finally determined by a court of competent jurisdiction that the Claim was directly caused by the party's fraud or wilful concealment of material information.

- (c) Nissui acknowledges that it has not relied, and will not rely, on any forecasts, judgements, opinions or predictions contained in the Due Diligence Material or otherwise made available to Nissui, Sealord or their respective directors, officers, employees or advisors, and will not make any Claim in relation to those matters. Nissui confirms that it has formed its own judgements and opinions in relation to those matters.
- (d) Each party agrees not to bring any Claim under, or in relation to, this document unless it is based solely on and limited to the express provisions of this document.

6.5 Indemnities

- (a) Subject to **clause 6.4**, SFG indemnifies Nissui for any damages, costs, losses, liabilities or expenses (including legal costs and expenses) suffered or incurred as a result of a breach of a SFG Warranty or a SFG Warranty being untrue, incorrect or misleading.
- (b) Subject to **clauses 6.4(b) and 6.4(d)**, Nissui indemnifies SFG for any damages, costs, losses, liabilities or expenses (including legal costs and expenses) suffered or incurred as a result of a breach of a Nissui Warranty or a Nissui Warranty being untrue, incorrect or misleading.
- (c) SFG will indemnify Nissui against any loss suffered by Nissui arising out of the Environmental Services Business or its demerger or sale to a third party to the extent that the liability occurs after the demerger or sale.

7 Termination

7.1 Right of termination

- (a) If a party (**Defaulting Party**) is in material breach of an obligation imposed on it under this document, the other party (the **Non-Defaulting Party**) may give a default notice to the Defaulting Party specifying the nature of the breach and requiring the Defaulting Party to remedy the default within 20 Business Days after the default notice is given to them.
- (b) If the Defaulting Party does not remedy the default within the 20 Business Day period, the Non-Defaulting Party may by further notice to the Defaulting Party terminate this document.

7.2 Effect of termination

If this document is terminated, then (save in respect of **clauses 8**, and **11.11**, which continue to be of full force and effect):

- (a) the parties are released from any further obligations under this document; but
- (b) the parties remain liable for any breach committed before that termination.

8 Confidentiality

8.1 Information to be kept confidential

Subject to **clause 8.2**, this document, and all information which is made available to or obtained under any Transaction Document by a party in connection with another party, its operations or a Transaction Document, and which is not a matter of public knowledge or lawfully available from any other source (collectively **Confidential Information**) will be and remain confidential between the parties, must be kept confidential, may only be used to perform its obligations under a Transaction Document and may not be disclosed to any other person without the prior written consent (which may not be unreasonably withheld) of:

- (a) in relation to information which relates to Nissui or its Related Bodies Corporate or their respective operations (Nissui's Confidential Information), Nissui;
- (b) in relation to information which relates to Sealord or its Related Bodies Corporate or their respective operations (Sealord's Confidential Information), Sealord;
- (c) in relation to information which relates to SFG, a Qld Company, their respective Related Bodies Corporate or their respective operations (SFG's Confidential Information), SFG;
- (d) in relation to information which relates to PSD Co, its Related Bodies Corporates or Project Sea Dragon (PSD's Confidential Information), PSD Co.

8.2 Permitted disclosures

Confidential information of another party may only be disclosed:

- (a) to a party or its Related Bodies Corporate and their respective directors, officers, employees, provided that the recipient has agreed to comply with the obligations in **clause 8.1** and the disclosing party remains responsible and liable for any breach by the recipient of those obligations;
- (b) to Sealord (or any Wholly-Owned Subsidiary of Sealord) while Nissui holds directly or indirectly 50% or more of the issued Shares in Sealord provided that Sealord (and/ or its Wholly-Owned Subsidiary (as applicable)) has agreed to comply with the obligations in **clause 8.1** and Nissui remains responsible and liable for any breach by Sealord (and/ or its Wholly-Owned Subsidiary (as applicable)) of those obligations;
- (c) to any professional adviser or other independent consultant or adviser engaged by a party provided that the recipient has agreed to comply with the obligations in **clause 8.1** and the disclosing party remains responsible and liable for any breach by the recipient of those obligations;
- (d) to any bank or other recognised financial institution making a loan or giving financial accommodation to a party or its Related Bodies Corporate provided that the recipient has agreed to comply with the obligations in **clause 8.1** (other than that the recipient may use the information for the purposes of giving a loan or financial accommodation) and the disclosing party remains responsible and liable for any breach by the recipient of those obligations;
- (e) to any person which in good faith is seeking to purchase or otherwise acquire a party provided that the recipient has agreed to comply with the obligations in **clause 8.1** (other than that the recipient may use the information for the purposes of assessing whether to purchase or otherwise acquire a party) and the disclosing party remains responsible and liable for any breach by the recipient of those obligations;
- (f) as may be required by law or by the rules of any recognised stock exchange on which Shares or other securities of a party or any Related Body Corporate is listed, except that the parties agree to the extent permitted that they will not disclose information of the kind described by section 275(1) of the PPSA except as permitted by any other provision of this clause or required by any other law or regulation. For the avoidance of doubt, this does not permit the disclosure of information under section 275(4) of the PPSA unless section 275(7) applies;
- (g) to any Governmental Agency, which requires it under any applicable law, rule or regulation;
- (h) to satisfy legal disclosure obligations in a disclosure document issued by a party or its Related Bodies Corporate to raise funds or implement or propose a corporate transaction involving the party or its Related Bodies

