



ASX Announcement

14 June 2024

DEED OF COMPANY ARRANGEMENT

Further to the announcement dated 20 May 2024, the Deed of Company Arrangement for Entyr Limited (Subject to Deed of Company Arrangement) and its subsidiaries are annexed below.

Authorised and approved by the Board of Entyr Limited.

—ENDS—

About Entyr Limited

Entyr Limited (Subject to Deed of Company Arrangement) (Entyr) (ASX: ETR) is a revolutionary tyre processing company that applies unique, next-generation thermal desorption technology to cleanly convert tyres into valuable sustainable products including waste to energy opportunities. Entyr holds environmental approvals for thermal treatment of rubber.

Entyr's technology is a significant advancement in other methods of processing waste tyres due to low emissions, no hazardous by-products and requires no chemical intervention. It is the only process that meets the standard emissions criteria set by the Australian regulators for this type of technology.

Not an offer of securities

This document has been prepared for publication in Australia and may not be released to US wire services or distributed in the United States. This announcement does not constitute an offer to sell, or a solicitation of an offer to buy, securities in the United States or any other jurisdiction. Any securities described in this document have not been, and will not be, registered under the US Securities Act of 1933 and may not be offered or sold in the United States except in transactions exempt from, or not subject to, the registration requirements of the US Securities Act and applicable securities laws of any state or other jurisdiction of the United States.



The Quadrant, 1 William Street
Perth Western Australia 6000

Tel +61 8 9288 6000
Fax +61 8 9288 6001

lavan.com.au

120
Representing
Western Australians
for more than 120 years

Deed of Company Arrangement

Entyr Limit (A 1 7 50 (Receive a Manage Appointed)
(Administra rs Appointed)

A or A et Manage n 5 ty td CN 70 23 12

16 ay 2024



Table of contents

Parties	1
Recitals	1
1 Definitions	2
1 Interpretation	11
2 Objects of the DOCA	12
3 Term of this DOCA	12
4 Appointment and duration of the Deed Administrators	13
5 Moratorium	13
6 Non-Participating Creditors	14
7 Distribution of Trust Fund	14
8 Initial Conditions Precedent	15
9 DOCA Loan	15
10 Directors and Officers	17
11 Completion	18
12 Property available to distribute to Creditors and related matters	20
13 Release of Claims	21
14 Taxation and superannuation liability	22
15 Power of attorney	23
16 Reporting to Creditors	23
17 Carrying on the Business of the Company	23
18 Termination of DOCA	24
19 Powers and obligations of the Deed Administrators	25
20 Deed Administrators' lien and indemnity	27
21 Resignation and removal of the Deed Administrators	29
22 Notice	29
Form and delivery	29
Execution of emails	29
Receipt and effect	30
23 General	30
Stamp duty and GST	30
Accumulative rights	30
Time	30
Variation	31
Waiver	31
Entire agreement	31
Severability	31



Further cooperation	31
Relationship of the parties	32
Governing Law and jurisdiction	32
Execution of separate documents	32
Costs and duty	32
Survival	32
Execution	33
Schedule 1 – Non-Participating Creditors	35
Annexure A – Creditors Trust Deed	36



Parties

Administrators

Travis Adrian Anderson and Richard John Hughes as joint and several administrators of the Company

Address: c/- Deloitte Touche Tohmatsu
Riverside Centre, Level 23, 123 Eagle St
Brisbane QLD 4000

Email: travisanderson@deloitte.com.au
richughes@deloitte.com.au

Attention: Travis Anderson and Richard Hughes

Proponent

Avior Asset Management No.5 Pty Ltd (ACN 670 323 127)

Address: Suite 2, Level 2, 1160 Hay Street
West Perth WA 6005

Email: dmcveigh@aviorconsulting.com.au

Attention: Dermott McVeigh

Company

Entyr Limited (Receivers and Managers Appointed) (Administrators Appointed) (ACN 118 710 508)

Address: c/- Deloitte Touche Tohmatsu
Riverside Centre, Level 23, 123 Eagle St
Brisbane QLD 4000

Email: travisanderson@deloitte.com.au
richughes@deloitte.com.au

Attention: Travis Anderson and Richard Hughes

Recitals

- A On 26 March 2024, the Administrators were appointed as joint and several voluntary administrators of the Company pursuant to section 436A of the Corporations Act.
- B The Proponent proposed a deed of company arrangement in respect of the Company to the Administrators on the terms set out in this Deed.
- C The first meeting of the Company's Creditors pursuant to section 436E of the Corporations Act was held on 9 April 2024.
- D On or about 10 May 2024, pursuant to section 439A of the Corporations Act, the second meeting of the Creditors of the Company was held, at which the Creditors of the Company resolved that the Company should execute this deed of company arrangement as proposed by the Proponent.
- E The Administrators have consented to be the Deed Administrators and to administer this Deed.
- F The Administrators, Proponent and the Company have agreed to execute this Deed to give effect to the resolution in Recital D above.



- G Subject to the terms of this Deed, this Deed binds all Creditors of the Company in accordance with section 444D of the Corporations Act, and also binds the Company and its Officers and Members in accordance with section 444G of the Corporations Act.

1 Definitions

1.1 In this DOCA the following definitions apply:

Administrators	means Travis Adrian Anderson and Richard John Hughes in their capacities as joint and several voluntary administrators of the Company.
Administration	has the same meaning ascribed to this term in section 9 of the Corporations Act.
ASIC	means the Australian Securities & Investments Commission.
ASIC Relief	means relief for the purposes of section 606 of the Corporations Act.
Assets	means all of the assets and undertakings of the Company, excluding the Available Property.
ATO	means the Australian Taxation Office.
Available Property	means the assets of the Creditors Trust, which is comprised of the following (less the Administrators' trading liabilities): <ul style="list-style-type: none"> (a) the balance of Cash at Bank that was held by the Deed Administrators on the Group's behalf immediately prior to establishment of the Creditors Trust, except any cash held on term deposit as security for the Group's Premises Lease; (b) any invoices payable to the Group where the invoice was dated prior to establishment of the Creditors Trust; and (c) the DOCA Contribution.
Business	means the business carried on by the Company as at the Relevant Date or Execution Date.
Business Day	means a day other than a Saturday, Sunday or public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.



Cash at Bank	means the actual positive cash figure as represents the amount of money held by the Company or the Administrators for the purposes of the administration of the Company in any and all bank accounts from time to time.
Claim	means any action, demand, suit, proceeding, debt, claim, loss, damage or other liability (present or future, certain or contingent, ascertained or sounding only in damages) whatsoever and howsoever incurred, which arises directly or indirectly from any act or omission by the Company or by any agreement, circumstance or event occurring on or before the Relevant Date.
Class A Creditors	means a class of creditors identified as 'Class A Creditors' to comprise the Company's Priority Creditors for each Priority Creditor's Claim for outstanding superannuation contributions.
Class B Creditors	means a class of creditors identified as 'Class B Creditors' to comprise the Company's Priority Creditors for each Priority Creditor's Claim for employee entitlements (excluding superannuation) for the Company's former employees to the extent that their claim would attract a priority pursuant to section 556 of the Corporations Act in the event of the Company's liquidation.
Class C Creditors	means: <ul style="list-style-type: none"> (a) all of the Company's ordinary unsecured creditors except Non-Participating Creditors; and (b) any Claim that a Non-Participating Creditor has in excess of the amounts noted in Schedule 1; (c) any Claim by the ATO for any Historical Tax Liability; (d) Claims by Excluded Employees; (e) any amount payable to State Revenue where the circumstances giving rise to the liability occurred prior to the Relevant Date; and (f) any claim by the Landlord arising pursuant to this DOCA.
Completion	means the date that satisfaction of the Conditions Precedent occurs.
Conditions Precedent	means the Initial Conditions Precedent and Final Conditions Precedent.
Continuing Employee	means any Employee of the Company who continues in his or



	her employment after the Execution Date.
Corporations Act	means the <i>Corporations Act 2001</i> (Cth).
Corporations Regulations	means the <i>Corporation Regulations 2001</i> (Cth).
Court	has the meaning set out in section 58AA of the Corporations Act (for the avoidance of doubt being the definition attributed to the capitalised word "Court" in that section).
Creditor	means a person who has a debt payable by or claim against the Company whether present or future, certain or contingent, ascertained or sounding only in damages, the circumstances giving rise to which occurred on or before the Relevant Date.
Creditors Trust	means the creditors trust established under the Creditors Trust Deed, being the ' <i>Entyr Creditors Trust</i> '.
Creditors Trust Deed	means the deed establishing the Creditors Trust entered into between the Trustees and the Company.
Current Tax Liability	means any amount payable by the Group in respect of: <ul style="list-style-type: none"> (a) business activity statements for any period after 1 July 2023; and (b) income tax for any period after to 1 July 2023.
Deed or DOCA	means this deed, as amended, supplemented or varied from time to time.
Deed Administrators	means Travis Adrian Anderson and Richard John Hughes in their capacities as joint and several deed administrators of this Deed.
Directors	means any person who is a director (as that term is defined by section 9 of the Corporations Act) of the Company, including Mr Michael Barry, Mr Lindsay Barber, Mr Ms Teresa Dyson and Ms Leeanne Bond identified as directors of the Company on the records of ASIC as at the date of this Deed.
DOCA Contribution	means the sum of the Company's employee entitlements, including superannuation, of terminated employees plus \$100,000 multiplied by the Company's total creditor claims expressed as a percentage of the Group's total creditor claims.
DOCA Loan	means the document entitled <i>Loan Facility Agreement</i> executed on 20 November 2023 between the Company and the Proponent pursuant to which the Proponent loaned the Company a maximum amount of \$2,500,000.

**DOCA Loan Security**

means the document entitled *General Security Agreement* executed on 20 November 2023 between the Company and the Proponent, over all of the Company's present and after acquired property, having PPSR registration number 202311200074588.

Employee

means any current or former employee of the Company.

End Date

means the later of:

- (a) 31 July 2024; or
- (b) such further period as agreed in writing by the parties to this agreement.

Excluded Assets

means all assets not specifically transferred to the Creditors Trust, including:

- (a) all plant and equipment assets owned by the Company;
- (b) any and all intellectual property rights owned by the Company;
- (c) any undrawn amounts of the DOCA Loan as at the date of Hand Over, and any drawdowns from the DOCA Loan facility that occur after Hand Over;
- (d) any funds held in term deposit by the Company at the Relevant Date as security for the Group's Premises Lease;
- (e) all books and records and electronic records of the Company including all computers, hard drives, e-mail records and accounting data files;
- (f) all access details for online resources used by the Company;
- (g) all inventory owned by the Company;
- (h) the proceeds of any insurance claims payable to the Company where the circumstances giving rise to the insurance claim occurred prior to Hand Over;
- (i) all amounts payable to the Company where date of the invoice is on or after the date of establishment of the Creditors Trust;
- (j) any claims that the Company may have against any existing or former directors of the Company;



(k) all claims for damages that the Company may have against any third party; and

(l) the shares that the Company owns in the Subsidiaries.

Excluded Employee has the meaning ascribed to that term in section 556(2) of the Corporations Act.

Execution Date means the date the parties execute this DOCA in accordance with section 444B(2) of the Corporations Act.

Final Conditions Precedent means:

(a) either:

(i) approval for the Company's members of the share restructure as set out in this Deed; or

(ii) transfer of all shares in the Company to the Proponent (or its nominee(s)) free of any encumbrance or security interest as directed by the Proponent for nil consideration after obtaining court relief pursuant to section 444GA of the Corporations Act and ASIC relief from complying with the takeover provisions (the Proponent will, in accordance with clause 11.3, pay the Deed Administrators' fees, legal costs and costs of an independent expert in connection with the 444GA application up to a maximum of \$150,000);

(b) the satisfaction or waiver of all Initial Conditions Precedent; and

(c) the transfer of the Available Property to the Creditors Trust (which must occur within five (5) Business Days of the date that those items become available to the Deed Administrators).

Group means all of the following companies together:

(a) the Company;

(b) Australian Tyre Processors Pty Ltd (Administrators Appointed) (ACN 623 880 446);

(c) Keshi Technologies Pty Ltd (Administrators



Appointed) (ACN 608 957 259);

(d) Pearl Global Management Pty Ltd (Administrators Appointed) (ACN 123 190 894); and

(e) Rubber Reclamation Industries Ltd (Administrators Appointed) (ACN 168 248 397).

GST means a Goods and Services tax imposed under the GST Act, a consumption tax, value added tax, retail turnover tax or tax of a similar nature.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related legislation and regulations.

Hand Over means transfer of control of the Excluded Assets to the Proponent following satisfaction of the Initial Conditions Precedent.

Historical Tax Liability means any liability by the Group in respect of:

- (a) business activity statements for any period prior to 1 July 2023;
- (b) income tax for any period prior to 1 July 2023; or
- (c) any requirement to refund any amount paid to the Group prior to the Relevant Date pursuant to a research and development tax incentive scheme.

Initial Conditions Precedent means:

- (a) the Creditors of the Company approving this DOCA at the second meeting of the Company's Creditors;
- (b) the Creditors of the Subsidiaries approving the Subsidiary DOCA at the second meeting of the Subsidiaries' Creditors;
- (c) the employees of the Company approving this DOCA at a meeting of eligible employees convened under section 444DA of the Act;
- (d) the employees of the Subsidiaries approving the Subsidiary DOCA Proposal at a meeting of eligible employees convened under section 444DA of the Act;
- (e) entry into the DOCA Loan and associated security agreements;
- (f) payment of the DOCA Contribution in full by the



Proponent to the Deed Administrators;

- (g) removal of any directors from the Company's board of directors and appointment of new directors to the Company's board of directors as instructed by the Proponent; and
- (h) replacement of the Company's company secretary as instructed by the Proponent.

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

IPS means the Insolvency Practice Schedule, which is schedule 2 to the Corporations Act.

Landlord means Nebrean Pty Ltd (ACN 010 209 220).

Law includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future and whether State, Federal, local or otherwise.

Member means member as defined in section 9 of the Corporations Act.

Non-Participating Creditors means:

- (a) the Company's employees whose employment has not terminated as at Completion of the DOCA;
- (b) the Company's creditors identified in Schedule 1 for the amounts noted in Schedule 1;
- (c) the ATO for any Current Tax Liability;
- (d) the Secured Creditor for all amounts owed to it by any Company in the Group;
- (e) the Companies within the Group for amounts owed to other Group companies; and
- (f) Attvest Finance Pty Ltd (ACN 169 039 221).

Officer means officer as defined in section 9 of the Corporations Act.

Participating Creditors means collectively the:

- (a) Class A Creditors;
- (b) Class B Creditors; and
- (c) Class C Creditors.



Participating Creditors' Claims	means in relation to a Participating Creditor, the Participating Creditor's debt payable by or Claim against the Company whether present or future, certain or contingent, ascertained or sounding only in damages, the circumstances giving rise to which occurred on or before the Relevant Date.
Premises Lease	means the lease agreement for the premises located at 19 and 20/63 Burnside Road, Stapylton, Queensland, Australia.
Prescribed Provisions	means regulations 5.6.11 to 5.6.73 of the Corporations Regulations (inclusive), sections 2 (Powers of administrator) and 8 (Making claims) of Schedule 8A of the Corporations Regulations and sections 444A(5), 553 and 563C of the Corporations Act.
Priority Creditor	means a Participating Creditor with a debt payable by or Claim against the Company as at the Relevant Date which, had the Group been wound up with the Relevant Date being the day on which the winding up was taken to have begun, would have been a debt or Claim which must be paid in priority to all other unsecured debts or Claims in accordance with section 556 or section 560 of the Corporations Act.
Priority Creditor's Claim	means in relation to a Priority Creditor within the definition of "Priority Creditor", the Priority Creditor's debt payable by or Claim against the Company as at the Relevant Date which, had the Company been wound up with the Relevant Date being the day on which the winding up was taken to have begun, would have been a debt or Claim which must be paid in priority to all other unsecured debts or Claims in accordance with section 556 or section 560 of the Corporations Act.
Relevant Date	means the date that the Administrators were appointed to the Company, being 26 March 2024.
Sale Assets	means all of the shares of the Subsidiaries held by the Company.
Secured Creditor	means the Proponent.
Security Interest	has the meaning given to "security interest" in the Corporations Act.
Share Sale and Release Agreement	means an agreement pursuant to which the Company, under certain conditions, agrees to: <ul style="list-style-type: none"> (a) sell or transfer all of the Sale Assets; and (b) release and discharge any Claim that it has against any of the Subsidiaries.



State Revenue	means the Office of State Revenue of any Australian State or Territory.
Statutory Liabilities	means any charge, tax, duty, impost or levy raised by, or by the authority of, any governmental instrumentality, including GST.
Subsidiaries	means: <ul style="list-style-type: none"> (a) Australian Tyre Processors Pty Ltd (Administrators Appointed) (ACN 623 880 446); (b) Keshi Technologies Pty Ltd (Administrators Appointed) (ACN 608 957 259); (c) Pearl Global Management Pty Ltd (Administrators Appointed) (ACN 123 190 894); and (d) Rubber Reclamation Industries Pty Ltd (Administrators Appointed) (ACN 168 248 397).
Subsidiary DOCA	means the deed of company arrangement entered into in respect of the Subsidiaries dated on or about the date of this Deed.
Superannuation Guarantee Charge	has the same meaning as in the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth).
Superannuation Legislation	means any Commonwealth or State legislation that imposes a superannuation liability on the Company and includes, but is not limited to, the <i>Superannuation Guarantee (Administration) Act</i> .
Tax Acts	means any Commonwealth or State legislation that imposes a taxation liability on the Company and includes but is not limited to the <i>Income Tax Assessment Act 1936</i> (Cth) and the <i>Taxation Administration Act 1953</i> (Cth).
Taxable Supply	has the meaning given in section 195-1 of the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Termination	means the termination of this DOCA pursuant to clause 18 of this DOCA.
Termination Date	means the date this DOCA is terminated pursuant to clause 18 of this DOCA.
Trustees	means the Deed Administrators in their capacity as trustees of the Creditors Trust.



1 Interpretation

1.1 In this DOCA, unless the context otherwise requires:

- 1.1.1 Headings or subheadings are for convenience only and do not affect the interpretation of any provision of this DOCA.
- 1.1.2 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
- 1.1.3 The singular includes the plural and vice versa.
- 1.1.4 Words expressed in one gender include the other gender.
- 1.1.5 A “person” includes an individual, partnership, firm, companies, government, joint venture, association, authority, corporation or other body corporate.
- 1.1.6 References to the parties, background, parts, clauses, schedules and annexures are references to the parties, background, parts, clauses, schedules and annexures to this DOCA.
- 1.1.7 The expression “this DOCA” includes the agreement, arrangement, understanding or transaction recorded in this DOCA.
- 1.1.8 References to a party to this DOCA include that party’s executors, Deed Administrators, substitutes, successors and permitted assigns.
- 1.1.9 A reference to a group of people is a reference to all of them collectively and to each of them individually.
- 1.1.10 References to time are to time in Perth, Western Australia.
- 1.1.11 If the date on or by which any act must be done under this DOCA is not a Business Day, the act must be done on or by the next Business Day.
- 1.1.12 A covenant or agreement made by, or for the benefit of, two or more persons binds, and is enforceable against, or may be exercised by (as the case may be), those persons jointly and each of them severally.
- 1.1.13 A reference to any statute or to any statutory provision includes any amendment, re-enactment or consolidation of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it.
- 1.1.14 “\$” or “dollars” is a reference to Australian currency, unless otherwise indicated.



- 1.1.15 A reference to a thing or an amount includes the whole or part of that thing or amount.
- 1.2 If there is any inconsistency between the provisions of this DOCA and the Prescribed Provisions or the Corporations Act, Corporations Regulations, the IPS or the IPRs generally, this DOCA shall prevail to the maximum extent permitted by law.
- 1.3 If there is any inconsistency between the provisions of this DOCA and the constitution of the Company or any other obligation binding on the Company, this DOCA shall prevail to the extent of the inconsistency, and all persons bound by the DOCA agree to sign all documents and do all things to remove such inconsistency.
- 1.4 This DOCA may be pleaded as an absolute bar and defence in respect of any Claims released, discharged and extinguished under this DOCA.
- 1.5 Subject to any contrary terms of this Deed, the Prescribed Provisions are incorporated in this Deed with all modifications as are necessary to give effect to Part 5.3A of the Corporations Act and this Deed, and 's if references to the 'liquidator', 'provisional liquidator', 'administrator' or the like, 'were references to the 'Deed Administrators', references to the 'relevant date' were references to the 'Relevant Date', and references to 'winding up' were references to the arrangement effected by this Deed.
-

2 Objects of the DOCA

- 2.1 The objects of this DOCA are:
- 2.1.1 to comply with the Corporations Act and the resolution of the Creditors by which the Company executes this DOCA;
- 2.1.2 to provide a greater return to Creditors than would be available to the Creditors in a liquidation of the Company;
- 2.1.3 to maximise the likelihood of the Company continuing in existence; and
- 2.1.4 to facilitate the execution and performance of the Creditors Trust.
-

3 Term of this DOCA

- 3.1 The operation of this DOCA will commence on the Execution Date and continue until the Termination Date.



4 Appointment and duration of the Deed Administrators

- 4.1 The Company appoints the Administrators as deed administrators of this Deed.
 - 4.2 The Deed Administrators accept their appointment as deed administrators of this Deed.
 - 4.3 The Deed Administrators shall be authorised to exercise their powers subject to the terms and conditions contained in this DOCA and shall remain as Deed Administrators until the Termination Date of this Deed.
-

5 Moratorium

- 5.1 This Deed binds all Creditors in accordance with section 444D of the Corporations Act, and also binds the Company and its Officers and Members in accordance with section 444G of the Corporations Act.
- 5.2 Nothing in this Deed limits the rights of the Deed Administrators to apply for orders, directions or relief under any applicable law including but not limited to sections 444F and 447A(1) of the Corporations Act and section 90-15 of the IPS.
- 5.3 Subject to section 444D of the Corporations Act, a Creditor (whether their relevant Claim is or is not admitted or established under this DOCA) must not, before the termination of this DOCA, except for the purpose of and to the extent provided in this DOCA:
 - 5.3.1 institute or prosecute any legal proceedings in relation to any Claim;
 - 5.3.2 commence or take any further step in any arbitration commenced prior to the Relevant Date against the Company or to which the Company is a party;
 - 5.3.3 take or concur in the taking of any steps to wind up the Company;
 - 5.3.4 join, or allow to be joined, the Company to any proceedings in which liability may be imposed on the Company (including as a concurrent wrongdoer);
 - 5.3.5 exercise any right of set off or cross action to which the creditor would not have been entitled had the Company been wound up (with the winding up taken to have begun on the Relevant Date);
 - 5.3.6 institute or prosecute any legal proceedings or enforcement processes in relation to the Company or the Company's property; or



5.3.7 take any further steps (including any steps by way of legal or equitable execution) in any proceedings which were pending against or in relation to the Company as at the Relevant Date.

