



Deed of Company Arrangement

Glen Kanevsky and Vaughan Strawbridge in their capacity as joint and several Deed Administrators of the Deed Companies (**Deed Administrators**)

OrotonGroup Limited (Administrators appointed)
(**Company**)

OrotonGroup (Licence Company) Pty Ltd
(Administrators appointed) (**OGLC**)

OrotonGroup (Australia) Pty Ltd (Administrators appointed) (**OGA**)

Manderrah Pty Ltd as trustee for the GJJ Family Trust
(**Deed Proponent**)

Deed of company arrangement

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Details

Date **[insert date]**

Parties

Name Glen Kanevsky and Vaughan Strawbridge in their capacity as joint and several Deed Administrators of the Deed Companies
Short form name **Deed Administrators**
Notice details Deloitte
Level 9, Grosvenor Place
Sydney NSW 2000
Email: gkanevsky@deloitte.com.au; vastrawbridge@deloitte.com.au
Attention: The Administrators of OrotonGroup Limited (Administrators appointed)

Name **OrotonGroup Limited** (Administrators appointed)
ABN 14 000 038 675
Short form name **Company**
Notice details c/- Glen Kanevsky and Vaughan Strawbridge as Deed Administrators
Deloitte
Level 9, Grosvenor Place
Sydney NSW 2000
Email: gkanevsky@deloitte.com.au; vastrawbridge@deloitte.com.au
Attention: The Administrators of OrotonGroup Limited (Administrators appointed)

Name **OrotonGroup (Licence Company) Pty Ltd** (Administrators appointed)
ABN 50 166 068 695
Short form name **OGLC**
Notice details c/- Glen Kanevsky and Vaughan Strawbridge as Deed Administrators
Deloitte
Level 9, Grosvenor Place
Sydney NSW 2000
Email: gkanevsky@deloitte.com.au; vastrawbridge@deloitte.com.au
Attention: The Administrators of OrotonGroup Limited (Administrators appointed)

Name **OrotonGroup (Australia) Pty Ltd** (Administrators appointed)
ABN 31 000 704 129
Short form name **OGA**
Notice details c/- Glen Kanevsky and Vaughan Strawbridge as Deed Administrators
Deloitte
Level 9, Grosvenor Place
Sydney NSW 2000
Email: gkanevsky@deloitte.com.au; vastrawbridge@deloitte.com.au
Attention: The Administrators of OrotonGroup Limited (Administrators appointed)

Name **Manderrah Pty Ltd** as trustee for the GJJ Family Trust
ABN 19 111 080 356
Short form name **Deed Proponent**
Notice details Level 10, Hudson House, 131 Macquarie Street, Sydney NSW 2000
Email: mmoses@caledonia.com.au
Attention: Matthew Moses

With a copy to:
MinterEllison
Governor Macquarie Tower, 1 Farrer Place, Sydney NSW 2000
Email: michael.gajic@minterellison.com; michael.hughes@minterellison.com
Attention: Michael Gajic and Michael Hughes

Background

- A On the Appointment Date the Deed Administrators were appointed as administrators of each Deed Company pursuant to Part 5.3A of the Corporations Act, which appointment continues today.
- B On the Meeting Date, a meeting of creditors of each Deed Company was held pursuant to section 439A(1) of the Corporations Act at which it was resolved that the Company execute the deed of company arrangement proposed by the Deed Proponent, details of which were provided by the Deed Administrators to creditors of each Deed Company pursuant to rule 75-225(3)(b)(vii) of the Insolvency Practice Rules, and the terms and conditions of which are substantially in the form of this Deed.
- C The Deed Companies, the Deed Administrators, and the Deed Proponent have agreed to execute this Deed to give effect to the Section 439C Resolution.
- D The Deed Administrators have consented to be the Deed Administrators of this Deed.
- E Subject to the terms of this Deed, this Deed binds all creditors of each Deed Company in accordance with section 444D of the Corporations Act and also binds each Deed Company and their Officers and Members in accordance with section 444G of the Corporations Act.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Deed:

Administration Implementation Deed means the deed of that name between the Company, the Administrators, the Deed Proponent and CJH dated or on around 21 December 2017.

Administration Liabilities means all amounts, debts, liabilities, actions, suits, proceedings, accounts, claims, damages, awards and judgments in respect of which the Administrators and Deed Administrators are entitled to be indemnified under clause 15.2 and includes Trading Liabilities.

Administration Period means the period of time commencing on the Appointment Date and concluding on the Commencement Date.

Administrators means Glen Kanevsky and Vaughan Strawbridge in their capacity as administrators of the Deed Companies and any successor to that office appointed pursuant to the Corporations Act.

Admitted Creditor means a person whose claim has been admitted in part or in whole by the Deed Administrators in accordance with the provisions of this Deed.

Appointment Date means 30 November 2017.

ASIC means the Australian Securities and Investment Commission.

ASX means, as the case requires, ASX Limited or the Australian Securities Exchange.

Available Cash means the cash which, as at 24 February 2018, stands to the credit of the Administration Companies (including in the Deed Administrators' Accounts and otherwise), and adjusted at Completion as follows (without double counting):

- (a) increase the Available Cash by the amount of all receipts of cash which relate to rights or claims of the Administration Companies which arose on or before 24 February 2018, and/or relate to services performed on or before 24 February 2018, provided that receipts/cash are received by the Administration Companies prior to Completion;
- (b) increase the Available Cash by the amount of all Paid Costs to the extent they were paid on or before 24 February 2018; and
- (c) decrease the Available Cash by the following amounts:
 - (i) Trading Liabilities incurred during or which relate to the period beginning on the Appointment Date and ending on 24 February 2018; and
 - (ii) all Employee Priority Claims of terminated employees which are paid on or prior to Completion,

in each case as determined by the Administrators and the Deed Proponent, and for the avoidance of doubt does not include approximately \$3,508,384 of cash which was swept by Westpac Banking Corporation on or around the Appointment Date.

Board means the board of directors of the Company, as constituted from time to time.

Business Day means a day that is not a Saturday, Sunday or public or bank holiday in New South Wales, Australia.

CJH means CJH Holdings Pty Ltd (ACN 072 733 567) as trustee for the CJH Family Trust.

Claim means all actions, claims, suits, causes of action, debt owing (whether then, now, in the future or contingently) by, or a claim subsisting against, a Deed Company in favour of a person irrespective of whether the debt or claim arose by virtue of contract, at law, in equity or otherwise and including (without limitation):

- (a) a claim sounding in damages;
- (b) a debt or claim arising pursuant to any guarantee;
- (c) a debt or claim of an Owner;
- (d) all debts or claims provable in a winding up of the Deed Company pursuant to section 553 of the Act; and
- (e) Continuing Lease Claims,

in each case arising out of any agreement, circumstance or event occurring before the Appointment Date but does not include an Excluded Claim.

Commencement Date means the date that this Deed is executed by the Deed Administrators, Deed Companies and the Deed Proponent.

Company Shareholders means the holders of the Shares as at the Record Date.

Completion means completion of the implementation steps in clauses 12.2 to 12.3.

Completion Date means the date on which the last of the steps to give effect to Completion has occurred.

Conditions Precedent means each of the conditions to Completion set out in clause 3.1.

Continuing Lease means:

- (a) each lease and licence to occupy specified in Schedule 2; and
- (b) each other lease and licence to occupy which is agreed to be a Continuing Lease by the Deed Administrators and the Deed Proponent.

Continuing Lease Claim means, in respect of a Continuing Lease, each action, claim, suit, cause of action, or a claim subsisting against, or debt owing by, a Deed Company, irrespective of whether the debt or claim arose by virtue of contract, at law, in equity or otherwise:

- (a) for an amount that was due and owing prior to the Appointment Date;
- (b) for an amount for rent and other amounts payable under the Continuing Lease in relation to the period that starts on the Appointment Date and ends on the date that is 5 business days after the Appointment Date;
- (c) which arises directly as a consequence of the Continuing Lease being varied pursuant to a Continuing Lease Variation,
- (d) arising from any event of default or breach by the relevant Deed Company of the Continuing Lease which occurred on or prior to the Commencement Date or which may occur during the DOCA Period, insofar as the counterparty to the Continuing Lease would be entitled to terminate the Continuing Lease or take possession of or otherwise recover the property the subject of the Continuing Lease (including for the avoidance of doubt, any event of default or breach relating to the appointment of administrators and/or deed administrators to the Deed Company); and
- (e) arising from any event of default or breach by the relevant Deed Company of the Continuing Lease which occurred due to the change of control of the Deed Company and/or the delisting of the Company from the ASX occurring as a consequence of Completion,

in each case unless the relevant Owner has agreed with the Deed Company and the Deed Proponent otherwise in writing in respect of that Continuing Lease.

Continuing Lease Variation means each proposed variation or amendment to a Continuing Lease which the Deed Administrators and the Deed Proponent agree is to be a "Continuing Lease Variation" for the purposes of this deed (and for the avoidance of doubt, may be documented

following the execution of the DOCA in the form and manner agreed between the Deed Administrators, the Deed Proponent and the counterparties to each such Continuing Lease).

Corporations Act means the *Corporations Act 2001* (Cth).

Corporations Regulations means the *Corporations Regulations 2001* (Cth).

Costs includes costs, charges, fees, government charges, taxes and expenses, including those incurred in connection with the performance of the Administrators' and Deed Administrators' duties, obligations and responsibilities under the Corporations Act and the Deed during the Administration Period and the DOCA Period, including those incurred in connection with advisors, but does not include any Administration Liabilities (except to the extent Administration Liabilities includes Remuneration and Costs).

Court means any court having jurisdiction to hear and determine matters under the Corporations Act.

Creditor means any person with either a Claim or an Excluded Claim.

Creditors' Trust means the trust to be established under the Creditors' Trust Deed.

Creditors' Trust Deed means the Orotongroup Creditors' Trust Deed to be entered into between each Deed Company and Glen Kanevsky and Vaughan Strawbridge in their capacities as joint and several trustees of each Deed Company, substantially in the form of that contained in Schedule 3, which creates the Creditors' Trust.

Damco means Damco Australia Pty Ltd (ACN 006 211 052).

Deed means this Deed of Company Arrangement, as amended from time to time and includes the recitals of and any schedule to this Deed of Company Arrangement.

Deed Administrators means, Glen Kanevsky and Vaughan Strawbridge in their capacity as administrators of this Deed and any successor to that office appointed pursuant to the Corporations Act.

Deed Administrators' Account means an Australian dollar denominated account operated and specified by the Deed Administrators for each Deed Company.

Deed Companies means the Company, OGLC, OGA, and **Deed Company** means any one of them.

Directors means the directors of the Deed Companies from time to time.

DOCA Period means the period commencing on the Commencement Date and ending on the DOCA Termination Date.

DOCA Termination Date means the date on which this Deed is terminated.

Employee means a person employed by a Deed Company as at the Appointment Date.

Employee Priority Claim means a Claim of an Employee, other than an Excluded Superannuation Debt, that would be entitled to be paid in priority to the payment of the other unsecured Claims under section 556 of the Corporations Act if the Deed Company was taken to be in liquidation on the Appointment Date.

Encumbrance means any of the following:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power, or title retention or flawed deposit arrangement and any 'security interest' as defined in sections 12(1) or (2) of the PPSA; or
- (b) the right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
- (c) right that a person (other than an owner) has to remove something from land, easement, public right of way, restrictive or positive covenant, lease or licence to use or occupy; or
- (d) third party right or interest or any right arising as a consequence of the enforcement of a judgment,

or any agreement to create any of them or allow them to exist.

Enforcement Process has the meaning given in the Corporations Act.

Excess Available Cash Amount means an amount equal to 50% of the amount by which the Available Cash exceeds 5.5m, provided that the Excess Available Cash Amount shall not exceed (and shall be capped at) \$1.25 million.

Excluded Claim means any:

- (a) Insured Claim;
- (b) Intra-Group Claim;
- (c) Claim (as that term is defined, but for the exception of Excluded Claim) in respect of which the Creditor has agreed in writing with the Administrators or Deed Administrators to not participate in distributions in the Trust Fund;
- (d) Claim (as that term is defined, but for the exception of Excluded Claim) of each Secured Creditor other than Damco;
- (e) Claim of Westpac Banking Corporation;
- (f) Claim (as that term is defined, but for the exception of Excluded Claim) arising under an Excluded Contract;
- (g) Claim (as that term is defined, but for the exception of Excluded Claim) arising under a Continuing Lease (other than a Continuing Lease Claim).

