

Form 605
Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To Company Name/Scheme **Oliver's Real Food Limited (Oliver's)**

ACN/ARSN **629 495 441**

1. Details of substantial holder(1)

Name EG Group Limited (Company number 09826582) and its controlled entities including those set out in Part 1 of Annexure A (**EG Group** and each member of the EG Group being an **EG Group Member**) and persons which have voting power of at least 20% in EG Group Limited set out in Part 2 of Annexure A (**EG Controller Group** and each member of the EG Controller Group being an **EG Controller Group Member**)) (together the **Substantial Holders**)

ACN/ARSN (if applicable) See Annexure A as applicable

The holder ceased to be a substantial holder on

The previous notice was given to the company on 25 / 05 / 20
13 / 03 / 20

The previous notice was dated 13 / 03 / 20

2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) 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 (4)	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's votes affected
25/05/2020	EG FuelCo (Australia) Limited ACN 627 348 645 (EG FuelCo)	Cessation of relevant interest – the Call Option Deeds attached as Annexure B to the Substantial Shareholder Form 603 dated 13 March 2020 have been terminated under the Option Termination Deed set out in Annexure B.	Nil	53,875,651,500 Ordinary shares	53,875,651,500
25/05/2020	Other Substantial Holders	Cessation of relevant interest – other Substantial Holders no longer have a relevant interest under section 608(3) of the Corporations Act as a result of being an EG Group Member or an EG Controller Group Member	Nil	53,875,651,500 Ordinary shares	53,875,651,500

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) 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
NA	NA

4. Addresses

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

Name	Address
Each Substantial Holder	c/- Level 39, Northpoint, 100 Miller Street, North Sydney NSW 2060

Signature

print name

Ekta Shandil

capacity

Company Secretary EG FuelCo

sign here



date 25 / 05 / 20

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 4 of the form.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (4) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.
- (5) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure "A"

This is Annexure "A" of 2 pages (including this page) referred to in the Form 605 (Notice of ceasing to be a substantial holder), signed by me and dated 25 May 2020.



Ekta Shandil

Part 1 – EG Group Members

EG Group Member	Place of Incorporation/ registration and operation	Proportion of ordinary shares and voting power held(%)
EG Finco Limited	UK	100
Euro Garages Limited	UK	100
EG (Shared Services) Limited	UK	100
The Orchard Group Limited	UK	100
Three Oaks Investments Limited	UK	100
Three Elms Investments Limited	UK	100
Wolfson Trago Limited	UK	100
Wycliffe Moore Limited	UK	100
EG AsiaPac Ltd	UK	100
Euro Garages Jersey Limited ¹	Jersey	100
EG Dutch Finco B.V. ²	Netherlands	100
EG Holdings B.V. ²	Netherlands	100
EG Europe B.V. ²	Netherlands	100
EG Retail B.V. ²	Netherlands	100
EG Benelux B.V. ²	Netherlands	100
EG Retail (Netherlands) B.V. ²	Netherlands	100
EG Services (Netherlands) B.V. ²	Netherlands	100
NRGValue Branding Netherlands B.V. ²	Netherlands	100
NRGValue Retail Nederland B.V. ²	Netherlands	100
NRGValue Tankstations Nederland B.V. ²	Netherlands	100
EG Fuels (Kampen Terminal) ³	Netherlands	100
EG Fuels (Logistics) B.V. ³	Netherlands	100
Stichting Rocks Loyalty Nederland B.V. ²	Netherlands	100
EG (France) B.V. ²	Netherlands	100
AJJ Hermes B.V. ²	Netherlands	100
EG (Germany) B.V. ²	Netherlands	100
EG Retail (Belgium) B.V.B.A. ⁴	Belgium	100
Station Services B.V.B.A. ⁴	Belgium	100
EG Retail (Station Support) B.V.B.A. ⁴	Belgium	100
Stars Loyalty Belgium C.V.B.A. ⁴	Belgium	100
EG Services (Belgium) B.V.B.A. ⁴	Belgium	100
EG Services (Belgium Property) B.V.B.A. ⁴	Belgium	100
Raga NV ⁴	Belgium	100
EG Retail (Luxembourg) S.à.r.l. ⁵	Luxembourg	100
EG Services (Luxembourg) S.à.r.l. ⁵	Luxembourg	100
EG (Luxembourg) Holdings S.à.r.l. ⁵	Luxembourg	100
EG Business GmbH ⁶	Germany	100
EG Deutschland GmbH ⁸	Germany	100
Echo Tankstellen GmbH ⁸	Germany	100
Retail Operating Company GmbH ⁸	Germany	100
EG Retail (Food Services France) SAS ⁷	France	100
EG Holdings (France) SAS ⁷	France	100
EG Retail (France) SAS ⁷	France	100
EG Services (France) SNC ⁷	France	100
EG Italia S.p.A ¹⁰	Italy	100
EG (Italy) B.V. ²	Netherlands	100
EG America, LLC ⁹	U.S.A.	100