Corporate. For the avoidance of doubt, this paragraph does not permit disclosure of Confidential Information to the market by Nissui or its Related Bodies Corporate for the purposes of facilitating an acquisition of SFG Shares by Nissui or its Related Bodies Corporate;

- (i) for the purposes of any arbitration or court proceeding in respect of any dispute arising out of any Transaction Document; or
- (j) to any court of competent jurisdiction that has directed it.

8.3 Protection of Confidential Information

Each party must take or cause to be taken such reasonable precautions as may be necessary to prevent the unauthorised disclosure of Confidential Information.

8.4 Announcements

If any party (or its Related Bodies Corporate) (**Discloser**) wishes to publish any public statement (including a press release) relating to or in any way connected with another party or its operations or the terms of any Transaction Document, then, to the extent permitted by law or the rules of any recognised stock exchange applying to the Discloser, that the parties must promptly agree (acting reasonably) the form of the public statement before issuing the public statement.

8.5 No disclosure in breach

No party is required to disclose any information to another party under this document where such disclosure would result in a breach of the party's confidentiality obligations to a third party. This does not limit a director's rights at law to access information.

8.6 Continuing confidentiality obligation

This **clause 8** will apply:

- (a) to any party which ceases to be a party for a period of three years after the date upon which such party ceases to be a party; and
- (b) upon the termination of this document for a period of three years after such termination.

9 GST

9.1 Interpretation

The parties agree that:

- (a) except where the context suggests otherwise, terms used in this **clause 9** have the meanings given to those terms by the GST Act (as amended from time to time); and

- (b) any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause.

9.2 Reimbursements and similar payments

Any payment or reimbursement required to be made under this document that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

9.3 GST payable

If GST is payable in relation to a supply made under or in connection with this document then any party (**Recipient**) that is required to provide consideration to another party (**Supplier**) for that supply must pay an additional amount to the Supplier equal to the amount of that GST at the same time as other consideration is to be provided for that supply or, if later, within five Business Days of the Supplier providing a valid tax invoice to the Recipient.

9.4 Variation to GST payable

If the GST payable in relation to a supply made under or in connection with this document varies from the additional amount paid by the Recipient under **clause 9.3** then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under **clause 9.3**.

10 Notices

10.1 General

A notice, demand, certification, process or other communication relating to this document must be in writing in English and may be given by an agent of the sender.

10.2 How to give a communication

In addition to any other lawful means, a communication may be given by being:

- (a) left at the party's current delivery address for notices; or
- (b) emailed to the party's current email address.

10.3 Particulars for delivery of notices

- (a) The particulars for delivery of notices are initially:

SFG:

Delivery address: Level 11, 225 St Georges Terrace, Perth,
WA 6000

Email address: harley.whitcombe@seafarms.com.au

Phone number: +61 8 9321 4111

Attention: Harley Whitcombe

Nissui:

Delivery address: Nishi-Shimbashi Square, 1-3-1, Nishi-
Shimbashi, Minato-ku, Tokyo, 105-8676,
Japan

Email address: taniuchi@nissui.co.jp

Phone number: +81 3 6206 7703

Attention: Mitusuru Taniuchi

With copies to:

Delivery address: Nishi-Shimbashi Square, 1-3-1, Nishi-
Shimbashi, Minato-ku, Tokyo, 105-8676,
Japan

Email address: tarou_baba@nissui.co.jp

Phone number: +81 3 6206 7195

Attention: Taro Baba

and,

Delivery address: Nishi-Shimbashi Square, 1-3-1, Nishi-
Shimbashi, Minato-ku, Tokyo, 105-8676,
Japan

Email address: kozo-t@nissui.co.jp

Phone number: +81 3 6206 7704

Attention: Kozo Takiguchi

- (b) Each party may change its particulars for delivery of notices by notice to each other party.

10.4 Communications by email

Subject to **clause 10.5**, a communication is given if sent by email on the earlier of:

- (a) the sender receiving a message (including without limitation an automated message) confirming delivery; and
- (b) four hours 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.

10.5 After hours communications

If a communication is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

10.6 Process service

Any process or other document relating to litigation, administrative or arbitral proceedings relating to this document may be served on a party to this document by any method contemplated by this **clause 10** or in accordance with any applicable law.