For the avoidance of doubt, an Excluded Claim does not include an Continuing Lease Claim.

Excluded Contract means each and any of the following:

- (a) any contract set out in Schedule 1, provided that prior to Completion the Creditor has not exercised any right to terminate the relevant contract or any other default right arising as a consequence of the appointment of the Administrators to a Deed Company, or any other insolvency event in respect of the Deed Company, or otherwise; and
- (b) any other contract which the Deed Administrators and the Deed Proponent agree in writing is an Excluded Contract,

Excluded Creditor means a Creditor in respect of an Excluded Claim.

Excluded Superannuation Debt means a Superannuation Contribution in respect of which the Deed Administrators make a determination under clause 11(d).

Fund Amount means an amount calculated as the aggregate of:

- (a) the sum of
 - (i) the Remaining Available Cash Amount; and
 - (ii) the Excess Cash Amount;less
 - (iii) Paid Costs; and
- (b) the Top Up Cash Amount.

Implementation Date means the fifth Business Day after the satisfaction or waiver of the Conditions Precedent in accordance with clause 3, or such other date as is agreed in writing between the Deed Administrators and the Deed Proponent before the end of that period.

Insolvency Practice Rules means the *Insolvency Practice Rules (Corporations) 2016* (Cth).

Insolvency Practice Schedule means Schedule 2 (the Insolvency Practice Schedule) to the Corporations Act.

Insured Claim means a Claim (as that term is defined, but for the exception of Excluded Claim) which a Creditor has against a Deed Company, which would have been entitled to priority in a liquidation of the Deed Company under section 562 of the Corporations Act, where:

- (a) the Claim is otherwise not an Excluded Claim;

- (b) that Deed Company is insured against the Claim under a contract of insurance (not being a contract of reinsurance) entered into before the Appointment Date; and
- (c) an amount in respect of that Claim would be payable by the insurer to the Deed Company under the contract of insurance,

but only to the extent of such part of the Claim as would be discharged by payment from the insurer and provided that the Creditor complies with the requirements of clause 10 in connection with such claim.

Intra-Group Claim means any Claim (as that term is defined, but for the exception of Excluded Claim) which a Deed Company has against any other Deed Company.

Legal Personal Representative means a trustee or executor appointed to the Deed Administrators upon death, incapacity, insanity or any combination of them.

Liability means any liability or obligation (whether actual, contingent or prospective), including for any Loss of whatever description irrespective of when the acts, events or things giving rise to the liability or obligation occurred.

Loss includes any loss, damage, cost, Claim, liability or expense.

Meeting means the meeting referred to in recital B of the Background.

Meeting Date means 29 March 2018.

Member has the meaning as defined in section 9 of the Corporations Act.

New Shareholder means the Deed Proponent or another person or entity notified by the Deed Proponent to the Administrators no later than five Business Days prior to the Implementation Date.

Officer has the meaning as defined in section 9 of the Corporations Act.

Owner means any person who is the legal or beneficial owner of property in the possession of the Deed Company at the date of execution of this Deed which includes a person with a retention of title claim over property in the possession of the Deed Company established to the satisfaction of the Deed Administrators.

Paid Costs means all Remuneration and Costs which have been incurred and paid during the period from the Appointment Date until the Completion Date and includes Remuneration and Costs paid in accordance with clause 15 (but excludes for the avoidance of doubt Remuneration and Costs which have been incurred but not paid).

PPSA means the *Personal Property Securities Act 2009* (Cth).

Prescribed Provisions means the provisions prescribed by section 444A(5) of the Corporations Act and as contained in Schedule 8A of the Corporations Regulations.

Record Date means the second Business Day after the satisfaction or waiver of all of the Conditions Precedent in clause 3.

Remaining Available Cash Amount means the Available Cash, provided that the Remaining Available Cash shall not exceed (and shall be capped at) \$5.5 million.

Remuneration means the remuneration payable to the Administrators or Deed Administrators for work performed by them, their partners, employees or agents with respect to acting as administrators of the Deed Companies or as administrators of this Deed as determined in accordance with clause 15.1 and section 60-5 of the Insolvency Practice Schedule.

Report to Creditors means the report to creditors of the Deed Companies provided by the Administrators pursuant to rule 75-225(3) of the Insolvency Practice Rules.

Section 439C Resolution means the resolution passed at the Meeting, as referred to in recital B of the Background.

Section 444GA Application means the application to be commenced in Court by the Deed Administrators to seek leave of the Court pursuant to section 444GA(1)(b) of the Corporations Act for the transfer of the Shares to the New Shareholder.

Section 444GA Order means an order of the Court granting the leave sought in the Section 444GA Application.

Secured Creditor means any Creditor holding a Security Interest over any property of the Administration Companies.

Security means any mortgage, chattel mortgage, caveat, pledge, charge, agreement, encumbrance, lien, right of set-off (arising otherwise than by operation of law or as a result of a banker's right to combine accounts) and assignment which provides for and secures the payment of any debt or monetary liability or the performance of any obligation and any 'security interest' as defined in subsections 12(1) or 12(2) of the PPSA.

Security Interest means any mortgage, charge, lien or pledge as security for the payment or repayment of a monetary obligation or the observance of any other obligation.

Share Register means the share register of the Company.

Share Transfer means a duly completed share transfer, executed on behalf of the Company Shareholders by the Deed Administrators.

Shares means all of the issued shares in the Company.

Subordinated Claim means a Claim which is a 'subordinate claim' as defined in section 563A(2) of the Corporations Act (as if references to 'a company' were references to 'a Deed Company'), except to the extent that that Claim is also an Insured Claim (in which case, for the purposes of this Deed and only to the extent that the Creditor is able to obtain payment from an insurer in accordance with clause 10 of this Deed, the Claim will be treated as an Insured Claim).

Subordinated Creditor means a Creditor in respect of and to the extent of that Creditor's Subordinated Claim.

Sunset Date means 30 May 2018 or such later date as is agreed in writing between the Deed Proponent and the Deed Administrators.

Superannuation Contribution means a contribution payable by a Deed Company to a fund for the purposes of making provision for, or obtaining, superannuation benefits for an Employee, or for dependents of such an Employee.

Superannuation Debt has the meaning given to that term in clause 11(d).

Superannuation Guarantee Charge means a charge imposed by the *Superannuation Guarantee Charge Act 1992* (Cth).

Top Up Cash Amount means the amount of \$5.25 million.

Trading Liabilities means all liabilities, costs and expenses of the Administrators incurred in connection with operating the business of the Administration Companies during the Administration Period, including in connection with the payment of suppliers for debts arising before the Appointment Date and which the Administrators or Deed Administrators determine need to be paid.

Trust means the OrotonGroup Creditors' Trust to be established under the Creditors' Trust Deed.

Trust Creditors means all Creditors other than Excluded Creditors and:

- (a) includes Employee Creditors to the extent that an Employee Creditor has an Employee Priority Claim which has not been paid in full under clause 11(a) of this Deed; and
- (b) includes the Administrators and Deed Administrators.

Trust Fund has the same meaning as under the Creditors' Trust Deed.

Trustees means the trustees of the OrotonGroup Creditors' Trust established under the Creditors' Trust Deed.

Trustees' Costs has the same meaning as under the Creditors' Trust Deed.

Trustees' Remuneration has the same meaning as under the Creditors' Trust Deed.

1.2 Interpretation

Unless expressed to the contrary, in this Deed:

- (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 put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) the Administrators, the Deed Administrators and Trustees means and includes them being appointed, acting and having the power to act jointly and severally;
 - (ii) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (iii) a person includes the person's Legal Personal Representatives, successors, assigns and persons substituted by novation;
 - (iv) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (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 New South Wales;
 - (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; and
 - (xii) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document;
- (g) 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; and
- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Object of this Deed

Pursuant to section 435A(b) of the Corporations Act this Deed seeks to achieve a better return to the Creditors of each of the Deed Companies than would exist in a winding up and to maximise the chances of the Deed Companies, or as much as possible of their business, continuing in existence.

3. Conditions precedent to Completion

3.1 Conditions Precedent

Completion is conditional upon all of the following conditions being satisfied or waived in accordance with this clause 3 on or prior to the Sunset Date:

- (a) ASIC grants such exemptions or modifications from Chapter 6 of the Corporations Act pursuant to section 655A of the Corporations Act as are necessary to permit the transfer of the Shares to the New Shareholder pursuant to section 444GA of the Corporations Act;
- (b) ASX grants any waiver that the Deed Proponent and the Deed Administrators agree are required in connection with the transfer of the Shares and the transactions contemplated by this Deed;
- (c) the Deed Administrators, the Deed Proponent and each Deed Company executing and exchanging the Creditors' Trust Deed;
- (d) a Court making a Section 444GA Order; and
- (e) the Deed Administrators, each relevant Deed Company or its subsidiary that is party to a Continuing Lease, and each Creditor that is party to a Continuing Lease, executing such documents as the Deed Proponent may require in order to give effect to the Continuing Lease Variations.

3.2 Obligation to satisfy Conditions Precedent

To the extent that it is within the relevant party's control, that party must use reasonable endeavours to ensure that the Conditions Precedent are satisfied.

3.3 Benefit and waiver of Conditions Precedent

- (a) The Conditions in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) are for the benefit of each Deed Company, the Deed Administrators and the Deed Proponent and non-satisfaction of them may only be waived (if capable of waiver) with the written consent of each Deed Company, the Deed Administrators and the Deed Proponent.
- (b) The Conditions in clause 3.1(e) are for the sole benefit of the Deed Proponent and any non-satisfaction of them may only be waived by the Deed Proponent by notice in writing to the Deed Administrators.

3.4 Consequences of non-satisfaction of the Conditions Precedent

If by the Sunset Date each of the Conditions Precedent is not satisfied or waived in accordance with clause 3.3, the Deed Proponent will cease to be bound by this Deed and the Deed Administrators will convene a meeting of Creditors to determine the future of each Deed Company.

4. Prescribed provisions

The Prescribed Provisions are expressly excluded from this Deed, except to the extent that they are expressly included.

5. Required provisions

To the extent that the Corporations Act requires any provision to be included in this Deed which is not expressly included in this Deed, such provision will be deemed to be included in this Deed, and all persons bound by this Deed agree to sign all documents and do all things necessary to include such a provision in this Deed, the costs of which will be borne by the Deed Companies.

6. Deed Administrators' Appointment

6.1 Effect of the Deed on the Officers

- (a) During the DOCA Period, unless authorised in writing by the Deed Administrators, the Directors and Officers of each Deed Company cannot perform or exercise, and must not purport to perform or exercise, a function or power as an Officer of a Deed Company.
- (b) During the DOCA Period, the Directors and Officers of each Deed Company must:
 - (i) co-operate with and assist the Deed Administrators in the performance by the Deed Administrators of their obligations under this Deed;
 - (ii) carry out and perform such operations, functions, powers and other matters as may be delegated to them by the Deed Administrators; and
 - (iii) perform their obligations pursuant to this Deed.

6.2 Effect of this Deed on Members

Until this Deed is terminated, any Member of a Deed Company and any Creditor holding any Encumbrance over any shares in a Deed Company (including the Shares) must not without the consent of the Deed Administrators transfer or deal with any shares in a Deed Company (including the Shares) or exercise shareholder rights over any shares in a Deed Company (including the Shares) in a way that is contrary to this Deed or the object of this Deed.

7. Moratorium and Release

7.1 Binding effect

Without limiting sections 444D and 444G of the Corporations Act this Deed binds:

- (a) each Creditor;
- (b) each Member; and
- (c) subject to clause 8 each Secured Creditor who voted in favour of it at the Meeting.

