



EZZ Life Science Holdings Limited

104 Derby Street
Silverwater NSW 2128 Australia
www.ezzlife.com.au
info@ezzlife.com.au

ASX Release

To be sent electronically

29 March 2021

Company Announcements Office

ASX Limited

20 Bridge Street

Sydney NSW 2000

Dear Sir/Madam

Substantial holder notice – EZZ Life Science Holdings Limited

On behalf of EZZ Life Science Holdings Limited (**Company**) we attach a notice of initial substantial holder, as required under section 671B of the *Corporations Act 2001* (Cth) (**Corporations Act**).

The Company has a relevant interest in 71.42% of the shares in the Company as a consequence of restrictions on the disposal of 30,000,000 shares under mandatory escrow arrangements entered into in conjunction with the listing of the Company on the ASX, which give the Company a technical 'relevant interest' in its own shares under section 608(1)(c) of the Corporations Act.

The Company has no rights to acquire these shares or to control the voting rights attached to the shares.

Further details in respect of the escrow arrangements are disclosed in the annexures to the attached notice of initial substantial holder.

Yours faithfully

Luis Fernando Rodriguez Bravo
Chief Executive Officer

Additional information

For further information, please visit our investor website <https://www.ezzlife.com.au/site/investors>

or contact Investor Relations at ir@ezzlife.com.au

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme EZZ Life Science Holdings Limited ('EZZ')
ACN/ARSN 608 363 604

1. Details of substantial holder (1)

Name EZZ Life Science Holdings Limited ('EZZ')
ACN/ARSN (if applicable) 608 363 604

The holder became a substantial holder on 03/03/2021

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	30,000,000	30,000,000	71.42%

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
EZZ	Restrictions on the disposal of shares under the mandatory restriction deed in the form of Annexure B entered into with each of the holders set out in Annexure A (Escrowed Holders) give EZZ a technical 'relevant interest' in its own shares under section 608(1)(c) of the Corporations Act. However, EZZ has no rights to acquire these shares or to control the voting rights attaching to these shares.	30,000,000 fully paid ordinary shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
EZZ	Each Escrowed Holder set in Annexure A	Each Escrowed Holder set out in Annexure A	See Annexure A

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	
EZZ	Not applicable			

6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
Not applicable	

7. Addresses

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

Name	Address
EZZ	104 Derby Street, Silverwater NSW 2128
	See Annexure A for each of the Escrowed Holders

Signature

print name **Luis Fernando Rodriguez Bravo** capacity **Director**

sign here



date **26 / 03 / 2021**

DIRECTIONS

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

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".


- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure A

**Form 603
Notice of Initial Substantial Holder**

**EZZ Life Science Holdings Limited
ACN 608 363 604
(Company)**

This is Annexure A of 2 page(s) referred to in Form 603 (*Notice of Initial Substantial Holder*).

print name Luis Fernando Rodriguez Bravo capacity Director
sign here  date 26 / 03 / 2021

Details of present registered holders

Holder of relevant interest	Registered holder of securities	Persons entitled to be registered as holder	Class and number of securities
EZZ	JNJ Mok Pty Ltd	JNJ Mok Pty Ltd	11,344,000 fully paid ordinary shares
EZZ	Macquarie Holdings Pty Ltd	Macquarie Holdings Pty Ltd	17,016,000 fully paid ordinary shares
EZZ	Haitao Zheng	Haitao Zheng	480,000 fully paid ordinary shares
EZZ	Jiasui Li	Jiasui Li	75,000 fully paid ordinary shares
EZZ	Wanging Wu	Wanging Wu	75,000 fully paid ordinary shares
EZZ	Jing Chen	Jing Chen	480,000 fully paid ordinary shares
EZZ	Zhaoying Wang	Zhaoying Wang	480,000 fully paid ordinary shares
EZZ	Tao Zhang	Tao Zhang	25,000 fully paid ordinary shares
EZZ	Joanna Kong	Joanna Kong	25,000 fully paid ordinary shares

Addresses

Name	Address
JNJ Mok Pty Ltd	1 Cottee Drive, Epping NSW 2121
Macquarie Holdings Pty Ltd	Suite 601, Level 6, 5 Rider Blvd, Rhodes NSW 2138

Haitao Zheng	6 Archibald Avenue, Waterloo NSW 2017
Jiasui Li	213/1 Railway Parade, Burwood NSW 2134
Wanging Wu	6102/1A Morton Street, Parramatta NSW 2134
Jing Chen	1 Cottee Drive, Epping NSW 2121
Zhaoying Wang	430/60 Walker Street, Rhodes NSW 2138
Tao Zhang	6 Archibald Avenue, Waterloo NSW 2017
Joanna Kong	1 Thallon Street, Carlingford NSW 2118

Annexure B

**Form 603
Notice of Initial Substantial Holder**

**EZZ Life Science Holdings Limited
ACN 608 363 604
(Company)**

This is Annexure B of 4 page(s) referred to in Form 603 (*Notice of Initial Substantial Holder*).

print name Luis Fernando Rodriguez Bravo

capacity Director

sign here



date 26 /03 /2021

Restriction Deed

Restriction Deed

EZZ Life Science Holdings Limited ACN 608 363 604

We, the persons in:

- Item 1 of the schedule (“entity”);
- Item 2 of the schedule (“holder”);
- Item 3 of the schedule (“controller”),

agree as follows.