11 General

11.1 Entire understanding

- (a) This document contains the entire understanding between the parties as to the subject matter of this document.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this document are merged in and superseded by this document and are of no effect. No party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of this document; or
 - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

11.2 Amendment

This document may only be varied or replaced by a document signed by or on behalf of each party.

11.3 Assignment

- (a) The rights of a party may only be assigned with the prior written consent of the other party.
- (b) Any purported assignment in breach of this **clause 11.3** is no effect.

11.4 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this document does not prevent any other exercise of that right or the exercise of any other right.

- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

11.5 Consents

Except as expressly stated otherwise in this document, a party may conditionally or unconditionally give or withhold any consent to be given under this document and is not obliged to give its reasons for doing so.

11.6 Costs

Each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this document.

11.7 Counterparts

This document may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this document, and all together constitute one agreement.

11.8 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this document and to perform its obligations under it.

11.9 Severability

- (a) If any provision or part of a provision of this document is held or found to be void, invalid or otherwise unenforceable (whether in respect of a particular party or generally), it will be deemed to be severed to the extent that it is void or to the extent of voidability, invalidity or unenforceability, but the remainder of that provision will remain in full force and effect.
- (b) **Clause 11.9(a)** does not apply if severing the provision materially alters the scope and nature of this document or the relative commercial or financial positions of the parties or would be contrary to public policy.

11.10 Rights cumulative

Except as expressly stated otherwise in this document, the rights of a party under this document are cumulative and are in addition to any other rights of that party.

11.11 Governing law and jurisdiction

This document is governed by the law applying in Western Australia, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts having jurisdiction in that state and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this document and waives any objection it may have now or in the future to the venue of any proceedings, and any claim it may have now or in the future that any proceedings have been brought in an inconvenient forum, if that venue is in accordance with the provisions of this clause.

11.12 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party drafted, put forward or would benefit from any term;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a Governmental Agency;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an agency or body if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or function removed (**Obsolete Body**), means the agency or body which performs most closely the functions of the Obsolete Body;
 - (v) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (vi) a right includes a benefit, remedy, discretion or power;
 - (vii) time is to local time in Perth;
 - (viii) '\$' or 'dollars' is a reference to Australian currency;
 - (ix) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
 - (x) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
 - (xi) this document includes all schedules and annexures to it;
 - (xii) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document; and
 - (xiii) a party is a reference to a party to this document;

- (g) a person (**Holder**) 'indirectly' holds Shares in another person (**Ultimate Entity**), if (i) the Shares in the Ultimate Entity are held by a Subsidiary of the Holder; and (ii) to the extent there are entities interposed between such Subsidiary and the Holder, each interposed entity is also a Subsidiary of the Holder.

The indirect holding of the Holder in the Ultimate Entity is calculated as: Shareholding of the Holder in Subsidiary₁ X Shareholding of Subsidiary₁ in Subsidiary₂ X Shareholding of Subsidiary₂ in the Ultimate Entity, with the interest in each Subsidiary being included in the calculation on the same basis;

To avoid double counting, an indirect interest will be disregarded if it has already been counted as a direct interest;

- (h) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day;
- (i) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded; and
- (j) headings do not affect the interpretation of this document.

11.13 Inconsistency with Constitution

If there is any inconsistency between this document and the Constitution, the provisions of this document prevail to the extent of the inconsistency as between the parties.

Schedule 1

Warranties

Part A: SFG Warranties

1 SFG General Warranties

1.1 Incorporation

SFG is validly incorporated, organised and subsisting in accordance with all applicable law.

1.2 Power

SFG has the power and capacity to enter into this document and, subject to satisfaction of the Conditions, to perform its obligations under this document and has obtained all necessary consents and authorisations to enable it to do so.

1.3 Binding obligations

This document constitutes valid and binding obligations upon SFG and is enforceable in accordance with its terms by appropriate legal remedy.

1.4 No winding up order

No order has been made, or application filed, or resolution passed, or a notice of intention given to pass a resolution for the winding up of SFG and there are no circumstances justifying commencement of any such action.

1.5 No notice

No notice under sections 601AA or 601AB of the Corporations Act has been received by SFG.

1.6 No receiver appointed

No receiver, receiver and manager, controller, trustee, administrator or similar official has been appointed over, or has possession or control of, all or any part of the assets or undertaking of SFG.

1.7 Debts

SFG is able to pay its debts as and when they fall due.

1.8 Share capital

As at the Execution Date, SFG has on issue:

(a) 1,417,084,698 SFG Shares;

- (b) 30,150,189 Convertible Preference Shares;
- (c) 126,042,477 listed options with an exercise price of \$0.10 expiring on 17 July 2021;
- (d) 30,000,000 unlisted options with an exercise price of \$0.10 expiring on 22 August 2021; and
- (e) 5,000,000 unlisted options with an exercise price of \$0.10 expiring on 31 October 2021.