7.2 Moratorium

While this Deed remains in force, no Creditor, in relation to that Creditor's Claim, or Officer or Member, may:

- (a) make or concur in an application for an order to wind up a Deed Company;
- (b) proceed with such an application made before this Deed became binding on such person;
- (c) begin, revive or continue or take any further steps in any action, suit, mediation or proceeding against a Deed Company or in relation to any of its property;
- (d) begin, revive or continue or take any further steps in respect of any Enforcement Process in relation to a Deed Company's property;
- (e) commence, continue or take any additional step in any arbitration against a Deed Company or to which a Deed Company is a party;
- (f) exercise any right of set-off or defence, cross-claim or cross action to which that Creditor would not have been entitled had the Deed Company been wound up on the Appointment Date;
- (g) take any action whatsoever to seek to recover any part of its Claim from the Deed Company; or
- (h) otherwise enforce any right it may have or acquire against a Deed Company,

except, in the case only of clauses 7.2(c) and 7.2(d), with the leave of a Court and in accordance with such terms (if any) as a Court imposes. For the purposes of this clause 7.2, property includes property used or occupied by, or in the possession of, a Deed Company.

7.3 Release and discharge of Claims

Immediately upon and with effect from Completion and subject to clause 7.6 the Claims of all Creditors will be fully released and discharged.

7.4 Execution of all necessary documents

Each Creditor must, if required by the Deed Administrators, execute and deliver to the Deed Administrators such form of acknowledgement or release of any Claim as reflects the release and discharge of that Claim pursuant to clause 7.3.

7.5 Bar to Creditors' Claims

Subject to section 444D of the Corporations Act this Deed may be pleaded by a Deed Company or the Deed Administrators against any Creditor as an absolute bar and defence to any Claim to the extent that the Deed Company's liability has been released and discharged in relation to that Claim pursuant to clause 7.3.

7.6 Conversion of Claims

The Deed Administrators and the Creditors agree that, upon all Claims being released pursuant to clause 7.3, each Trust Creditor who had a Claim, will be entitled to make a claim against the Trust Fund, which is equal in amount to their released Claim.

7.7 Excluded Creditors

The Excluded Creditors are not entitled to participate in or receive any distribution from and will not prove to recover any Excluded Claim for the purposes of, or in relation to, the Trust Fund.

7.8 Subordinated Creditors

The Subordinated Creditors are not entitled to participate in or receive any distribution from and will not prove to recover any Claim for the purposes of, or in relation to, the Trust Fund.

8. Secured Creditors

- (a) Nothing in this Deed affects in any way the liabilities of the Deed Company to the Secured Creditors or the contractual relations between them in respect of their Security Interest to the extent permitted by section 444D(2) of the Corporations Act.
- (b) Subject to clause 8(c), each Secured Creditor who votes in favour of the Section 439C Resolution will be subject to the restrictions in clause 7.2 and must not do anything to permit, procure or facilitate any security trustee for that Secured Creditor (to the extent that one exists) to do anything inconsistent with the restrictions in clause 7.2.
- (c) The restrictions in clause 7.2 will cease to apply to a Secured Creditor who votes in favour of the Section 439C Resolution on the earliest to occur of the following:
 - (i) the Conditions Precedent are not satisfied within the period specified in clause 3.4 and
 - (ii) the termination of this Deed for any reason prior to Completion.

9. Owners of Property in the possession of the Deed Company

- (a) Nothing in this Deed will restrict a right that an Owner who does not vote in favour of the Section 439C Resolution has in relation to the property of that Owner under section 444D(3) of the Corporations Act.
- (b) An Owner of property in the possession of a Deed Company who is an Excluded Creditor or is party to a Continuing Lease in relation to the lease or other agreement affecting the relevant property and who votes in favour of the Section 439C Resolution:
 - (i) waives any event of default or breach by the relevant Deed Company of any agreement to which the Deed Company and the Owner is a party which occurred

on or prior to the Commencement Date or which may occur during the DOCA Period, insofar as the Owner would be entitled to terminate the agreement or take possession of or otherwise recover the property the subject of the agreement (including for the avoidance of doubt, any event of default or breach relating to the appointment of administrators and/or deed administrators to the Deed Company); and

- (ii) consents to the change of control of the Deed Company and the delisting of the Company from the ASX, occurring as a consequence of Completion.

10. Insured Claims

10.1 Rights of Creditors who have Claims covered by insurance

If insurance is held by or on behalf of a Deed Company in respect of an Insured Claim:

- (a) the Creditor may, in relation to its Insured Claim and notwithstanding that Completion has occurred, take action to recover the amount due in respect of the Claim against the Deed Company, but such action must not exceed what is necessary to obtain payment from the insurer;
- (b) to the extent that the Creditor is able, by settlement, arbitral award or judgment, to obtain payment from the insurer on account of the Insured Claim, the Creditor may retain that amount in full satisfaction of its Claim;
- (c) the Deed Company is not required to provide assistance to a Creditor in relation to a Claim under this clause or take action in response to enforcement action taken by a Creditor in accordance with this clause;
- (d) where a Creditor intends to take enforcement action in relation to a Claim under this clause:
 - (i) the Creditor must, prior to taking an enforcement action in relation to the Claim, provide the Deed Company with an indemnity in the form of Schedule 4 (**Creditor Indemnity**) prior to, and during, any enforcement action in relation to the Claim;
 - (ii) if requested by the Deed Company, provide the Deed Company with evidence, to the reasonable satisfaction of the Deed Company, that the Creditor will be (and will continue to be) in a financial position, or have access to sufficient funds, to enable it to satisfy the Creditor Indemnity; and
 - (iii) the Deed Company may plead this Deed as a bar to any enforcement action taken by a Creditor in relation to the Claim in circumstances where the Creditor has not, prior to commencing that enforcement action, given the Creditor Indemnity referred to in clause 11(d)(i) to the Deed Company.

10.2 Release of Insured Claims where payment not obtained from insurer

To the extent that the Creditor is unable to seek or obtain payment of its Insured Claim from the insurer (including, without limitation, by reason of any excess or deductible applicable to the insurance policy, or failure by the Deed Company to take action) this Deed operates as a complete release and bar to that part of the Creditor's Claim which has not been met by the insurer.

11. Employee Priority Claims

- (a) The Deed Administrators agree to pay all Employee Priority Claims which are due and payable on behalf of the Deed Companies as soon as practicable after execution of this Deed provided that the Deed Administrators have the funds available to make the payments.

- (b) The Deed Administrators agree to use all reasonable endeavours to procure the payment of all Employee Priority Claims which are due and payable before Completion.
- (c) For the purposes of section 444DA of the Corporations Act, any Employee will retain a priority until Completion in respect of the assets of the Deed Company under the Deed Administrators' control, and thereafter, in respect of the assets of the Trust Fund at least equal to that they would have been entitled to if the property of the Deed Company had been applied in accordance with sections 556, 560 and 561 of the Corporations Act.
- (d) For the purposes of section 444DB of the Corporations Act, the Deed Administrators (in their capacity as Trustees) must determine that a debt (or part thereof) by way of Superannuation Contribution (**Superannuation Debt**) is not admissible to proof as a Trust Creditor Claim if:
 - (i) that debt (or that part of the debt) by way of Superannuation Guarantee Charge:
 - (A) has been paid; or
 - (B) is, or is to be, admissible against the Deed Company; and
 - (ii) the Deed Administrators are satisfied that the Superannuation Guarantee Charge is attributable to the Superannuation Debt.
- (e) If the Deed Administrators make a determination in accordance with clause 11(d), the Superannuation Debt is to be treated as extinguished as against the Deed Company.

12. Implementation

12.1 Implementation steps

If the Conditions Precedent have been satisfied or waived in accordance with clause 3, the parties must take the steps specified in clauses 12.2 to 12.3.

12.2 Payments under this Deed

If the Conditions Precedent have been satisfied or waived in accordance with clause 3, on the Implementation Date, the Deed Proponent and the Deed Administrators must procure that the amounts specified below are paid and applied as follows:

- (a) the Top Up Cash Amount shall be paid by the Deed Proponent to the Deed Administrators and paid by them into one or more Deed Administrators' Accounts nominated by the Deed Administrators; and
- (b) an amount equal to the Fund Amount shall be paid by the Deed Administrators to the Trustees to comprise and be administered under the Trust as the Trust Fund.

12.3 Trading liabilities

- (a) Following Completion, the Deed Administrators may retain amounts standing to the credit of the Deed Administrators' Accounts to meet all Administration Liabilities (excluding Remuneration and Costs) until all such Administration Liabilities have been met.
- (b) To the extent an Administration Liability has been validly guaranteed by the Deed Proponent (and such guarantee is continuing), it will have been met for the purposes of clause 12.3.
- (c) The Deed Administrators must promptly pay to the account of the Company (or at the direction of the Company), any balance of the Deed Administrators' Account which exceeds the Deed Administrators' reasonable estimate of its unmet Administration Liabilities (excluding Remuneration and Costs).
- (d) The rights under this clause 12.3 are continuing and will endure for the benefit of the Legal Personal Representatives despite Completion, the removal of the Deed Administrators and the appointment of new Deed Administrators or the termination of the Deed for any reason whatsoever.

12.4 Transfer of Shares to the New Shareholder

If the Conditions Precedent have been satisfied or waived in accordance with clause 3, on the Implementation Date, the Deed Administrators must, pursuant to the Section 444GA Order, transfer the Shares to the New Shareholder free from any Encumbrances or Security by:

- (a) delivering to the New Shareholder the Share Transfer;
- (b) the New Shareholder duly executing the Share Transfer, attending to the stamping of the Share Transfer (if required) and delivering it to the Deed Administrators for registration; and
- (c) immediately following receipt of the executed Share Transfer from the New Shareholder, entering, or procuring the entry of, the name of the New Shareholder in the Share Register in respect of all the Shares transferred to the New Shareholder in accordance with this Deed.

12.5 Implementation steps to be simultaneous

- (a) The actions to take place as contemplated by clauses 12.2 and 12.4 are interdependent and must take place, as nearly as possible, simultaneously.
- (b) If any of the implementation steps in clauses 12.2 and 12.4 is not completed the Deed Administrators will either apply to the Court or convene a meeting of Creditors in accordance with clause 18.2.

13. Deed Administrators' Appointment

13.1 Role of Deed Administrators

This Deed will be administered by the Deed Administrators who have the powers, functions and duties conferred on the Deed Administrators by this Deed and the Corporations Act.

13.2 Deed Administrators are agents

In exercising the powers conferred by this Deed and carrying out the duties arising under this Deed, the Deed Administrators act as agent for and on behalf of each Deed Company.

13.3 Management

- (a) The Deed Administrators will retain day to day management and control of each Deed Company until the DOCA Termination Date to the exclusion of the Directors of each Deed Company.
- (b) Until Completion or the earlier termination of this Deed, the Deed Administrators must continue to manage the Deed Companies:
 - (i) in accordance with the Administration Implementation Deed; and
 - (ii) otherwise in the ordinary course of business, and must not dispose of any asset other than in the ordinary course of business provided that nothing in this clause will require the Deed Administrators to incur any expense or liability unless they are satisfied that they will be adequately indemnified under clause 15.2 in respect of that expense or liability.

13.4 Joint and several

The rights, powers and privileges of the Deed Administrators may be exercised by them jointly and severally.

13.5 Deed Administrators' resignation

Any Deed Administrator may resign at any time by giving not less than 14 days' prior written notice to the Deed Companies unless that resignation would result in there being no remaining Deed Administrator in which event the Deed Administrator must:

- (a) convene meetings of Creditors of each of the Deed Companies in accordance with clause 17 for the purpose of nominating a replacement deed administrator;
- (b) assign to a replacement deed administrator nominated by the Creditors the Deed Administrators' rights, title and benefit under this Deed;
- (c) do all things necessary to effect the assignment referred to in clause 13.5(b).