EG Retail (America), LLC ⁹	U.S.A.	100
EG Shared Services (America), LLC ⁹	U.S.A.	100
TH Midw est, Inc ⁹	U.S.A.	100
Junior Food Store s of West Florida Inc. ⁹	U.S.A.	100
Kw ik Shop, Inc. ⁹	U.S.A.	100
Mini Mart, Inc. ⁹	U.S.A.	100
Quik Stop Markets, Inc ⁹	U.S.A.	100
TH Minit Markets LLC ⁹	U.S.A.	100
EG Group Australia Pty Ltd ¹¹	Australia	100
EG (Retail) Australia Pty Ltd ¹¹	Australia	100
EG FuelCo (Australia) Limited	Australia	100

Part 2 Control Group Members

Mohsin Issa c/ Euro House, The Beehive Trading Park, Haslingden Road, Blackburn, Lancashire, BB1 2EE. Zuber Vali Issa c/ Euro House, The Beehive Trading Park, Haslingden Road, Blackburn, Lancashire, BB1 2EE. Optima Group S.à.r.l., a company incorporated in Luxembourg with company number B1999937.

TDR Capital III Fund is managed by TDR Capital LLP, a limited liability partnership incorporated in England

Annexure "B"

This is Annexure "B" of 11 pages (including this page) referred to in the Form 605 (Notice of ceasing to be a substantial holder), signed by me and dated 25 May 2020.

A handwritten signature in cursive script, appearing to read 'Ekta Shandil', is written above a horizontal dotted line.

Ekta Shandil

OPTION TERMINATION DEED

DATED 25 MAY 2020

EG FUELCO (AUSTRALIA) LIMITED

and

NICHE GROUP PTY LTD

and

JASON GUNN

and

HAURAKI TRUSTEE CO LTD

and

TWENTY SECOND SEPELDA PTY LTD

ALLEN & OVERY

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THIS DEED is made on 25 March 2020

BETWEEN:

- (1) **EG FUELCO (AUSTRALIA) LIMITED ACN 627 348 645** of Level 39, Northpoint, 100 Miller Street, North Sydney, NSW 2060 (**EG**);
- (2) **NICHE GROUP PTY LTD (ACN 097 172 337)** as trustee for **THE FUTURE TRUST** of c/- Martin & Martin 5 Theatre Place Canterbury Victoria 3127 (**Niche**);
- (3) **JASON GUNN** of c/- 114 Flagstaff Terrace, WAIPU 0582 Northland, New Zealand (**Gunn**);
- (4) **HAURAKI TRUSTEE CO LTD (SRN 181 744 190)** as trustee for **HAURAKI TRUST** of c/- Rainey Collins Wright, Level 1, Princes Street, Auckland Central, New Zealand 1140 (**Hauraki**); and
- (5) **TWENTY SECOND SEPELDA PTY LTD (007 035 734)** as trustee for **THE METTER FAMILY TRUST** of c/- Suite 1104, 505 St Kilda Road, Melbourne VICTORIA 3004 (**Metter**).

BACKGROUND:

- (A) EG and the Grantors are parties to the Call Option Deeds.
- (B) On 25 May 2020, EG and Oliver's propose to enter into the Scheme Termination Deed.
- (C) The parties have agreed to terminate each of their respective Call Option Deeds on the terms and conditions of this deed.

THIS DEED witnesses as follows:

1. INTERPRETATION

Defined terms used in the Call Option Deed with the parties have the same meaning in this deed and clauses 1.1, 1.3 and 1.4 of the Call Option Deed apply to this deed as if set out in full (with the necessary changes being made) and in addition:

Call Option Deeds means each of the call option deeds dated 11 March 2020 between EG and each the following parties respectively:

- (a) Niche relating to 5,000,000 Shares;
- (b) Gunn relating to 488,151 Shares;
- (c) Hauraki relating to 43,387,500 Shares; and
- (d) Metter relating to 5,000,000 Shares;

Grantor means each of Niche, Gunn, Hauraki and Metter respectively; and

Option Shares means, in respect of:

- (a) Niche: 5,000,000 Shares;
- (b) Gunn: 488,151 Shares;

(c) Hauraki: 43,387,500 Shares; and

(d) Metter: 5,000,000 Shares.