1.9 Ranking

The Subscription Shares will when issued rank equally in all respects with existing SFG Shares from the date of issue.

1.10 No Security Interests

The Subscription Shares and the Subscription Options will be free from all Security Interests.

1.11 No restrictions on allotment

Other than under the Listing Rules, there is no restriction on the issue of the Subscription Shares.

1.12 No existing obligations

As at the Execution Date, other than the obligations of SFG to issue:

- (a) SFG Shares on conversion of the securities referred to in items 1.8(b), (c), (d) and 1.8(e) in this **Schedule 1 Part A**; and
- (b) the Subscription Shares and the Subscription Options;

SFG is not under any obligation to issue Equity Securities to any person (whether subject to conditions or not).

2 SFG Information Warranties

2.1 Cleansing Notice

At Completion, SFG will be able to issue a Cleansing Notice and, upon the issue of that Cleansing Notice, section 708A(1) of the Corporations Act will apply with respect to an offer for the re-sale of any of the Subscription Shares and the Nissui Listed Options.

2.2 ASX

- (a) SFG is in compliance with Listing Rule 3.1.
- (b) SFG is not withholding any information from disclosure pursuant to the exceptions listed in Listing Rule 3.1A that has not been disclosed to Nissui prior to the Execution Date.

- (c) No suspension of trading, cessation of quotation, or removal of SFG or the SFG Shares from ASX's official list has been requested by SFG or requested or imposed by ASX.

2.3 Environmental Services Business

The divestment of the Environmental Services Business will not have any material adverse effect on the Qld Operations or on Project Sea Dragon.

2.4 Compliance

SFG and its subsidiaries have complied in all material respect with all Australian and foreign laws and regulations applicable to them and orders of Governmental Agencies having jurisdiction over them and have all material licences, permits, approvals, consents and other authorisations necessary for them to conduct their respective business operations being carried on as at the Execution Date and as at the Completion Date.

2.5 Financial statements

All statutory annual and half yearly financial statements of SFG and its subsidiaries provided to Nissui:

- (a) give a true and fair view of the financial position and the assets and liabilities of SFG and its subsidiaries as at their respective account end dates and of the income, expenses and operational results of SFG and its subsidiaries for their respective financial periods; and
- (b) have been prepared in compliance with the Corporations Act and all other applicable laws and regulations.

2.6 No Material Adverse Change

No matter, event or circumstance which constitutes a Material Adverse Change has occurred.

2.7 Qld Operations

The Qld Companies (or their Wholly-Owned Subsidiaries) continue to hold or have rights to use the material assets which are necessary for the conduct of the Qld Operations.

2.8 Disclosed information

The Due Diligence Materials taken as a whole are materially true and accurate and are not misleading or deceptive.

Part B: Nissui Warranties

3 Nissui Warranties

3.1 Incorporation

Nissui is validly incorporated, organised and subsisting in accordance with all applicable laws.

3.2 Power

Nissui has the power and capacity to enter into this document and, subject to satisfaction of the Conditions, to perform its obligations under this document and has obtained all necessary consents and authorisations to enable it to do so.

3.3 Binding obligations

This document constitutes valid and binding obligations upon Nissui and is enforceable in accordance with its terms by appropriate legal remedy.

3.4 No winding up order

No order has been made, or application filed, or resolution passed, or a notice of intention given to pass a resolution for the winding up of Nissui and there are no circumstances justifying commencement of any such action.

3.5 No notice

No notice under sections 601AA or 601AB of the Corporations Act (or the equivalent provisions under applicable Japanese laws) has been received by Nissui.

3.6 No receiver appointed

No receiver, receiver and manager, controller, trustee, administrator or similar official has been appointed over, or has possession or control of, all or any part of the assets or undertaking of Nissui.

3.7 Debts

Nissui is able to pay its debts as and when they fall due.

3.8 Nissui is a sophisticated investor

Nissui acknowledges and agrees that:

- (a) it is a sophisticated investor for the purposes of section 708(8) of the Corporations Act;
- (b) no disclosure document will be lodged with ASIC in connection with the offer or issue of the Subscription Shares or Subscription Options;
- (c) neither this document nor any offer to subscribe for the Subscription Shares or Subscription Options constitutes financial product advice;

- (d) SFG has not had regard to Nissui's particular objectives, financial situation and needs;
- (e) an investment in the Subscription Shares and Subscription Options involves a degree of risk and that the Subscription Shares and Subscription Options are, therefore, a speculative investment; and
- (f) relying on the SFG Warranty described in **item 2.5 of Schedule 1 Part A**, the statutory annual and half yearly financial statements of SFG have been prepared in accordance with generally accepted accounting principles of Australia, which may differ from generally accepted accounting principles of Japan, and therefore may not be comparable to financial statements of Japanese companies.