5.4 During the term of this DOCA, the Company, its Members, its Directors and its Officers must not make or proceed with any application for an order to wind up the Company (or any of them) or pass any resolution pursuant to section 491 of the Corporations Act and the Company's Members, Directors and Officers must not act inconsistently with the terms and objects of the DOCA.

6 Non-Participating Creditors

6.1 Amounts owed to Non-Participating Creditors are not affected by the operation of the DOCA except as follows:

6.1.1 amounts owing to the Creditors identified in Schedule 1 will be paid within 60 days of Completion;

6.1.2 amounts owing to the ATO for any Current Tax Liability will be paid within 60 days of Completion.

6.2 For the avoidance of doubt, all amounts owed to the Secured Creditor and the Secured Creditor's security rights are not affected by the operation of the DOCA.

7 Distribution of Trust Fund

Trust

7.1 The Trustees will hold and administer the Available Property constituted in accordance with the terms of the Creditors Trust Deed and the *Trusts Act 1973* (QLD).

7.2 The parties acknowledge and agree that the Creditors Trust is to be created under the Creditors Trust Deed, not under this Deed.

Distribution under Trust Deed

7.3 The Trustees shall make distributions pursuant to the terms and the order of priority set out in the Creditors Trust Deed, which will include distributions being made to:

7.3.1 the Administrators;

7.3.2 the Deed Administrators;

7.3.3 the Trustees; and



7.3.4 Participating Creditors.

8 Initial Conditions Precedent

8.1 Subject to satisfaction of the Initial Conditions Precedent by 31 May 2024 or such later time as agreed in writing between parties:

8.1.1 the Administrators must transfer the Available Property to the Trustees for the purposes of, and to be held and dealt with, by the Trustees in accordance with the Creditors Trust Deed; and

8.1.2 Hand Over is to occur.

8.2 Notwithstanding Completion, the Company shall take those steps and do all things as may be necessary, including executing any documents that may reasonably be requested by the Trustees, for the purpose of giving effect to clause 8.1.1.

8.3 After satisfaction of the Initial Conditions Precedent:

8.3.1 control of the Company's affairs will revert to the board of the Company (as reconstituted in accordance with the Initial Conditions Precedent); and

8.3.2 the board of the Company (as reconstituted in accordance with the Initial Conditions Precedent) will have responsibility for the purposes of convening a meeting of the Company's Members for approving:

- (a) a consolidation of shares in the Company at a ratio of 675 to 1;
- (b) cancellation of all existing options to acquire shares in any companies in the Group;
- (c) issuing new shares in the Company as instructed by the Proponent; and
- (d) the appointment of new directors and / or company secretary to the Company as instructed by the Proponent.

8.4 An Initial Condition Precedent can only be waived by agreement between the Administrators and the Proponent in writing.

9 DOCA Loan

9.1 Within two (2) Business Days of execution of the DOCA, the Secured Creditor and the Group will amend the DOCA Loan as follows:



- 9.1.1 the Facility Limit (as that term is defined in the DOCA Loan) will be increased from \$2,500,000 to \$5,900,000 to accommodate:
- (a) **First Drawdown:** an amount equal to the DOCA Contribution payable to the Deed Administrators;
 - (b) **Second Drawdown:** an amount equal to \$1,000,000, which is payable to the Group following Hand Over and is to be used for working capital purposes;
 - (c) capitalisation of all expenses, fees and interest arising from the DOCA Loan up to the date a revised DOCA Loan is entered into; and
 - (d) a restructure fee of \$350,000;
- 9.1.2 have an 18-month term from the date of execution of the amended DOCA Loan;
- 9.1.3 include interest only monthly payments at a rate of 19.5% per annum;
- 9.1.4 include a clause that the Proponent is barred from taking any enforcement steps or actions (including issuing any notices of demand) against the Administrators personally (or any subsequent capacity of the Administrators, including but not limited to, in their capacities as Deed Administrators), such that the Proponent agrees not to have recourse to the Administrators personally, including for any amounts of the DOCA Loan that exceed the available assets of the Group;
- 9.1.5 include a reasonable assistance clause, whereby the Proponent agrees to provide all reasonable assistance to the Administrators in respect of any applications required by law, to court or ASIC, that the Administrators (or Deed Administrators) may make in respect of this this DOCA, and the DOCA Loan; and
- 9.1.6 incur an establishment fee of 9.95% of the new facility limit which:
- (a) is to be capitalised to the loan; and
 - (b) will not be a liability of the Administrators, Deed Administrators or Trustees, but rather a post-DOCA liability of the Company.
- 9.2 The DOCA Loan Security will be amended to see the Company provide (and / or procure from the Subsidiaries) a first-ranking security over all of the Group's assets in favour of the Proponent.
- 9.3 The Parties acknowledge that the amount outstanding under the DOCA Loan as at 26 March 2024 (being the date of the Administrators' appointment to the Company) was \$2,049,121.
- 9.4 Prior to the satisfaction or waiver of the Initial Conditions Precedent in accordance with the terms of this deed, the Administrators will be entitled to use the DOCA Loan



funds to fund the working capital requirements of the Company in accordance with the terms of the DOCA Loan.

10 Directors and Officers

- 10.1 As and from Hand Over, control of the Company will revert to the board of the Company (as reconstituted in accordance with the Initial Conditions Precedent).
- 10.2 The Deed Administrators will continue to maintain control of the Company in accordance with the terms of this DOCA until Hand Over.
- 10.3 Subject to section 203B of the Corporations Act and clause 9.1, the Current Directors and Current Secretaries must remain in office throughout the DOCA period until they are requested or permitted to resign by the Administrators (which permission may be withheld at the Administrators' discretion).

Officers to be removed

- 10.4 The Deed Administrators will remove any directors from the Company's board of directors and appoint new directors to the Company's board of directors, as reasonably requested by the Proponent and having regard to the Company's constitution and any applicable laws. To that end, the Proponent must provide the Deed Administrators with signed consents to act from their proposed directors within two (2) Business Days of the Execution Date.
- 10.5 The Deed Administrators will remove any company secretary from the Company and appoint new company secretary, as reasonably requested by the Proponent and having regard to the Company's constitution and any applicable laws.
- 10.6 On or before the Termination Date, the Directors and Officers will, if requested by the Deed Administrators:
 - 10.6.1 resign from the Company in accordance with its constitution, or as otherwise provided for under the Corporations Act;
 - 10.6.2 execute any ASIC form reasonably required by the Deed Administrators to give effect to their resignation;
 - 10.6.3 provide all of the books and records of the Company in their possession, custody or control to the Deed Administrators;
 - 10.6.4 use all reasonable endeavours to cooperate with and assist the Deed Administrators in carrying out their duties and exercising their duties under this Deed; and
 - 10.6.5 as soon as reasonably practical, comply with all reasonable requests of the Deed Administrators in connection with the Company's business and affairs and this Deed.



- 10.7 If any Director or Officer does not comply with their obligations pursuant to this clause of this DOCA, then the Deed Administrators can, amongst other things, execute all necessary documents to remove that Director or Officer as a director or officer of the Company.

Directors to assist

- 10.8 As soon as practicable after Hand Over, the Directors must, if they have not done so before Hand Over:
- 10.8.1 deliver to the Administrators all books and records in their possession that relate to the Company; and
 - 10.8.2 if they know where other books and records relating to the Company are located, tell the Administrators where those books and records are located.
- 10.9 The Directors (whether they remain in office, are appointed or are removed in accordance with this clause 10) must:
- 10.9.1 attend on the Administrators;
 - 10.9.2 give the Administrators all information known to them about the Company's business, property, affairs and financial circumstances; and
 - 10.9.3 attend all meetings of the Creditors,
- as the Administrators reasonably require to assist the Administrators in administering this deed or to fulfil the arrangements effected by this deed.

11 Completion

- 11.1 Completion under this Deed is the date on which each of the Conditions Precedent have been satisfied.
- 11.2 The Proponent will be responsible for its own costs in satisfying the Conditions Precedent.
- 11.3 If, with a view to satisfying the Initial Conditions Precedent, any application is made for orders under section 444GA of the Corporations Act (**Section 444GA Order**), the Proponent agrees to pay the Deed Administrators' fees, legal costs and costs of obtaining an independent expert report in connection with the Section 444GA Order and the application for ASIC Relief up to a maximum of \$150,000 and agrees to pay such amount within seven (7) days after written demand by the Deed Administrators to the Proponent.
- 11.4 The Final Conditions Precedent may be waived at the Proponent's discretion.



- 11.5 The following steps must be completed as soon as practicable after the Execution Date and the satisfaction of the Initial Conditions Precedent (including, without limitation, the payment of the DOCA Contribution):
- 11.5.1 the Deed Administrators and the Company must execute the Creditors Trust Deed, pursuant to which:
- (a) the Trustees shall act as trustee for each of the Participating Creditors pursuant to the terms of the Creditors Trust Deed; and
 - (b) the Creditors Trust Deed establishes a trust to facilitate distribution of the Available Property by the Trustees to the Participating Creditors on the terms set out in Creditors Trust Deed;
- 11.5.2 the Proponent directs the Company and the Deed Administrators to apply funds in the amount of \$850,000, to be applied by the Deed Administrators as follows:
- (a) an amount capped at \$750,000 for the remuneration and fees incurred in acting as the Administrators of the Group (including the preparation, negotiation, stamping and execution of this DOCA and the Subsidiary DOCA); and
 - (b) an amount of \$100,000 for the remuneration and fees incurred in acting as deed administrators and trustees incurred in relation to the Group,
- of which the amounts are approved by the Creditors at the Company's second meeting of creditors. Such remuneration and expenses will be afforded the same priority out of the Available Property as would be available to the Administrators in a winding up on the Company pursuant to section 556 of the Corporations Act.
- 11.6 If the Deed Administrators' and Trustees' remuneration exceeds \$100,000, the Proponent agrees that the Deed Administrators and/or Trustees can seek approval from the Company's creditors for the Deed Administrators' and/or Trustees' remuneration that exceeds \$100,000 at duly convened meetings.
- 11.7 The Proponent:
- 11.7.1 will be liable for the Administrators', Deed Administrators' and Trustees' remuneration, costs, expenses and trading costs incurred after 17 May 2024 unless any delay in the Hand Over beyond that date is solely attributable to, or is caused by, the Administrators, Deed Administrators and Trustees; and
- 11.7.2 will discharge that liability by permitting the Deed Administrators to draw such amounts under the DOCA Loan and, specifically, from that component of the DOCA Loan (that is, prior to its variation in accordance with clause 9). Such drawdowns may be made by the Deed Administrators:



- (a) beginning on the 5th Business Day after 17 May 2024 and being in respect of all Administrators', Deed Administrators' and Trustees' remuneration, costs, expenses and trading costs incurred during the period between 17 May 2024 to the earlier of the date of draw down and Handover; and
- (b) every five (5) Business Days after the drawn down referred to above in respect of all Administrators', Deed Administrators' and Trustees' remuneration, costs, expenses and trading costs incurred from the time of that draw down to Handover.

11.8 On Completion, the Deed Administrators must lodge a written notice with ASIC in the following form:

Entyr Limited (ACN 118 710 508) (Subject to Deed of Company Arrangement)

We, Travis Adrian Anderson and Richard John Hughes of Deloitte Touche Tohmatsu, Deed Administrators of the deed of company arrangement executed by Entyr Limited (ACN 118 710 508) (Subject to Deed of Company Arrangement) on [insert date] hereby certify that the deed has been wholly effectuated by the circumstances set out in the deed and terminated on [insert date].

12 Property available to distribute to Creditors and related matters

- 12.1 The only property of the Company that is available to pay the Participating Creditors is the Available Property once transferred into the Creditors Trust.
- 12.2 No other money or property of the Company is available to be distributed to the Creditors Trust under this DOCA.
- 12.3 Interest does not accrue on, and is not payable in respect of, any Trust Creditor's Claims.
- 12.4 The rule against double proofs applies to Claims under this Deed and a Creditor is only entitled to be admitted in relation to a Claim once, even if the Claim is able to be made by the Creditor against more than one of the Company.
- 12.5 Where a Claim is in a foreign currency, the amount of the Claim that is admissible to proof is the equivalent in Australian currency of the amount of the foreign currency, worked out by reference to Published FX Rate.
- 12.6 The Available Property does not include the Excluded Assets.
- 12.7 The Deed Administrators are open to conduct one or more bank accounts in the name of the Creditors Trust to hold the funds from the Available Property.
- 12.8 The Available Property may only be applied in accordance with the DOCA.



13 Release of Claims

- 13.1 Upon satisfaction of the Initial Conditions Precedent, the Company is released from all Participating Creditors Claims, and it is agreed that no consideration is payable in respect of any releases provided other than the payment of the DOCA Contribution and the transfer of the Available Property to the Creditors Trust.
- 13.2 All contractual rights for the acquisition of shares in any company in the Group (**Options**) are terminated upon Completion of the DOCA and no consideration is payable to any third party in respect of their rights lost as a consequence of the termination of the Options.
- 13.3 The Company may plead the DOCA in bar to any action, proceeding or suit brought by a Participating Creditor in respect of that Participating Creditor's Claim.
- 13.4 Where there have been mutual credits, mutual debts or other mutual dealings between the Company and a Participating Creditor:
- 13.4.1 an account must be taken of what is due from the one party to the other in respect of those mutual dealings;
 - 13.4.2 the sum due from one party is to be set off against any sum due from the other party;
 - 13.4.3 only the balance of the account (if any) in favour of the Participating Creditor as against the Company is to be released; and
 - 13.4.4 only the balance of the account (if any) in favour of the Company as against the Participating Creditor, is payable by the Participating Creditor to the Company.
- 13.5 A Participating Creditor will not be entitled to claim the benefit of any set-off if, at the time of giving credit to the Company, or at the time of receiving credit from the Company, it had notice of the fact that the Company was insolvent.
- 13.6 For the avoidance of doubt, the procedure set out in clause 13.4 is intended to entitle a Participating Creditor to claim a set-off (if any) as may be available pursuant to section 553C of the Corporations Act as against any liability to the Company as if the Company was subject to a winding up so that the balance of the account (if any):
- 13.6.1 in favour of the Participating Creditor is admissible to proof under the Trust Deed without giving rise to any obligation on the Company following the termination of this Deed to pay any monies to the Participating Creditor; and
 - 13.6.2 in favour of the Company is payable by the Participating Creditor to the Company,

and to the extent that there may be any inconsistency between application of the procedure set out in this proposal and the application of section 553C of the



Corporations Act, section 553C of the Corporations Act will prevail and will apply with immediate and automatic effect in the manner provided for by that provision.

- 13.7 Each Participating Creditor accepts the Participating Creditor's entitlement under the DOCA in full satisfaction of the Participating Creditor's Claim.
- 13.8 If the Deed Administrators request Participating Creditors to do so, each Participating Creditor must, within 7 days after the making of the request, execute and deliver to of the Company a written release of the Participating Creditor's Claim in the form the Deed Administrators reasonably require to fulfil the arrangement effected by the DOCA, save to say that any such release will not take effect unless and until the DOCA terminates.
- 13.9 Each Participating Creditor irrevocably appoints the Deed Administrators to be the attorney of the Participating Creditor with full power for and on behalf of and In the name of the Participating Creditor to do all acts and things and sign and execute all deeds, documents and notices as may be necessary or convenient for the purpose of the execution and delivery to the Company of the written release of the Participating Creditor's Claim.
-

14 Taxation and superannuation liability

- 14.1 The Company shall at all times whilst this DOCA remains on foot ensure that all liabilities of the Company under the Tax Acts and Superannuation Legislation are met which accrue or are accruing during the period of the voluntary administration of the Company and deed administration in relation to events occurring during the period of the voluntary administration and deed administration, but excluding any such liabilities that comprise Claims provable under this DOCA.
- 14.2 The Company shall at all times fully inform the Deed Administrators of any requirements to pay tax pursuant to the Tax Acts or make any payments under the Superannuation Legislation.
- 14.3 The Deed Administrators may at any time request information from the Company as to the Company's liabilities under the Tax Acts or Superannuation Legislation and payments made pursuant to the Tax Acts or Superannuation Legislation.
- 14.4 The Deed Administrators may at any time inspect the Company's records relating to the Company's liability under the Tax Acts or Superannuation Legislation.
- 14.5 Where the Deed Administrators determine that the Company is not paying any liability under the Tax Acts or Superannuation Legislation pursuant to clause 14.1 as and when the liability falls due, the Deed Administrators may terminate the Deed immediately.



15 Power of attorney

- 15.1 The Company' Members irrevocably appoint the Deed Administrators to be the attorney of the Members, to do all acts and things and sign and execute all deeds, documents and notices as may be necessary or convenient for the purpose of:
- 15.1.1 the Deed Administrators being appointed as the Members' proxies to attend and vote at a meeting of the Company' Members; and
 - 15.1.2 the Company passing a resolution without a general meeting being held in accordance with the Corporations Act.
- 15.2 Each Creditor irrevocably appoints the Deed Administrators to be its attorney to execute any document to give effect to the releases in clause 13 and this DOCA generally.
-

16 Reporting to Creditors

- 16.1 Except as required by law or the terms of this Deed, the Deed Administrators are not required to report to Creditors.
- 16.2 The Deed Administrators will promptly notify Creditors of the date of the termination of this Deed and the Creditors Trust becoming effective.
- 16.3 The Deed Administrators may, in their absolute discretion, otherwise report to Creditors 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 Creditors.
-

17 Carrying on the Business of the Company

- 17.1 Subject to the terms of this DOCA, the Company may carry on the Business.
- 17.2 The Company shall pay all Continuing Employees' wages, salaries and other entitlements out of the Assets of the Company.
- 17.3 The Company and its Directors shall, if requested by the Deed Administrators, certify that all Continuing Employees' entitlements have been met.
- 17.4 If any matter or circumstance comes to the attention of all or any of the Directors which could reasonably be considered to have a material adverse effect on the ability
-



of the Company to pay their debts as and when they fall due, then the Company shall immediately advise the Deed Administrators of such matter or circumstance.

17.5 During the DOCA period:

17.5.1 a transfer of Shares in the Company;

17.5.2 an alteration in the status of a Shareholder; or

17.5.3 an issue of Shares in the Company,

is void, except where:

17.5.4 in accordance with any order of a Court;

17.5.5 as contemplated by any Section 444GA Order; or

17.5.6 as approved by the Deed Administrators, acting with the consent of the Proponent, in accordance with the terms of this Deed.

18 Termination of DOCA

18.1 This Deed will immediately terminate when any of the following occurs:

18.1.1 the Final Conditions Precedent has been satisfied or waived (being Completion under this DOCA);

18.1.2 the Court makes an order terminating the DOCA;

18.1.3 the Final Conditions Precedent are not satisfied or waived on or before the End Date;

18.1.4 Creditors passing a resolution terminating the Deed; or

18.1.5 the Proponent provides a written request to the Deed Administrators to terminate the DOCA.

18.2 This deed shall terminate automatically 24 hours after Completion, unless the time for such termination is extended by agreement in writing between the Proponent and the Deed Administrators prior to such termination occurring (in which case, this deed shall terminate at the time so agreed).

18.3 The termination of the DOCA will not affect:

18.3.1 the previous operation of the DOCA; or

18.3.2 the enforceability of any accrued obligations under the DOCA. For that purpose, where the termination of this Deed is followed by the winding up of the Company:



- (a) the liquidators may enforce any obligation under the DOCA owed to the Administrators or the Deed Administrators; and
 - (b) may do so as if the liquidators had been a party to the DOCA at the execution of the DOCA in the place of the Deed Administrators.
- 18.4 Upon termination of the DOCA for the reasons set out in clauses 18.1.3 to 18.1.5 above:
 - 18.4.1 the Company will be taken to have passed special resolutions under section 491 of the Corporations Act that the Company be voluntarily wound up and that the Administrators be the Company's liquidators;
 - 18.4.2 Regulation 5.3A.07 of the Corporations Regulations (as though it had not been repealed) will apply;
 - 18.4.3 the Company will be wound up; and
 - 18.4.4 the terms of the Share Sale and Release Agreement will immediately come into effect such that:
 - (a) the Administrators (in their subsequent capacity as liquidators of the Company) will cause the Company to complete pursuant to the Share Sale and Release Agreement; and
 - (b) the consideration payable by the Proponent under the terms of the Share Sale and Release Agreement will be the DOCA Contribution.
- 18.5 On termination of the DOCA in accordance with clause, the Deed Administrators must deliver to the Company all of the Company's books and records in the possession of the Deed Administrators.

19 Powers and obligations of the Deed Administrators

- 19.1 Each Deed Administrator shall have all of the powers set out in this Deed, in clause 2 of Schedule 8A of the Corporations Regulations and as otherwise provided to deed administrators by the Corporations Act, Corporations Regulations, the IPS, the IPRs or generally at law or in equity.
- 19.2 During the term of this DOCA, the Deed Administrators' powers include the power:
 - 19.2.1 to realise and administer assets available for the payment of Creditors Claims in accordance with the provisions of this DOCA;



- 19.2.2 to remove from office a director of any company in the Group and appoint a person as a director of any company in the Group, whether to fill a vacancy or not;
- 19.2.3 to bring, prosecute and defend in the name and on behalf of the Company, or in the name of the Deed Administrators any action, suits or proceedings relevant to the obligations under the DOCA;
- 19.2.4 to convene and hold meetings of the Creditors and members of the Company for any purpose authorised by the Deed Administrators;
- 19.2.5 to make interim or other distributions of property available for the payment of Participating Creditors Claims as provided in this Deed;
- 19.2.6 to appoint a solicitor, accountant or other professionally qualified person to assist the Deed Administrators;
- 19.2.7 to permit any person authorised by the Deed Administrators to operate any account in the name of the Company;
- 19.2.8 to liaise with any government or regulatory body (including ASIC) for any purpose associated with the business or affairs of the Company;
- 19.2.9 to do all things or execute all documents or deeds in the name of and on behalf of any company in the Group;
- 19.2.10 to execute and do all things reasonably necessary or convenient to be done to give effect to this Deed; and
- 19.2.11 to do anything that is incidental to exercising a power set out in this Deed or the Corporations Act.
- 19.3 On satisfaction of the Initial Conditions Precedent, the Deed Administrators' powers and role in relation to the Company will be limited to approving and attending to the appointment of new directors (if any) to the Company, as instructed by the Proponent, or as otherwise provided for by this Deed including, among other things, as required to assist with the satisfaction of the Initial Conditions Precedent.
- 19.4 Any debts payable by or Claims against the Company giving rise to which occur after the execution of the DOCA, are not liabilities of the Deed Administrators.
- 19.5 Notwithstanding the Prescribed Provisions, during the term of the DOCA, the Deed Administrators will not have the power to:
 - 19.5.1 sell, assign, transfer or otherwise dispose or part with possession of any of the issued shares of the Company or any Subsidiaries (unless the Proponent consents to such sale, assignment, transfer or disposal); or
 - 19.5.2 raise or borrow any money in the Company's name or on behalf of any of Subsidiaries (unless the Proponent consents to such raising or borrowing).