Scheme Termination Deed means the termination deed to be entered into between Oliver's and EG on 25 May 2020.

2. TERMINATION

On and from the later of the date of this deed and the date of the Scheme Termination Deed (the **Termination Date**) and notwithstanding anything to the contrary in the Call Option Deeds:

- (a) the End Date under each Call Option Deed is amended to be the Termination Date;
- (b) each Call Option Deed is terminated with immediate effect;
- (c) none of the terms and conditions of the Call Option Deeds have any force or effect and none of the parties have any further rights or obligations under the Call Option Deeds; and
- (d) each party unconditionally and irrevocably:
 - (i) releases and discharges the other party from all of its obligations and liabilities under or in connection with the Call Option Deeds (whether arising before, on or, but for the termination in accordance with this clause 2, after the Termination Date); and
 - (ii) waives any rights that it has, or but for the execution of this deed may have had, to bring any claim against the other party under or in connection with the Call Option Deeds whether arising before, on or, but for the termination in accordance with this clause 2, after the Termination Date).

3. WARRANTIES

Each party warrants to the other party that each of the following statements are true and accurate:

- (a) it is a corporation validly existing under the laws of the place of its incorporation;
- (b) it has the power to execute and deliver, and to perform its obligations under, this deed, and has taken all necessary corporate action to authorise such execution and delivery and the performance of such obligations;
- (c) its obligations under this deed are legal, valid and binding and enforceable subject to and in accordance with their terms;
- (d) the execution and delivery by it of this deed do not and will not conflict with or constitute a default under any provision of:
 - (i) its constitution; or
 - (ii) any law, order, judgment, award, injunction, decree, rule or regulation by which it is bound;
- (e) all authorisations from, and notices or filings with, any Government Agency that are necessary to enable it to execute and deliver and to perform its obligations under, this deed

Email: mike.mcmenamin@eg-australia.com; ekta.shandil@eg-
australia.com
For the attention of: Mike McMenamin (Managing Director) and Ekta Shandil
(General Counsel);

(b) to Niche at:
Address: C/- Martin & Martin Accountants, 5 Theatre Place Canterbury Victoria
3127
Email: nick.dower@oliversrelafoods.com.au
For the attention of: Mr. Nick Dower;

(c) to Gunn at:
Address: C/- 114 Flagstaff Terrace, WAIPU 0582 Northland, New Zealand
Email: jason@oliversrealfood.com.au
For the attention of: Mr. Jason Gunn

(d) to Hauraki at:
Address: C/- Rainey Collins Wright, Level 1, Princes Court, 2 Princes
Street, Auckland Central, New Zealand
AND: PO Box 4283, Shortland Street, Auckland 1140

W Email: ~~jason@oliversrealfoods.com.au~~; wwright@rainey.co.nz W
For the attention of: Mr. Warwick Francis Wright

(e) to Metter at:
Address: C/- ,Suite 1104, 505 St Kilda Road, Melbourne VICTORIA 3004
Email: steve.metter@oliversrealfood.com.au
For the attention of: Mr. Steve Metter

or at any such other address or email address notified for this purpose to the other parties under this clause. Any notice or other communication sent by post must be sent by prepaid ordinary post (if the country of destination is the same as the country of origin) or by airmail (if the country of destination is not the same as the country of origin).

6.2 When notice given

Any notice or other communication is deemed to have been given:

- (a) if delivered, on the date of delivery;
- (b) if sent by post, on the third day after it was put into the post (for post within the same country) or on the fifth day after it was put into the post (for post sent from one country to another); or
- (c) if sent by e-mail, upon the generation of a receipt notice by the recipient's server or, if such notice is not so generated, upon delivery to the recipient's server,

but if the notice or other communication would otherwise be taken to be received after 5.00 pm or on a Saturday, Sunday or public holiday in the place of receipt then the notice or communication is taken to be received at 9.00 am on the next day that is not a Saturday, Sunday or public holiday in the place of receipt.

6.3 Proof of service

In proving service of a notice or other communication, it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and posted either by prepaid post or by prepaid airmail or that the e-mail was properly addressed and transmitted by the sender's server into the network and there was no apparent error in the operation of the sender's e-mail system, as the case may be.

6.4 Documents relating to legal proceedings

This clause 6 does not apply in relation to the service of any claim, form, notice, order, judgment or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this deed.