Schedule 2

Nissui Listed Option Terms

1 Rights attaching to Nissui Listed Options

1.1 Entitlement

Each Nissui Listed Option entitles the holder to subscribe for one SFG Share upon exercise of the Option and payment of the Exercise Price (defined below).

1.2 Exercise Price

Each Nissui Listed Option is exercisable at A\$0.097 (**Exercise Price**).

1.3 Expiry Date

The Nissui Listed Options automatically expire at 5.00 pm AWST on 17 July 2021 (**Expiry Date**).

1.4 Quotation

The Nissui Listed Options will be quoted on ASX.

1.5 Holding Statement

SFG must give the holder of each Nissui Listed Option a holding statement stating:

- (a) the number of Nissui Listed Options issued to each holder;
- (b) the Exercise Price of the Nissui Listed Options; and
- (c) the date of issue of the Nissui Listed Options.

1.6 Exercise

Holders may exercise the Nissui Listed Options at any time up to the Expiry Date. Any Nissui Listed Option not exercised, automatically expires on the Expiry Date.

1.7 Notice of Exercise

- (a) Nissui Listed Options may only be exercised during the hours of 8.30 am to 5.00 pm AWST (**Business Hours**) by the delivery to the registered office of SFG or SFG's share registry a notice (**Exercise Notice**) in writing stating the intention of the holder to:
 - (i) exercise all or a specified number of the Nissui Listed Options; and

- (ii) pay the Exercise Price in full for the exercise of each such Nissui Listed Option.
- (b) A notice in writing received outside of Business Hours will be deemed received at the next opening of Business Hours.
- (c) The Exercise Notice must be accompanied by the holding statement for the Nissui Listed Options being exercised and a cheque made payable to SFG for the Exercise Price for the Nissui Listed Options being exercised.
- (d) The Nissui Listed Options will be deemed to have been exercised on the date the Exercise Notice is received or deemed to be received by SFG or SFG's share registry.

1.8 Issue of Shares on Exercise

SFG will allot the SFG Shares to which a holder is entitled following exercise of Nissui Listed Options and deliver a holding statement with respect to such SFG Shares within the timeframe required by the Listing Rules.

1.9 Partial Exercise

- (a) The exercise of only some Nissui Listed Options will not affect the rights of the holder to the balance of the Nissui Listed Options held by them.
- (b) If the holder of the Nissui Listed Options exercises less than the total number of Nissui Listed Options registered in the holder's name, SFG must issue the holder of Nissui Listed Options a new holding statement for the remaining number of Listed Options held by the holder.

1.10 No Dividends

Nissui Listed Options will not confer an entitlement to receive dividends declared and paid by SFG, nor an entitlement to vote at general meetings of SFG unless the holder of the Nissui Listed Options has exercised the Nissui Listed Options before the Exercise Date and participates as a result of holding SFG Shares.

1.11 Shares on Exercise

All SFG Shares issued on exercise of a Nissui Listed Option will:

- (a) rank equally in all respects (including, without limitation, rights relating to dividends) with other issued SFG Shares;
- (b) be issued credited as fully paid;
- (c) be duly authorised and issued by all necessary corporate action; and
- (d) be allotted and issued free from all liens, charges and encumbrances whether known about or not, including statutory and other pre-emption rights and any transfer restrictions.

1.12 Quotation

SFG will apply to ASX for official quotation of the SFG Shares issued upon exercise of Nissui Listed Options within the time period required by the Listing Rules.

1.13 Bonus Issues

- (a) A holder of Nissui Listed Options does not have the right to participate in bonus issues or new issues of securities offered to shareholders until SFG Shares are allotted to the holder pursuant to the exercise of the Listed Options.
- (b) If SFG makes a bonus issue to existing shareholders and no SFG Share has been issued in respect of that Nissui Listed Option before the record date for determining entitlements to the issue, then the number of SFG Shares over which that Nissui Listed Option is exercisable will be increased in the manner permitted by the Listing Rules applying at the time of the bonus issue.

1.14 Reorganisation of Capital

In the event of a reorganisation (including, without limitation, consolidation, sub-division, reduction or return) of the capital of SFG, the rights of the holders of Nissui Listed Options (including, without limitation, the number of Nissui Listed Options to which the holder of Nissui Listed Options is entitled to and the Exercise Price) will be changed (as appropriate) in accordance with the Listing Rules applying to a reorganisation of capital at the time of the reorganisation.

1.15 Pro Rata Issues

If SFG makes a pro-rata issue (other than a bonus issue) to existing shareholders and no SFG Share has been issued in respect of the Nissui Listed Option before the record date for determining entitlements to the issue, the Exercise Price of each Nissui Listed Option will be reduced in the manner permitted by the Listing Rules applying at the time of the pro-rata issue.

1.16 Registered Holders

SFG is entitled to treat the registered holder of a Nissui Listed Option as the absolute holder of that Nissui Listed Option and is not bound to recognise any equitable or other claim to, or interest in, that Nissui Listed Option on the part of any person other than the registered holder, except as ordered by a court of competent jurisdiction or as required by statute.