- 19.6 The Deed Administrators will as far as reasonably practicable ensure the Company's compliance with the DOCA.
- 19.7 In exercising the powers conferred by this DOCA and carrying out the duties arising under this DOCA, the Deed Administrators are taken to act as agents for and on behalf of the Company.
- 19.8 The rights, powers and privileges of the Deed Administrators may be exercised by them jointly or severally and as they see fit in their absolute discretion.
-

20 Deed Administrators' lien and indemnity

- 20.1 To the maximum extent permitted by law, the Deed Administrators shall not be personally liable for any debts incurred or any claims, demands, actions, losses, damages, costs, charges, expenses, Statutory Liabilities or liabilities caused by any act, omission or default by or on behalf of:
- 20.1.1 the Deed Administrators in administering this DOCA or exercising their duties and obligations under this DOCA;
 - 20.1.2 the Company; or
 - 20.1.3 any Director, Officer, Member or Creditor of the Company.
- 20.2 Subject to clause 20.7, the Deed Administrators and the Administrators are jointly and severally entitled to be indemnified out of the Assets and the Available Property until the Completion Date, and after the Completion Date, out of the Available Property, for:
- 20.2.1 all demands, costs, losses, expenses, charges, debts, Statutory Liabilities, liabilities, actions, suits, proceedings, accounts, claims, damages, awards and judgments whatsoever arising out of or in any way connected to the administration of the Company and the preparation, negotiation, stamping, execution and administration of this DOCA or the Creditors Trust Deeds;
 - 20.2.2 any amount which the Administrators are entitled to be indemnified out of the assets of the Company in accordance with the Corporations Act, at law or in equity, including any amounts payable by the Administrators pursuant to sections 443A, 443B or 443BA of the Corporations Act;
 - 20.2.3 any debts, liabilities, damages, losses and remuneration to which the statutory indemnity under section 443D of the Corporations Act applies;
 - 20.2.4 any amount for which the Administrators or Deed Administrators are entitled to exercise a lien at law or in equity on the Available Property of the Company;
 - 20.2.5 their remuneration and costs; and



- 20.2.6 all debts, Statutory Liabilities, liabilities, actions, suits, proceedings, accounts, claims, damages, awards and judgments arising out of or in the course of this Deed.
- 20.3 The Deed Administrators and the Administrators' right of indemnity under this Deed and otherwise at law:
 - 20.3.1 has priority over all of the Claims of the Creditors; and
 - 20.3.2 can be paid whether or not the Participating Creditors Claims have been satisfied or extinguished.
- 20.4 The Deed Administrators and the Administrators have a lien over the Assets of the Company and the Available Property until the Completion Date, and after the Completion Date, over the Available Property to secure the Deed Administrators' and the Administrators' rights of indemnity under clause 20.2 of this DOCA.
- 20.5 Nothing in this Deed shall affect or limit the operation of sections 443D, 443E and 443F of the Corporations Act.
- 20.6 The indemnity under clause 20.2 shall not:
 - 20.6.1 be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Administrators or Deed Administrators, and extends to all costs, losses, expenses, charges, debts, damages, awards, judgments, actions, suits, proceedings, accounts, Statutory Liabilities, liabilities, claims and demands arising in any way out of any defect in the appointment of the Administrators or Deed Administrators, or the approval and execution of this DOCA or otherwise; or
 - 20.6.2 affect or prejudice all or any rights that the Administrators or Deed Administrators may have against the Company or any person to be indemnified against the losses, debts, damages, accounts, claims, costs, charges, expenses, Statutory Liabilities and liabilities incurred by the Administrators or Deed Administrators by or incidental to the administration of the Company and the preparation, negotiation, stamping, execution and administration of this DOCA or the Creditors Trust Deeds.
- 20.7 The Deed Administrators and Administrators are not entitled to the indemnity under clause 20.2 against any claim arising out of, in connection with or incidental to:
 - 20.7.1 any fraudulent or negligent act or omission by the Deed Administrators or the Deed Administrators' partners or employees or the Administrators or the Administrators' partners or employees;
 - 20.7.2 any act or omission by either the Deed Administrators, the Deed Administrators' partners or employees, the Administrators or the Administrators' partners or employees that is in breach of good faith; or
 - 20.7.3 in contravention of any provision of sections 180 to 184 of the Corporations Act; or



- 20.7.4 any act done by the Deed Administrators or the Deed Administrators' partners or employees or the Administrators or the Administrators' partners or employees that is outside the powers of the Deed Administrators or Administrator pursuant to any Law or this DOCA.
-

21 Resignation and removal of the Deed Administrators

- 21.1 The appointment of the Deed Administrators may be terminated by their resignation in writing signed by any of them and tendered to the Creditors or by a resolution at a meeting of the Creditors.
- 21.2 In the event of the death of one or all of the Deed Administrators, or in the event of their appointment being terminated in accordance with the provisions of this Deed, the Creditors shall have the power by resolution to appoint a substitute Deed Administrator to carry out their duties at a rate of remuneration not exceeding that determined to be paid to the Deed Administrators and with the powers, duties and functions of the Deed Administrators.
- 21.3 Nothing in this clause affects the Deed Administrators' accrued right to remuneration pursuant to this DOCA or the Deed Administrators' indemnity and lien pursuant to clause 20 of this DOCA or otherwise at law.
-

22 Notice

Form and delivery

- 22.1 A notice, consent, information or request that must or may be given or made to a party under this DOCA is only given or made if it is:
- 22.1.1 delivered or posted to that party at the address stated in this DOCA;
 - 22.1.2 faxed to that party at the fax number stated in this DOCA; or
 - 22.1.3 emailed to that person at the email address stated in this DOCA,
- or at such other address, fax number or email (as the case may be) that has been notified by that party to the other party in writing, from time to time.

Execution of emails

- 22.2 If notice is given by email, the sending party must ensure that it is either signed by means of an electronically produced signature of a person authorised by that party to send the email or states that it is being sent by a person authorised to send the email on behalf of that person.

**Receipt and effect**

- 22.3 A notice, consent, information or request is to be treated as given or made at the following time if it is:
- 22.3.1 delivered, when it is left at the relevant address;
 - 22.3.2 sent by post, three (3) Business Days after it is posted;
 - 22.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number; or
 - 22.3.4 sent by email, as soon as it enters the recipient's information system.
- 22.4 If:
- 22.4.1 a notice, consent, information or request is delivered;
 - 22.4.2 an error free transmission report in relation to a fax of a notice, consent, information or request is received; or
 - 22.4.3 the email enters the recipient's information system,
- after the normal business hours of the party to whom it is delivered or sent, it is to be treated as having been given or made at 9.00am the next Business Day.
-

23 General**Stamp duty and GST**

- 23.1 The Deed Administrators will cause the Company to pay all stamp duty payable on this Deed and any other document required to give effect to, or contemplated by, the provisions of this Deed.
- 23.2 Any GST payable by the Company in respect of a Taxable Supply made under this Deed, or contemplated to be made by this Deed, to another person (including any person bound by this Deed), must be borne by that other person, and will be paid by that person, subject to the prior receipt of a valid tax invoice, in addition to the other consideration given by that person to the Company for the Taxable Supply.

Accumulative rights

- 23.3 The rights, powers and remedies provided by this DOCA are accumulative and do not exclude any rights, powers, authorities, discretions or remedies provided by Law.

Time

- 23.4 Time is of the essence of this DOCA in all respects.

**Variation**

- 23.5 This Deed may be varied, with the consent of the Deed Administrators, by a resolution passed at a meeting of Creditors convened in accordance with the Corporations Act, Corporations Regulations, IPS and PIR, but only if the variation is not materially different from a proposed variation set out in the notice of meeting.

Waiver

- 23.6 The fact that a party fails to do, or delays in doing, something that party is entitled to do under this DOCA does not amount to a waiver of that party's right to do it.
- 23.7 A waiver by a party is only effective if it is in writing.
- 23.8 A written waiver by a party is:
- 23.8.1 only effective in relation to the particular obligation or breach in respect of which it is given; and
 - 23.8.2 is not to be taken as an implied waiver of:
 - (a) any other obligation or breach; or
 - (b) that obligation or breach in relation to any other occasion.

Entire agreement

- 23.9 This DOCA contains everything that the parties have agreed on in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party (or a director, officer, agent or employee of that party), before this DOCA was executed.

Severability

- 23.10 If:
- 23.10.1 a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way;
 - 23.10.2 any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this DOCA, but the rest of this DOCA is not affected; and
 - 23.10.3 the removal of a clause or part of a clause under clause 23.10.2 materially alters the commercial allocation of benefit and risk (or management of risk) under this DOCA, the parties agree to call a meeting of Creditors to consider varying the DOCA to deal with the illegality, unenforceability or invalidity.

Further cooperation

- 23.11 Each party must do anything (including executing a document) another party reasonably requires in writing to give full effect to this DOCA.

**Relationship of the parties**

- 23.12 This DOCA does not create a partnership, agency, fiduciary or any other relationship, except the relationship of contracting parties, between the parties other than in relation to the Creditors Trusts.
- 23.13 No party is liable for an act or omission of another party, except to the extent set out in this DOCA.

Governing Law and jurisdiction

- 23.14 This DOCA is governed by the Law of the State of Western Australia. The parties submit to the exclusive jurisdiction of its Courts. The parties will not object to the exercise of jurisdiction by those Courts on any basis.

Execution of separate documents

- 23.15 This DOCA is properly executed if each party executes this DOCA or an identical document. In the former case, this DOCA takes effect when the last party executes this DOCA. In the latter case, this DOCA takes effect when the last of the identical documents is executed and exchanged.
- 23.16 Evidence of execution of this DOCA by a party may be shown by fax, email or a PDF copy of this DOCA.

Costs and duty

- 23.17 The Administrators' costs of and incidental to the preparation and execution of this DOCA and any duty payable on the Deed are taken to be costs, charges and expenses incurred by the Deed Administrators in connection with or incidental to the administration of this Deed, but only to the extent that the Deed Administrators' right of indemnity under clause 20 is sufficient to meet those costs, charges and expenses and stamp duty.

Survival

- 23.18 This clause and clauses 13, 18.3, and 20 survive the termination of this DOCA.



Execution


Executed as a deed

Date: May 2024

Signed by
Travis Adrian Anderson
in his capacity as joint and several administrator of
Entyr Limited (ACN 118 710 508)
(Receivers and Managers Appointed)
(Administrators Appointed) in the presence of:

)

Witness:

Signature: 
Full Name: EDWARD MICHAEL HALL
Address: [REDACTED]
Occupation: CHARTERED ACCOUNTANT

Signed by
Richard John Hughes
in his capacity as joint and several administrator of
Entyr Limited (ACN 118 710 508)
(Receivers and Managers Appointed)
(Administrators Appointed) in the presence of:

)
)
)
)
)
)

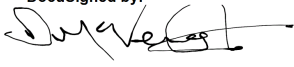
Witness:

Signature: _____
Full Name: _____
Address: _____
Occupation: _____

Deed of Company Arrangement



Executed by)
Avior Asset Management No. 5)
Pty Ltd (ACN 670 323 127))
in accordance with section 127 of)
the *Corporations Act 2001* (Cth) by:)

DocuSigned by:

Signature of Sole Director

Dermott McVeigh
Print name of Sole Director

Date:

Executed by)
Entyr Limited (ACN 118 710 508))
(Receivers and Managers Appointed))
(Administrators Appointed) by its)
joint and several voluntary administrator:)

Signature of Administrator

Signature of Witness

Print name of Administrator

Print name of Witness



Executed by)
Avior Asset Management No. 5)
Pty Ltd (ACN 670 323 127))
in accordance with section 127 of)
the *Corporations Act 2001* (Cth) by:)

Signature of Sole Director

Print name of Sole Director

Date:

Executed by)
Entyr Limited (ACN 118 710 508))
(Receivers and Managers Appointed))
(Administrators Appointed) by its)
joint and several voluntary administrator:)

A handwritten signature in black ink, appearing to be "J. H.", written over a horizontal line.

A handwritten signature in black ink, appearing to be "Travis Anderson", written over a horizontal line.

Signature of Administrator

A handwritten signature in black ink, appearing to be "Travis Anderson", written over a horizontal line.

Print name of Administrator

A handwritten signature in black ink, appearing to be "Bernard Hill", written over a horizontal line.

Signature of Witness

A handwritten signature in black ink, appearing to be "Bernard Hill", written over a horizontal line.

Print name of Witness

Execution**Executed as a deed****Date: May 2024**

Signed by)
Travis Adrian Anderson)
in his capacity as joint and several administrator of)
Entyr Limited (ACN 118 710 508))
(Receivers and Managers Appointed))
(Administrators Appointed) in the presence of:)

Witness:

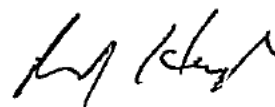
Signature:

Full Name:

Address:

Occupation:

Signed by)
Richard John Hughes)
in his capacity as joint and several administrator of)
Entyr Limited (ACN 118 710 508))
(Receivers and Managers Appointed))
(Administrators Appointed) in the presence of:)



Witness:

Signature:



Full Name:

ISABEL RICHARDSON.

Address:



Occupation:

ANALYST.



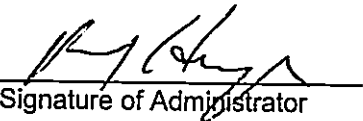
Executed by)
Avior Asset Management No. 5)
Pty Ltd (ACN 670 323 127))
in accordance with section 127 of)
the *Corporations Act 2001* (Cth) by:)

Signature of Sole Director

Print name of Sole Director

Date:

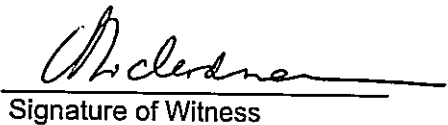
Executed by)
Entyr Limited (ACN 118 710 508))
(Receivers and Managers Appointed))
(Administrators Appointed) by its)
joint and several voluntary administrator:)



Signature of Administrator

RICHARD HUGHES

Print name of Administrator



Signature of Witness

ISABEL RICHARDSON.

Print name of Witness



Schedule 1 – Non-Participating Creditors

Entyr - Non Participating Creditors	Admitted claim
ASIC	\$1,440.00
ASX Operations Pty Ltd	\$2,138.22
Australia Post	\$261.00
Billabong Springs	\$44.00
Buick Plant Services	\$212.85
Commander	\$509.91
Computershare Investor Service	\$1,441.18
Darby Design	\$1,116.50
Fletcher Law	\$6,597.25
FPA Patent Attorneys	\$2,746.52
Gap Corporate Services	\$2,475.00
Jones Lang Lasalle	\$1,257.19
Milner Strategic Services	\$8,250.00
Netier Information Technology Solutions for Business	\$13,580.16
Pitcher Partners	\$25,027.20
Seek	\$1,771.00
Sprinkles Cleaning	\$204.60
Thomson Geer	\$34,439.04
Telstra	\$1,090.70
XBC Business Technology	\$345.25
Total	\$104,947.57



Annexure A – Creditors Trust Deed



The Quadrant, 1 William Street
Perth Western Australia 6000

Tel +61 8 9288 6000

Fax +61 8 9288 6001

lavan.com.au

120

Representing
Western Australians
for more than 120 years

Creditors Trust Deed

Entyr Limited (Receivers and Managers Appointed) (Subject to Deed of Company
Arrangement) (ACN 118 710 508)

Travis Adrian Anderson

Richard John Hughes

16 May 2024

Table of contents

Parties	1
Background	1
1 Definitions	1
Interpretation	2
2 Commencement date	3
3 Appointment and authority of Trustees	3
Appointment	3
Irrevocable	3
4 Declaration of trust	3
5 Creditors Trust Fund	3
6 Distribution of Available Property	4
7 Claims	4
Entitlements	4
Admissibility of Claims	5
Determining Entitlements	5
No Interest	6
Retention of and access to records	6
Superannuation debts not admissible	6
Abandonment of Claims	6
Discharge of claims	6
Claims extinguished	7
Bar	7
8 Timing of payment of Entitlements	7
9 Surplus in the Creditors Trust Fund	7
10 Unclaimed money	7
11 Employee Creditors	7
12 Postponement	8
13 Register	8
Maintain a register	8
Register to be kept open	8
Register conclusive	8
14 Participating Creditors not to enforce	8
15 Meetings of Participating Creditors	8
Procedure	8
Calling of meetings	9
Quorum	9
16 Report to Participating Creditors	9
17 Exclusion of liability	9

18	Release of debts	9
19	Trustees' Powers	10
20	Trustees' remuneration and costs	11
21	Trustees' lien and indemnity	12
22	Termination of Creditors Trust	13
23	Previous operation of this Deed preserved	13
24	Trustees may resign	13
25	Notices	13
	Form and delivery	13
	Execution of emails	14
	Receipt and effect	14
26	General	14
	Accumulative rights	14
	Time	14
	Variation	14
	Waiver	14
	Entire agreement	15
	Severability	15
	Further cooperation	15
	Acts and omissions	15
	Governing Law and jurisdiction	15
	Execution of separate documents	15
	Exclusion of contrary legislation	16
	Survival	16
	Execution	17



Parties

Company	<p>Entyr Limited (ACN 118 710 508) (Receivers and Managers Appointed) (Subject to Deed of Company Arrangement)</p> <p>Address: c/- Deloitte Touche Tohmatsu Riverside Centre, Level 23, 123 Eagle St Brisbane QLD 4000</p> <p>Email: travisanderson@deloitte.com.au richughes@deloitte.com.au</p> <p>Attention: Travis Anderson and Richard Hughes</p>
Trustees	<p>Travis Adrian Anderson and Richard John Hughes</p> <p>Address: c/- Deloitte Touche Tohmatsu Riverside Centre, Level 23, 123 Eagle St Brisbane QLD 4000</p> <p>Email: travisanderson@deloitte.com.au richughes@deloitte.com.au</p> <p>Attention: Travis Anderson and Richard Hughes</p>

Background

- A On 10 May 2024, the Creditors voted in favour of executing the Parent DOCA and agreed that the Trustees would act as (amongst other things) Trustees for the Creditors' Trust.
- B The purpose of this Deed is to distribute the Available Property to the Participating Creditors pursuant to the terms of Parent DOCA and this Deed.
- C The Company and the Trustees have agreed to enter into this Deed to comply with, and give effect to, the Parent DOCA.

1 Definitions

- 1.1 Unless defined below, capitalised terms used in this Deed have the meaning set out in the Parent DOCA:

Admitted Claims means any Claim(s) of any Participating Creditor admitted by the Trustees after adjudication in accordance with clause 7.3 of this Deed or the Deed Administrators in accordance with the Parent DOCA.

Creditors Trust Fund has the meaning given to that term in clause 5.1 of this Deed.

Commencement Date	means the commencement date of this Deed as contemplated by clause 2 of this Deed.
Deed	means this deed, as amended, supplemented or varied from time to time.
Entitlements	means the entitlement of a Participating Creditor to a distribution in respect of the Participating Creditors Claim pursuant to this Deed and the Parent DOCA.
Final Dividend	means the final dividend paid to a Participating Creditor under clause 6.
Parent DOCA	means the deed of company arrangement entered into between the Deed Administrators, the Company and the Proponent executed on or around the date of this Deed.
Published FX Rate	means the opening inward remittances carded foreign exchange rate issued by the Commonwealth Bank of Australia on the Relevant Date.
Trustees Act	means the <i>Trustees Act 1962</i> (WA).
Trustees' Powers	means the trusts, rights, powers and remedies granted by Law and exercisable by the Trustees.

Interpretation

- 1.2 In this Deed, unless the context otherwise requires:
- 1.2.1 Headings or subheadings are for convenience only and do not affect the interpretation of any provision of this Deed.
 - 1.2.2 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
 - 1.2.3 The singular includes the plural and vice versa.
 - 1.2.4 Words expressed in one gender include the other gender.
 - 1.2.5 A "person" includes an individual, partnership, firm, company, government, joint venture, association, authority, corporation or other body corporate.
 - 1.2.6 References to the parties, background, parts, clauses, schedules and annexures are references to the parties, background, parts, clauses, schedules and annexures to this Deed.
 - 1.2.7 The expression "this Deed" includes the agreement, arrangement, understanding or transaction recorded in this Deed.
 - 1.2.8 References to a party to this Deed include that party's executors, administrators, substitutes, successors and permitted assigns.
 - 1.2.9 A reference to a group of people is a reference to all of them collectively and to each of them individually.

- 1.2.10 References to time are to time in Perth, Western Australia.
 - 1.2.11 If the date on or by which any act must be done under this Deed is not a Business Day, the act must be done on or by the next Business Day.
 - 1.2.12 A covenant or agreement made by, or for the benefit of, two or more persons binds, and is enforceable against, or may be exercised by (as the case may be), those persons jointly and each of them severally.
 - 1.2.13 A reference to any statute or to any statutory provision includes any amendment, re-enactment or consolidation of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it.
 - 1.2.14 "\$" or "dollars" is a reference to Australian currency.
 - 1.2.15 A reference to a thing or an amount includes the whole or part of that thing or amount.
-

2 Commencement date

- 2.1 Subject to all parties having signed this document, the Creditors Trust shall come into effect and the Deed Administrators shall act as Trustees pursuant to this Deed upon the transfer of the Available Property by the Deed Administrators to the Trustees pursuant to the terms of the Parent DOCA.
-

3 Appointment and authority of Trustees

Appointment

- 3.1 In accordance with the terms of the Parent DOCA, the Participating Creditors and the Company have appointed the Trustees as the trustee of the Creditors Trust on the terms and conditions contained in this Deed.