13.6 Limitation of the Deed Administrators' liability

- (a) Subject to the Corporations Act and to the extent permitted by law, in the performance or exercise, or purported performance or exercise of the Deed Administrators' functions, powers and duties under this Deed, except in the case of fraud, unlawful conduct or conduct contrary to the terms of this Deed, the Deed Administrators will not be personally liable for:
 - (i) any debt, liability or other obligation which the Deed Administrators may incur on behalf of the Deed Companies pursuant to this Deed; or
 - (ii) any loss or damage caused by any act, default or omission by the Deed Administrators or on behalf of the Deed Administrators in the performance of the Deed Administrators' powers, functions and duties under this Deed;
 - (iii) any debt payable or liabilities incurred by a Deed Company after the Commencement Date including any amounts payable by the Deed Administrators for services rendered, goods bought or property hired, leased, used or occupied by or on behalf of a Deed Company.
- (b) Subject to the Corporations Act and to the extent permitted by law, in the performance or exercise, or purported performance or exercise of any of the Administrators' functions, powers and duties in the Administration Period, except in the case of fraud or unlawful conduct, the Deed Administrators will not be personally liable for:
 - (i) any debt, liability or other obligation which the Administrators may incur on behalf of the Deed Companies in relation to the administration of a Deed Company; or
 - (ii) any loss or damage caused by any act, default or omission by the Administrators or on behalf of the Administrators in the performance of the Administrators' powers, functions and duties.

14. Powers of the Deed Administrators

During the operation of this Deed, the Deed Administrators will:

- (a) be responsible for the supervision and administration of this Deed;
- (b) have the rights, powers, privileges, authorities and discretions conferred by each of the Deed Companies' constitutions or otherwise by law on its Directors;
- (c) have all of the powers set out in clause 2 of the Prescribed Provisions; and
- (d) subject to clause 6.1(a), not be responsible for any statutory obligations that may continue to be imposed on the directors of each Deed Company during the operation of this Deed.

15. Deed Administrators' remuneration and indemnity

15.1 Remuneration

Subject to section 60-5 of the Insolvency Practice Schedule, the Deed Administrators, their partners and employees will be:

- (a) remunerated by each Deed Company in respect of any work done by them as voluntary administrators and as deed administrators at the hourly rates charged from time to time by the firm of which the Deed Administrators are partners or employees as set out in the Report to Creditors issued with their notice of the meeting of Creditors; and

- (b) reimbursed by each Deed Company in respect of all remuneration, costs and expenses incurred in connection with the performance of the Deed Administrators' duties, obligations and responsibilities as voluntary administrators and as deed administrators of each Deed Company (including their Remuneration and Costs).

15.2 Deed Administrators' indemnity

The Deed Administrators are entitled to be indemnified as voluntary administrators and deed administrators by each Deed Company and after Completion from the Trust Fund, for:

- (a) all debts, liabilities, actions, suits, proceedings, accounts, claims, damages, awards and judgments whatsoever arising out of or in any way connected to the administration of each Deed Company or their role as Administrators and incurred or sustained in good faith and without negligence;
- (b) any amount which the Administrators are, or would but for the transactions contemplated by this Deed be, entitled to be indemnified out of the assets of each Deed Company, for, in accordance with the Corporations Act, at law or in equity, including any amounts payable pursuant to section 443A, section 443B or section 443BA of the Corporations Act;
- (c) any debts, liabilities, damages, losses and remuneration to which the statutory indemnity under section 443D of the Corporations Act applies;
- (d) any amount for which the Administrators or Deed Administrators are entitled to exercise a lien at law or in equity on the property of each Deed Company;
- (e) the Deed Administrators' remuneration and costs and expenses; and
- (f) all debts, liabilities, actions, suits, proceedings, accounts, claims, damages, awards and judgments arising out of or in the course of the Deed and incurred or sustained in good faith and without negligence.

15.3 Continuing Indemnity

The indemnity in this Deed is a continuing indemnity and will endure for the benefit of the Legal Personal Representatives despite the removal of the Deed Administrators and the appointment of new Deed Administrators or the termination of the Deed for any reason whatsoever.

15.4 Indemnity not to be affected or prejudiced

The indemnity under clauses 15.2 and 15.3 will not:

- (a) be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Deed Administrators and extends to all actions, suits, proceedings, accounts, liabilities, claims and demands arising in any way out of any defect in the appointment of the Deed Administrators, the approval and execution of this Deed or otherwise; or
- (b) affect or prejudice all or any rights that the Deed Administrators may have against the Deed Companies or any other person to be indemnified against the costs, charges, expenses and liabilities incurred by the Deed Administrators of or incidental to the exercise or performance of any of the powers or authorities conferred on the Deed Administrators by this Deed or otherwise.

15.5 Deed Administrators' Lien

To secure the rights of indemnity under clause 15.2, the Deed Administrators have a lien over the assets of each Deed Company.

15.6 Priority

The Deed Administrators' right of indemnity under clause 15.2 and their lien under clause 15.5 have priority over the claims of all Creditors.

16. Reporting

Except as required by law, the Deed Administrators are not required to report to Creditors. However, the Deed Administrators may, in their absolute discretion, report to Creditors during the DOCA Period at such times as the Deed Administrators consider appropriate and on matters which the Deed Administrators consider ought to be brought to the attention of the Creditors.

17. Meetings of Creditors

17.1 How meeting convened

A meeting convened under this clause will be convened in the manner prescribed by the provisions of Division 75 of the Insolvency Practice Schedule and Division 75 of the Insolvency Practice Rules.

17.2 Meeting procedures

Except to the extent that the Corporations Act, Insolvency Practice Schedule and the Insolvency Practice Rules may be inconsistent with the provisions of this Deed, the provisions of Division 75 of the Insolvency Practice Schedule and Division 75 of the Insolvency Practice Rules apply to meetings of Creditors convened under this Deed.

18. Termination of this Deed

18.1 Termination on effectuation of Deed

This Deed will terminate on Completion.

18.2 Termination for failure of Deed

This Deed automatically terminates upon the happening of any one of the following events:

- (a) the Court makes an order terminating the Deed under section 445D of the Corporations Act; or
- (b) the creditors of each Deed Company with a Claim pass a resolution terminating this Deed at a meeting convened under the provisions of Division 75 of the Insolvency Practice Schedule and Division 75 of the Insolvency Practice Rules, by notice setting out the proposed resolution.

18.3 Consequences of termination

When this Deed terminates:

- (a) the powers, functions, duties, obligations and responsibilities of the Deed Administrators under this Deed will end; and
- (b) the Deed Administrators will be released and discharged from the office of Deed Administrators of this Deed and from all obligations, duties and responsibilities imposed upon the Deed Administrators by virtue of their appointment under this Deed.

18.4 Notice of Effectuation of Deed

Upon this Deed being wholly effectuated, the Deed Administrators or one of them must certify to that effect in writing and must as soon as practicable, lodge with ASIC a notice of termination of this Deed substantially in the following form in respect of each Deed Company:

"[We, Glen Kanevsky and Vaughan Strawbridge] of Deloitte, Level 9, Grosvenor Place, 225 George Street, Sydney NSW 2000 as Deed Administrators of the Deed of company arrangement pertaining to Orotongroup Limited (subject to deed of company arrangement) executed on [insert date], certify that this Deed has been wholly effectuated and the lodgement of this notice terminates this Deed."

18.5 Effect of Termination

In accordance with section 445H of the Corporations Act, the termination or avoidance, in whole or in part, of this Deed does not affect the previous operation of this Deed.

18.6 Consequences of Termination of the Deed for non-performance

Upon termination of the Deed under clause 18.2:

- (a) each Deed Company will be taken to have passed special resolutions under section 491 of the Corporations Act that the Deed Companies (respectively) be voluntarily wound up and that the Deed Administrators be the Deed Companies' liquidators;
- (b) section 446AA of the Corporations Act will apply; and
- (c) the Deed Companies will be wound up.

18.7 Survival of clauses

Despite any other provision of this Deed, clauses 3.3, 7.3, 7.5, 7.6, 7.7, 15.1, and 15.2 survive the termination of this Deed.

19. Deed Proponent Trustee Limitation of Liability

19.1 Capacity

The Deed Proponent enters into this Deed only in its capacity as trustee of the GJJ Family Trust (the **GJJ Family Trust**) and in no other capacity and no other party may:

- (a) sue the Deed Proponent personally;
- (b) seek the appointment of a liquidator, provisional liquidator, administrator or equivalent officer to the Deed Proponent or of a controller (as defined in section 9 of the Corporations Act) or equivalent officer to the property of the Deed Proponent; or
- (c) prove in any liquidation, administration or equivalent arrangement of or affecting the Deed Proponent.

19.2 Liability

Any Liability of the Deed Proponent arising under or in connection with this Deed (including all Liabilities arising in connection with any representation or warranty given in this Deed and all non-contractual liabilities and obligations arising out of or in connection with this Deed) is limited to the extent to which:

- (a) the Deed Proponent is indemnified for that Liability out of the assets of the GJJ Family Trust; and
- (b) the Liability can be satisfied out of the assets of the GJJ Family Trust.

Subject to clause 19.1, this limitation of the Deed Proponent's Liability applies despite any other provision of this Deed.

19.3 Where limitations do not apply

This clause 19 does not apply to any Liability of the Deed Proponent to the extent that the Liability is not satisfied because the extent of the Deed Proponent's right to be indemnified out of the assets of the GJJ Family Trust has been reduced by operation of law or under the terms of the deed governing the GJJ Family Trust as a result of the Deed Proponent's fraud, negligence, or breach of trust.

20. General provisions

20.1 Variation of this Deed by creditors

This Deed may be varied by a resolution of creditors but only if the variation is not materially different from a proposed variation set out in the notice of meeting.

20.2 Inconsistency with the Corporations Act etc.

If there is any inconsistency between this Deed and the Corporations Act, Corporations Regulations, the Insolvency Practice Schedule, or the Insolvency Practice Rules, this Deed prevails to the extent permitted by law.

20.3 Severance

- (a) Subject to clause 20.3(b) if a provision of this Deed is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this Deed.
- (b) Clause 20.3(a) does not apply if severing the provision:
 - (i) materially alters the:
 - (A) scope and nature of this Deed; or
 - (B) the relative commercial or financial positions of the parties; or
 - (ii) would be contrary to public policy.

20.4 This Deed prevails over constitution, contracts etc.

If there is any inconsistency between this Deed and the constitution of each Deed Company or any other obligations binding on the Deed Company, then this Deed prevails to the extent of that inconsistency, and all persons bound by this Deed agree to sign all documents and do all things necessary to remove such inconsistency, the costs of which will be borne by the Deed Companies.

20.5 Entire Deed

This Deed records the entire Deed of Company Arrangement entered into by the Deed Company and supersedes all previous negotiations and undertakings in relation to its subject matter and all summaries or outlines of its intended contents issued to Creditors.

20.6 Enforcement of Deed

The Creditors and each Deed Company each irrevocably appoint the Deed Administrators as their attorneys for the purpose of enforcing the terms of this Deed and, if necessary for that purpose, to commence and pursue Court proceedings.

20.7 Governing Law

This Deed is governed by the law in force in the State of New South Wales.

20.8 Counterparts

This Deed may be executed in counterparts. All executed counterparts constitute one document.

21. Notices

21.1 Service of notices

A notice, demand, consent, approval or communication under this Deed (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post, facsimile or email to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

21.2 Effective on receipt

A Notice given in accordance with clause 21.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, the second Business Day after the date of posting (or the seventh Business Day after the date of posting if posted to or from a place outside Australia); or
- (c) if sent by email, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

Schedule 1 – Excluded Contracts

No.	Counterparty	Contract
1.	Sunshades Eyewear Pty Ltd	Licence Agreement - Oroton Eyewear between OrotonGroup (Australia) Pty Limited and Sunshades Eyewear Pty Ltd dated on or around 14 July 2014, as amended, varied or supplemented from time to time.
2.	PCMS Group plc (company No. 1459419)	Master Agreement (Visionbean POS support and maintenance) and related work packet documents and service schedules (1 and 2) between OrotonGroup Limited and PCMS Group plc (company No. 1459419) dated 1 November 2017.
3.	Afterpay Pty Ltd	Afterpay Merchant Agreement between OrotonGroup (Australia) Pty Limited and Afterpay Pty Ltd dated 9 June 2017, as amended, varied or supplemented from time to time.
4.	salesforce.com Singapore Pte Ltd	Salesforce Terms and Conditions between OrotonGroup (Australia) Pty Limited and salesforce.com Singapore Pte Ltd dated on or around 11 October 2017 (for the period between 15 October 2017 to 14 October 2018).
5.	Fuji Xerox Australia Pty Ltd	Fuji Xerox Australia Docurent Agreement (REF R1000A4673) between OrotonGroup (Australia) Pty Limited and Fuji Xerox Australia Pty Ltd dated on or around 3 August 2016.
6.	Optus Mobile Pty Ltd	Optus Contract (mobile phones) between OrotonGroup (Australia) Pty Limited and Optus Mobile Pty Ltd dated 21 July 2017 (for the period 21 July 2017 to 20 July 2019).
7.	IBM Australia Limited	IBM Service Suite Supplement Contract between OrotonGroup (Australia) Pty Limited and IBM Australia Limited dated 14 September 2017 (for the period between 1 September 2018 to 31 August 2018).
8.	Web Active Corporation Pty Ltd	Eway Client Service Agreement between OrotonGroup (Australia) Pty Limited and Web Active Corporation Pty Ltd dated 16 August 2017 (for the period between 1 August 2017 to 30 September 2018).
9.	Givex Australia Pty Limited	Givex Australia Merchant Agreement between OrotonGroup (Australia) Pty Limited and Givex Australia Pty Limited dated 6 October 2016.

