

**RESTRICTED SECURITY DEED**

**GOODWOOD CAPITAL LIMITED**

**AND**

**GLENDARVIE HOLDINGS LIMITED**

**SEAN JOYCE**

**CORPORATE COUNSEL**

This Deed is dated the 5<sup>TH</sup> day of December 2022

## PARTIES

1. **GOODWOOD CAPITAL LIMITED** a duly incorporated company having its registered office at Auckland (the **Issuer**)
2. **GLENDARVIE HOLDINGS LIMITED** (the **Shareholder**)

## BACKGROUND

- A The Shareholder is the registered holder of the Shares.
- B The Issuer is listed on the NZX Main Board.
- C The Shareholder has agreed not to sell or otherwise transfer the Shares on the terms and conditions set out in this Deed.

## DEED

### 1 DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions:** Unless the context otherwise requires the capitalised terms in this Deed shall have the meaning set out below:

**Affiliate** means in relation to any person, a person that directly or indirectly, through one or more intermediaries, owns or controls or is owned or controlled by or is under common ownership or control with the person and, in relation to a trust means any beneficiary (ascertained or discretionary) of that trust;

**Business Day** means a day on which the NZX Main Board is open for trading;

**Non-Interested Directors** means, in relation to any decision, directors of the Issuer who are not "interested" for the purposes of the Companies Act 1993;

**NZX** means NZX Limited and includes its successors and assigns and as the context permits includes any duly authorised delegate of NZX;

**NZX Main Board** means the NZX Main Board licensed financial product market operated by NZX;

**Restricted Period** means the period commencing on the date of the execution of this Deed and ending on the date that the Issuer announces its preliminary annual result to the market for the financial year ending 31 March 2023; and

**Shares** means 40,320,000 ordinary shares in the Issuer that are held by the Shareholder, on or about the date of this Deed.

## 2 ESCROW

2.1 **Restrictions:** The Shareholder unconditionally and irrevocably undertakes to the Non-Interested Directors, the Issuer and NZX that (subject to clause 3) they will not:

2.1.1 Sell, transfer, assign or otherwise dispose of, or offer or agree to sell, transfer assign or otherwise dispose of, their right and title to, and beneficial interest in, the Shares in the Restricted Period, otherwise than by way of granting a security interest in favour of any bona fide lender to the Shareholder; or

2.1.2 Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Shares in the Restricted Period otherwise than pursuant to enforcement of any loan and/or security interest granted to a bona fide lender to the Shareholder,

without the prior written approval of each of the Non-Interested Directors and NZX (at their respective discretions but subject to clause 3), and after giving written notice after no less than 5 Business Days (the **Escrow Restrictions**).

2.2 **Further Restrictions:** The right of the Shareholder to deal with the Shares is also subject to any other restrictions which may be applicable, including under the NZX Main Board Listing Rules, and the Financial Markets Conduct Act 2013 or any applicable share trading policy of the Issuer.

## 3 ESCROW EXCEPTIONS

3.1 **Permitted transfers:** The Escrow Restrictions contemplated in clause 2 will not apply when:

3.1.1 The Shareholder transfers all or part of the Shares:

(a) To an Affiliate; or

(b) As a result of a change in trustees of any trust through which the Shares are held (the **New Trustee**),

provided that the Affiliate or New Trustee enters into a Restricted Security Deed with the Issuer in relation to the Shares transferred on the same terms as this Deed for the remainder of the Restricted Period; or

3.1.2 The Shareholder suffers a personal hardship, and the Non-Interested Directors unanimously resolve, but subject always to obtaining the prior approval of NZX, to release some or all of the Shareholder's Shares from the Escrow Restrictions on such terms and conditions as it thinks fit; or

3.1.3 A transfer arises directly because of the Security Interest over the shares being enforced by a bona fide lender to the Shareholder.

3.2 **Takeover:** Clause 2 of this Deed will not apply in relation to any full or partial takeover offer made under the Takeovers Code or similar scheme of arrangement, provided that any such takeover offer or similar scheme of arrangement is not made, whether directly or indirectly, by the Shareholder or any Affiliate. For clarity, if a full or partial takeover offer is made or proposed to be made during the Restricted Period, directly or indirectly by a person who is not

the Shareholder or an Affiliate of it, then the Shareholder may sell, or agree, or offer to sell all or any part of the Shares to the offeror under that offer.

#### **4 SHAREHOLDER ACKNOWLEDGEMENT**

**4.1 Acknowledgement:** The Shareholder acknowledges and agrees that its rights in connection with this Deed are subject to the NZX Main Board Listing Rules and the Financial Markets Conduct Act 2013 and, in addition, that the board of the Issuer:

- 4.1.1 May refuse to register any attempted transfer of the Shares which is not made in compliance with the terms of this Deed;
- 4.1.2 Is obliged to notify NZX of any breach or likely breach of the terms and conditions of this Deed;
- 4.1.3 In consultation with NZX, must take such steps as NZX may require to enforce the provisions of this Deed or prevent or remedy a breach of it;
- 4.1.4 Is entitled to enforce the terms of this Deed (including, without limitation, clause 2) and may seek appropriate discretionary remedies from the Courts including specific performance, injunctive relief, any other equitable relief and/or damages; and
- 4.1.5 May record a restriction on the share register of the Company that any transfer is subject to the provisions of this Deed.

#### **5 APPLICATION TO ADDITIONAL SECURITIES**

**5.1 New Shares:** For the avoidance of doubt, the Escrow Restrictions shall only apply to the Shares, which the Issuer acknowledges do not comprise all of the shares of the Issuer registered in the name of the Shareholder at the date of this Deed, and for the avoidance of doubt will not apply to any other shares of the Issuer currently held by the Shareholder or that are otherwise subscribed for or issued to the Shareholder provided that should a consolidation or sub division of the Issuer's ordinary shares occur, the Escrow Restrictions will continue to apply to the Shares as consolidated or subdivided.

#### **6 GENERAL**

**6.1 Contract and Commercial Law Act 2017:** The provisions of this Deed are for the benefit of, and are intended to be enforceable by, any of the Non-Interested Directors, the other shareholders of the Issuer and NZX under subpart 1 of Part 2 of the Contract and Commercial Law Act 2018.

**6.2 Severability:** If a Court or administrative body decides that part of this Deed is illegal, void or cannot be enforced, that decision will not make the rest of this Deed invalid.

**6.3 Amendment:** Any variation to this Deed requires the written agreement of all parties to this Deed and the Issuer shall not agree to any amendment without prior written approval of NZX.

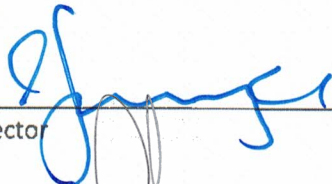
**6.4 Governing Law:** This Deed is governed by, and construed in accordance with, New Zealand law and the parties agree to submit to the jurisdiction of the New Zealand courts.

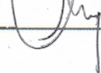
**7 COUNTERPART EXECUTION**

7.1 **Counterparts:** This Deed may be executed and exchanged in any number of counterparts (including scanned email copies) each of which is to be deemed an original, but all of which together constitutes a binding and enforceable deed between the parties.

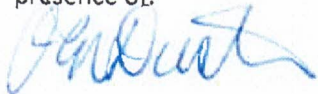
**EXECUTED AS A DEED**


Signed by  
**GOODWOOD CAPITAL LIMITED**


  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director

**SIGNED** by  
**GLENDARVIE HOLDINGS LIMITED** in the  
presence of:

  
**IAN & DUSTIN**

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director