Irrevocable

- 3.2 Subject to clause 19, the appointment of the Trustees is irrevocable prior to the application of the Available Property pursuant to this Deed.
-

4 Declaration of trust

- 4.1 The Trustees declare that the Trustees will hold the Available Property on trust for the benefit of the Participating Creditors subject to the terms and conditions of this Deed.
-

5 Creditors Trust Fund

- 5.1 The Creditors Trust Fund will be comprised of the Available Property.
-

6 Distribution of Available Property

- 6.1 The Administrators', Deed Administrators' and Trustees' remuneration and expenses for administering their duties will be approved by the Company's creditors at a duly convened meeting as set out in the Corporations Act and such remuneration and expenses will be afforded the priority out of the Available Property as provided for by the terms of the Parent DOCA and this Deed.
- 6.2 Subject to the Initial Conditions Precedent being satisfied by 31 May 2024 and clause 6.3 below, the Administrators', Deed Administrators' and Trustees' remuneration are provided for as follows in the Parent DOCA and the Subsidiary DOCA:
- 6.2.1 the sum of \$750,000 for the Administrators' remuneration; and
 - 6.2.2 the sum of \$100,000 for the Deed Administrators' and Trustees' remuneration.
- 6.3 The Proponent will be liable for the Administrators', Deed Administrators' and Trustees' remuneration, costs, expenses and trading costs incurred after 17 May 2024 unless any delay in the Hand Over beyond that date is solely attributable to, or caused by, the Administrators, the Deed Administrators and Trustees.
- 6.4 The Available Property will, subject to each Participating Creditor having an Admitted Claim, be distributed as follows:
- 6.4.1 firstly, the remuneration, costs and expenses of the Administrators, Deed Administrators and Trustees will be paid in full, as provided for by clause 6.2 or as otherwise increased in accordance with clause 6.3 or by resolution of Participating Creditors;
 - 6.4.2 secondly, a distribution will be made to Class A Creditors up to a maximum of the total amount owed to Class A Creditors as at the date of execution of the Parent DOCA;
 - 6.4.3 next, a distribution will be made to Class B Creditors up to a maximum of the total amount owed to Class B Creditors as at the date of execution of the Parent DOCA;
 - 6.4.4 next, a distribution will be made to Class C Creditors up to a maximum of the total amount owed to Class C Creditors as at the date of execution of the Parent DOCA in proportion to the value of their claims against the Company.
- 6.5 Any surplus of funds that exists after payment of Class C Creditors will be paid directly to the Company.
-

7 Claims

Entitlements

- 7.1 Each Participating Creditor is entitled to its Entitlement as determined in accordance with the terms of this Deed and the Parent DOCA.

Admissibility of Claims

- 7.2 In accordance with the Parent DOCA and this Deed, the Claims of the Participating Creditors which are extinguished by the Parent DOCA will be replaced with an Entitlement as a beneficiary of the Creditors Trust Fund for an amount equal to the quantum of the Admitted Claim of that Participating Creditor expressed as an equal percentage of the aggregate of all Admitted Claims of all Participating Creditors and determined as if the relevant Claim remained on foot against the Company.

Determining Entitlements

- 7.3 The Trustees shall consider the Claims of each of the Participating Creditors for the purpose of determining the Participating Creditor's Entitlements under this Deed at their absolute discretion, including to:
- 7.3.1 admit all or part of a Claim;
 - 7.3.2 reject all or part of a Claim; or
 - 7.3.3 pay any Admitted Claim.
- 7.4 For the purpose of determining a Participating Creditor's Claim, and hence Entitlement, regulations 5.6.39 to 5.6.72 of the Corporations Regulations shall apply to this Deed (where applicable and with necessary modifications and subject to the terms of this Deed and the Parent DOCA), however the Trustees have the absolute discretion to determine and pay any Participating Creditors Claim at any time without the need for strict compliance with regulations 5.6.39 to 5.6.72.
- 7.5 Sub-divisions A to E of Division 6 of Part 5.6 of the Corporations Act will apply (where applicable and subject to any necessary modifications and subject to the express terms of this Deed and the Parent DOCA), to the adjudication of Participating Creditor's Claims under this Deed.
- 7.6 Where a Claim is in a foreign currency, the amount of the Claim that is admissible to proof is the equivalent in Australian currency of the amount of the foreign currency, worked out by reference to Published FX Rate.
- 7.7 Any notice given by the Deed Administrators or the Trustees requiring a Creditor to submit particulars of their claim or formally prove their claim will be treated as sufficient to comply with regulations 5.6.39 to 5.6.50 of the Corporations Regulations.
- 7.8 In adjudicating the Participating Creditor's Claims, the Trustees are entitled to adopt the conclusions and findings of the Administrators whether in their capacity as voluntary administrators or deed administrators, such that if a Participating Creditor's Claim has been previously rejected, it is to be treated as rejected under this Deed and if a Participating Creditor's Claim has been previously admitted, it is to be treated as having been admitted under this Deed.
- 7.9 Where the Trustees propose to reject a Claim (whether in full or part) the Trustees shall send a notice to the Participating Creditor informing them of the proposed rejection and giving them 14 days within which to make an application to the Court to determine the questions relating to the Claim.
- 7.10 Where any provision of the Corporations Act or Corporations Regulations is incorporated into or is said to apply to this Deed, that provision is incorporated into or applies to this Deed with all modifications as are necessary to give effect to this Deed, and as if references to the 'liquidator', 'provisional liquidator', 'administrator' or the like,

were references to the 'Trustee', and references to 'winding up' were references to the arrangement effected by this Deed and to the extent of any inconsistency the terms of this Deed and the Parent DOCA will prevail.

No Interest

- 7.11 Interest does not accrue, and is not payable, in respect of any Participating Creditor's Claims or Entitlements.

Retention of and access to records

- 7.12 The Trustees may at any time inspect and copy the books and records of the Company and the Company authorises the Trustees and their staff to enter the Company's premises on any Business Day between the hours of 9.00am and 5.00pm with no less than 24 hours prior notice for the purpose of conducting such an inspection and taking copies 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.

Superannuation debts not admissible

- 7.13 For the purposes of Section 444DB of the Corporations Act, the Trustees must determine that a debt (or part thereof) by way of a Superannuation Contribution is not admissible to proof as a Participating Creditor's Claim if:
- 7.13.1 that debt (or part of the debt) by way of Superannuation Guarantee Charge:
 - (a) has been paid; or
 - (b) is, or is to be, admissible against, the Company; and
 - 7.13.2 the Trustees are satisfied that the Superannuation Guarantee Charge is attributable to the whole (or part thereof) of that first-mentioned debt.

Abandonment of Claims

- 7.14 A Participating Creditor (other than an Non-Participating Creditor) is deemed to have abandoned its Claim and Entitlements if prior to a final distribution to the Participating Creditors pursuant to clause 6 of this Deed, the Participating Creditor:
- 7.14.1 fails to submit a proof of debt in respect of the Participating Creditor's Claims as required by the Trustees; or
 - 7.14.2 having submitted a proof of debt which is rejected by the Trustees, or has been rejected by the Deed Administrators, fails to appeal to the Court against the rejection in the timeframe specified by this Deed and the Parent DOCA (as applicable).
- 7.15 If the Trustees declare an interim dividend, regulation 5.6.65 of the Corporations Regulations will apply to the Claims and Entitlements of any Participating Creditors who fail to submit a proof of debt before the date on which the interim dividend is paid.

Discharge of claims

- 7.16 All Participating Creditors having a Claim must accept their Entitlements under this Deed (if any) in full satisfaction and complete discharge of all Claims which they have or claim to have and the Participating Creditors acknowledge that there may be insufficient cash to meet each Admitted Claim and Entitlement in full 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.

Claims extinguished

- 7.17 On payment of the Final Dividend to the Participating Creditors from the Creditors Trust Fund, all Claims against the Creditors Trust Fund are extinguished and each Participating 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.

Bar

- 7.18 After distribution of the Final Dividend from the Creditors Trust Fund, the Trustees may plead this Deed in bar to any Participating Creditor's Claim.

8 Timing of payment of Entitlements

- 8.1 The Trustees shall pay the Entitlements out of the Available Property received by them by one or more instalments, as the Trustees may determine, at such times as the Trustees in their absolute discretion decide.

9 Surplus in the Creditors Trust Fund

- 9.1 If, following the payments in clauses 6, 20 and 21, there is a surplus of funds in the Creditors Trust Fund, such surplus shall be paid by the Trustees to the Company.

10 Unclaimed money

- 10.1 If the Trustees, for any reason, are unable to locate a Participating Creditor, or if any cheque sent by the Trustees to a Participating Creditor has not been presented within six (6) months, then:
- 10.1.1 the Trustees shall stop payment of such cheque;
 - 10.1.2 the monies represented by such stopped cheque or held by the Trustees on behalf of the Participating Creditor shall be paid to ASIC; and
 - 10.1.3 the provisions of sections 544(1) and 544(3) of the Corporations Act will apply.

11 Employee Creditors

- 11.1 For the purposes of section 444DA of the Corporations Act, any Employees will retain a priority in respect of the assets in the Creditors Trust, at least equal to that which they would have been entitled if the property of the Company had been applied in accordance with sections 556, 560 and 561 of the Corporations Act.

12 Postponement

- 12.1 If proceedings are brought by any person in respect of the distribution of the Creditors Trust Fund and the Trustees have made or apprehend they will make a claim on any indemnity which they may have under this Deed, the Parent DOCA or otherwise at law, then the Trustees are entitled, at their sole discretion, to postpone the payment of any distribution until determined by the Trustees.
-

13 Register

Maintain a register

- 13.1 The Trustees shall maintain an up-to-date register and shall enter in the register in respect of each Entitlement:
- 13.1.1 the Participating Creditor's name and address;
 - 13.1.2 details of each Claim and Entitlement including the balance outstanding after payment of any amount under this Deed, and
 - 13.1.3 amounts paid to each Participating Creditor pursuant to this Deed.

Register to be kept open

- 13.2 The Trustees shall keep the register open at all reasonable times during business hours for the inspection of Participating Creditors or any person authorised in writing by a Participating Creditor.

Register conclusive

- 13.3 The register is conclusive evidence of the matters entered on the register.
-

14 Participating Creditors not to enforce

- 14.1 A Participating Creditor shall not take actions or steps to enforce the Participating Creditor's rights to recover the whole or part of the Claim or Entitlement owed to the Participating Creditor whilst the Trustees remain the Trustees.
-

15 Meetings of Participating Creditors

Procedure

- 15.1 Except as expressly set out in this clause, the procedure for calling and holding of meetings of the Participating Creditors and the Trustees shall be determined by the Trustees but so nearly as possible shall conform with the procedure as if the Trustees were the deed administrators of the Companies and the Company the subject of the Parent DOCA.
-

Calling of meetings

- 15.2 A meeting of the Participating Creditors and the Trustees may be convened at any time by the Trustees by giving not less than three (3) Business Days' notice to each Participating Creditor in accordance with this Deed and the Parent DOCA (including for the purpose of approving further Trustees' Costs, Expenses and Remuneration) and except to the extent (if any) they are excluded or modified by or are inconsistent with the terms of this Deed, Division 75 (excluding sections 75-40, 75-145(1)(c) and 75-145(6)(b) and Subdivisions E, F and G) of the IPR applies, with such modifications as are necessary, to meetings of the Participating Creditors as if the references to the external administrator or the person presiding at the meeting, as the case may be, were references to the Trustees.
- 15.3 The IPR, IPS and the Corporations Regulations applicable to the passing of resolutions without meetings (as provided for in section 75-40 of the IPS and 75-130 of the IPR) will apply to this Deed with such modifications as are necessary.

Quorum

- 15.4 The quorum required for a meeting of Participating Creditors and the Trustees are:
- 15.4.1 the Trustees; and
 - 15.4.2 at least two of the Participating Creditors whether present in person or by proxy.

16 Report to Participating Creditors

- 16.1 Upon a meeting being convened pursuant to clause 15, the Trustees must send each Participating Creditor, prior to the meeting, a report as to the state of affairs of the Creditors Trust accompanied by such financial statements as the Trustees deem appropriate. The report must include:
- 16.1.1 a statement explaining the circumstances which have caused the Trustees to convene the meeting pursuant to clause 15; and
 - 16.1.2 a statement that this Creditors Trust will be terminated if the Participating Creditors so resolve, in which case clause 22.2 shall apply.

17 Exclusion of liability

- 17.1 The Trustees are not liable for any Statutory Liabilities, liabilities, losses, damages, costs or expenses which may result from the exercise or attempted exercise of the Trustees' Powers in the absence of wilful default, fraud or gross negligence.

18 Release of debts

- 18.1 Payment of amounts by the Company to the Trustees under the terms of the Parent DOCA releases the Company from the debts only to the extent as provided therein

and does not release the Company from any of their obligations as provided for in this Deed.

19 Trustees' Powers

- 19.1 Without limiting the powers that the Trustees have by operation of the Trustees Act or otherwise at law, for the purposes of administering the trust created by this Deed, the Trustees have the following powers:
- 19.1.1 to administer the Creditors Trust Fund in accordance with the provisions set out in the Parent DOCA and this Deed;
 - 19.1.2 to fulfil the Trustees' obligations in accordance with the terms of this Deed;
 - 19.1.3 to sell, re-invest or otherwise deal with the assets of the Creditors Trust Fund;
 - 19.1.4 to perfect title in any assets of the Creditors Trust Fund;
 - 19.1.5 to insure any assets of the Creditors Trust Fund;
 - 19.1.6 to, at any time, call meetings of the Participating Creditors for the purpose of considering the variation or termination of this Deed in accordance with the provisions of this Deed;
 - 19.1.7 to admit Claims to proof in accordance with the provisions of the Parent DOCA and this Deed;
 - 19.1.8 to determine Admitted Claims and then to pay dividends in accordance with the terms of this Deed;
 - 19.1.9 to act as attorney for the Company or any other person for any purpose associated with the Creditors Trust or this Deed;
 - 19.1.10 to enforce compliance with the terms of this Deed;
 - 19.1.11 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;
 - 19.1.12 to enter upon or take possession of the Creditors Trust Fund and to collect the revenue or income from or interest on the Creditors Trust Fund and exercise any rights or powers relating to any part of the Creditors Trust Fund;
 - 19.1.13 to convene and hold meetings of the Participating Creditors for any purpose as the Trustees consider fit;
 - 19.1.14 to permit any person authorised by the Trustees to operate any account in the name of the Trustees;
 - 19.1.15 to do all acts and execute in the name and on behalf of the Creditors Trust all deeds, receipts and other documents;
 - 19.1.16 to draw, accept, make or endorse any bill of exchange or promissory note in the name and on behalf of the Creditors Trust;

- 19.1.17 subject to the 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;
- 19.1.18 to bring or defend an application for the vesting or winding up of the Creditors Trust;
- 19.1.19 to report to the Participating Creditors from time to time;
- 19.1.20 to make interim or other distributions of the Available Property;
- 19.1.21 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;
- 19.1.22 to appoint a solicitor, accountant or other professionally qualified person to assist the Trustees;
- 19.1.23 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;
- 19.1.24 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 Statutory Liability, including income tax, capital gains tax or GST;
- 19.1.25 to do anything incidental to exercising a power set out in this Deed; and
- 19.1.26 to do anything else that is necessary or convenient for administering the Creditors Trust.

20 Trustees' remuneration and costs

- 20.1 The Trustees are entitled to be reimbursed from the Available Property for the whole of the Statutory Liabilities, liabilities, costs, charges and expenses they incur in connection with or incidental to acting as the Trustees up to the capped amount as prescribed at cl 6.2 above.
- 20.2 The Trustees may pay their remuneration and Statutory Liabilities, liabilities, costs, charges and expenses at any time but not before the last two (2) Business Days of each month.
- 20.3 The Trustees' remuneration for the Trustees' services as Trustees is to be calculated as follows:

Remuneration = Time x Firm's Rates where:

Time means the time actually spent by the Trustees and any of the Trustees' partners or employees in performance of the services (to be calculated in 6 minute units or part of them); and

Firm's Rates means the Trustees' standard hourly rates from time to time.

- 20.4 The Trustees' remuneration for the Trustees' services as Trustees of this Deed will not exceed such amount as is approved from time to time by a resolution of

Participating Creditors or by the Court upon application under the *Trustees Act 1962* (WA) or any other law.

- 20.5 The Trustees may draw their costs, expenses and remuneration from the Available Property, as provided for by the terms of the Parent DOCA and this Deed.
- 20.6 The Trustees are entitled to be reimbursed from the Available Property for the whole of the costs, charges, disbursements and expenses incurred by the Trustees in connection with or incidental to the Trustees' administration of this Deed, as provided for by the terms of the Parent DOCA and this Deed.

21 Trustees' lien and indemnity

- 21.1 The Trustees shall not be personally liable for:
 - 21.1.1 any debts incurred or any claims, demands, actions, loss, damage, costs, charges, expenses or liabilities caused by any act, omission or default by or on behalf of the Company; or
 - 21.1.2 any debts incurred or any claims, demands, actions, loss, damage, costs, charges, expenses or liabilities suffered or sustained or incurred by any Officer, Member or Creditor of the Company.
- 21.2 The Trustees are jointly and severally entitled to be indemnified out of the Available Property for:
 - 21.2.1 any Statutory Liabilities and liabilities for which the Trustees are liable in connection with or incidental to acting as the Trustees;
 - 21.2.2 the Trustees' costs, charges and expenses incurred in connection with or incidental to acting as the Trustees, and
 - 21.2.3 the Trustees' remuneration payable under this Deed subject to the provisions of clause 20.
- 21.3 The Trustees have a lien and charge over the Available Property to secure the Trustees' rights of indemnity under clause 21.2 of this Deed.
- 21.4 The indemnity under clause 21.2 shall not:
 - 21.4.1 be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Trustees, and extends to all fees, remuneration, actions, suits, proceedings, accounts, Statutory Liabilities, 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, the Parent DOCA or otherwise;
 - 21.4.2 affect or prejudice all or any rights that the Trustees may have against the Companies or any person to be indemnified against the fees, remuneration, costs, charges, expenses, Statutory Liabilities and liabilities incurred by the Trustees by or incidental to the exercise or performance of any of the powers or authorities conferred on the Trustees by this Deed or otherwise; or

- 21.4.3 be enforceable by the Trustees if the amount owing arises out of any wilful default, fraud or grossly negligent act or omission done or omitted by the Trustees.

22 Termination of Creditors Trust

- 22.1 This Creditors Trust shall terminate upon:
- 22.1.1 distribution of the Available Property in accordance with clauses 6, 20 and 21 of this Deed; or
 - 22.1.2 the Participating Creditors so resolving pursuant to clause 15.
- 22.2 If the Deed is terminated pursuant to clause 22.1.2, then any remaining part of the Creditors Trust Fund must be immediately paid to the Company and shall not be available for distribution to Participating Creditors.

23 Previous operation of this Deed preserved

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

24 Trustees may resign

- 24.1 The Trustees may resign at any time by giving not less than 30 days' prior notice to the Participating Creditors and to the Company.
- 24.2 Despite clause 24.1 and the terms of any other document dealing with the resignation of the Trustees, no resignation of the Trustees takes effect unless:
- 24.2.1 one or more replacement Trustees have been nominated by the outgoing Trustees;
 - 24.2.2 the replacement Trustees undertake to act as the Trustees and be bound in that capacity by the terms of this document and any other document to which the Trustees are a party in their capacity as Trustees; and
- 24.3 the replacement Trustees obtain title to the Available Property and Creditors Trust Fund in their capacity as Trustees.

25 Notices

Form and delivery

- 25.1 A notice, consent, information or request that must or may be given or made to a party under this Deed is only given or made if it is:
- 25.1.1 delivered or posted to that party at the address stated in this Deed;

- 25.1.2 faxed to that party at the fax number stated in this Deed; or
 - 25.1.3 emailed to that person at the email address stated in this Deed,
- or at such other address, fax number or email (as the case may be) that has been notified by that party to the other party in writing, from time to time.

Execution of emails

- 25.2 If notice is given by email, the sending party must ensure that it is either signed by means of an electronically produced signature of a person authorised by that party to send the email or states that it is being sent by a person authorised to send the email on behalf of that person.

Receipt and effect

- 25.3 A notice, consent, information or request is to be treated as given or made at the following time if it is:
 - 25.3.1 delivered, when it is left at the relevant address.
 - 25.3.2 sent by post, three (3) Business Days after it is posted.
 - 25.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
 - 25.3.4 sent by email, as soon as it enters the recipient's information system.
- 25.4 If:
 - 25.4.1 a notice, consent, information or request is delivered;
 - 25.4.2 an error free transmission report in relation to a fax of a notice, consent, information or request is received; or
 - 25.4.3 the email enters the recipient's information system,after the normal business hours of the party to whom it is delivered or sent, it is to be treated as having been given or made at 9.00am the next Business Day.

26 General

Accumulative rights

- 26.1 The rights, powers and remedies provided by this Deed are accumulative and do not exclude any rights, powers, authorities, discretions or remedies provided by Law.

Time

- 26.2 Time is of the essence of this Deed in all respects.

Variation

- 26.3 This Deed, including the schedules, can only be varied by the parties in writing, signed by all of the parties.

Waiver

- 26.4 The fact that a party fails to do, or delays in doing, something that party is entitled to do under this Deed does not amount to a waiver of that party's right to do it.

- 26.5 A waiver by a party is only effective if it is in writing.
- 26.6 A written waiver by a party is:
- 26.6.1 only effective in relation to the particular obligation or breach in respect of which it is given; and
 - 26.6.2 is not to be taken as an implied waiver of:
 - (a) any other obligation or breach; or
 - (b) that obligation or breach in relation to any other occasion.

Entire agreement

- 26.7 This Deed and the Parent DOCA contain everything that the parties have agreed on in relation to the matters they deal with. No party can rely on an earlier document, or anything said or done by another party (or a Director, Officer, agent or Employee of that party), before these documents were executed.

Severability

- 26.8 If:
- 26.8.1 a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way;
 - 26.8.2 any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected; and
 - 26.8.3 the removal of a clause or part of a clause under clause 26.8.2 materially alters the commercial allocation of benefit and risk (or management of risk) under this Deed, the Trustees will call a meeting of the Participating Creditors to determine how to proceed.

Further cooperation

- 26.9 Each party must do anything (including executing a document) another party reasonably requires in writing to give full effect to this Deed.

Acts and omissions

- 26.10 No party is liable for an act or omission of another party, except to the extent set out in this Deed.

Governing Law and jurisdiction

- 26.11 This Deed is governed by the Law of the State of Western Australia. The parties submit to the non-exclusive jurisdiction of its Courts. The parties will not object to the exercise of jurisdiction by those Courts on any basis.

Execution of separate documents

- 26.12 This Deed is properly executed if each party executes this Deed or an identical document. In the former case, this Deed takes effect when the last party executes this Deed. In the latter case, this Deed takes effect when the last of the identical documents is executed and exchanged.
- 26.13 Evidence of execution of this Deed by a party may be shown by fax, email or a PDF copy of this Trust Deed.



