

## Disclosure of beginning to have substantial holding

*Section 276, Financial Markets Conduct Act 2013*

**To** NZX Limited

and

**To** Me Today Limited

Date this disclosure made: 30 June 2021

Date on which substantial holding began: 30 June 2021

### **Substantial product holder(s) giving disclosure**

Full name(s): Terrence Wayne Jarvis and Jarvis Burnes Trustee Limited as trustees of the TW Jarvis (No. 1) Family Trust

### **Summary of substantial holding**

Class of quoted voting products: Ordinary shares (NZX Code: MEE)

Summary for Terrence Wayne Jarvis and Jarvis Burnes Trustee Limited as trustees of the TW Jarvis (No. 1) Family Trust

For this disclosure,—

(a) total number held in class: 113,636,364

(b) total in class: 706,466,492

(c) total percentage held in class: 16.085%

### **Details of relevant interests**

Details for Terrence Wayne Jarvis and Jarvis Burnes Trustee Limited as trustees of the TW Jarvis (No. 1) Family Trust

Nature of relevant interest(s): Registered holder and beneficial owner of 113,636,364 fully paid ordinary shares in Me Today Limited.

For that relevant interest,—

(a) number held in class: 113,636,364

(b) percentage held in class: 16.085%

(c) current registered holder(s): N/A

(d) registered holder(s) once transfers are registered: N/A

For a derivative relevant interest, also—

(a) type of derivative: N/A

(b) details of derivative: N/A

(c) parties to the derivative: N/A

(d) if the substantial product holder is not a party to the derivative, the nature of the relevant interest in the derivative: N/A

**Details of transactions and events giving rise to substantial holding**

Allotment of 113,636,364 fully paid ordinary shares in Me Today Limited for \$0.088 per share as consideration payable in connection with Me Today Limited's acquisition of King Honey Limited.

50% of the shares will be subject to transfer restrictions until 30 June 2022 and the remaining 50% of the shares will be subject to transfer restrictions until 30 June 2023. The terms of those restrictions are set out in the Lock-up Deed attached to this notice [2 pages].

**Additional information**

Address of substantial product holder: 278 Remuera Road, Remuera, Auckland, 1050, New Zealand

Contact details: Terrence Wayne Jarvis, (09) 3773470, terry.jarvis@xtra.co.nz

Name of any other person believed to have given, or believed to be required to give, a disclosure under the Financial Markets Conduct Act 2013 in relation to the financial products to which this disclosure relates: N/A

**Certification**

I, Terrence Wayne Jarvis, certify that, to the best of my knowledge and belief, the information contained in this disclosure is correct and that I am duly authorised to make this disclosure by all persons for whom it is made.

## LOCK-UP DEED

Date: 30 June 2021.

### Parties

- (1) **TERRENCE WAYNE JARVIS and JARVIS BURNES TRUSTEE LIMITED as trustees of the TW JARVIS (No. 1) FAMILY TRUST**, 2 St Georges Bay Road, Parnell, Auckland ("Vendor");
- (2) **ME TODAY LIMITED**, Level 1, 25 Broadway, Newmarket, Auckland 1141 ("Guarantor"); and

In this deed, capitalised terms bear the same meaning as set out in the Agreement for the Sale and Purchase of Shares in King Honey Limited dated 31 May 2021 between the Vendor, Me Today Manuka Honey Limited, the Guarantor and Terrence Wayne Jarvis.

1. **Lock-up:** The Vendor agrees that, with respect to the Vendor Share Allocation, the Vendor will not:
  - (a) sell, transfer, assign or otherwise dispose of, or offer or agree to sell, transfer, assign or otherwise dispose of, its right and title to, and beneficial interest in, any of the Vendor Share Allocation;
  - (b) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Vendor Share Allocation; or
  - (c) grant, or attempt to grant, any Encumbrance of any nature having similar effect over or in respect of the Vendor Share Allocation,for a period of:
  - (d) one year from the Completion Date, in respect of 50% of the Vendor Share Allocation; and
  - (e) two years from the Completion Date in respect of the other 50% of the Vendor Share Allocation.

The Vendor acknowledges that damages alone would be an inadequate remedy for breach of the restrictions in this clause and the appropriate remedies for such a breach will include orders for specific performance, injunctive relief, any other equitable relief and/or damages.

2. **Lock-up exceptions:** Nothing in clause 1 shall apply in circumstances:
  - (a) where the Guarantor has given its prior written consent; or
  - (b) to enable the Vendor to accept any full or partial takeover offer for the Guarantor made under the New Zealand Takeovers Code, or pursuant to a scheme or arrangement under Part 15 of the Companies Act 1993 which has the effect of changing the control of more than 50% of the Guarantor's voting rights.



**EXECUTED AND DELIVERED AS A DEED**

Signed by Terrence Wayne Jarvis as trustee  
of the TW Jarvis (No. 1) Family Trust:



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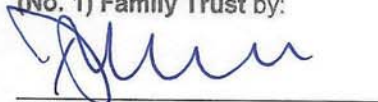
in the presence of:

*SSmith*

*Sophia Christina Smith*

Name:  
Occupation: *Receptionist*  
Address: *Auckland*

Signed for and on behalf of Jarvis Burnes  
Trustee Limited as trustee of the TW Jarvis  
(No. 1) Family Trust by:



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Robert Burnes  
Director

in the presence of:

*SSmith*

Name: *Sophia Christina Smith*  
Occupation: *Receptionist*  
Address: *Auckland.*

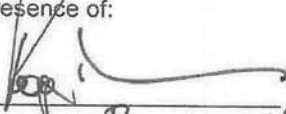
Signed for and on behalf of Me Today Limited  
by:



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Stephen Sinclair  
Director

in the presence of:



Name: *Roger Wellen*  
Occupation:  
Address: *Solara  
Auckland.*