Schedule 3

Nissui Unlisted Option Terms

1.1 Entitlement

Each Nissui Unlisted Option entitles the holder to subscribe for one SFG Share upon exercise of the Option and payment of the Exercise Price (defined below).

1.2 Exercise Price

Each Nissui Unlisted Option is exercisable at A\$0.062 (**Exercise Price**).

1.3 Expiry Date

The Nissui Unlisted Options automatically expire at 5.00 pm AWST on 1 June 2023 (**Expiry Date**).

1.4 Certificate

SFG must give the holder of the Nissui Unlisted Option a certificate stating:

- (a) the number of Nissui Unlisted Options issued to each holder;
- (b) the Exercise Price of the Nissui Unlisted Options; and
- (c) the date of issue of the Nissui Unlisted Options.

1.5 Transfer of Unlisted Options

The holder must not transfer the Nissui Unlisted Options without the consent of SFG.

1.6 Exercise

The holder may exercise the Nissui Unlisted Options at any time up to the Expiry Date. Any Unlisted Option not exercised, automatically expires on the Expiry Date.

1.7 Notice of Exercise

- (a) The Nissui Unlisted Options may only be exercised during the hours of 8.30 am to 5.00 pm AWST (**Business Hours**) by delivery to the registered office of SFG a notice in writing (**Exercise Notice**) stating the intention of the holder to:
 - (i) exercise all or a specified number of the Nissui Unlisted Options; and
 - (ii) pay the Exercise Price in full for the exercise of each such Nissui Unlisted Option.

- (b) A notice in writing received outside of Business Hours will be deemed received at the next opening of Business Hours.
- (c) The Exercise Notice must be accompanied by the certificate for the Nissui Unlisted Options being exercised and a cheque made payable to SFG for the Exercise Price for the Nissui Unlisted Options being exercised.
- (d) The Nissui Unlisted Options will be deemed to have been exercised on the date the Exercise Notice is received or deemed to be received by SFG.

1.8 Issue of SFG Shares on Exercise

SFG will allot the SFG Shares to which the holder is entitled following exercise of Nissui Unlisted Options.

1.9 Partial Exercise

- (a) The exercise of only some Nissui Unlisted Options will not affect the rights of the holder to the balance of the Nissui Unlisted Options held by them.
- (b) If the holder of the Nissui Unlisted Options exercises less than the total number of Nissui Unlisted Options registered in the holder's name, SFG must issue the holder of Nissui Unlisted Options a new certificate for the remaining number of Nissui Unlisted Options held by the holder.

1.10 No Dividends

Nissui Unlisted Options will not confer an entitlement to receive dividends declared and paid by SFG, nor an entitlement to vote at general meetings of SFG unless the holder of the Nissui Unlisted Options has exercised the Nissui Unlisted Options before the Exercise Date and participates as a result of holding SFG Shares.

1.11 SFG Shares on Exercise

All SFG Shares issued on exercise of a Nissui Unlisted Option will, from the date of issue:

- (a) rank equally in all respects (including, without limitation, rights relating to dividends) with other issued SFG Shares;
- (b) be issued credited as fully paid;
- (c) be duly authorised and issued by all necessary corporate action; and
- (d) be allotted and issued free from all liens, charges and encumbrances whether known about or not, including statutory and other pre-emption rights and any transfer restrictions.

1.12 Quotation

SFG will apply to ASX for official quotation of the SFG Shares issued upon exercise of Nissui Unlisted Options within the time period required by the Listing Rules.

1.13 Bonus Issues

- (a) A holder of Nissui Unlisted Options does not have the right to participate in bonus issues or new issues of securities offered to shareholders until SFG Shares are allotted to the holder pursuant to the exercise of the Nissui Unlisted Options.
- (b) If SFG makes a bonus issue to existing shareholders and no SFG Share has been issued in respect of that Nissui Unlisted Option before the record date for determining entitlements to the issue, then the number of SFG Shares over which that Nissui Unlisted Option is exercisable will be increased in the manner permitted by the Listing Rules applying at the time of the bonus issue.

1.14 Reorganisation of Capital

In the event of a reorganisation (including, without limitation, consolidation, sub-division, reduction or return) of the capital of SFG, the rights of the holders of Nissui Unlisted Options (including, without limitation, the number of Nissui Unlisted Options to which the holder is entitled to and the Exercise Price) will be changed (as appropriate) in accordance with the Listing Rules applying to a reorganisation of capital at the time of the reorganisation.

1.15 Pro Rata Issues

If SFG makes a pro-rata issue (other than a bonus issue) to existing shareholders and no SFG Share has been issued in respect of the Nissui Unlisted Option before the record date for determining entitlements to the issue, no change to the Exercise Price or the number of SFG Shares over which it can be exercised will be made.