Exclusion of contrary legislation

26.14 To the full extent permitted by Law, any legislation that adversely affects a right, remedy or obligation of a party, under or relating to this t Deed is excluded.

Survival

26.15 This clause and clauses 20 and 21 survive the termination of this Deed.

Execution

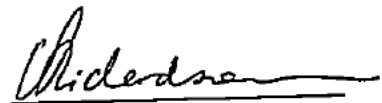
Executed as a deed

Date: 16 May 2024

Executed by
Entyr Limited (ACN 118 710 508)
(Receivers and Managers Appointed)
(Subject to Deed of Company Arrangement)
by its joint and several deed administrator:


Signature of Administrator

RICHARD HUGHES
Print name of Administrator


Signature of Witness

ISABEL RICHARDSON.
Print name of Witness

Signed by Travis Adrian Anderson)
in his capacity as trustee of the)
Creditors Trust in the presence of:)

Witness:

Signature:

Full Name:

Address:

Signed by Richard John Hughes)
in his capacity as trustee of the)
Creditors Trust in the presence of:)

Witness:

Signature: 

Full Name: ISABEL RICHARDSON.

Address: 

Occupation: ANALYST.

Execution**Executed as a deed****Date: May 2024**


Executed by
Entyr Limited (ACN 118 710 508)
(Receivers and Managers Appointed)
(Subject to Deed of Company Arrangement)
by its joint and several deed administrator:



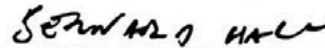
Signature of Administrator



Signature of Witness



Print name of Administrator



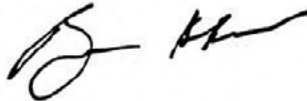
Print name of Witness

Signed by Travis Adrian Anderson
in his capacity as trustee of the
Creditors Trust in the presence of:

)
)
)

Witness:

Signature:

Full Name: **BERNARD MILLER HALL**

Address:

**CHARTERED ACCOUNTANT**

Signed by Richard John Hughes
in his capacity as trustee of the
Creditors Trust in the presence of:

)
)
)

Witness:

Signature:

Full Name:

Address:

Occupation:



The Quadrant, 1 William Street
Perth Western Australia 6000

Tel +61 8 9288 6000

Fax +61 8 9288 6001

lavan.com.au

120

Representing
Western Australians
for more than 120 years

Deed of Company Arrangement

Australian Tyre Processors Pty Ltd (ACN 623 880 446) (Administrators Appointed)

Keshi Technologies Pty Ltd (ACN 608 957 259) (Administrators Appointed)

Pearl Global Management Pty Ltd (ACN 123 190 894) (Administrators Appointed)

Rubber Reclamation Industries Pty Ltd (ACN 168 248 397) (Administrators
Appointed)

Av rAs tManagem t .5 y d (N 0 3 127

6 y 2024



Table of contents

Parties	1
Recitals	2
1 Definitions	2
1 Interpretation	12
2 Objects of the DOCA	13
3 Term of this DOCA	13
4 Appointment and duration of the Deed Administrators	14
5 Moratorium	14
6 Premises Lease	15
7 Non-Participating Creditors	15
8 Distribution of Trust Fund	16
9 Initial Conditions Precedent	16
10 DOCA Loan	17
11 Directors and Officers	18
12 Completion	20
13 Property available to distribute to Creditors and related matters	22
14 Release of Claims	22
15 Taxation and superannuation liability	24
16 Power of attorney	24
17 Reporting to Creditors	25
18 Carrying on the Business of the Subsidiaries	25
19 Termination of DOCA	26
20 Powers and obligations of the Deed Administrators	26
21 Deed Administrators' lien and indemnity	28
22 Resignation and removal of the Deed Administrators	30
23 Notice	30
Form and delivery	30
Execution of emails	31
Receipt and effect	31
24 General	31
Stamp duty and GST	31
Accumulative rights	31
Time	32
Variation	32
Waiver	32



Entire agreement	32
Severability	32
Further cooperation	33
Relationship of the parties	33
Governing Law and jurisdiction	33
Execution of separate documents	33
Costs and duty	33
Survival	33
Execution	34
Schedule 1 – Non-Participating Creditors	39
Annexure A – Creditors Trust Deed	40



Parties

Administrators

Travis Adrian Anderson and Richard John Hughes as joint and several administrators of the Subsidiaries

Address: c/- Deloitte Touche Tohmatsu
Riverside Centre, Level 23, 123 Eagle St
Brisbane QLD 4000

Email: travisanderson@deloitte.com.au
richughes@deloitte.com.au

Attention: Travis Anderson and Richard Hughes

Proponent

Avior Asset Management No.5 Pty Ltd (ACN 670 323 127)

Address: Suite 2, Level 2, 1160 Hay Street
West Perth WA 6005

Email: dmcveigh@aviorconsulting.com.au

Attention: Dermott McVeigh

ATP

Australian Tyre Processors Pty Ltd (ACN 623 880 446)
(Administrators Appointed)

Address: c/- Deloitte Touche Tohmatsu
Riverside Centre, Level 23, 123 Eagle St
Brisbane QLD 4000

Email: travisanderson@deloitte.com.au
richughes@deloitte.com.au

Attention: Travis Anderson and Richard Hughes

Keshi

Keshi Technologies Pty Ltd (ACN 608 957 259) (Administrators Appointed)

Address: c/- Deloitte Touche Tohmatsu
Riverside Centre, Level 23, 123 Eagle St
Brisbane QLD 4000

Email: travisanderson@deloitte.com.au
richughes@deloitte.com.au

Attention: Travis Anderson and Richard Hughes

PGM

Pearl Global Management Pty Ltd (ACN 123 190 894) (Administrators Appointed)

Address: c/- Deloitte Touche Tohmatsu
Riverside Centre, Level 23, 123 Eagle St
Brisbane QLD 4000

Email: travisanderson@deloitte.com.au
richughes@deloitte.com.au

Attention: Travis Anderson and Richard Hughes



RRI Rubber Reclamation Industries Pty Ltd (ACN 168 248 397)
(Administrators Appointed)
Address: c/- Deloitte Touche Tohmatsu
Riverside Centre, Level 23, 123 Eagle St
Brisbane QLD 4000
Email: travisanderson@deloitte.com.au
richughes@deloitte.com.au
Attention: Travis Anderson and Richard Hughes

Recitals

- A On 26 March 2024, the Administrators were appointed as joint and several voluntary administrators of the Subsidiaries pursuant to section 436A of the Corporations Act.
- B The Proponent proposed a deed of company arrangement in respect of the Subsidiaries to the Administrators on the terms set out in this Deed.
- C The first meeting of each of the Creditors pursuant to section 436E of the Corporations Act was held on 9 April 2024.
- D On or about 10 May 2024, pursuant to section 439A of the Corporations Act, the second meeting of the Creditors was held, at which the Creditors resolved that the Subsidiaries should execute this deed of company arrangement as proposed by the Proponent.
- E The Administrators have consented to be the Deed Administrators and to administer this Deed.
- F The Administrators, Proponent and the Subsidiaries have agreed to execute this Deed to give effect to the resolution in Recital D above.
- G Subject to the terms of this Deed, this Deed binds all Creditors in accordance with section 444D of the Corporations Act, and also binds the Subsidiaries and their Officers and Members in accordance with section 444G of the Corporations Act.
-

1 Definitions

1.1 In this DOCA the following definitions apply:

Administrators means Travis Adrian Anderson and Richard John Hughes in their capacities as joint and several voluntary administrators of each of the Subsidiaries.

Administration has the same meaning ascribed to this term in section 9 of the Corporations Act.



ASIC	means the Australian Securities & Investments Commission.
ASIC Relief	means relief for the purposes of section 606 of the Corporations Act.
Assets	means all of the assets and undertakings of the Subsidiaries, excluding the Available Property.
ATO	means the Australian Taxation Office.
Available Property	<p>means the assets of the Creditors Trust, which is comprised of the following (less the Administrators' trading liabilities):</p> <ul style="list-style-type: none"> (a) the balance of Cash at Bank that was held by the Deed Administrators on the Group's behalf immediately prior to establishment of the Creditors Trust, except any cash held on term deposit as security for the Group's Premises Lease; (b) any invoices payable to the Group where the invoice was dated prior to establishment of the Creditors Trust; and (c) the DOCA Contribution.
Business	means the business carried on by the Subsidiaries as at the Relevant Date or Execution Date.
Business Day	means a day other than a Saturday, Sunday or public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.
Cash at Bank	means the actual positive cash figure as represents the amount of money held by the Subsidiaries or the Administrators for the purposes of the administration of the Subsidiaries in any and all bank accounts from time to time.
Claim	means any action, demand, suit, proceeding, debt, claim, loss, damage or other liability (present or future, certain or contingent, ascertained or sounding only in damages) whatsoever and howsoever incurred, which arises directly or indirectly from any act or omission by the Subsidiaries or by any agreement, circumstance or event occurring on or before the Relevant Date.
Class A Creditors	means a class of creditors identified as 'Class A Creditors' to comprise the Subsidiaries' Priority Creditors for each



Priority Creditor's Claim for outstanding superannuation contributions.

Class B Creditors

means a class of creditors identified as 'Class B Creditors' to comprise the Subsidiaries' Priority Creditors for each Priority Creditor's Claim for employee entitlements (excluding superannuation) for the Subsidiaries' former employees to the extent that their claim would attract a priority pursuant to section 556 of the Corporations Act in the event of the Subsidiaries liquidation.

Class C Creditors

means:

- (a) all of the Subsidiaries' ordinary unsecured creditors except Non-Participating Creditors; and
- (b) any Claim that a Non-Participating Creditor has in excess of the amounts noted in Schedule 1;
- (c) any Claim by the ATO for any Historical Tax Liability;
- (d) Claims by Excluded Employees;
- (e) any amount payable to State Revenue where the circumstances giving rise to the liability occurred prior to the Relevant Date; and
- (f) any claim by the Landlord arising pursuant to this DOCA.

Completion

means the date that satisfaction of the Conditions Precedent occurs.

Continuing Employee

means any Employee of the Subsidiaries who continues in his or her employment after the Execution Date.

Corporations Act

means the *Corporations Act 2001* (Cth).

Corporations Regulations

means the *Corporation Regulations 2001* (Cth).

Court

has the meaning set out in section 58AA of the Corporations Act (for the avoidance of doubt being the definition attributed to the capitalised word "Court" in that section).

Creditor

means a person who has a debt payable by or claim against the Subsidiaries whether present or future, certain or contingent, ascertained or sounding only in damages, the circumstances giving rise to which occurred on or before the Relevant Date.



Creditors Trust	means the creditors trust established under the Trust Deed, being the ' <i>Entyr Subsidiaries Creditors Trust</i> '.
Creditors Trust Deed	means the deed establishing the Creditors Trust entered into between the Trustees and the Subsidiaries.
Current Tax Liability	means any amount payable by the Group in respect of: <ul style="list-style-type: none"> (a) business activity statements for any period after 1 July 2023; and (b) income tax for any period after to 1 July 2023.
Deed or DOCA	means this deed, as amended, supplemented or varied from time to time.
Deed Administrators	means Travis Adrian Anderson and Richard John Hughes in their capacities as joint and several deed administrators of this Deed.
Directors	means any person who is a director (as that term is defined by section 9 of the Corporations Act) of the Subsidiaries, including Mr Michael Barry, Mr Lindsay Barber, Mr Ms Teresa Dyson and Ms LEEANNE Bond identified as directors of Entyr on the records of ASIC as at the date of this Deed.
DOCA	means this deed of company arrangement.
DOCA Contribution	means AUD\$1,425,000 less the DOCA Contribution as defined in the Parent DOCA, to be paid in accordance with this DOCA.
DOCA Loan	means the document entitled <i>Loan Facility Agreement</i> executed on 9 November 2023 between Entyr and the Proponent pursuant to which the Proponent loaned Entyr a maximum amount of \$2,500,000.
DOCA Loan Security	means the document entitled <i>General Security Agreement</i> executed on 20 November 2023 between Entyr and the Proponent, over all of Entyr's present and after acquired property, having PPSR registration number 202311200074588.
Employee	means any current or former employee of the Subsidiaries.
End Date	means the later of: <ul style="list-style-type: none"> (a) 31 July 2024; or (b) such further period as agreed in writing by the



parties to this agreement

Entyr

means Entyr Limited (Receivers and Managers Appointed) (Administrators Appointed) (ACN 118 710 508).

Excluded Assets

means all assets not specifically transferred to the Creditors Trust, including:

- (a) all plant and equipment assets owned by any of the Subsidiaries;
- (b) any and all intellectual property rights owned by any of the Subsidiaries;
- (c) any undrawn amounts of the DOCA Loan as at the date of Hand Over, and any drawdowns from the DOCA Loan facility that occur after Hand Over;
- (d) any funds held in term deposit by any of the Subsidiaries at the Relevant Date as security for the Group's Premises Lease;
- (e) all books and records and electronic records of any of the Subsidiaries, including all computers, hard drives, e-mail records and accounting data files;
- (f) all access details for online resources used by any of the Subsidiaries ;
- (g) all inventory owned by any of the Subsidiaries ;
- (h) the proceeds of any insurance claims payable to any of the Subsidiaries where the circumstances giving rise to the insurance claim occurred prior to Hand Over;
- (i) all amounts payable to any of the Subsidiaries where date of the invoice is on or after the date of establishment of the Creditors Trust;
- (j) any claims that any of the Subsidiaries may have against any existing or former directors of any of the Subsidiaries; and
- (k) all claims for damages that any of the Subsidiaries may have against any third party.

Excluded Employee

has the meaning ascribed to that term in section 556(2) of the Corporations Act.

**Execution Date**

means the date the parties execute this DOCA in accordance with section 444B(2) of the Corporations Act.

Final Conditions Precedent

means:

- (a) either:
 - (i) approval for Entyr's members of the share restructure as set out in the Parent DOCA; or
 - (ii) transfer of all shares in Entyr to the Proponent (or its nominee(s)) free of any encumbrance or security interest as directed by the Proponent for nil consideration after obtaining court relief pursuant to section 444GA of the Corporations Act and ASIC relief from complying with the takeover provisions (the Proponent will, in accordance with clause 12.3, pay the Deed Administrators' fees, legal costs and costs of an independent expert in connection with the 444GA application up to a maximum of \$150,000);
- (b) the satisfaction or waiver of all Initial Conditions Precedent; and
- (c) the transfer of the Available Property to the Creditors Trust (which must occur within 5 Business Days of the date that those items become available to the Deed Administrators).

Group

means all of the following companies together:

- (a) Entyr;
- (b) ATP;
- (c) Keshi;
- (d) PGM; and
- (e) RRI.

GST

means a Goods and Services tax imposed under the GST Act, a consumption tax, value added tax, retail turnover tax or tax of a similar nature.

GST Act

means *A New Tax System (Goods and Services Tax) Act*



1999 (Cth) and related legislation and regulations.

Hand Over

means transfer of control of the Excluded Assets to the Proponent following satisfaction of the Initial Conditions Precedent.

Historical Tax Liability

means any liability by the Group in respect of:

- (a) business activity statements for any period prior to 1 July 2023;
- (b) income tax for any period prior to 1 July 2023; or
- (c) any requirement to refund any amount paid to the Group prior to the Relevant Date pursuant to a research and development tax incentive scheme.

Initial Conditions Precedent

means:

- (a) the creditors of Entyr approving the Parent DOCA at the second meeting of the Entyr's creditors;
- (b) the Creditors of the Subsidiaries approving this DOCA at the second meeting of the Subsidiaries' Creditors;
- (c) the employees of Entyr approving the Parent DOCA at a meeting of eligible employees convened under section 444DA of the Act;
- (d) the employees of Subsidiaries approving this DOCA at a meeting of eligible employees convened under section 444DA of the Act;
- (e) entry into the DOCA Loan and associated security agreements;
- (f) payment of the DOCA Contribution in full by the Proponent to the Deed Administrators;
- (g) removal of any directors from the any of the Subsidiaries' boards of directors and appointment of new directors to the any of the Subsidiaries' boards of directors as instructed by the Proponent; and
- (h) replacement of any of the Subsidiaries' company secretary as instructed by the Proponent.

IPR

means the *Insolvency Practice Rules (Corporations) 2016*



(Cth).

IPS	means the Insolvency Practice Schedule, which is schedule 2 to the Corporations Act.
Landlord	means Nebrean Pty Ltd (ACN 010 209 220).
Law	includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future and whether State, Federal, local or otherwise.
Member	means member as defined in section 9 of the Corporations Act.
Non-Participating Creditors	<p>means:</p> <ul style="list-style-type: none"> (a) the Subsidiaries' employees whose employment has not terminated as at Completion of this DOCA; (b) the Subsidiaries' creditors identified in Schedule 1 for the amounts noted in Schedule 1; (c) the ATO for any Current Tax Liability; (d) the Secured Creditor for all amounts owed to it by any company within the Group; (e) the Companies within the Group for amounts owed to other Group companies including, without limitation, Entyr's Claims against the Subsidiaries; and (f) Attvest Finance Pty Ltd (ACN 169 039 221).
Officer	means officer as defined in section 9 of the Corporations Act.
Parent DOCA	means the deed of company arrangement entered into between the Deed Administrators, Entyr and the Proponent executed on or about the date of this Deed.
Participating Creditors	<p>means collectively the:</p> <ul style="list-style-type: none"> (a) Class A Creditors; (b) Class B Creditors; and (c) Class C Creditors.



Participating Creditors' Claims	means in relation to a Participating Creditor, the Participating Creditor's debt payable by or Claim against any of the Subsidiaries' whether present or future, certain or contingent, ascertained or sounding only in damages, the circumstances giving rise to which occurred on or before the Relevant Date.
Premises Lease	means the lease agreement for the premises located at 19 and 20/63 Burnside Road, Stapylton, Queensland, Australia.
Prescribed Provisions	means regulations 5.6.11 to 5.6.73 of the Corporations Regulations (inclusive), sections 2 (Powers of administrator) and 8 (Making claims) of Schedule 8A of the Corporations Regulations and sections 444A(5), 553 and 563C of the Corporations Act.
Priority Creditor	means a Participating Creditor with a debt payable by or Claim against any of the Subsidiaries as at the Relevant Date which, had the Group been wound up with the Relevant Date being the day on which the winding up was taken to have begun, would have been a debt or Claim which must be paid in priority to all other unsecured debts or Claims in accordance with section 556 or section 560 of the Corporations Act.
Priority Creditor's Claim	means in relation to a Priority Creditor within the definition of "Priority Creditor", the Priority Creditor's debt payable by or Claim against any of the Subsidiaries as at the Relevant Date which, had the Subsidiaries been wound up with the Relevant Date being the day on which the winding up was taken to have begun, would have been a debt or Claim which must be paid in priority to all other unsecured debts or Claims in accordance with section 556 or section 560 of the Corporations Act.
Relevant Date	means the date that the Administrators were appointed to the Group, being 26 March 2024.
Sale Assets	means all of the shares of the Subsidiaries held by Entyr.
Secured Creditor	means the Proponent.
Security Interest	has the meaning given to "security interest" in the Corporations Act.
Share Sale and Release Agreement	means an agreement pursuant to which Entyr, under certain conditions, agrees to: <ul style="list-style-type: none"> (a) sell or transfer all of the Sale Assets; and



	(b) release and discharge any Claim that it has against any of the Subsidiaries.
State Revenue	means the Office of State Revenue of any Australian State or Territory.
Statutory Liabilities	means any charge, tax, duty, impost or levy raised by, or by the authority of, any governmental instrumentality, including GST.
Subsidiaries	means: <ul style="list-style-type: none"> (a) ATP; (b) Keshi; (c) PGM; and (d) RRI.
Superannuation Guarantee Charge	has the same meaning as in the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth).
Superannuation Legislation	means any Commonwealth or State legislation that imposes a superannuation liability on any of the Subsidiaries and includes, but is not limited to, the <i>Superannuation Guarantee (Administration) Act</i> .
Tax Acts	means any Commonwealth or State legislation that imposes a taxation liability on any of the Subsidiaries and includes but is not limited to the <i>Income Tax Assessment Act 1936</i> (Cth) and the <i>Taxation Administration Act 1953</i> (Cth).
Taxable Supply	has the meaning given in section 195-1 of the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Termination	means the termination of this DOCA pursuant to clause 19 of this DOCA.
Termination Date	means the date this DOCA is terminated pursuant to clause 19 of this DOCA.
Trustees	means the Deed Administrators in their capacity as trustees of the Creditors Trust.



1 Interpretation

1.1 In this DOCA, unless the context otherwise requires:

- 1.1.1 Headings or subheadings are for convenience only and do not affect the interpretation of any provision of this DOCA.
- 1.1.2 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
- 1.1.3 The singular includes the plural and vice versa.
- 1.1.4 Words expressed in one gender include the other gender.
- 1.1.5 A “person” includes an individual, partnership, firm, companies, government, joint venture, association, authority, corporation or other body corporate.
- 1.1.6 References to the parties, background, parts, clauses, schedules and annexures are references to the parties, background, parts, clauses, schedules and annexures to this DOCA.
- 1.1.7 The expression “this DOCA” includes the agreement, arrangement, understanding or transaction recorded in this DOCA.
- 1.1.8 References to a party to this DOCA include that party’s executors, Deed Administrators, substitutes, successors and permitted assigns.
- 1.1.9 A reference to a group of people is a reference to all of them collectively and to each of them individually.
- 1.1.10 References to time are to time in Perth, Western Australia.
- 1.1.11 If the date on or by which any act must be done under this DOCA is not a Business Day, the act must be done on or by the next Business Day.
- 1.1.12 A covenant or agreement made by, or for the benefit of, two or more persons binds, and is enforceable against, or may be exercised by (as the case may be), those persons jointly and each of them severally.
- 1.1.13 A reference to any statute or to any statutory provision includes any amendment, re-enactment or consolidation of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it.
- 1.1.14 “\$” or “dollars” is a reference to Australian currency, unless otherwise indicated.