Schedule 2: Continuing Leases

No.	Oroton premises	Agreement
1.	Miscellaneous	Brand Partner Agreement between Myer Pty Ltd and OrotonGroup (Australia) Pty Limited, which is undated and commenced on 1 August 2016, as amended, varied or supplemented from time to time.
2.	Canberra, ACT	<p>Sublease between QIC Limited (in its capacity as trustee of Canberra Centre (No.2 Investment Trust)), Canberra Centre Investments Pty Ltd (in its capacity as trustee of the Canberra Centre Investment Trust), OrotonGroup (Australia) Pty Limited and OrotonGroup Limited, dated 24 October 2009, as amended, varied or supplemented from time to time including by a Deed of Extension and Variation of Lease dated 8 October 2014.</p> <p>Fitout Contribution Deed between QIC Limited (in its capacity as trustee of Canberra Centre (No.2 Investment Trust)), Canberra Centre Investments Pty Ltd (in its capacity as trustee of the Canberra Centre Investment Trust), OrotonGroup (Australia) Pty Limited and OrotonGroup Limited dated 24 October 2009, as amended, varied or supplemented from time to time.</p>
3.	Birkenhead Point, NSW	Lease between OrotonGroup (Australia) Pty Limited, Mirvac Retail Sub SPV Pty Limited (in its capacity as trustee of Mirvac Retail Sub Trust No.2) and Mirvac Capital Pty Limited (in its capacity as trustee of Mirvac Retail Sub Trust No.3), undated (commencement date of 1 August 2017), as amended, varied or supplemented from time to time.
4.	Bondi, NSW	<p>Lease between Scentre Management Limited (as trustee of the Bondi Junction Trust), Perpetual Trustee Company Limited (as custodian of the Bondi Junction Trust), OrotonGroup (Australia) Pty Limited and OrotonGroup Limited dated 10 December 2015.</p> <p>Fitout Deed between Scentre Management Limited (as trustee of the Bondi Junction Trust), Perpetual Trustee Company Limited (as custodian of the Bondi Junction Trust), OrotonGroup (Australia) Pty Limited and OrotonGroup Limited dated 10 December 2015.</p> <p>Letter between Scentre Shopping Centre Management Pty Limited and OrotonGroup (Australia) Pty Limited dated 12 July 2016 (executed 13 July 2016).</p>
5.	Burwood, NSW	Lease between RE1 Limited (as responsible entity of Westfield Retail Trust 1), Scentre Management Ltd (as responsible entity of the Westfield Retail Trust), P.T. Limited (as custodian of Westfield Retail Trust 1 and Westfield Trust), OrotonGroup (Australia) Pty Limited and OrotonGroup Limited dated 10 February 2014.
6.	Castle Towers, NSW	<p>Lease between OrotonGroup (Australia) Pty Limited and QIC Limited dated 21 August 2012 (commencement date of 27 April 2012).</p> <p>Fitout Agreement between OrotonGroup (Australia) Pty Limited and QIC Limited dated 21 August 2012.</p>

No.	Oroton premises	Agreement
7.	Chatswood Chase, NSW	Lease between CC No.1 Pty Limited (as trustee of the No.1 Trust), CC No.2 Pty Limited (as trustee of the No.2 Trust), Vicinity Centres PM Pty Ltd, OrotonGroup (Australia) Pty Limited and OrotonGroup Limited, dated 23 May 2014 (commencement date 1 August 2013), as amended, varied or supplemented from time to time.
8.	Homebush, NSW	<p>Lease between Perpetual Limited (as custodian of CFS Retail Property Trust 1), Vicinity Funds RE Ltd (as responsible entity of CFS Retail Property Trust 1), OrotonGroup (Australia) Pty Limited and OrotonGroup Limited dated 10 February 2014 as amended or supplemented from time to time.</p> <p>Lease Incentive and Relocation Compensation Deed between Perpetual Limited (as custodian of CFS Retail Property Trust 1), Vicinity Funds RE Ltd (as responsible entity of CFS Retail Property Trust 1), OrotonGroup (Australia) Pty Limited and OrotonGroup Limited dated 10 February 2014 as amended or supplemented from time to time.</p>
9.	Hornsby, NSW	Lease between Perpetual Trustees W.A Limited (in its capacity as trustee of Scentre Northgate Trust), OrotonGroup (Australia) Pty Limited and OrotonGroup Limited, dated 27 January 2017 (commencement date of 26 September 2016).
10.	Kotara, NSW	Lease between Scentre Custodian Pty Limited (as trustee of the VIC Shopping Centre Trust), OrotonGroup (Australia) Pty Limited and OrotonGroup Limited, dated 16 August 2017 (commencement date of 4 April 2017).
11.	Liverpool, NSW	Lease between Gazcorp Pty Ltd and OrotonGroup (Australia) Pty Limited, undated (commencement date of 5 December 2016).
12.	Macquarie Centre, NSW	Lease between AMP Macquarie Pty Limited (as trustee of the AMP Macquarie Trust), ACPP Retail Pty Limited (as trustee of ACPP Retail Pty Limited), AMP Capital Funds Management Limited (as trustee of AMP Capital Shopping Centre Fund) and OrotonGroup (Australia) Pty Limited dated 18 December 2014.
13.	Miranda, NSW	Lease between P.T Limited (as custodian of Scentre Group Trust 1), Perpetual Trustee Company Limited (as custodian of Dexus Wholesale Property Fund), Dexus Wholesale Property Limited (as responsible entity of Dexus Wholesale Property Fund), RE1 Limited (as responsible entity of Scentre Group Trust 2), Scentre Management Ltd (as responsible entity of Scentre Group Trust 1), OrotonGroup (Australia) Pty Limited and OrotonGroup Limited dated 13 November 2014.
14.	Parramatta, NSW	Lease between P.T Limited (as custodian of Scentre Group Trust 1), Scentre Management Ltd (as responsible entity of Scentre Group Trust 1), the Trust Company (Australia) Limited (as trustee of the Rose Hill Number 4 Sub Trust), RE1 Limited (as responsible entity of Scentre Group Trust 2), OrotonGroup (Australia) Pty Limited and OrotonGroup Limited dated 22 February 2017.
15.	QVB, NSW	<p>Lease between Ipoh Pty Limited, OrotonGroup (Australia) Pty Limited and OrotonGroup Limited dated 8 July 2014.</p> <p>Deed of Incentive between Ipoh Pty Limited, OrotonGroup (Australia) Pty Ltd and OrotonGroup Limited dated 8 July 2014.</p>
16.	Domestic Terminal, Sydney (Kingsford-Smith) Airport,	Deed of Extension and Variation of Lease between Sydney Airport Corporation Limited, OrotonGroup (Australia) Pty Limited and OrotonGroup Limited dated on or approximately July 2016.

No.	Oroton premises	Agreement
	NSW	
17.	International Terminal, Sydney (Kingsford-Smith) Airport, NSW	Sublease between Sydney Airport Corporation Limited, OrotonGroup (Australia) Pty Limited and OrotonGroup Limited dated 20 January 2016.
18.	Warringah Mall, NSW	Lease between AMP Warringah Mall Pty Limited (as trustee for the Warringah Mall Trust), Scentre Management Ltd (as trustee of the WestArt Trust), OrotonGroup (Australia) Pty Limited and OrotonGroup Limited which is undated. Fitout Deed between AMP Warringah Mall Pty Limited (as trustee for the Warringah Mall Trust), Scentre Management Ltd (as trustee of the WestArt Trust), OrotonGroup (Australia) Pty Limited and OrotonGroup Limited which is undated.
19.	Westfield Sydney, NSW	Lease between Scentre Management Ltd (as trustee of Scentre Sub-Trust G), RE Nominee Company Pty Limited (Sydney Investment Trust), OrotonGroup (Australia) Pty Limited and OrotonGroup Limited dated 11 October 2017.
20.	DFO Cairns, QLD	Lease between Sentinel DFO Cairns Pty Ltd (as trustee of the Sentinel DFO Cairns Trust) and OrotonGroup (Australia) Pty Limited dated 21 March 2017.
21.	Carindale, QLD	Lease between Lend Lease Real Estate Investments Limited (as trustee of the SMRP Fund), Scentre Management Limited (as responsible entity of the Carindale Property Trust), OrotonGroup (Australia) Pty Limited and OrotonGroup Limited dated 27 November 2012, as amended, varied or supplemented from time to time.
22.	DFO Brisbane, QLD	Lease between Vicinity Custodian Pty Ltd (as trustee of the DFO Brisbane Trust), OrotonGroup (Australia) Pty Limited and OrotonGroup Limited which is undated (commencing 25 October 2017), as varied, amended or supplemented from time to time.
23.	Harbour Town Goldcoast, QLD	Lease between Lend Lease Funds Management Limited (as trustee for Harbour Town Gold Coast Trust), Lewiac Pty Limited and OrotonGroup (Australia) Pty Limited dated 24 June 2011.
24.	Indooroopilly, QLD	Lease between Commonwealth Superannuation Corporation (as trustee for the PSS/CSS A Property Trust and Aria Property Fund) and OrotonGroup (Australia) Pty Limited dated 21 July 2015.
25.	Pacific Fair, QLD	Lease between AMP Pacific Fair Pty Limited (as trustee for AMP Pacific Fair Trust), AMP Capital Funds Management Limited (as responsible entity for AMP Capital Diversified Property Fund) and OrotonGroup (Australia) Pty Limited dated 12 March 2015.
26.	Robina, QLD	Lease between QIC Robina Pty Ltd (as trustee of the QIC Robina Trust), OrotonGroup (Australia) Pty Limited and OrotonGroup Limited, dated 11 September 2015, as amended, varied or supplemented from time to time.
27.	Burnside, SA	Lease between Burnside Village Pty Ltd and OrotonGroup (Australia) Pty Limited dated 4 August 2016.
28.	Adelaide Gawler Place, SA	Lease between Karymall Pty Ltd, OrotonGroup (Australia) Pty Limited and OrotonGroup Limited which is undated (commencing 1 April 2015).
29.	Harbourtown Adelaide, SA	Memorandum of sub-underlease between Airport West Pty Ltd and OrotonGroup (Australia) Pty Limited dated 22 July 2014.
30.	Marion, SA	Lease between P.T Limited, Lend Lease Real Estate Investments Limited (as responsible entity of the Australian Prime Property Fund (Retail)) OrotonGroup