Introduction

- A. The entity intends to issue, or has issued, restricted securities to the holder. The holder has agreed to hold the restricted securities as set out in this deed.
- B. We enter this deed for the purpose of complying with chapter 9 of the listing rules.
- C. We acknowledge that the entity’s admission or continued admission to the ASX official list is conditional on the provision of this deed.

Agreement

Escrow restrictions

1. During the escrow period, the holder must not:
 - (a) ⁺dispose of, or agree or offer to ⁺dispose of, the restricted securities;
 - (b) create, or agree or offer to create, any security interest in the restricted securities; or
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the restricted securities,except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.
2. During the escrow period, a controller must not:
 - (a) ⁺dispose of, or agree or offer to ⁺dispose of, the controller interests;
 - (b) create, or agree or offer to create, any security interest in the controller interests; or
 - (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the controller interests,except as permitted in the listing rules or by ASX in writing and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the entity or ASX.
3. The holder agrees that the restricted securities are to be kept on the entity’s [*if the securities are in a class that is or is to quoted*] ⁺issuer sponsored subregister and are to have a ⁺holding lock applied / [*if the securities are not in a class that is or is to quoted*] ⁺certificated subregister and the certificates for the securities are to be held in escrow in accordance with the listing rules] for the duration of the escrow period.

Warranties

4. If item 3 of the schedule is completed, the holder and each ⁺controller warrant that:

- (a) the holder has the +controllers set out in item 3 of the schedule with the controller interests identified in item 6 of the schedule;
 - (b) there are no other controllers or controller interests; and
 - (c) the holder and each +controller have provided ASX and the entity with all information necessary to properly form an opinion about who is a +controller of the holder and who is required to execute this deed.
5. If item 3 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that:
- (a) if the holder is one or more individuals, they are the legal and beneficial owner of the restricted securities;
 - (b) if the holder is not one or more individuals, the holder has no +controller; and
 - (c) the holder has provided ASX and the entity with all information necessary to properly form an opinion that the holder falls within either (a) or (b) above.
6. If item 8 of the schedule is completed, the holder warrants that:
- (a) full particulars of the security interests which have been created over the restricted securities are set out in item 8;
 - (b) apart from those security interests, the holder has not done, or omitted to do, any act which would breach clause 1 if done or omitted during the escrow period; and
 - (c) a release of those security interests is attached.
7. If item 8 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder warrants that the holder has not created, or agreed to create, any security interests over the restricted securities.
8. If item 9 of the schedule is completed, the holder and each +controller warrant that:
- (a) full particulars of security interests which have been created over the controller interests are set out in item 9;
 - (b) apart from those security interests, the +controller has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the escrow period; and
 - (c) a release of the security interests is attached.
9. If item 9 of the schedule is not completed or is marked "nil" or "n/a" (or something equivalent), the holder and each +controller warrant that the +controller has not created, or agreed to create, any security interests over the controller interests.
10. A breach of any of these warranties is a breach of this deed.

Consequences of breaching this deed

11. If the holder or a +controller breach this deed:
- (a) the holder and each +controller must take the steps necessary to rectify the breach;
 - (b) the entity must take the steps necessary to enforce the agreement;
 - (c) the entity must refuse to acknowledge any +disposal (including, without limitation, to register any transfer) of any of the +restricted securities in breach of this deed; and
 - (d) the holder of the +restricted securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the +restricted securities for so long as the breach continues.

Amendment

12. This deed must not be terminated, changed or waived without ASX's written consent.

Counterparts

13. This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the State of New South Wales apply to this deed. We submit to the exclusive jurisdiction of the courts of that State.

Definitions and interpretation

In this deed:

ASX means ASX Limited.

controller has the same meaning as in the listing rules.

controller interests means the *securities or other rights or interests through which a controller controls, or has a substantial economic interest in, the *restricted securities or the holder of the *restricted securities, full particulars of which are set out in item 7 of the schedule.

escrow period means the period starting on the date set out in item 4 of the schedule and ending on the date set out in item 5 of the schedule.

listing rules mean the ASX Listing Rules, as in force from time to time.

restricted securities means the *securities set out in item 6 of the schedule and any *securities attaching to or arising out of those *securities that are restricted securities under the listing rules.

The singular includes the plural and vice versa.

A reference to a party includes its successors, personal representatives and transferees.

Other words and expressions defined in the listing rules, and not in this deed, have the meanings given to them in the listing rules.

Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Schedule

1.	Entity's name and address:	EZZ Life Science Holdings Limited ACN 608 363 604 104 Derby Street, Silverwater NSW 2128
2.	Holder's name and address:	
3.	Each +controllers' name and address:	
4.	Escrow period start date:	Date of official quotation of the fully paid ordinary shares in the entity
5.	Escrow period end date	Date which is 24 months from the escrow period start date
6.	Particulars of restricted securities:	
7.	Particulars of controller interests:	
8.	Particulars of security interests over restricted securities:	
9.	Particulars of security interests over controller interests:	

Dated:

[Proper execution as a deed]