- 1.1.15 A reference to a thing or an amount includes the whole or part of that thing or amount.
- 1.2 If there is any inconsistency between the provisions of this DOCA and the Prescribed Provisions or the Corporations Act, Corporations Regulations, the IPS or the IPRs generally, this DOCA shall prevail to the maximum extent permitted by law.
- 1.3 If there is any inconsistency between the provisions of this DOCA and the constitution of any of the Subsidiaries or any other obligation binding on any of the Subsidiaries, this DOCA shall prevail to the extent of the inconsistency, and all persons bound by this DOCA agree to sign all documents and do all things to remove such inconsistency.
- 1.4 This DOCA may be pleaded as an absolute bar and defence in respect of any Claims released, discharged and extinguished under this DOCA.
- 1.5 Subject to any contrary terms of this Deed, the Prescribed Provisions are incorporated in this Deed with all modifications as are necessary to give effect to Part 5.3A of the Corporations Act and this Deed, and 's if references to the 'liquidator', 'provisional liquidator', 'administrator' or the like, 'were references to the 'Deed Administrators', references to the 'relevant date' were references to the 'Relevant Date', and references to 'winding up' were references to the arrangement effected by this Deed.
-

2 Objects of the DOCA

- 2.1 The objects of this DOCA are:
- 2.1.1 to comply with the Corporations Act and the resolution of the Creditors by which the Subsidiaries execute this DOCA;
- 2.1.2 to provide a greater return to Creditors than would be available to the Creditors in a liquidation of the Subsidiaries;
- 2.1.3 to maximise the likelihood of the Subsidiaries continuing in existence; and
- 2.1.4 to facilitate the execution and performance of the Creditors Trust.
-

3 Term of this DOCA

- 3.1 The operation of this DOCA will commence on the Execution Date and continue until the Termination Date.



4 Appointment and duration of the Deed Administrators

- 4.1 Each of the Subsidiaries appoint the Administrators as deed administrators of this Deed.
 - 4.2 The Deed Administrators accept their appointment as deed administrators of this Deed.
 - 4.3 The Deed Administrators shall be authorised to exercise their powers subject to the terms and conditions contained in this DOCA and shall remain as Deed Administrators until the Termination Date of this Deed.
-

5 Moratorium

- 5.1 This Deed binds all Creditors in accordance with section 444D of the Corporations Act, and also binds the Subsidiaries and their Officers and Members in accordance with section 444G of the Corporations Act.
- 5.2 Nothing in this Deed limits the rights of the Deed Administrators to apply for orders, directions or relief under any applicable law including but not limited to sections 444F and 447A(1) of the Corporations Act and section 90-15 of the IPS.
- 5.3 Subject to section 444D of the Corporations Act, a Creditor (whether their relevant Claim is or is not admitted or established under this DOCA) must not, before the termination of this DOCA, except for the purpose of and to the extent provided in this DOCA:
 - 5.3.1 institute or prosecute any legal proceedings in relation to any Claim;
 - 5.3.2 commence or take any further step in any arbitration commenced prior to the Relevant Date against the Subsidiaries or to which any of the any of the Subsidiaries is a party;
 - 5.3.3 take or concur in the taking of any steps to wind up the Subsidiaries;
 - 5.3.4 join, or allow to be joined, any of the Subsidiaries to any proceedings in which liability may be imposed on the any of the Subsidiaries (including as a concurrent wrongdoer);
 - 5.3.5 exercise any right of set off or cross action to which the creditor would not have been entitled had the Subsidiaries been wound up (with the winding up taken to have begun on the Relevant Date);



- 5.3.6 institute or prosecute any legal proceedings or enforcement processes in relation to any of the Subsidiaries or any of the any of the Subsidiaries' property; or
 - 5.3.7 take any further steps (including any steps by way of legal or equitable execution) in any proceedings which were pending against or in relation to any of the Subsidiaries as at the Relevant Date.
 - 5.4 During the term of this DOCA, the Subsidiaries, their Members, their Directors and their Officers must not make or proceed with any application for an order to wind up the Subsidiaries (or any of them) or pass any resolution pursuant to section 491 of the Corporations Act and the any of the Subsidiaries' Members, Directors and Officers must not act inconsistently with the terms and objects of the DOCA.
-

6 Premises Lease

- 6.1 The operation of this DOCA will not affect the status of PGM's Premises Lease except as follows:
 - 6.1.1 all amounts owing by PGM to the Landlord as at the Relevant Date will be included as Class C Creditor Claims in this DOCA;
 - 6.1.2 the rent payable by PGM to the Landlord for the 12 months following Completion of this DOCA will be reduced by an amount to be agreed between the Landlord and the Proponent and the amount of rent foregone by the Landlord will be included as a Class C Creditor Claim in this DOCA; and
 - 6.1.3 the Landlord will be entitled to continue to hold any bank guarantee or security bond existing as at the Relevant Date for PGM's future commitments under the Premises Lease but cannot call any existing guarantee in respect of any default by PGM that occurred prior to Completion of this DOCA.
-

7 Non-Participating Creditors

- 7.1 Amounts owed to Non-Participating Creditors (other than Entyr) are not affected by the operation of this DOCA except as follows:
 - 7.1.1 amounts owing to the Creditors identified in Schedule 1 will paid within 60 days of Completion;
 - 7.1.2 amounts owing to the ATO for any Current Tax Liability will be paid within 60 days of Completion.
-



- 7.2 The Claims that Entyr has against the Subsidiaries will be released in accordance with this Deed.
- 7.3 For the avoidance of doubt, all amounts owed to the Secured Creditor and the Secured Creditor's security rights are not affected by the operation of this DOCA.
-

8 Distribution of Trust Fund

Trust

- 8.1 The Trustees will hold and administer the Available Property constituted in accordance with the terms of the Creditors Trust Deed and the *Trusts Act 1973 (Qld)*.
- 8.2 The parties acknowledge and agree that the Creditors Trust is to be created under the Creditors Trust Deed, not under this Deed.

Distribution under Trust Deed

- 8.3 The Trustees shall make distributions pursuant to the terms and the order of priority set out in the Creditors Trust Deed, which will include distributions being made to:
- 8.3.1 the Administrators;
 - 8.3.2 the Deed Administrators;
 - 8.3.3 the Trustees; and
 - 8.3.4 Participating Creditors.
-

9 Initial Conditions Precedent

- 9.1 Subject to satisfaction of the Initial Conditions Precedent by 31 May 2024 or such later time as agreed in writing between parties:
- 9.1.1 the Administrators must transfer the Available Property to the Trustees for the purposes of, and to be held and dealt with, by the Trustees in accordance with the Creditors Trust Deed; and
 - 9.1.2 Hand Over is to occur.
- 9.2 Notwithstanding Completion, the Subsidiaries shall take those steps and do all things as may be necessary, including executing any documents that may reasonably be requested by the Trustees, for the purpose of giving effect to clause 9.1.1.
- 9.3 After satisfaction of the Initial Conditions Precedent:



- 9.3.1 control of each of the Subsidiaries' affairs will revert to the board of each of the Subsidiaries (as reconstituted in accordance with the Initial Conditions Precedent); and
- 9.3.2 the powers and role of the Deed Administrators will be limited to approving the appointment of new directors as instructed by the Proponent.
- 9.4 An Initial Condition Precedent can only be waived by agreement between the Administrators and the Proponent in writing.

10 DOCA Loan

- 10.1 Within two (2) Business Days of execution of the DOCA, the Secured Creditor and the Group will amend the DOCA Loan as follows:
 - 10.1.1 the Facility Limit (as that term is defined in the DOCA Loan) will be increased from \$2,500,000 to \$5,900,000 to accommodate:
 - (a) **First Drawdown:** an amount equal to the DOCA Contribution payable to the Deed Administrators;
 - (b) **Second Drawdown:** an amount equal to \$1,000,000, which is payable to the Group following Hand Over and is to be used for working capital purposes;
 - (c) capitalisation of all expenses, fees and interest arising from the DOCA Loan up to the date a revised DOCA Loan is entered into ;
 - (d) a restructure fee of \$350,000;
 - 10.1.2 have an 18-month term from the date of execution of the amended DOCA Loan;
 - 10.1.3 include interest only monthly payments at a rate of 19.5% per annum;
 - 10.1.4 include a clause that the Proponent is barred from taking any enforcement steps or actions (including issuing any notices of demand) against the Administrators personally (or any subsequent capacity of the Administrators, including but not limited to, in their capacities as Deed Administrators), such that the Proponent agrees not to have recourse to the Administrators personally, including for any amounts of the DOCA Loan that exceed the available assets of the Group;
 - 10.1.5 include a reasonable assistance clause, whereby the Proponent agrees to provide all reasonable assistance to the Administrators in respect of any applications required b law, to court or ASIC, that the Administrators (or Deed Administrators) may make in respect of this this DOCA, and the DOCA Loan; and



- 10.1.6 incur an establishment fee of 9.95% of the new facility limit which:
- (a) is to be capitalised to the loan; and
 - (b) will not be a liability of the Administrators, Deed Administrators or Trustees, but rather a post-DOCA liability of the Subsidiaries.
- 10.2 The DOCA Loan Security will be amended to see Entyr provide (and / or procure from the Subsidiaries) a first-ranking security over all of the Group's assets in favour of the Proponent.
- 10.3 The Parties acknowledge that the amount outstanding under the DOCA Loan as at 26 March 2024 (being the date of the Administrators' appointment to the Subsidiaries) was \$2,049,121.
- 10.4 Prior to the satisfaction or waiver of the Initial Conditions Precedent in accordance with the terms of this deed, the Administrators will be entitled to use the DOCA Loan funds to fund the working capital requirements of the Subsidiaries in accordance with the terms of the DOCA Loan.
-

11 Directors and Officers

- 11.1 As and from Hand Over, control of the Subsidiaries will revert to the board of the Subsidiaries (as reconstituted in accordance with the Initial Conditions Precedent).
- 11.2 The Deed Administrators will continue to maintain control of the Subsidiaries in accordance with the terms of this DOCA until the Hand Over.
- 11.3 Subject to section 203B of the Corporations Act and clause 9.1, the Current Directors and Current Secretaries must remain in office throughout the DOCA period until they are requested or permitted to resign by the Administrators (which permission may be withheld at the Administrators' discretion).

Officers to be removed

- 11.4 The Deed Administrators will remove any directors from each of the Subsidiaries' boards of directors and appoint new directors to the Subsidiaries' boards of directors, as reasonably requested by the Proponent and having regard to each Subsidiaries' constitution and any applicable laws. To that end, the Proponent must provide the Deed Administrators with signed consents to act from their proposed directors within 2 Business Days of the Execution Date.
- 11.5 The Deed Administrators will remove any company secretary from each of the Subsidiaries and appoint new company secretary, as reasonably requested by the Proponent and having regard to each Subsidiaries' constitution and any applicable laws.
- 11.6 On or before the Termination Date, the Directors and Officers will, if requested by the Deed Administrators:



- 11.6.1 resign from the Subsidiaries in accordance with its constitution, or as otherwise provided for under the Corporations Act;
 - 11.6.2 execute any ASIC form reasonably required by the Deed Administrators to give effect to their resignation;
 - 11.6.3 provide all of the books and records of the Subsidiaries in their possession, custody or control to the Deed Administrators;
 - 11.6.4 use all reasonable endeavours to cooperate with and assist the Deed Administrators in carrying out their duties and exercising their duties under this Deed; and
 - 11.6.5 as soon as reasonably practical, comply with all reasonable requests of the Deed Administrators in connection with the Subsidiaries' business and affairs and this Deed.
- 11.7 If any Director or Officer does not comply with their obligations pursuant to this clause of this DOCA, then the Deed Administrators can, amongst other things, execute all necessary documents to remove that Director or Officer as a director or officer of each of the Subsidiaries.

Directors to assist

- 11.8 As soon as practicable after Hand Over , the Directors must, if they have not done so before Hand Over:
- 11.8.1 deliver to the Administrators all books and records in their possession that relate to the Subsidiaries; and
 - 11.8.2 if they know where other books and records relating to the Subsidiaries are located, tell the Administrators where those books and records are located.
- 11.9 The Directors (whether they remain in office, are appointed or are removed in accordance with this clause 11) must:
- 11.9.1 attend on the Administrators;
 - 11.9.2 give the Administrators all information known to them about the Subsidiaries' business, property, affairs and financial circumstances; and
 - 11.9.3 attend all meetings of the Creditors,
- as the Administrators reasonably require to assist the Administrators in administering this deed or to fulfil the arrangements effected by this deed.



12 Completion

- 12.1 Completion under this Deed is the date on which each of the Conditions Precedent have been satisfied.
- 12.2 The Proponent will be responsible for its own costs in satisfying the Conditions Precedent.
- 12.3 If, with a view to satisfying the Initial Conditions Precedent, any application is made for orders under section 444GA of the Corporations Act (**Section 444GA Order**), the Proponent agrees to pay the Deed Administrators' fees, legal costs and costs of obtaining an independent expert report in connection with the Section 444GA Order and the application for ASIC Relief up to a maximum of \$150,000 and agrees to pay such amount within seven (7) days after written demand by the Deed Administrators to the Proponent.
- 12.4 The Final Conditions Precedent may be waived at the Proponent's discretion.
- 12.5 The following steps must be completed as soon as practicable after the Execution Date and the satisfaction of the Initial Conditions Precedent (including, without limitation, the payment of the DOCA Contribution):
- 12.5.1 the Deed Administrators and the Subsidiaries must execute the Creditors Trust Deed, pursuant to which:
- (a) the Trustees shall act as trustee for each of the Participating Creditors pursuant to the terms of the Creditors Trust Deed; and
 - (b) the Creditors Trust Deed establishes a trust to facilitate distribution of the Available Property by the Trustees to the Participating Creditors on the terms set out in Creditors Trust Deed;
- 12.5.2 the Proponent directs the Subsidiaries and the Deed Administrators to apply funds in the amount of \$850,000, to be applied by the Deed Administrators as follows:
- (a) an amount capped at \$750,000 for the remuneration and fees incurred in acting as the Administrators of the Group (including the preparation, negotiation, stamping and execution of this DOCA and the Parent DOCA); and
 - (b) an amount of \$100,000 for the remuneration and fees incurred in acting as deed administrators and trustees incurred in relation to the Group,
- of which the amounts are approved by the Creditors at the Subsidiaries' second meetings of creditors. Such remuneration and expenses will be afforded the same priority out of the Available Property as would be available to the Administrators in a winding up on the Subsidiaries pursuant to section 556 of the Corporations Act.



- 12.6 If the Deed Administrators' and Trustees' remuneration exceeds \$100,000, the Proponent agrees that the Deed Administrators and/or Trustees can seek approval from the Subsidiaries' creditors for the Deed Administrators' and/or Trustees' remuneration that exceeds \$100,000 at duly convened meetings.
- 12.7 The Proponent:
- 12.7.1 will be liable for any of the Administrators', Deed Administrators' and Trustees' remuneration, costs, expenses and trading costs incurred after 17 May 2024 unless any delay in the Hand Over beyond that date is solely attributable to, or is caused, by the Administrators, Deed Administrators and Trustees; and
- 12.7.2 will discharge that liability by permitting the Deed Administrators to draw such amounts under the DOCA Loan (that is, prior to its variation in accordance with clause 10). Such draw downs may be made by the Deed Administrators:
- (a) beginning on the 5th Business Day after 17 May 2024 and being in respect of all Administrators', Deed Administrators' and Trustees' remuneration, costs, expenses and trading costs incurred during the period between 17 May 2024 to the earlier of the date of draw down and Handover; and
- (b) every 5 Business Days after the drawn down referred to above in respect of all Administrators', Deed Administrators' and Trustees' remuneration, costs, expenses and trading costs incurred from the time of that draw down to Handover.
- 12.8 On Completion or on termination of this Deed in accordance with clause 19.1.2, the Deed Administrators must lodge a written notice with ASIC in the following form:

Australian Tyre Processors Pty Ltd (ACN 623 880 446) (Subject to Deed of Company Arrangement); Keshi Technologies Pty Ltd (ACN 608 957 259) (Subject to Deed of Company Arrangement); Pearl Global Management Pty Ltd (ACN 123 190 894) (Subject to Deed of Company Arrangement) and Rubber Reclamation Industries Pty Ltd (ACN 168 248 397) (Subject to Deed of Company Arrangement)

We, Travis Adrian Anderson and Richard John Hughes of Deloitte Touche Tohmatsu, Deed Administrators of the deed of company arrangement executed by:

- *Australian Tyre Processors Pty Ltd (ACN 623 880 446) (Subject to Deed of Company Arrangement);*
- *Keshi Technologies Pty Ltd (ACN 608 957 259) (Subject to Deed of Company Arrangement);*
- *Pearl Global Management Pty Ltd (ACN 123 190 894) (Subject to Deed of Company Arrangement); and*



- *Rubber Reclamation Industries Pty Ltd (ACN 168 248 397) (Subject to Deed of Company Arrangement),*

on [insert date] hereby certify that the deed has been wholly effectuated by the circumstances set out in the deed and terminated on [insert date].

13 Property available to distribute to Creditors and related matters

- 13.1 The only property of the Subsidiaries that is available to pay the Participating Creditors is the Available Property once transferred into the relevant Creditors Trusts.
- 13.2 No other money or property of the Subsidiaries is available to be distributed to the Creditors Trust under this DOCA.
- 13.3 Interest does not accrue on, and is not payable in respect of, any Trust Creditor's Claims.
- 13.4 The rule against double proofs applies to Claims under this Deed and a Creditor is only entitled to be admitted in relation to a Claim once, even if the Claim is able to be made by the Creditor against more than one of the Subsidiaries.
- 13.5 Where a Claim is in a foreign currency, the amount of the Claim that is admissible to proof is the equivalent in Australian currency of the amount of the foreign currency, worked out by reference to Published FX Rate.
- 13.6 The Available Property does not include the Excluded Assets.
- 13.7 The Deed Administrators are open to conduct one or more bank accounts in the name of the Creditors Trust to hold the funds from the Available Property.
- 13.8 The Available Property may only be applied in accordance with the DOCA.

14 Release of Claims

- 14.1 Upon satisfaction of the Initial Conditions Precedent, the Subsidiaries are released from all Participating Creditors Claims, and it is agreed that no consideration is payable in respect of any releases provided other than the payment of the DOCA Contribution and the transfer of the Available Property to the Creditors Trust.
- 14.2 The Claims that Entyr has against the Subsidiaries will be released on the earlier of:
- 14.2.1 at the Proponent's option, effectuation of the Parent DOCA; or
 - 14.2.2 immediately prior to the completion of the Share Sale and Release Agreement.



- 14.3 All contractual rights for the acquisition of shares in any company in the Group (**Options**) are terminated upon Completion of the DOCA and no consideration is payable to any third party in respect of their rights lost as a consequence of the termination of the Options.
- 14.4 The Group may plead the DOCA in bar to any action, proceeding or suit brought by a Participating Creditor in respect of that Participating Creditors Claim.
- 14.5 Where there have been mutual credits, mutual debts or other mutual dealings between the Subsidiaries and a Participating Creditor:
- 14.5.1 an account must be taken of what is due from the one party to the other in respect of those mutual dealings;
 - 14.5.2 the sum due from one party is to be set off against any sum due from the other party;
 - 14.5.3 only the balance of the account (if any) in favour of the Participating Creditor as against the Subsidiaries is to be released; and
 - 14.5.4 only the balance of the account (if any) in favour of the Subsidiaries as against the Participating Creditor, is payable by the Participating Creditor to the Subsidiaries.
- 14.6 A Participating Creditor will not be entitled to claim the benefit of any set-off if, at the time of giving credit to the Subsidiaries, or at the time of receiving credit from the Subsidiaries, it had notice of the fact that the Subsidiaries were insolvent.
- 14.7 For the avoidance of doubt, the procedure set out in clause 14.4 is intended to entitle a Participating Creditor to claim a set-off (if any) as may be available pursuant to section 553C of the Corporations Act as against any liability to the Subsidiaries as if the Subsidiaries were subject to a winding up so that the balance of the account (if any):
- 14.7.1 in favour of the Participating Creditor is admissible to proof under the Trust Deed without giving rise to any obligation on the Group following the termination of this Deed to pay any monies to the Participating Creditor; and
 - 14.7.2 in favour of the Subsidiaries is payable by the Participating Creditor to the Subsidiaries,
- and to the extent that there may be any inconsistency between application of the procedure set out in this proposal and the application of section 553C of the Corporations Act, section 553C of the Corporations Act will prevail and will apply with immediate and automatic effect in the manner provided for by that provision.
- 14.8 Each Participating Creditor accepts the Participating Creditor's entitlement under the DOCA in full satisfaction of the Participating Creditor's Claim.
- 14.9 If the Deed Administrators request Participating Creditors to do so, each Participating Creditor must, within 7 days after the making of the request, execute and deliver to of the Subsidiaries a written release of the Participating Creditor's Claim in the form the



Deed Administrators reasonably require to fulfil the arrangement effected by the DOCA, save to say that any such release will not take effect unless and until the DOCA terminates.

- 14.10 Each Participating Creditor irrevocably appoints the Deed Administrators to be the attorney of the Participating Creditor with full power for and on behalf of and In the name of the Participating Creditor to do all acts and things and sign and execute all deeds, documents and notices as may be necessary or convenient for the purpose of the execution and delivery to the Subsidiaries of the written release of the Participating Creditor's Claim.

15 Taxation and superannuation liability

- 15.1 The Subsidiaries shall at all times whilst this DOCA remains on foot ensure that all liabilities of the Subsidiaries under the Tax Acts and Superannuation Legislation are met which accrue or are accruing during the period of the voluntary administration of the Subsidiaries and deed administration in relation to events occurring during the period of the voluntary administration and deed administration, but excluding any such liabilities that comprise Claims provable under this DOCA.
- 15.2 The Subsidiaries shall at all times fully inform the Deed Administrators of any requirements to pay tax pursuant to the Tax Acts or make any payments under the Superannuation Legislation.
- 15.3 The Deed Administrators may at any time request information from the Subsidiaries as to the Subsidiaries' liabilities under the Tax Acts or Superannuation Legislation and payments made pursuant to the Tax Acts or Superannuation Legislation.
- 15.4 The Deed Administrators may at any time inspect the Subsidiaries' records relating to the Subsidiaries' liability under the Tax Acts or Superannuation Legislation.
- 15.5 Where the Deed Administrators determine that the Subsidiaries are not paying any liability under the Tax Acts or Superannuation Legislation pursuant to clause 15.1 as and when the liability falls due, the Deed Administrators may terminate the Deed immediately.

16 Power of attorney

- 16.1 The Subsidiaries' Members irrevocably appoint the Deed Administrators to be the attorney of the Members, to do all acts and things and sign and execute all deeds, documents and notices as may be necessary or convenient for the purpose of:
- 16.1.1 the Deed Administrators being appointed as the Members' proxies to attend and vote at a meeting of the Subsidiaries' Members; and



16.1.2 the Subsidiaries passing a resolution without a general meeting being held in accordance with the Corporations Act.

16.2 Each Creditor irrevocably appoints the Deed Administrators to be its attorney to execute any document to give effect to the releases in clause 14 and this DOCA generally.

17 Reporting to Creditors

17.1 Except as required by law or the terms of this Deed, the Deed Administrators are not required to report to Creditors.