No.	Oroton premises	Agreement
		(Australia) Pty Limited and OrotonGroup Limited dated 19 December 2010, as amended, varied or supplemented from time to time.
31.	Chadstone, VIC	Lease (815402) between Perpetual Limited (as custodian of the Vicinity NVN Trust), Bridgehead Pty Limited, Vicinity Funds RE Limited (as responsible entity of Vicinity NVN Trust), OrotonGroup (Australia) Pty Ltd and OrotonGroup Limited which is undated, as amended, varied or supplemented from time to time.
32.	Doncaster, VIC	Lease between P.T Limited (as trustee of the W.D. Trust), Doncaster Shopping Centre Pty Ltd (as trustee for the Doncaster Shopping Centre Trust), ISPT Pty Ltd (in its capacity as trustee of the ISPT Doncaster Shopping Centre Trust), OrotonGroup (Australia) Pty Limited and OrotonGroup Limited dated 21 September 2016, as amended, varied or supplemented from time to time.
33.	Eastland, VIC	Lease between Eastland Property Holdings Pty Ltd (as trustee of the Eastland Shopping Centre Trust) and OrotonGroup (Australia) Pty Ltd dated which is 18 January 2016, as amended, varied or supplemented from time to time. Rent Credit Deed between Eastland Property Holdings Pty Ltd (as trustee of the Eastland Shopping Centre Trust) and OrotonGroup (Australia) Pty Ltd dated 18 January 2016, as amended, varied or supplemented from time to time.
34.	Emporium, VIC	Lease between Reco Moomba Pty Ltd (as trustee of the Melbourne CBD Retail Trust), Vicinity Funds Management Pty Ltd (as trustee of The Bourke and Lonsdale Trust), OrotonGroup (Australia) Pty Ltd and OrotonGroup Limited dated 25 June 2014.
35.	Essendon, VIC	Lease between Perpetual Limited (as custodian of Vicinity NVN Trust), Vicinity Funds RE Ltd (as responsible entity of Vicinity NVN Trust), OrotonGroup (Australia) Pty Ltd and OrotonGroup Limited dated 10 August 2016.
36.	Highpoint, VIC	Lease between Highpoint Shopping Centres Pty Limited, GPT Funds Management Limited (as trustee of the GPT Retail Subsidiary Trust), OrotonGroup (Australia) Pty Ltd and OrotonGroup Limited dated 1 March 2013.
37.	Moorabin, VIC	Licence between Perpetual Limited (in its capacity as custodian of the Vicinity NVN Trust), Vicinity Funds RE Ltd (as trustee of the Vicinity NVN Trust), OrotonGroup (Australia) Pty Ltd and OrotonGroup Limited, undated (commencement date of 23 August 2017).
38.	Nunawading, VIC	Lease between Commercial Property Corporation Pty Ltd, OrotonGroup (Australia) Pty Ltd and OrotonGroup Limited dated 3 September 2009, as varied, amended or supplemented from time to time (including by the renewal and variations dated 1 June 2012 and 1 July 2015).
39.	Garden City, WA	Instrument of Lease between AMP Capital Funds Management Limited (as responsible entity of AMP Capital Diversified Property Fund), OrotonGroup (Australia) Pty Ltd and OrotonGroup Limited dated 18 June 2015, as varied, amended or supplemented from time
40.	Watertown, WA	Lease between Far East Harbour Town Pty Ltd and OrotonGroup (Australia) Pty Ltd dated 4 September 2017 as amended, extended, varied or supplemented from time to time.

Schedule 3 – OrotonGroup Creditors' Trust Deed

Schedule 4 – Creditor Indemnity

To: [insert name of Deed Company] (Company)

INDEMNITY IN RELATION TO INSURED CLAIM

I/We [insert creditor name] refer to the deed of company arrangement in respect of the Company (DOCA) dated [insert date].

I/We wish to take legal proceedings to enforce a Claim under clause 10 of the DOCA (**Insured Claim**) against the Company. The Insured Claim is [insert full description].

I/We irrevocably and unconditionally indemnify the Company against any costs, expenses, judgments (including but not limited to any judgment or order obtained by me/us against the Company, or any amounts required to be paid by the Company in connection with any judgment or order), suits or actions incurred directly or indirectly as a consequence of commencing legal proceedings in relation to the Insured Claim (**Costs**) to the extent that the Company is not indemnified for such costs pursuant to a contract of insurance entered into before 30 November 2017 or such Costs are not otherwise paid by the Company's insurer.

I/We confirm our agreement to be bound by the terms of clause 10 of the DOCA in respect of the Insured Claim.

Dated: [insert date]

Executed as a deed poll in favour of [insert name of Deed Company].

Signed sealed and delivered for and on behalf of

[Creditor name]

by its duly authorised representative
in the presence of:

Signature of witness

Signature of authorised representative

Name of witness (please print)

Name of authorised representative
(please print)

Signing page

EXECUTED as a deed.

Executed by Glen Kanevsky in the presence of

Signature of witness

Glen Kanevsky

Name of witness (print)

Executed by Vaughan Strawbridge in the presence of

Signature of witness

Vaughan Strawbridge

Name of witness (print)

Executed for and on behalf of **OrotonGroup Limited** (Administrators appointed) by Glen Kanevsky and Vaughan Strawbridge in their capacities as joint and several Administrators, in the presence of

Signature of witness

Glen Kanevsky

Name of witness (print)

Signature of witness

Vaughan Strawbridge

Name of witness (print)

Executed for and on behalf of **OrotonGroup (Licence Company) Pty Ltd** (Administrators appointed) by Glen Kanevsky and Vaughan Strawbridge in their capacities as joint and several Administrators, in the presence of

Signature of witness

Glen Kanevsky

Name of witness (print)

Signature of witness

Vaughan Strawbridge

Name of witness (print)

Executed for and on behalf of **OrotonGroup (Australia) Pty Ltd** (Administrators appointed) by Glen Kanevsky and Vaughan Strawbridge in their capacities as joint and several Administrators, in the presence of

Signature of witness

Glen Kanevsky

Name of witness (print)

Signature of witness

Vaughan Strawbridge

Name of witness (print)

Executed by Manderrah Pty Ltd as trustee for
the GJJ Family Trust by its attorney in the
presence of

Signature of witness

Signature of attorney

Name of witness (print)

Name of attorney (print)



ORL Creditors' Trust Deed

Glen Kanevsky and Vaughan Strawbridge in their capacity as joint and several Deed Administrators of the Deed Companies (**Trustees**)

Oroton Group Limited (Subject to Deed of Company Arrangement) (**Company**)

OrotonGroup (Licence Company) Pty Ltd (Subject to Deed of Company Arrangement) (**OGLC**)

Oroton Group (Australia) Pty Ltd (Subject to Deed of Company Arrangement) (**OGA**)

Manderrah Pty Ltd as trustee for the GJJ Family Trust (**Deed Proponent**)

ORL Creditors' Trust Deed

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Details

Date **[insert date]**

Parties

Name Glen Kanevsky and Vaughan Strawbridge in their capacity as joint and several Deed Administrators of the Deed Companies
Short form name **Trustees**
Notice details Deloitte
Level 9, Grosvenor Place
Sydney NSW 2000
Email: gkanevsky@deloitte.com.au; vastrawbridge@deloitte.com.au
Attention: The Deed Administrators of OrotonGroup Limited (Subject to Deed of Company Arrangement)

Name **OrotonGroup Limited** (Subject to Deed of Company Arrangement)
ABN 14 000 038 675
Short form name **Company**
Notice details c/- Glen Kanevsky and Vaughan Strawbridge as Deed Administrators
Deloitte
Level 9, Grosvenor Place
Sydney NSW 2000
Email: gkanevsky@deloitte.com.au; vastrawbridge@deloitte.com.au
Attention: The Deed Administrators of OrotonGroup Limited (Subject to Deed of Company Arrangement)

Name **OrotonGroup (Licence Company) Pty Ltd** (Subject to Deed of Company Arrangement)
ABN 50 166 068 695
Short form name **OGLC**
Notice details c/- Glen Kanevsky and Vaughan Strawbridge as Deed Administrators
Deloitte
Level 9, Grosvenor Place
Sydney NSW 2000
Email: gkanevsky@deloitte.com.au; vastrawbridge@deloitte.com.au
Attention: The Deed Administrators of OrotonGroup Limited (Subject to Deed of Company Arrangement)

Name **OrotonGroup (Australia) Pty Ltd** (Subject to Deed of Company Arrangement)

ABN 31 000 704 129

Short form name **OGA**

Notice details c/- Glen Kanevsky and Vaughan Strawbridge as Deed Administrators
Deloitte
Level 9, Grosvenor Place
Sydney NSW 2000
Email: gkanevsky@deloitte.com.au; vastrawbridge@deloitte.com.au
Attention: The Deed Administrators of OrotonGroup Limited (Subject to Deed of Company Arrangement)

Name **Manderrah Pty Ltd** as trustee for the GJJ Family Trust

ABN 19 111 080 356

Short form name **Deed Proponent**

Notice details Level 10, Hudson House, 131 Macquarie Street, Sydney NSW 2000
Email: mmoses@caledonia.com.au
Attention: Matthew Moses

With a copy to:
MinterEllison
Governor Macquarie Tower, 1 Farrer Place, Sydney NSW 2000
Email: michael.gajic@minterellison.com; michael.hughes@minterellison.com
Attention: Michael Gajic and Michael Hughes

Background

- A On the Appointment Date the Administrators were appointed as administrators of each Deed Company pursuant to Part 5.3A of the Corporations Act.
- B At meetings held on [insert] and convened pursuant to section 439A of the Corporations Act the Creditors of each Deed Company resolved that each of them execute a deed of company arrangement under section 444B(2)(b) of the Corporations Act.
- C On [date], the Deed Administrators and the Deed Companies executed the DOCA pursuant to section 444B(2)(b) of the Corporations Act.
- D The Fund Amount will be transferred to the Trustees to settle the Creditors' Trust in accordance with clause 12.2 of the DOCA.
- E Each Deed Company and the Trustees enter into this Deed as contemplated by the DOCA in order to facilitate a distribution of the Trust Fund by the Trustees to the Trust Creditors in their capacity as beneficiaries.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

The meanings of the terms used in this Deed are set out below. Otherwise, terms used in this Deed that are not set out below have the meaning set out in the DOCA.

Admitted Claim means the Claim of any Trust Creditor admitted by the Trustees after adjudication in accordance with clause 6 of this Deed.

Deed means this creditors' trust deed as amended from time to time.

Dividend means any amount paid to a Trust Creditor in respect of that creditors' Admitted Claim.

DOCA means the deed of company arrangement executed by the Deed Companies, the Deed Administrators and the Deed Proponent on or about the date of this Deed.

Final Dividend means the last Dividend payment to be made by the Trustees to any Trust Creditor under this Deed.

GST has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Indemnity means the indemnity in clauses 15.2 – 15.5 of the DOCA and clause 9 of this Deed.

Scheduled Rates means the rates set out in Schedule 1 of this Deed.

Termination Date means the date on which the Trust terminates in accordance with clause 13.

Trust Creditor's Claim means a Claim of a Trust Creditor.

Trustee Act means the *Trustee Act 1925* (NSW).

Trustees means, jointly and severally, Vaughan Strawbridge and Glen Kanevsky, in their capacity as trustees of the Trust and any successor to that office appointed pursuant to the Trustee Act.

Trustees' Costs means the costs, charges and expenses, incurred by the Trustees in connection with the performance of their duties, obligations and responsibilities as trustees of the Trust, including those incurred in connection with advisers.

Trust Fund means the trust fund contemplated by the DOCA and established under this Deed.

Trustees' Remuneration means the remuneration of the Trustees referred to in clause 8.

1.2 Interpretation

Unless expressed to the contrary, in this Deed:

- (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 put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) the Administrators, Deed Administrators and Trustees means and includes them being appointed, acting and having the power to act jointly and severally;
 - (ii) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (iii) a person includes the person's Legal Personal Representatives, successors, assigns and persons substituted by novation;

- (iv) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (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 New South Wales;
 - (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; and
 - (xii) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document;
- (g) 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; and
- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

1.4 Inconsistency with Corporations Act or Corporations Regulations

If there is any inconsistency between the provisions of this Deed and the Corporations Act or Corporations Regulations, this Deed shall prevail to the extent permitted by law.

1.5 Other inconsistencies

If there is any inconsistency between the provisions of this Deed and the constitution of the Deed Companies and any other obligation binding on the Deed Companies, the provisions of this Deed shall prevail to the extent of the inconsistency, and all persons bound by this Deed agree to sign all documents and do all things necessary to remove such inconsistency, the costs of which shall be borne by the Deed Companies.

2. Payment of Trust Fund

The Deed Companies shall pay or have paid the Fund Amount to the Trustees in accordance with clause 12.2 of the DOCA.