7. GOVERNING LAW AND JURISDICTION

7.1 Governing law

This deed and any non-contractual obligations arising out of or in connection with it are governed by the law applying in Victoria, Australia.

7.2 Jurisdiction

The courts having jurisdiction in Victoria, Australia have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute relating to any non-contractual obligations arising out of or in connection with this deed) and each party irrevocably submits to the non-exclusive jurisdiction of the courts having jurisdiction in Victoria, Australia.

THIS DEED has been executed and delivered on the date stated at the beginning of this deed.

W

EXECUTION PAGE

EXECUTED AS A DEED by EG FUELCO)
(AUSTRALIA) LIMITED in accordance with)
section 127 of the Corporations Act 2001 (Cth):)



Signature of director



Signature of ~~director~~/company secretary

MICHAEL STANLEY MCMENAMIN

Name of director

EKTA SHANDIL

Name of ~~director~~/company secretary

By signing above, each director or secretary (as applicable) consents to the electronic execution of this deed (in whole or in part), represents that they hold the position or are the person named with respect to their execution and authorise any other director or secretary (as applicable) to produce a copy of this deed bearing his or her signature for the purposes of signing the copy to complete its execution under section 127 of the Corporations Act. The copy of the signature appearing on the copy so executed is to be treated as his or her original signature.

EXECUTED AS A DEED by NICHE)
GROUP PTY LTD (ACN 097 172 337) in)
accordance with section 127 of the Corporations)
Act 2001 (Cth):)

Signature of sole director

Nicholas Dower

SIGNED SEALED AND DELIVERED by)
JASON GUNN in the presence of:

Jason Gunn

Signature of Witness

Print Name of Witness

EXECUTION PAGE

EXECUTED AS A DEED by EG FUELCO)
(AUSTRALIA) LIMITED in accordance with)
section 127 of the Corporations Act 2001 (Cth):)

Signature of director


Signature of director/company secretary

Name of director

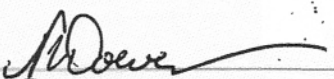
Name of director/company secretary

By signing above, each director or secretary (as applicable) consents to the electronic execution of this deed (in whole or in part), represents that they hold the position or are the person named with respect to their execution and authorise any other director or secretary (as applicable) to produce a copy of this deed bearing his or her signature for the purposes of signing the copy to complete its execution under section 127 of the Corporations Act. The copy of the signature appearing on the copy so executed is to be treated as his or her original signature.

EXECUTED AS A DEED by NICHE)
GROUP PTY LTD (ACN 097 172 337) in)
accordance with section 127 of the Corporations)
Act 2001 (Cth):)


witness 
Amanda Gunn

Signature of sole director

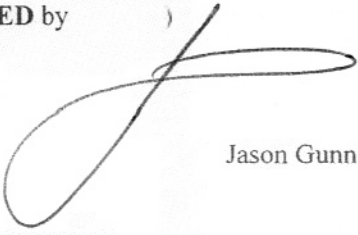


Nicholas Dower

SIGNED SEALED AND DELIVERED by)
JASON GUNN in the presence of:



Signature of Witness

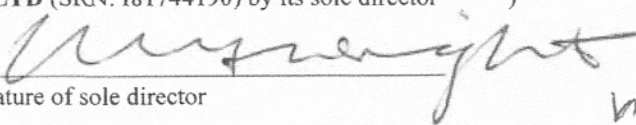


Jason Gunn

Amanda Gunn


Print Name of Witness

EXECUTED AS A DEED by HAURAK TRUSTEE)
CO LTD (SRN: I81744190) by its sole director)



Signature of sole director

Warwick Francis Wright

Witness: 
H.J. Miller
Law Clerk
Auckland.

EXECUTED AS A DEED by TWENTY SECOND)
SEPELDA PTY LTD (ACN 007 035 734) in accordance)
with section 127 of the Corporations Act 2001 (Cth):

Signature of sole director

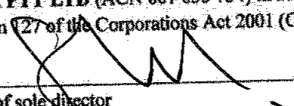
Steven Metter

EXECUTED AS A DEED by HAURAK TRUSTEE)
CO LTD (SRN: I81744190) by its sole director)

Signature of sole director

Warwick Francis Wright

EXECUTED AS A DEED by TWENTY SECOND)
SEPELDA PTY LTD (ACN 007 035 734) in accordance)
with section 27 of the Corporations Act 2001 (Cth):



Signature of sole director

Steven Metter