17.2 The Deed Administrators will promptly notify Creditors of the date of the termination of this Deed and the Creditors Trust becoming effective.

17.3 The Deed Administrators may, in their absolute discretion, otherwise report to Creditors 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 Creditors.

18 Carrying on the Business of the Subsidiaries

18.1 Subject to the terms of this DOCA, the Subsidiaries may carry on the Business.

18.2 The Subsidiaries shall pay all Continuing Employees' wages, salaries and other entitlements out of the Assets of the Subsidiaries.

18.3 The Subsidiaries and its Directors shall, if requested by the Deed Administrators, certify that all Continuing Employees' entitlements have been met.

18.4 If any matter or circumstance comes to the attention of all or any of the Directors which could reasonably be considered to have a material adverse effect on the ability of the Subsidiaries to pay their debts as and when they fall due, then the Subsidiaries shall immediately advise the Deed Administrators of such matter or circumstance.

18.5 During the DOCA period:

18.5.1 a transfer of Shares in the Subsidiaries;

18.5.2 an alteration in the status of a Shareholder; or

18.5.3 an issue of Shares in the Subsidiaries,

is void, except where:

18.5.4 in accordance with any order of a Court;



- 18.5.5 as contemplated by any Section 444GA Order; or
 - 18.5.6 as approved by the Deed Administrators, acting with the consent of the Proponent, in accordance with the terms of this Deed.
-

19 Termination of DOCA

- 19.1 This DOCA will immediately terminate when any of the following occurs:
 - 19.1.1 the Final Conditions Precedent has been satisfied or waived (being Completion under this DOCA);
 - 19.1.2 Completion occurs under the Share Sale and Release Agreement; or
 - 19.1.3 the Court makes an order terminating this DOCA;
 - 19.1.4 the Final Conditions Precedent are not satisfied or waived on or before the End Date;
 - 19.1.5 the Creditors pass a resolution terminating this DOCA;
 - 19.1.6 the Proponent provides a written request to the Deed Administrators to terminate the DOCA.
 - 19.2 The termination of the DOCA will not affect:
 - 19.2.1 the previous operation of the DOCA; or
 - 19.2.2 the enforceability of any accrued obligations under the DOCA. For that purpose, where the termination of this Deed is followed by the winding up of the Subsidiaries:
 - (a) the liquidators may enforce any obligation under the DOCA owed to the Administrators or the Deed Administrators; and
 - (b) may do so as if the liquidators had been a party to the DOCA at the execution of the DOCA in the place of the Deed Administrators.
-

20 Powers and obligations of the Deed Administrators

- 20.1 Each Deed Administrator shall have all of the powers set out in this Deed, in clause 2 of Schedule 8A of the Corporations Regulations and as otherwise provided to deed administrators by the Corporations Act, Corporations Regulations, the IPS, the IPRs or generally at law or in equity.



- 20.2 During the term of this DOCA, the Deed Administrators' powers include the power:
- 20.2.1 to realise and administer assets available for the payment of Creditors Claims in accordance with the provisions of this DOCA;
 - 20.2.2 to remove from office a director of any of the Subsidiaries and appoint a person as a director of any of the Subsidiaries, whether to fill a vacancy or not;
 - 20.2.3 to bring, prosecute and defend in the name and on behalf of the Subsidiaries, or in the name of the Deed Administrators any action, suits or proceedings relevant to the obligations under the DOCA;
 - 20.2.4 to convene and hold meetings of the Creditors and members of the Subsidiaries for any purpose authorised by the Deed Administrators;
 - 20.2.5 to make interim or other distributions of property available for the payment of Participating Creditors Claims as provided in this Deed;
 - 20.2.6 to appoint a solicitor, accountant or other professionally qualified person to assist the Deed Administrators;
 - 20.2.7 to permit any person authorised by the Deed Administrators to operate any account in the name of the Subsidiaries;
 - 20.2.8 to liaise with any government or regulatory body (including ASIC) for any purpose associated with the business or affairs of the Subsidiaries;
 - 20.2.9 to do all things or execute all documents or deeds in the name of and on behalf of any Subsidiaries in the Group;
 - 20.2.10 to execute and do all things reasonably necessary or convenient to be done to give effect to this Deed; and
 - 20.2.11 to do anything that is incidental to exercising a power set out in this Deed or the Corporations Act.
- 20.3 On satisfaction of the Initial Conditions Precedent, the Deed Administrators' powers and role in relation to the Subsidiaries will be limited to approving the appointment of new directors (if any) to the Subsidiaries, as instructed by the Proponent, or as otherwise provided for by this Deed including, among other things, as required to assist with the satisfaction of the Initial Conditions Precedent.
- 20.4 Any debts payable by or Claims against the Subsidiaries giving rise to which occur after the execution of the DOCA, are not liabilities of the Deed Administrators.
- 20.5 Notwithstanding the Prescribed Provisions, during the term of the DOCA, the Deed Administrators will not have the power to:
- 20.5.1 sell, assign, transfer or otherwise dispose or part with possession of any of the issued shares of Entyr or any Subsidiaries (unless the Proponent consents to such sale, assignment, transfer or disposal); or



- 20.5.2 raise or borrow any money in the Subsidiaries' name or on behalf of any of Subsidiaries (unless the Proponent consents to such raising or borrowing).
 - 20.6 The Deed Administrators will as far as reasonably practicable ensure the Subsidiaries' compliance with the DOCA.
 - 20.7 In exercising the powers conferred by this DOCA and carrying out the duties arising under this DOCA, the Deed Administrators are taken to act as agents for and on behalf of the Subsidiaries.
 - 20.8 The rights, powers and privileges of the Deed Administrators may be exercised by them jointly or severally and as they see fit in their absolute discretion.
-

21 Deed Administrators' lien and indemnity

- 21.1 To the maximum extent permitted by law, the Deed Administrators shall not be personally liable for any debts incurred or any claims, demands, actions, losses, damages, costs, charges, expenses, Statutory Liabilities or liabilities caused by any act, omission or default by or on behalf of:
 - 21.1.1 the Deed Administrators in administering this DOCA or exercising their duties and obligations under this DOCA;
 - 21.1.2 the Subsidiaries; or
 - 21.1.3 any Director, Officer, Member or Creditor of the Subsidiaries.
- 21.2 Subject to clause 21.7, the Deed Administrators and the Administrators are jointly and severally entitled to be indemnified out of the Assets and the Available Property until the Completion Date, and after the Completion Date, out of the Available Property, for:
 - 21.2.1 all demands, costs, losses, expenses, charges, debts, Statutory Liabilities, liabilities, actions, suits, proceedings, accounts, claims, damages, awards and judgments whatsoever arising out of or in any way connected to the administration of the Subsidiaries and the preparation, negotiation, stamping, execution and administration of this DOCA or the Creditors Trust Deeds;
 - 21.2.2 any amount which the Administrators are entitled to be indemnified out of the assets of the Subsidiaries in accordance with the Corporations Act, at law or in equity, including any amounts payable by the Administrators pursuant to sections 443A, 443B or 443BA of the Corporations Act;
 - 21.2.3 any debts, liabilities, damages, losses and remuneration to which the statutory indemnity under section 443D of the Corporations Act applies;



- 21.2.4 any amount for which the Administrators or Deed Administrators are entitled to exercise a lien at law or in equity on the Available Property of the Subsidiaries;
 - 21.2.5 their remuneration and costs; and
 - 21.2.6 all debts, Statutory Liabilities, liabilities, actions, suits, proceedings, accounts, claims, damages, awards and judgments arising out of or in the course of this Deed.
- 21.3 The Deed Administrators and the Administrators' right of indemnity under this Deed and otherwise at law:
- 21.3.1 has priority over all of the Claims of the Creditors; and
 - 21.3.2 can be paid whether or not the Participating Creditors Claims have been satisfied or extinguished.
- 21.4 The Deed Administrators and the Administrators have a lien over the Assets of the Subsidiaries and the Available Property until the Completion Date, and after the Completion Date, over the Available Property to secure the Deed Administrators' and the Administrators' rights of indemnity under clause 21.2 of this DOCA.
- 21.5 Nothing in this Deed shall affect or limit the operation of sections 443D, 443E and 443F of the Corporations Act.
- 21.6 The indemnity under clause 21.2 shall not:
- 21.6.1 be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Administrators or Deed Administrators, and extends to all costs, losses, expenses, charges, debts, damages, awards, judgments, actions, suits, proceedings, accounts, Statutory Liabilities, liabilities, claims and demands arising in any way out of any defect in the appointment of the Administrators or Deed Administrators, or the approval and execution of this DOCA or otherwise; or
 - 21.6.2 affect or prejudice all or any rights that the Administrators or Deed Administrators may have against the Subsidiaries or any person to be indemnified against the losses, debts, damages, accounts, claims, costs, charges, expenses, Statutory Liabilities and liabilities incurred by the Administrators or Deed Administrators by or incidental to the administration of the Subsidiaries and the preparation, negotiation, stamping, execution and administration of this DOCA or the Creditors Trust Deeds.
- 21.7 The Deed Administrators and Administrators are not entitled to the indemnity under clause 21.2 against any claim arising out of, in connection with or incidental to:
- 21.7.1 any fraudulent or negligent act or omission by the Deed Administrators or the Deed Administrators' partners or employees or the Administrators or the Administrators' partners or employees;



- 21.7.2 any act or omission by either the Deed Administrators, the Deed Administrators' partners or employees, the Administrators or the Administrators' partners or employees that is in breach of good faith; or
 - 21.7.3 in contravention of any provision of sections 180 to 184 of the Corporations Act; or
 - 21.7.4 any act done by the Deed Administrators or the Deed Administrators' partners or employees or the Administrators or the Administrators' partners or employees that is outside the powers of the Deed Administrators or Administrator pursuant to any Law or this DOCA.
-

22 Resignation and removal of the Deed Administrators

- 22.1 The appointment of the Deed Administrators may be terminated by their resignation in writing signed by any of them and tendered to the Creditors or by a resolution at a meeting of the Creditors.
 - 22.2 In the event of the death of one or all of the Deed Administrators, or in the event of their appointment being terminated in accordance with the provisions of this Deed, the Creditors shall have the power by resolution to appoint a substitute Deed Administrator to carry out their duties at a rate of remuneration not exceeding that determined to be paid to the Deed Administrators and with the powers, duties and functions of the Deed Administrators.
 - 22.3 Nothing in this clause affects the Deed Administrators' accrued right to remuneration pursuant to this DOCA or the Deed Administrators' indemnity and lien pursuant to clause 21 of this DOCA or otherwise at law.
-

23 Notice

Form and delivery

- 23.1 A notice, consent, information or request that must or may be given or made to a party under this DOCA is only given or made if it is:
 - 23.1.1 delivered or posted to that party at the address stated in this DOCA;
 - 23.1.2 faxed to that party at the fax number stated in this DOCA; or
 - 23.1.3 emailed to that person at the email address stated in this DOCA,or at such other address, fax number or email (as the case may be) that has been notified by that party to the other party in writing, from time to time.
-

**Execution of emails**

- 23.2 If notice is given by email, the sending party must ensure that it is either signed by means of an electronically produced signature of a person authorised by that party to send the email or states that it is being sent by a person authorised to send the email on behalf of that person.

Receipt and effect

- 23.3 A notice, consent, information or request is to be treated as given or made at the following time if it is:
- 23.3.1 delivered, when it is left at the relevant address;
 - 23.3.2 sent by post, 3 Business Days after it is posted;
 - 23.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number; or
 - 23.3.4 sent by email, as soon as it enters the recipient's information system.
- 23.4 If:
- 23.4.1 a notice, consent, information or request is delivered;
 - 23.4.2 an error free transmission report in relation to a fax of a notice, consent, information or request is received; or
 - 23.4.3 the email enters the recipient's information system,
- after the normal business hours of the party to whom it is delivered or sent, it is to be treated as having been given or made at 9.00am the next Business Day.

24 General**Stamp duty and GST**

- 24.1 The Deed Administrators will cause the Subsidiaries to pay all stamp duty payable on this Deed and any other document required to give effect to, or contemplated by, the provisions of this Deed.
- 24.2 Any GST payable by the Subsidiaries in respect of a Taxable Supply made under this Deed, or contemplated to be made by this Deed, to another person (including any person bound by this Deed), must be borne by that other person, and will be paid by that person, subject to the prior receipt of a valid tax invoice, in addition to the other consideration given by that person to the Subsidiaries for the Taxable Supply.

Accumulative rights

- 24.3 The rights, powers and remedies provided by this DOCA are accumulative and do not exclude any rights, powers, authorities, discretions or remedies provided by Law.

**Time**

24.4 Time is of the essence of this DOCA in all respects.

Variation

24.5 This Deed may be varied, with the consent of the Deed Administrators, by a resolution passed at a meeting of Creditors convened in accordance with the Corporations Act, Corporations Regulations, IPS and PIR, but only if the variation is not materially different from a proposed variation set out in the notice of meeting.

Waiver

24.6 The fact that a party fails to do, or delays in doing, something that party is entitled to do under this DOCA does not amount to a waiver of that party's right to do it.

24.7 A waiver by a party is only effective if it is in writing.

24.8 A written waiver by a party is:

24.8.1 only effective in relation to the particular obligation or breach in respect of which it is given; and

24.8.2 is not to be taken as an implied waiver of:

(a) any other obligation or breach; or

(b) that obligation or breach in relation to any other occasion.

Entire agreement

24.9 This DOCA contains everything that the parties have agreed on in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party (or a director, officer, agent or employee of that party), before this DOCA was executed.

Severability

24.10 If:

24.10.1 a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way;

24.10.2 any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this DOCA, but the rest of this DOCA is not affected; and

24.10.3 the removal of a clause or part of a clause under clause 24.10.2 materially alters the commercial allocation of benefit and risk (or management of risk) under this DOCA, the parties agree to call a meeting of Creditors to consider varying the DOCA to deal with the illegality, unenforceability or invalidity.

**Further cooperation**

- 24.11 Each party must do anything (including executing a document) another party reasonably requires in writing to give full effect to this DOCA.

Relationship of the parties

- 24.12 This DOCA does not create a partnership, agency, fiduciary or any other relationship, except the relationship of contracting parties, between the parties other than in relation to the Creditors Trusts.
- 24.13 No party is liable for an act or omission of another party, except to the extent set out in this DOCA.

Governing Law and jurisdiction

- 24.14 This DOCA is governed by the Law of the State of Western Australia. The parties submit to the exclusive jurisdiction of its Courts. The parties will not object to the exercise of jurisdiction by those Courts on any basis.

Execution of separate documents

- 24.15 This DOCA is properly executed if each party executes this DOCA or an identical document. In the former case, this DOCA takes effect when the last party executes this DOCA. In the latter case, this DOCA takes effect when the last of the identical documents is executed and exchanged.
- 24.16 Evidence of execution of this DOCA by a party may be shown by fax, email or a PDF copy of this DOCA.

Costs and duty

- 24.17 The Administrators' costs of and incidental to the preparation and execution of this DOCA and any duty payable on the Deed are taken to be costs, charges and expenses incurred by the Deed Administrators in connection with or incidental to the administration of this Deed, but only to the extent that the Deed Administrators' right of indemnity under clause 21 is sufficient to meet those costs, charges and expenses and stamp duty.

Survival

- 24.18 This clause and clauses 14, 19.2, and 21 survive the termination of this DOCA.



Execution

Executed as a deed



Date: 16 May 2024

Signed by
Travis Adrian Anderson
in his capacity as joint and several administrator of
Australian Tyre Processors Pty Ltd (ACN 623 880 446)
(Administrators Appointed) in the presence of:

)
)
)
)
)
)



Witness:

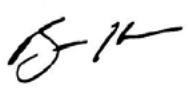

Signature: 
Full Name: BENJAMIN MICHAEL HALL
Address: 
Occupation: CHARTERED ACCOUNTANT

Signed by
Travis Adrian Anderson
in his capacity as joint and several administrator of
Keshi Technologies Pty Ltd (ACN 608 957 259)
(Administrators Appointed) in the presence of:

)
)
)
)
)
)



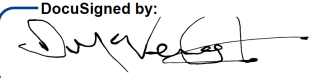
Witness:

Signature: 
Full Name: BENJAMIN MICHAEL HALL
Address: 
Occupation: CHARTERED ACCOUNTANT

Deed of Company Arrangement



Executed by)
Avior Asset Management No. 5)
Pty Ltd (ACN 670 323 127))
in accordance with section 127 of)
the *Corporations Act 2001* (Cth) by:)

DocuSigned by:

4C67C7BDF2484AE...
Signature of Sole Director

Dermott McVeigh
Print name of Sole Director

Date:

Executed by)
Australian Tyre Processors Pty Ltd)
(ACN 623 880 446))
(Administrators Appointed) by its)
joint and several voluntary administrator:)

Signature of Administrator

Signature of Witness

Print name of Administrator

Print name of Witness

Executed by)
Keshi Technologies Pty Ltd)
(ACN 608 957 259))
(Administrators Appointed) by its)
joint and several voluntary administrator:)

Signature of Administrator

Signature of Witness

Print name of Administrator

Print name of Witness



Signed by)
Travis Adrian Anderson)
in his capacity as joint and several administrator of)
Pearl Global Management Pty Ltd (ACN 123 190 894))
(Administrators Appointed) in the presence of:)

Witness:

Signature:

Full Name: **BERNARD MICHAEL HALL**

Address:

Occupation: **CHARTERED ACCOUNTANT**

Signed by)
Travis Adrian Anderson)
in his capacity as joint and several administrator of)
Rubber Reclamation Industries Pty Ltd (ACN 168 248 397))
(Administrators Appointed) in the presence of:)

Witness:

Signature:

Full Name: **BERNARD MICHAEL HALL**

Address:

Occupation: **CHARTERED ACCOUNTANT**

Signed by)
Richard John Hughes)
in his capacity as joint and several administrator of)
Australian Tyre Processors Pty Ltd (ACN 623 880 446))
(Administrators Appointed) in the presence of:)

Witness:

Signature:

Full Name:

Address:

Occupation:



Executed by)
Avior Asset Management No. 5)
Pty Ltd (ACN 670 323 127))
in accordance with section 127 of)
the *Corporations Act 2001* (Cth) by:)

Signature of Sole Director

Print name of Sole Director

Date:

Executed by)
Australian Tyre Processors Pty Ltd)
(ACN 623 880 446))
(Administrators Appointed) by its)
joint and several voluntary administrator:)

Signature of Administrator

Signature of Witness

TRAVIS ANDERSON

Print name of Administrator

BENJAMIN HALL

Print name of Witness

Executed by)
Keshi Technologies Pty Ltd)
(ACN 608 957 259))
(Administrators Appointed) by its)
joint and several voluntary administrator:)

Signature of Administrator

Signature of Witness

TRAVIS ANDERSON

Print name of Administrator

BENJAMIN HALL

Print name of Witness



Executed by
Pearl Global Management Pty Ltd
(ACN 123 190 894)
(Administrators Appointed) by its
joint and several voluntary administrator:

)
)
)
)
)

A handwritten signature in black ink, appearing to be "T. Anderson", written over a horizontal line.

A handwritten signature in black ink, appearing to be "T. Anderson", written over a horizontal line.

Signature of Administrator

A handwritten signature in black ink, appearing to be "B. Hall", written over a horizontal line.

Signature of Witness

TRAVIS ANDERSON

Print name of Administrator

BERNARD HALL

Print name of Witness

Executed by
Rubber Reclamation Industries Pty Ltd
(ACN 168 248 397)
(Administrators Appointed) by its
joint and several voluntary administrator:

)
)
)
)
)

A handwritten signature in black ink, appearing to be "T. Anderson", written over a horizontal line.

A handwritten signature in black ink, appearing to be "T. Anderson", written over a horizontal line.

Signature of Administrator

A handwritten signature in black ink, appearing to be "B. Hall", written over a horizontal line.

Signature of Witness

TRAVIS ANDERSON

Print name of Administrator

BERNARD HALL

Print name of Witness

Signed by)
Travis Adrian Anderson)
in his capacity as joint and several administrator of)
Pearl Global Management Pty Ltd (ACN 123 190 894))
(Administrators Appointed) in the presence of:)

Witness:

Signature:
Full Name:
Address:
Occupation:

Signed by)
Travis Adrian Anderson)
in his capacity as joint and several administrator of)
Rubber Reclamation Industries Pty Ltd (ACN 168 248 397))
(Administrators Appointed) in the presence of:)

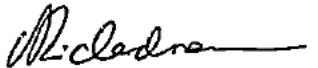

Witness:

Signature:
Full Name:
Address:
Occupation:

Signed by)
Richard John Hughes)
in his capacity as joint and several administrator of)
Australian Tyre Processors Pty Ltd (ACN 623 880 446))
(Administrators Appointed) in the presence of:)



Witness:


Signature: 
Full Name: *ISABEL RICHARDSON.*
Address: 
Occupation: *ANALYST.*



Signed by
Richard John Hughes
in his capacity as joint and several administrator of
Keshi Technologies Pty Ltd (ACN 608 957 259)
(Administrators Appointed) in the presence of:

)
)
)
)
)
)

Witness:

Signature: 

Full Name: ISABEL RICHARDSON.

Address:

Occupation: ANALYST.

Signed by
Richard John Hughes
in his capacity as joint and several administrator of
Pearl Global Management Pty Ltd (ACN 123 190 894)
(Administrators Appointed) in the presence of:

)
)
)
)
)
)

Witness:

Signature: 

Full Name: ISABEL RICHARDSON.

Address:

Occupation: ANALYST.

Signed by
Richard John Hughes
in his capacity as joint and several administrator of
Rubber Reclamation Industries Pty Ltd (ACN 168 248 397)
(Administrators Appointed) in the presence of:

)
)
)
)
)
)

Witness:

Signature: 

Full Name: ISABEL RICHARDSON.

Address:

Occupation: ANALYST.



Executed by)
Avior Asset Management No. 5)
Pty Ltd (ACN 670 323 127))
in accordance with section 127 of)
the *Corporations Act 2001* (Cth) by:)

Signature of Sole Director

Print name of Sole Director

Date:

Executed by)
Australian Tyre Processors Pty Ltd)
(ACN 623 880 446))
(Administrators Appointed) by its)
joint and several voluntary administrator:)



Signature of Administrator

RICHARD HUGHES.

Print name of Administrator



Signature of Witness

ISABEL RICHARDSON.

Print name of Witness

Executed by)
Keshi Technologies Pty Ltd)
(ACN 608 957 259))
(Administrators Appointed) by its)
joint and several voluntary administrator:)



Signature of Administrator

RICHARD HUGHES.