3. Declaration of Trust

3.1 Declaration

The Trustees acknowledge and declare that the Fund Amount will be held on trust by the Trustees as follows (and in each case to the relevant extent):

- (a) for the Trust Creditors; and
- (b) for any surplus remaining in the Trustees' hands after all other proper payments, for the Deed Companies,

on the terms in this Deed.

3.2 Name of Trust

The trust constituted by this Deed will be called the OrotonGroup Creditors' Trust.

3.3 Trustees' powers

Without limiting the powers that the Trustees have by operation of the Trustee Act, for the purposes of administering the trust created by this Deed, the Trustees have the following powers:

- (a) to administer the Trust Fund in accordance with the provisions set out in the DOCA and this Deed;
- (b) to fulfil the Trustees' obligations in accordance with the terms of this Deed;
- (c) to sell, re-invest or otherwise deal with the assets of the Trust Fund;
- (d) to perfect title in any assets of the Trust Fund;
- (e) to insure any assets of the Trust Fund;
- (f) to, at any time, call meetings of the Creditors for the purpose of considering the variation or termination of this Deed in accordance with the provisions of this Deed;
- (g) to admit Claims to proof in accordance with the provisions of the DOCA and this Deed;
- (h) to determine Admitted Claims and then to pay Dividends in accordance with the terms of this Deed;
- (i) to act as attorney for the Deed Companies or any other person for any purpose associated with the Trust or this Trust Fund;
- (j) to enforce compliance with the terms of this Deed;
- (k) to accept the transfer of any shares, stocks, debentures, debenture stock, annuities, bonds, obligations or other securities of whatever nature that may at any time be transferred to it;
- (l) to enter upon or take possession of the Trust Fund and to collect the revenue or income from or interest on the Trust Fund and exercise any rights or powers relating to any part of the Trust Fund;
- (m) to bring, prosecute and defend any claim, action, suit or proceeding, which power includes the power to bring and defend any claim, counter-claim, set-off, action, suit or proceeding in either of the Deed Companies names or (after assignment) in the Trustees' name, to enforce any right, claim or cause of action that forms part of the Trust Fund, and to that end:
 - (i) to issue or accept service of any writ, summons or other legal process and to appear or be represented in any court and before all wardens, magistrates or judicial or other officers as the Trustees think fit and to commence or defend and conduct any action or other proceeding in any court of justice in relation to the Trust Fund and any claim, proceeding or action forming part of the Trust Fund and to prosecute, discontinue, compromise, stay, terminate or abandon that proceeding or action as the Trustees think fit;
 - (ii) to appoint any solicitor and counsel to prosecute or defend in those proceedings as occasion may require; and
 - (iii) to take any other lawful ways and means for the recovering or getting in any of the Trust Fund;
- (n) to convene and hold meetings of the Trust Creditors for any purpose as the Trustees consider fit;
- (o) to permit any person authorised by the Trustees to operate any account in the name of the Creditors' Trust;
- (p) to do all acts and execute in the name and on behalf of the Creditors' Trust all deeds, receipts and other documents;
- (q) to draw, accept, make or endorse any bill of exchange or promissory note in the name and on behalf of the Creditors' Trust;

- (r) subject to the Corporations Act, to prove in the winding up of or under any scheme of arrangement entered into by, or deed of company arrangement executed by, any contributory or debtor of the Creditors' Trust;
- (s) to bring or defend an application for the vesting or winding up of the Creditors' Trust;
- (t) to report to the Trust Creditors from time to time;
- (u) to make interim or other distributions of the Trust Fund;
- (v) to appoint agents to do any business or attend to any matter or affairs of the Creditors' Trust that the Trustees are unable to do, or that it is unreasonable to expect the Trustees to do, in person;
- (w) to appoint a solicitor, accountant or other professionally qualified person to assist the Trustees;
- (x) to compromise any claim, action, suit or proceeding brought by or against the Trustees on such terms as the Trustees consider fit, which power includes the power to compromise any claim, action, suit or proceeding referred to in paragraph (m) of this clause;
- (y) to provision for and set aside a sum or sums equal to an amount which the Trustees reasonably anticipate may be payable in respect of any tax, including income tax, capital gains tax or GST;
- (z) to do anything incidental to exercising a power set out in this Deed; and
- (aa) to do anything else that is necessary or convenient for administering the Creditors' Trust.

4. Trust Fund

4.1 Trust Fund

The Trust Fund shall be comprised of the Fund Amount.

4.2 Trust Deed

The Trust Fund is to be held by the Trustees for the benefit of the Trust Creditors on the terms of this Deed.

4.3 Distribution of the Trust Fund

- (a) Provided that each Trust Creditor has an Admitted Claim, the Trust Fund will be available for distribution to the Trust Creditors as follows:
 - (i) first, to the Trustees in satisfaction of the Trustees' Costs (which may include an amount of the Trustees' Costs which it is estimated will be incurred by the Trustees up to the Termination Date);
 - (ii) next, to the Administrators or Deed Administrators for any amount which the Administrators are entitled to be paid or indemnified for under clause 15.1 or 15.2 of the DOCA but which have not been paid or discharged;
 - (iii) to the relevant Employee, the amount of any Employee Priority Claim;
 - (iv) next, to each other Trust Creditor, on a pro-rata basis in accordance with the dollar value of the Admitted Claims of those Trust Creditors.
- (b) For the avoidance of doubt, no distributions will be made in respect of a Trust Creditor's Claim unless that Trust Creditor's Claim is an Admitted Claim.
- (c) The Trustees may distribute the Trust Fund at such times as the Trustees consider, in their absolute discretion, is appropriate and feasible to do so, including making distributions under any lower ranking subclause in this clause 4.3, in advance of making any payments under any higher ranking subclause on that basis that they have retained sufficient funds to ensure that payments to be made under those higher ranking subclauses will be made when the time comes to do so.

4.4 Multiple Claims arising from the same circumstances

If a Trust Creditor is a creditor of two or more Deed Companies in respect of Admitted Claims arising from the same circumstances (for example, where one Deed Company is a guarantor or co-obligor of an obligation or debt owing by another Deed Company is a guarantor of an obligation or debt owed by another Deed Company), then the Trust Creditor is only entitled to receive a distribution for one of those Admitted Claims, and where they are for different amounts, for the largest of those Admitted Claims.

4.5 Unclaimed money

In the event that there is a remaining balance of any distribution of trust property to Trust Creditors which has remained under the control of the Trustees and has been unclaimed for more than 6 months after the day on which the Trustees declare their intention to distribute a Final Dividend in accordance with this Deed, the unclaimed moneys shall be paid by the Trustee to Revenue NSW in accordance with the Trustee's obligations in respect of unclaimed moneys.

4.6 Surplus in the Trust Fund

In the event that there is:

- (a) a surplus or balance in the Trust Fund after the Trust Creditors have received 100 cents in the dollar on their Admitted Claims; and
- (b) the Trustees have not made and do not apprehend that they will make a claim on the Indemnity,

such surplus or balance shall be paid by the Trustees to the Deed Companies.

4.7 Postponement

Should proceedings be brought by any person in respect of the distribution of the Trust Fund and the Trustees have not made and do not apprehend that they will make a claim on the Indemnity then the Trustees are entitled at their sole discretion to postpone the payment of any entitlement until determined by the Trustees.

5. Perpetuity Period

Notwithstanding any other provision in this Deed, each

- (a) interest in property; and
 - (b) Trustees' power over or in connection with property,
- created or granted by this Deed that, but for this provision, might vest, take effect, or be exercisable after the expiry of eighty (80) years commencing on the date of this Deed, but which has not vested or taken effect by that date,
- (c) will vest or take effect on the last day of that period; and
 - (d) is exercisable only on or before the last day of that period.

6. Claims

6.1 Admissibility of Claims

- (a) Upon this Deed being settled, and in accordance with clause 7.6 of the DOCA, all Claims of the Trust Creditors against the Deed Companies will convert to and become claims against the Trust Fund under this Deed, equal in amount to the released Claims.
- (b) Interest will not accrue or be payable on any Admitted Claim.

6.2 Trustees' discretion

The Trustees may, in their absolute discretion:

- (a) admit all or part of a Claim;
- (b) reject all or part of a Claim; or
- (c) pay any Admitted Claim,

in accordance with the provisions of this Deed.

6.3 Determination of Claims

- (a) Subdivisions A, B, C, D and E of Division 6 of Part 5.6 of the Corporations Act (except section 556 (other than to the extent expressly incorporated)) apply to Claims under this Deed as if references to the liquidator were references to the Trustees and references to winding up were references to this Deed, and with such other modifications as are necessary to give effect to this Deed, except to the extent that those provisions are varied or excluded expressly or impliedly by this Deed.
- (b) Regulations 5.6.11A, 5.6.37, 5.6.39 to 5.6.43 (inclusive), 5.6.44 to 5.6.53 (inclusive) and 5.6.55 to 5.6.72 (inclusive) of the Corporations Regulations shall apply to this Deed and to the Trustees as if references to the liquidator were references to the Trustees and references to winding up were references to this Deed, and with such other modifications as are necessary to give effect to this Deed, except to the extent that those provisions are varied or excluded expressly or impliedly by this Deed.
- (c) The Trustee may make interim distributions of trust property under this Deed.
- (d) The Trustees must declare and distribute trust property under this Deed as soon as practicable after the Trust comes into effect under clause 3.1. However, subject to clauses 6.3(a) and 6.3(b), the Trustees have an absolute and unfettered discretion as to the admission of Claims, and the amount and timing of the distribution of the trust property in payment of Admitted Claims.
- (e) Where the Trustees propose to reject a Claim (whether in part or in full) the Trustees shall send a notice to the Claimant informing the Claimant of the proposed rejection and giving the party 14 days within which to make an application to the Court to determine the questions relating to the Claim.

6.4 Retention of and Access to Records

- (a) The Deed Companies must retain all records relating to the period prior to the Commencement Date for 7 years in accordance with section 286(2) of the Corporations Act.
- (b) The Trustees may at any time inspect the books and records of the Deed Companies and the Deed Companies authorise the Trustees and their staff to enter the Deed Companies' premises for the purpose of conducting such an inspection and for the purpose of doing anything necessary or desirable in the exercise of their powers and discretions and the performance of their duties, obligations and responsibilities as Trustees under this Deed.

6.5 Superannuation Debts not Admissible

If the Trustees determine that the whole of a Claim is, save for this clause, otherwise admissible to proof under the terms of this Deed by virtue of being by way of a Superannuation Contribution, such Claim is not admissible to proof if:

- (a) a debt by way of Superannuation Guarantee Charge:
 - (i) has been paid and to that extent only; or
 - (ii) is, or is to be, admissible to proof under this Deed; and
- (b) the Trustees are satisfied that the Superannuation Guarantee Charge is attributable to the whole of that Claim.

For the purposes of this clause 'Superannuation Contribution' has the meaning given in section 556 of the Corporations Act.

6.6 Creditors' costs and expenses

Any costs and expenses incurred by a Trust Creditor in asserting a Claim under this Deed will be borne by that Creditor and will not form part of that Creditor's Claim under this Deed.

6.7 Abandonment of Claims

A Trust Creditor will have abandoned, and will be taken for all purposes to have abandoned, all Claims and all other entitlements (if any) in the Trust Fund:

- (a) which are not the subject of a proof lodged with the Deed Administrators or the Trustees in the form required by the Trustees prior to the declaration of a Final Dividend; or
- (b) which have been rejected by the Trustees and which are not the subject of any appeal or application to the Court within the time allowed under clause 6.3(e).

6.8 Discharge of Claims

All persons having a Claim must accept their Admitted Claims under this Deed (if any) in full satisfaction and complete discharge of all claims which they have or claim to have against the Trustees or the Trust Fund and each of them will, if called upon to do so, execute and deliver to the Trustees such forms of release of any such claim as the Trustees require.

6.9 Claims extinguished

On payment of the Final Dividend to the Trust Creditors from the Trust Fund, all Claims against the Trust Fund are extinguished and each Trust Creditor will, if called upon to do so, execute and deliver to the Trustees such forms of release of any Claim as the Trustees require.

6.10 Bar

After:

- (a) the payment of a Dividend to a Trustee Creditor, the Trustees may plead this Deed in bar to any Claim by that Trust Creditor; and
- (b) on distribution of the Final Dividend from the Trust Fund, the Trustees may plead this Deed in bar to any Claim.