1.16 Registered Holders

SFG is entitled to treat the holder of a Nissui Unlisted Option as the absolute holder of that Nissui Unlisted Option and is not bound to recognise any equitable or other claim to, or interest in, that Nissui Unlisted Option on the part of any person other than the holder, except as ordered by a court of competent jurisdiction or as required by statute.

Schedule 4

Key Terms of Sealord Services Agreements

No	Item	Comments
1.	<i>Parties</i>	<ul style="list-style-type: none"> Seafarms Queensland Pty Ltd (SQPL) (for Qld Operation Agreement) Project Sea Dragon Pty Ltd (PSD Co) (for PSD) Sealord Australia Pty Ltd (Sealord) Nissui (not a guarantor)
2.	<i>Objectives</i>	<ul style="list-style-type: none"> Provide exclusive and commission-based sales and marketing services by Sealord for the sale and marketing of all products in Australia and New Zealand. Provide synergies for SQPL / PSD Co in Australia and New Zealand including through the utilisation of Sealord's supply chain, wider sales force and diversified seafood portfolio which will provide SQPL / PSD Co with significant benefit.
3.	<i>Commencement</i>	<ul style="list-style-type: none"> Services commencement date of 1 January 2019. Sealord to provide services in respect of and will receive commission on all sales after 1 January 2019 (including the replacement of Blue Harvest unless agreed otherwise – not unreasonably withheld)
4.	<i>Sealord and Nissui Exclusivity</i>	<ul style="list-style-type: none"> Arrangements are exclusive and so SQPL, PSD Co and Nissui and their respective affiliates will not compete with or sell or distribute any Qld product, PSD product or any value added product in, or for sale in, Australia and New Zealand other than under these arrangements. SQPL/ PSD Co to grant Sealord exclusivity in respect of prawn sales in Australia and NZ. Arrangements are exclusive and so Sealord / Nissui and its affiliates cannot compete with SQPL/ PSD Co in respect of prawn sales and marketing in any way in Australia and NZ Restrictions exclude the sale of Sealord Breaded Prawns in NZ subject to a good faith requirement not to affect SQPL / PSD Co. Arrangements extend to new prawn-based products developed by SQPL and PSD Co. Arrangements apply to sale in Australia and NZ only – not export sales outside of Australia and New Zealand.
5.	<i>General scope of services</i>	<ul style="list-style-type: none"> Services to be set out in the formal agreement but will include (without limitation): <ul style="list-style-type: none"> management of day to day sales accounts new leads, new business, obtaining new purchase agreements sales administration daily order procurement and management logistics management information on price changes and trends in the industry and supply chain undertaking development and review of annual sales plan daily and periodic information and reports customer relationship maintenance, market and customer requirements and intelligence assist in strategy and marketing of product marketing material, promotional activities

- o providing general advice and assistance
- o management of quality issue; and
- o managing customer complaints or product recalls

- Scope and structure of services to evolve and be reviewed following commencement and as market develops, including whether Sealord will assume responsibility for invoicing and collecting payments.

6. Fees and expenses

- SQPL / PSD Co (following commencement of production) will pay Sealord monthly under the following commissions-based fee structure:

Item	Fee	Conditions
Domestic Australian Sales (sale price above \$14.00/kg (for Year One))	2.0%	Net of discounts, rebates and credits and debts greater than 90 days overdue.
Domestic Australian Sales (sale price at or below \$14.00/kg (for Year One))	1.50%	Net of all discounts, rebates and credits and debts greater than 90 days overdue.
Sales through the Sydney Fish Markets auction floor	0.0%	
Export sales	0.0%	No export sales.
Best before date	-2.0%	Product that is in stock after its Best Before date to be costed at the current market price for an equivalent size/grade. The equivalent of 2.0% of the value will be deducted from Sealord's commission, provided that product was made available for supply in accordance with forecasts. Deductions not to reduce any invoice below zero.

- Fees for SQPL / PSD subject to a market based review at least every 7 years and otherwise as the need arises (such as upon occurrence of any material change in workload, scope of services and economies of scale, performance (whether performance issues are within Sealord's control and/or responsibility and / or caused by SQPL/PSD Co to be taken into account).
- SQPL will pay for, or reimburse Sealord for, trade spend, marketing activity and promotion support etc, and other costs associated with customer trade terms provided that such costs are in line with the approved Annual Plan or are otherwise agreed by SQPL.