6.11 Excluded Creditors

The Excluded Creditors are not entitled to participate in or receive any distribution from, and will not prove to recover any Claim for the purposes of, and in relation to, the Trust Fund.

7. Meetings of Creditors

The Trustees may at any time convene a meeting of Trust Creditors and except to the extent (if any) they are excluded or modified by or are inconsistent with the terms of this Deed, the provisions of Division 75 of the Insolvency Practice Schedule and Division 75 of the Insolvency Practice Rules apply, with such modifications as are necessary, to meetings of the Trust Creditors as if the references to the external administrator, were references to the Trustees.

8. Remuneration

8.1 Remuneration of Trustees

The Trustees:

- (a) are to be remunerated at the usual rates charged from time by Deloitte (which are, at the date of this Deed, the Scheduled Rates) in respect of any work done by the Trustees, and any partner or employee of the Trustees, in connection with:
 - (i) the calling for and adjudicating upon proofs of Claims;
 - (ii) the distribution of the Trust Fund;

- (iii) the exercise of their powers and discretions and performance of their duties, obligations and responsibilities as Trustees under this Deed; and
- (b) acknowledge that the Trustees' Costs, including costs, charges and expenses (including those incurred in connection with advisers) incurred in connection with the foregoing, including any stamp duty payable by them in respect of this Deed will be payable from the Trust Fund.

9. Indemnity

9.1 Indemnity

The Trustees are entitled to be indemnified out of the Trust Fund for all actions, suits, proceedings, accounts, claims and demands arising out of or relating to this Deed which may be commenced, incurred by or made on the Trustees by any person and against all costs, charges and expenses incurred by the Trustees in respect of them, provided that the Trustees shall not be entitled to an indemnity in respect of any liabilities or demands to the extent that the indemnification contravenes the Corporations Act or the Trustee Act.

9.2 Continuing indemnity

This indemnity takes effect on and from the Commencement Date and will be without limitation as to time and will operate notwithstanding the removal of the Trustees (or either of them) and the appointment of new trustees or the termination of this Trust for any reason whatsoever.

9.3 Indemnity not to be affected or prejudiced

The indemnity under clause 9.1 will not:

- (a) be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Trustees and will extend to all actions, suits, proceedings, accounts, liabilities, claims and demands arising in any way out of any defect in the appointment of the Trustees, the approval and execution of this Deed or otherwise; or
- (b) affect or prejudice all or any rights that the Trustees may have against any other person to be indemnified against the costs, charges, expenses and liabilities incurred by the Trustees of or incidental to the exercise or performance of any of the powers of authorities conferred on the Trustees by this Deed or otherwise.

10. Liability

10.1 Exclusion of liability

- (a) The Trustees, and the Trustees' partners and employees, are not liable for any loss or damage occasioned to the Trust Fund or to any person by:
 - (i) the exercise of any discretion or power conferred by this Deed or by law on the Trustees or any delay or failure to exercise any of those discretions or powers;
 - (ii) any breach of duty or trust, unless it is proved to have been committed, made or omitted in personal, conscious and fraudulent bad faith by the Trustees, partner or employee; or
 - (iii) any disclosure by the Trustees or the officer of any document, matter or thing relating to the Trust, the Trust Fund or any Trust Creditor.
- (b) All persons claiming any interest in the Trust Fund must be treated as taking it with and subject to notice of the protection conferred by this clause 10.

10.2 Proceedings against co-trustee

The Trustees are not bound to take any proceeding against a co-trustee for any breach or alleged breach of trust committed by the co-trustee.

10.3 Reliance on advice

Where the Trustees act in reliance upon the advice of any solicitor instructed on behalf of the Trust in relation to the interpretation of the provisions of this Deed or any document or statute or any matter concerning the administration of the Trust, the Trustees are not liable to any person in respect of any act done or omitted to be done by the Trustees in accordance with the advice.

11. Trustees' Resignation

Any Trustee may resign at any time by giving not less than 28 days' prior written notice to the Deed Company in which event the Trustees must:

- (a) convene a meeting of Trust Creditors in accordance with clause 7 of this Deed for the purpose of nominating a replacement trustee;
- (b) assign to a replacement trustee nominated by the Trust Creditors the Trustees' rights, title and benefit under this Deed; and
- (c) do all things reasonably necessary to effect the assignment referred to in clause 11(b).

12. Trustees Not Obligated to Take Action

The Trustees will not be obliged to take any action under this Deed until such time as there are sufficient funds in hand and immediately available to them without prior or apprehended claim as referred to in clauses 4.6(b) and 4.7 to pay their remuneration, costs, fees and expenses.

13. Termination

13.1 Termination of the Trust

This Trust will terminate and the Trustees will resign as soon as reasonably practicable:

- (a) after distribution of the Final Dividend from the Trust Fund; or
 - (b) upon the expiry of the perpetuity period referred to in clause 5,
- whichever occurs first.

13.2 Meeting of Trust Creditors

The Trustees must convene a meeting of Trust Creditors to consider a resolution to vary this Deed or terminate the Trust if:

- (a) at any time prior to the termination of the Trust, the Trustees determine that it is no longer practicable or desirable to continue to implement or carry out this Deed; or
- (b) the Court so orders.

13.3 Termination of the Trust by Court order and Trust Creditors' resolution

This Trust will terminate if:

- (a) a Court so orders; or
- (b) the Trust Creditors pass a resolution terminating this Trust at a meeting duly convened pursuant to clause 13.2.

In that event, any remaining part of the Trust Fund must be immediately refunded to the Deed Companies and shall not be available for distribution to Trust Creditors.

13.4 Report to Trust Creditors

Upon a meeting being convened pursuant to clause 13.2, the Trustees must send each Trust Creditor prior to the meeting a report as to the state of affairs of the Trust accompanied by such financial statements as the Trustees think fit. The report must include:

- (a) a statement explaining the circumstances which have caused the Trustees to convene the meeting pursuant to clause 13.2; and
- (b) a statement that this Trust will be terminated if the Trust Creditors so resolve.

13.5 Previous operation of this deed preserved

The termination or avoidance, in whole or in part, of this Trust does not affect the efficacy of any act done prior to the termination or avoidance.

13.6 Variation of Deed

This Deed may be varied:

- (a) with the consent of the Trustees by resolution passed at a meeting of Trust Creditors by a majority of Trust Creditors in number and in value, but only if the variation is not materially different from the proposed variation set out in the notice of that meeting and provided that the variation does not materially prejudice the interests of any class of Trust Creditors without the approval of a majority of that class of Trust Creditors in number and value; or
- (b) by the Court upon application of any of the Trust Creditors or the Trustees in accordance with section 81 of the Trustee Act.

14. Deed Proponent Trustee Limitation of Liability

14.1 Capacity

The Deed Proponent enters into this Deed only in its capacity as trustee of GJJ Family Trust (the **GJJ Family Trust**) and in no other capacity and no other party may:

- (a) sue the Deed Proponent personally;
- (b) seek the appointment of a liquidator, provisional liquidator, administrator or equivalent officer to the Deed Proponent or of a controller (as defined in section 9 of the Corporations Act) or equivalent officer to the property of the Deed Proponent; or
- (c) prove in any liquidation, administration or equivalent arrangement of or affecting the Deed Proponent.

14.2 Liability

Any Liability of the Deed Proponent arising under or in connection with this Deed (including all Liabilities arising in connection with any representation or warranty given in this Deed and all non-contractual liabilities and obligations arising out of or in connection with this Deed) is limited to the extent to which:

- (a) the Deed Proponent is indemnified for that Liability out of the assets of the GJJ Family Trust; and
- (b) the Liability can be satisfied out of the assets of the GJJ Family Trust.

Subject to clause 14.1, this limitation of the Deed Proponent's Liability applies despite any other provision of this Deed.

14.3 Where limitations do not apply

This clause 14 does not apply to any Liability of the Deed Proponent to the extent that the Liability is not satisfied because the extent of the Deed Proponent's right to be indemnified out of the assets of the GJJ Family Trust has been reduced by operation of law or under the terms of the deed governing the GJJ Family Trust as a result of the Deed Proponent's fraud, negligence, or breach of trust.

15. General

15.1 Invalidity and enforceability

- (a) If any provision of this Deed is invalid under the law of any jurisdiction the provision is enforceable in that jurisdiction to the extent that it is not invalid, whether it is in severable terms or not.
- (b) Clause 15.1(a) does not apply where enforcement of the provision of this Deed in accordance with clause 15.1(a) would materially affect the nature or effect of the parties' obligations under this Deed.

15.2 Waivers

No party to this deed may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

15.3 Counterparts

This Deed may be executed in counterparts. All executed counterparts constitute one document.

15.4 Governing law

This Deed is governed by the law in force in the State of New South Wales.

15.5 Further action to be taken at each party's own expense

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this deed and the transactions contemplated by it.

15.6 Entire agreement

This Deed states all the express terms agreed by the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

15.7 No reliance

No party has relied on any statement by any other party not expressly included in this Deed.

15.8 Relationship of the parties

Nothing in this Deed gives a party authority to bind any other party in any way.

15.9 Exercise of rights

- (a) Unless expressly required by the terms of this Deed, a party is not required to act reasonably in giving or withholding any consent or approval or exercising any other right, power, authority, discretion or remedy, under or in connection with this Deed.
- (b) A party may (without any requirement to act reasonably) impose conditions on the grant by it of any consent or approval, or any waiver of any right, power, authority, discretion or remedy, under or in connection with this Deed. Any conditions must be complied with by the party relying on the consent, approval or waiver.

15.10 Stamp duty

Any stamp duty assessed on this Deed is to be paid out of the Trust Fund.

16. Notices

16.1 Service of notices

A notice, demand, consent, approval or communication under this deed (**Notice**) must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and

- (b) hand delivered or sent by prepaid post, facsimile or email to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.

16.2 Effective on receipt

A Notice given in accordance with clause 16.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, the second Business Day after the date of posting (or the seventh Business Day after the date of posting if posted to or from a place outside Australia); or
- (c) if sent by email, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

Schedule 1 – Hourly rates – Deloitte

Role	Hourly Rate (excluding GST)
Partner	[insert]
Director 1	[insert]
Director	[insert]
Senior Manager	[insert]
Manager 1	[insert]
Manager	[insert]
Assistant Manager	[insert]
Senior Accountant 1	[insert]
Senior Accountant	[insert]
Accountant 1	[insert]
Accountant	[insert]
Undergraduate/Cadet	[insert]
Practice Services Director	[insert]
Senior Practice Services	[insert]
Senior Client Administration and Senior Treasury	[insert]
Client Administration and Treasury	[insert]

Signing page

EXECUTED as a deed.

Executed by Glen Kanevsky in the presence of

Signature of witness

Glen Kanevsky

Name of witness (print)

Executed by Vaughan Strawbridge in the presence of

Signature of witness

Vaughan Strawbridge

Name of witness (print)

Executed for and on behalf of **OrotonGroup Limited** (subject to deed of company arrangement) by Glen Kanevsky and Vaughan Strawbridge in their capacities as Deed Administrator, in the presence of

Signature of witness

Glen Kanevsky

Name of witness (print)

Signature of witness

Vaughan Strawbridge

Name of witness (print)

Executed for and on behalf of **OrotonGroup (Licence Company) Pty Ltd** (subject to deed of company arrangement) by Glen Kanevsky and Vaughan Strawbridge in their capacities as Deed Administrator, in the presence of

Signature of witness

Glen Kanevsky

Name of witness (print)

Signature of witness

Vaughan Strawbridge

Name of witness (print)

Executed for and on behalf of **OrotonGroup (Australia) Pty Ltd** (subject to deed of company arrangement) by Glen Kanevsky and Vaughan Strawbridge in their capacities as Deed Administrator, in the presence of

Signature of witness

Glen Kanevsky

Name of witness (print)

Signature of witness

Vaughan Strawbridge

Name of witness (print)

Executed by Manderrah Pty Ltd as trustee for
the GJJ Family Trust by its attorney in the
presence of

Signature of witness

Signature of attorney

Name of witness (print)

Name of attorney (print)