7. Nissui to hold 50% or more

- If Nissui ceases to directly or indirectly own at least 50% of Sealord, Sealord must immediately assign all its rights and obligations under the arrangements to Nissui or another Designated Nissui Entity. The assignment becomes effective 6 months after Nissui ceases to hold 50% or more of Sealord.
- If Nissui fails to arrange an assignment within a reasonable

8. <i>Termination</i>	<p>period, either party can terminate by written notice.</p> <ul style="list-style-type: none"> • SQPL/ PSD Co may terminate the relevant Sealord agreement on 3 months' notice for failure to remedy breach of a material term or KPI within reasonable period or for recurring breaches except of a minor nature (consistent with Blue Harvest Agreement). • Sealord may terminate the relevant Sealord agreement if SQPL/PSD Co fails to remedy breach of material term within reasonable period (not less than 3 months, except in relation to payments) after notice. • No termination for minor defaults. • Following any market based review required by the agreement SQPL/PSD Co may terminate if Sealord service and fees are not market competitive (including a comparison to Qld Co / PSD Co conducting all or some of to the Sales Services internally) and Sealord does not agree to meet the market levels. • Sealord may terminate without cause on giving 6 months' notice provided it does not compete with SQPL (or affiliates) / contact SQPL customers in respect of prawn products for 24 months after termination (not including sales of Sealord Breaded Prawns in NZ). • If the agreement is terminated, each party retains the rights it has against the other in respect of any past breach. • SQPL/ PSD Co to provide notice of defaults/termination to Nissui so Nissui can replace Sealord with Nissui Designated Entity.
9. <i>KPI</i>	<ul style="list-style-type: none"> • Sealord to be capable of providing a high level of service to SQPL / PSD Co, which is at least equivalent to the standard of service required to be provided by Blue Harvest to SQPL under the services agreement with Blue Harvest. The full form Sealord Services Agreements will contain objective, determinable criteria for service standards and KPIs as negotiated with Sealord which reflect the service levels required from Blue Harvest under the services agreement with Blue Harvest. • Sealord to have adequate staffing of Key Personnel who have the appropriate level of expertise to meet KPIs • Strict compliance with transition KPIs required given this is the critical customer risk period, but subject to Sealord's ability to control.
10. <i>Structure</i>	<ul style="list-style-type: none"> • Separate PSD Sealord Services Agreement and SQPL Sealord Services Agreement.

Execution

Executed as an agreement.

Executed by Seafarms Group Limited)
)

.....
Secretary/Director

.....
Director

.....
Name of Secretary/Director (print)

.....
Name of Director (print)

Executed by Nippon Suisan Kaisha)
Limited)

.....
Witness

.....
Authorised signatory

.....
Name of Witness (print)

.....
Name of Authorised signatory (print)

[

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme

Seafarms Group Limited

ACN/ARSN **009 317 846**

009 317 846

1. Details of substantial holder(1)

Name

Gabor Holdings Pty Ltd (and associates)

ACN/ARSN (if applicable)

009 143 364

There was a change in the interests of the interests of the substantial holder on **07/08/2018**

The previous notice was given to the company on **10/07/2017**

The previous notice was dated **10/07/2017**

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares	453,391,227	32.3% (Note 1)	453,391,227	27.20% (Note 2)

Note 1: based on issued capital of 1,403,534,699 fully paid ordinary shares

Note 2: based on issued capital of 1,666,962,355 fully paid ordinary shares

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
N/A					

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Gabor Holdings Pty Ltd	Gabor Holdings Pty Ltd	The Tricorp Trust	Shares held in trust for the Tricorp trust	ORD 196,518,602	11.79%
Gabor Holdings Pty Ltd	Gabor Holdings Pty Ltd	Gabor Holdings Pty Ltd	Direct shareholding	ORD 20,849,806	1.25%
Zeppelin Pty Ltd	Zeppelin Pty Ltd	Zeppelin Pty Ltd	Direct shareholding	ORD 1,017,962	0.06%
Arlec Australia Pty Ltd	Arlec Australia Pty Ltd	Gabor Holdings Pty Ltd	Shares held in trust for Gabor Holdings Pty Ltd	ORD 629,082	0.04%
Ian Norman Trahar	Ian Norman Trahar	Ian Norman Trahar	Direct shareholding	ORD 1,501,525	0.09%
Gabor Investments Pty Ltd	Gabor Investments Pty Ltd	Gabor Investments Pty Ltd	Direct shareholding	ORD 661,566	0.04%
Avatar Industries Pty Ltd	Avatar Industries Pty Ltd	Avatar Industries Pty Ltd	Direct shareholding	ORD 232,212,684	13.93%

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	

6. Addresses

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

Name	Address
Gabor Holdings Pty Ltd	PO Box 7312 Cloisters Square Perth WA 6850
Zeppelin Pty Ltd	PO Box 7312 Cloisters Square Perth WA 6850
Arlec Australia Pty Ltd	PO Box 7312 Cloisters Square Perth WA 6850
Ian Norman Trahar	PO Box 7312 Cloisters Square Perth WA 6850
Gabor Investments Pty Ltd	PO Box 7312 Cloisters Square Perth WA 6850
Avatar Industries Pty Ltd	PO Box 7312 Cloisters Square Perth WA 6850

Signature

print name **Ian Norman Trahar**

capacity **Director**

sign here



date 07/08/2018