Print name of Administrator



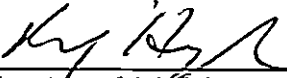
Signature of Witness

ISABEL RICHARDSON.

Print name of Witness



Executed by)
Pearl Global Management Pty Ltd)
(ACN 123 190 894))
(Administrators Appointed) by its)
joint and several voluntary administrator:)



Signature of Administrator



Signature of Witness

RICHARD HUGHES

Print name of Administrator

ISABEL RICHARDSON

Print name of Witness

Executed by)
Rubber Reclamation Industries Pty Ltd)
(ACN 168 248 397))
(Administrators Appointed) by its)
joint and several voluntary administrator:)



Signature of Administrator



Signature of Witness

RICHARD HUGHES

Print name of Administrator

ISABEL RICHARDSON

Print name of Witness



Schedule 1 – Non-Participating Creditors

RRI - Non Participating creditors	Admitted claim
AAW Bulk Liquid Logistics	\$64,680.00
AGL Sales Pty Limited	\$10,778.53
Aitken Welding Supplies	\$1,611.50
Alsco Salisbury (Alsco Pty Ltd)	\$8,243.34
Dmx Australia	\$1,559.52
Douglas Fasteners	\$2,189.55
East Coast Cranes	\$1,450.74
Eurofins Environment Testing Australia	\$610.72
Fresh & Clean Brisbane	\$114.04
FVS Fire Pty Ltd	\$264.00
GC Hydraulics	\$3,210.31
Haymans Electrical	\$10,961.80
K&S Project Management Services	\$56,426.31
Miller's Tooling Pty Ltd	\$79.74
Office National Yatala	\$138.23
Pacific Springs	\$975.00
Stapylton Resource Recovery	\$12,201.64
Sustainable Cleaning	\$528.00
Tennant Australia	\$2,162.42
The Valve Company (TVC)	\$30,598.70
Total	\$208,784.09

ATP - Non Participating Creditors	Admitted claim
Beaurepaires Beenleigh	\$225.00
Brendan Rush Expense Claim	\$28.16
Business Fuel Cards	\$39.56
Capricorn Society	\$2,195.35
Dean Thornton Expense Claim	\$70.50
OPMETRIX	\$1,452.00
Total	\$4,010.57



Annexure A – Creditors Trust Deed



The Quadrant, 1 William Street
Perth Western Australia 6000

Tel +61 8 9288 6000

Fax +61 8 9288 6001

lavan.com.au

120

Representing
Western Australians
for more than 120 years

Creditors Trust Deed

Australian Tyre Processors Pty Ltd (ACN 623 880 446) (Subject to Deed of
Company Arrangement)

Keshi Technologies Pty Ltd (ACN 608 957 259) (Subject to Deed of Company
Arrangement)

Pearl Global Management Pty Ltd (ACN 123 190 894) (Subject to Deed of
Company Arrangement)

Rubber Reclamation Industries Pty Ltd (ACN 168 248 397) (Subject to Deed of
Company Arrangement)

Travis Adrian Anderson

Richard John Hughes

16 May 2024

Table of contents

Parties	1
Background	2
1 Definitions	2
Interpretation	3
2 Commencement date	4
3 Appointment and authority of Trustees	4
Appointment	4
Irrevocable	4
4 Declaration of trust	4
5 Creditors Trust Fund	4
6 Distribution of Available Property	4
7 Claims	5
Entitlements	5
Admissibility of Claims	5
Determining Entitlements	6
No Interest	7
Retention of and access to records	7
Superannuation debts not admissible	7
Abandonment of Claims	7
Discharge of claims	7
Claims extinguished	8
Bar	8
8 Timing of payment of Entitlements	8
9 Surplus in the Creditors Trust Fund	8
10 Unclaimed money	8
11 Employee Creditors	8
12 Postponement	9
13 Register	9
Maintain a register	9
Register to be kept open	9
Register conclusive	9
14 Participating Creditors not to enforce	9
15 Meetings of Participating Creditors	9
Procedure	9
Calling of meetings	10
Quorum	10
16 Report to Participating Creditors	10
17 Exclusion of liability	10
18 Release of debts	10



19	Trustees' Powers	11
20	Trustees' remuneration and costs	12
21	Trustees' lien and indemnity	13
22	Termination of Creditors Trust	14
23	Previous operation of this Deed preserved	14
24	Trustees may resign	14
25	Notices	14
	Form and delivery	14
	Execution of emails	15
	Receipt and effect	15
26	General	15
	Accumulative rights	15
	Time	15
	Variation	15
	Waiver	15
	Entire agreement	16
	Severability	16
	Further cooperation	16
	Acts and omissions	16
	Governing Law and jurisdiction	16
	Execution of separate documents	16
	Exclusion of contrary legislation	17
	Survival	17
	Execution	18

Parties

ATP

Australian Tyre Processors Pty Ltd (ACN 623 880 446) (Subject to Deed of Company Arrangement)

Address: c/- Deloitte Touche Tohmatsu
Riverside Centre, Level 23, 123 Eagle St
Brisbane QLD 4000

Email: travisanderson@deloitte.com.au
richughes@deloitte.com.au

Attention: Travis Anderson and Richard Hughes

Keshi

Keshi Technologies Pty Ltd (ACN 608 957 259) (Subject to Deed of Company Arrangement)

Address: c/- Deloitte Touche Tohmatsu
Riverside Centre, Level 23, 123 Eagle St
Brisbane QLD 4000

Email: travisanderson@deloitte.com.au
richughes@deloitte.com.au

Attention: Travis Anderson and Richard Hughes

PGM

Pearl Global Management Pty Ltd (ACN 123 190 894) (Subject to Deed of Company Arrangement)

Address: c/- Deloitte Touche Tohmatsu
Riverside Centre, Level 23, 123 Eagle St
Brisbane QLD 4000

Email: travisanderson@deloitte.com.au
richughes@deloitte.com.au

Attention: Travis Anderson and Richard Hughes

RRI

Rubber Reclamation Industries Pty Ltd (ACN 168 248 397) (Subject to Deed of Company Arrangement)

Address: c/- Deloitte Touche Tohmatsu
Riverside Centre, Level 23, 123 Eagle St
Brisbane QLD 4000

Email: travisanderson@deloitte.com.au
richughes@deloitte.com.au

Attention: Travis Anderson and Richard Hughes

**Trustees**

Travis Adrian Anderson and Richard John Hughes
Address: c/- Deloitte Touche Tohmatsu
Riverside Centre, Level 23, 123 Eagle St
Brisbane QLD 4000
Email: travisanderson@deloitte.com.au
richhughes@deloitte.com.au
Attention: Travis Anderson and Richard Hughes

Background

- A On 10 May 2024, the Creditors voted in favour of executing the Subsidiary DOCA and agreed that the Trustees would act as (amongst other things) Trustees for the Creditors' Trust.
- B The purpose of this Deed is to distribute the Available Property to the Participating Creditors pursuant to the terms of the Subsidiary DOCA and this Deed.
- C The Subsidiaries and the Trustees have agreed to enter into this Deed to comply with, and give effect to, the Subsidiary DOCA.
-

1 Definitions

- 1.1 Unless defined below, capitalised terms used in this Deed have the meaning set out in the Subsidiary DOCA:

Admitted Claims	means any Claim(s) of any Participating Creditor admitted by the Trustees after adjudication in accordance with clause 7.3 of this Deed or the Deed Administrators in accordance with the Subsidiary DOCA.
Creditors Trust Fund	has the meaning given to that term in clause 5.1 of this Deed.
Commencement Date	means the commencement date of this Deed as contemplated by clause 2 of this Deed.
Deed	means this deed, as amended, supplemented or varied from time to time.
Entitlements	means the entitlement of a Participating Creditor to a distribution in respect of the Participating Creditors Claim pursuant to this Deed and the Subsidiary DOCA.
Final Dividend	means the final dividend paid to a Participating Creditor under clause 6.
Subsidiaries	means: (a) ATP;

- (b) Keshi;
- (c) PGM; and
- (d) RRI.

Subsidiary DOCA	means the deed of company arrangement entered into between the Deed Administrators, the Subsidiaries and the Proponent executed on or around the date of this Deed.
Published FX Rate	means the opening inward remittances carded foreign exchange rate issued by the Commonwealth Bank of Australia on the Relevant Date.
Trustees Act	means the <i>Trustees Act 1962</i> (WA).
Trustees' Powers	means the trusts, rights, powers and remedies granted by Law and exercisable by the Trustees.

Interpretation

- 1.2 In this Deed, unless the context otherwise requires:
- 1.2.1 Headings or subheadings are for convenience only and do not affect the interpretation of any provision of this Deed.
 - 1.2.2 A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
 - 1.2.3 The singular includes the plural and vice versa.
 - 1.2.4 Words expressed in one gender include the other gender.
 - 1.2.5 A "person" includes an individual, partnership, firm, company, government, joint venture, association, authority, corporation or other body corporate.
 - 1.2.6 References to the parties, background, parts, clauses, schedules and annexures are references to the parties, background, parts, clauses, schedules and annexures to this Deed.
 - 1.2.7 The expression "this Deed" includes the agreement, arrangement, understanding or transaction recorded in this Deed.
 - 1.2.8 References to a party to this Deed include that party's executors, administrators, substitutes, successors and permitted assigns.
 - 1.2.9 A reference to a group of people is a reference to all of them collectively and to each of them individually.
 - 1.2.10 References to time are to time in Perth, Western Australia.
 - 1.2.11 If the date on or by which any act must be done under this Deed is not a Business Day, the act must be done on or by the next Business Day.
 - 1.2.12 A covenant or agreement made by, or for the benefit of, two or more persons binds, and is enforceable against, or may be exercised by (as the case may be), those persons jointly and each of them severally.



- 1.2.13 A reference to any statute or to any statutory provision includes any amendment, re-enactment or consolidation of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it.
- 1.2.14 "\$" or "dollars" is a reference to Australian currency.
- 1.2.15 A reference to a thing or an amount includes the whole or part of that thing or amount.

2 Commencement date

- 2.1 Subject to all parties having signed this document, the Creditors Trust shall come into effect and the Deed Administrators shall act as Trustees pursuant to this Deed upon the transfer of the Available Property by the Deed Administrators to the Trustees pursuant to the terms of the Subsidiary DOCA.

3 Appointment and authority of Trustees

Appointment

- 3.1 In accordance with the terms of the Subsidiary DOCA, the Participating Creditors and the Subsidiaries have appointed the Trustees as the trustee of the Creditors Trust on the terms and conditions contained in this Deed.

Irrevocable

- 3.2 Subject to clause 19, the appointment of the Trustees is irrevocable prior to the application of the Available Property pursuant to this Deed.

4 Declaration of trust

- 4.1 The Trustees declare that the Trustees will hold the Available Property on trust for the benefit of the Participating Creditors subject to the terms and conditions of this Deed.

5 Creditors Trust Fund

- 5.1 The Creditors Trust Fund will be comprised of the Available Property.

6 Distribution of Available Property

- 6.1 The Administrators', Deed Administrators' and Trustees' remuneration and expenses for administering their duties will be approved by the Subsidiaries' creditors at a duly convened meeting as set out in the Corporations Act and such remuneration and

expenses will be afforded the priority out of the Available Property as provided for by the terms of the Subsidiary DOCA and this Deed.

- 6.2 Subject to the Initial Conditions Precedent being satisfied by 31 May 2024 and clause 6.3 below, the Administrators', Deed Administrators' and Trustees' remuneration are provided for as follows in the Parent DOCA and the Subsidiary DOCA:
- 6.2.1 the sum of \$750,000 for the Administrators' remuneration; and
 - 6.2.2 the sum of \$100,000 for the Deed Administrators' and Trustees' remuneration.
- 6.3 The Proponent will be liable for any of the Administrators', Deed Administrators' and Trustees' remuneration, costs, expenses and trading costs incurred after 17 May 2024 unless any delay in the Hand Over beyond that date is attributable to, or caused by, the Administrators, the Deed Administrators and Trustees.
- 6.4 The Available Property will, subject to each Participating Creditor having an Admitted Claim, be distributed as follows:
- 6.4.1 firstly, the remuneration and expenses of the Administrators, Deed Administrators and Trustees will be paid in full, as provided for by clause 6.2 or as otherwise increased in accordance with clause 6.3 or by resolution of Participating Creditors;
 - 6.4.2 secondly, a distribution will be made to Class A Creditors up to a maximum of the total amount owed to Class A Creditors as at the date of execution of the Subsidiary DOCA;
 - 6.4.3 next, a distribution will be made to Class B Creditors up to a maximum of the total amount owed to Class B Creditors as at the date of execution of the Subsidiary DOCA;
 - 6.4.4 next, a distribution will be made to Class C Creditors up to a maximum of the total amount owed to Class C Creditors as at the date of execution of the Subsidiary DOCA in proportion to the value of their claims against the Subsidiaries.
- 6.5 Any surplus of funds that exists after payment of Class C Creditors will be paid directly to the Subsidiaries.

7 Claims

Entitlements

- 7.1 Each Participating Creditor is entitled to its Entitlement as determined in accordance with the terms of this Deed and the Subsidiary DOCA.

Admissibility of Claims

- 7.2 In accordance with the Subsidiary DOCA and this Deed, the Claims of the Participating Creditors which are extinguished by the Subsidiary DOCA will be replaced with an Entitlement as a beneficiary of the Creditors Trust Fund for an amount equal to the quantum of the Admitted Claim of that Participating Creditor expressed as an equal percentage of the aggregate of all Admitted Claims of all

Participating Creditors and determined as if the relevant Claim remained on foot against the Subsidiaries.

Determining Entitlements

- 7.3 The Trustees shall consider the Claims of each of the Participating Creditors for the purpose of determining the Participating Creditor's Entitlements under this Deed at their absolute discretion, including to:
- 7.3.1 admit all or part of a Claim;
 - 7.3.2 reject all or part of a Claim; or
 - 7.3.3 pay any Admitted Claim.
- 7.4 For the purpose of determining a Participating Creditor's Claim, and hence Entitlement, regulations 5.6.39 to 5.6.72 of the Corporations Regulations shall apply to this Deed (where applicable and with necessary modifications and subject to the terms of this Deed and the Subsidiary DOCA), however the Trustees have the absolute discretion to determine and pay any Participating Creditors Claim at any time without the need for strict compliance with regulations 5.6.39 to 5.6.72.
- 7.5 Sub-divisions A to E of Division 6 of Part 5.6 of the Corporations Act will apply (where applicable and subject to any necessary modifications and subject to the express terms of this Deed and the Subsidiary DOCA), to the adjudication of Participating Creditor's Claims under this Deed.
- 7.6 Where a Claim is in a foreign currency, the amount of the Claim that is admissible to proof is the equivalent in Australian currency of the amount of the foreign currency, worked out by reference to Published FX Rate.
- 7.7 Any notice given by the Deed Administrators or the Trustees requiring a Creditor to submit particulars of their claim or formally prove their claim will be treated as sufficient to comply with regulations 5.6.39 to 5.6.50 of the Corporations Regulations.
- 7.8 In adjudicating the Participating Creditor's Claims, the Trustees are entitled to adopt the conclusions and findings of the Administrators whether in their capacity as voluntary administrators or deed administrators, such that if a Participating Creditor's Claim has been previously rejected, it is to be treated as rejected under this Deed and if a Participating Creditor's Claim has been previously admitted, it is to be treated as having been admitted under this Deed.
- 7.9 Where the Trustees propose to reject a Claim (whether in full or part) the Trustees shall send a notice to the Participating Creditor informing them of the proposed rejection and giving them 14 days within which to make an application to the Court to determine the questions relating to the Claim.
- 7.10 Where any provision of the Corporations Act or Corporations Regulations is incorporated into or is said to apply to this Deed, that provision is incorporated into or applies to this Deed with all modifications as are necessary to give effect to this Deed, and as if references to the 'liquidator', 'provisional liquidator', 'administrator' or the like, were references to the 'Trustee', and references to 'winding up' were references to the arrangement effected by this Deed and to the extent of any inconsistency the terms of this Deed and the Parent DOCA will prevail.

No Interest

- 7.11 Interest does not accrue, and is not payable, in respect of any Participating Creditor's Claims or Entitlements.

Retention of and access to records

- 7.12 The Trustees may at any time inspect and copy the books and records of the Subsidiaries and the Subsidiaries authorise the Trustees and their staff to enter the Subsidiaries' premises on any Business Day between the hours of 9.00am and 5.00pm with no less than 24 hours prior notice for the purpose of conducting such an inspection and taking copies 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.

Superannuation debts not admissible

- 7.13 For the purposes of Section 444DB of the Corporations Act, the Trustees must determine that a debt (or part thereof) by way of a Superannuation Contribution is not admissible to proof as a Participating Creditor's Claim if:
- 7.13.1 that debt (or part of the debt) by way of Superannuation Guarantee Charge:
 - (a) has been paid; or
 - (b) is, or is to be, admissible against, the Subsidiaries; and
 - 7.13.2 the Trustees are satisfied that the Superannuation Guarantee Charge is attributable to the whole (or part thereof) of that first-mentioned debt.

Abandonment of Claims

- 7.14 A Participating Creditor (other than an Non-Participating Creditor) is deemed to have abandoned its Claim and Entitlements if prior to a final distribution to the Participating Creditors pursuant to clause 6 of this Deed, the Participating Creditor:
- 7.14.1 fails to submit a proof of debt in respect of the Participating Creditor's Claims as required by the Trustees; or
 - 7.14.2 having submitted a proof of debt which is rejected by the Trustees, or has been rejected by the Deed Administrators, fails to appeal to the Court against the rejection in the timeframe specified by this Deed and the Subsidiary DOCA (as applicable).
- 7.15 If the Trustees declare an interim dividend, regulation 5.6.65 of the Corporations Regulations will apply to the Claims and Entitlements of any Participating Creditors who fail to submit a proof of debt before the date on which the interim dividend is paid.

Discharge of claims

- 7.16 All Participating Creditors having a Claim must accept their Entitlements under this Deed (if any) in full satisfaction and complete discharge of all Claims which they have or claim to have and the Participating Creditors acknowledge that there may be insufficient cash to meet each Admitted Claim and Entitlement in full 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.

Claims extinguished

- 7.17 On payment of the Final Dividend to the Participating Creditors from the Creditors Trust Fund, all Claims against the Creditors Trust Fund are extinguished and each Participating 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.

Bar

- 7.18 After distribution of the Final Dividend from the Creditors Trust Fund, the Trustees may plead this Deed in bar to any Participating Creditor's Claim.

8 Timing of payment of Entitlements

- 8.1 The Trustees shall pay the Entitlements out of the Available Property received by them by one or more instalments, as the Trustees may determine, at such times as the Trustees in their absolute discretion decide.

9 Surplus in the Creditors Trust Fund

- 9.1 If, following the payments in clauses 6, 20 and 21, there is a surplus of funds in the Creditors Trust Fund, such surplus shall be paid by the Trustees to the Subsidiaries.

10 Unclaimed money

- 10.1 If the Trustees, for any reason, are unable to locate a Participating Creditor, or if any cheque sent by the Trustees to a Participating Creditor has not been presented within six (6) months, then:
- 10.1.1 the Trustees shall stop payment of such cheque;
 - 10.1.2 the monies represented by such stopped cheque or held by the Trustees on behalf of the Participating Creditor shall be paid to ASIC; and
 - 10.1.3 the provisions of sections 544(1) and 544(3) of the Corporations Act will apply.

11 Employee Creditors

- 11.1 For the purposes of section 444DA of the Corporations Act, any Employees will retain a priority in respect of the assets in the Creditors Trust, at least equal to that which they would have been entitled if the property of the Subsidiaries had been applied in accordance with sections 556, 560 and 561 of the Corporations Act.

12 Postponement

- 12.1 If proceedings are brought by any person in respect of the distribution of the Creditors Trust Fund and the Trustees have made or apprehend they will make a claim on any indemnity which they may have under this Deed, the Subsidiary DOCA or otherwise at law, then the Trustees are entitled, at their sole discretion, to postpone the payment of any distribution until determined by the Trustees.

13 Register

Maintain a register

- 13.1 The Trustees shall maintain an up-to-date register and shall enter in the register in respect of each Entitlement:
- 13.1.1 the Participating Creditor's name and address;
 - 13.1.2 details of each Claim and Entitlement including the balance outstanding after payment of any amount under this Deed, and
 - 13.1.3 amounts paid to each Participating Creditor pursuant to this Deed.

Register to be kept open

- 13.2 The Trustees shall keep the register open at all reasonable times during business hours for the inspection of Participating Creditors or any person authorised in writing by a Participating Creditor.

Register conclusive

- 13.3 The register is conclusive evidence of the matters entered on the register.

14 Participating Creditors not to enforce

- 14.1 A Participating Creditor shall not take actions or steps to enforce the Participating Creditor's rights to recover the whole or part of the Claim or Entitlement owed to the Participating Creditor whilst the Trustees remain the Trustees.

15 Meetings of Participating Creditors

Procedure

- 15.1 Except as expressly set out in this clause, the procedure for calling and holding of meetings of the Participating Creditors and the Trustees shall be determined by the Trustees but so nearly as possible shall conform with the procedure as if the Trustees were the deed administrators of the Companies and the Subsidiaries the subject of the Subsidiary DOCA.

Calling of meetings

- 15.2 A meeting of the Participating Creditors and the Trustees may be convened at any time by the Trustees by giving not less than three (3) Business Days' notice to each Participating Creditor in accordance with this Deed and the Subsidiary DOCA (including for the purpose of approving further Trustees' Costs, Expenses and Remuneration) and except to the extent (if any) they are excluded or modified by or are inconsistent with the terms of this Deed, Division 75 (excluding sections 75-145(1)(c) and 75-145(6)(b) and Subdivisions E, F and G) of the IPR applies, with such modifications as are necessary, to meetings of the Participating Creditors as if the references to the external administrator or the person presiding at the meeting, as the case may be, were references to the Trustees.
- 15.3 The IPR, IPS and the Corporations Regulations applicable to the passing of resolutions without meetings (as provided for in section 75-40 of the IPS and 75-130 of the IPR) will apply to this Deed with such modifications as are necessary.

Quorum

- 15.4 The quorum required for a meeting of Participating Creditors and the Trustees are:
- 15.4.1 the Trustees; and
 - 15.4.2 at least two of the Participating Creditors whether present in person or by proxy.

16 Report to Participating Creditors

- 16.1 Upon a meeting being convened pursuant to clause 15, the Trustees must send each Participating Creditor, prior to the meeting, a report as to the state of affairs of the Creditors Trust accompanied by such financial statements as the Trustees deem appropriate. The report must include:
- 16.1.1 a statement explaining the circumstances which have caused the Trustees to convene the meeting pursuant to clause 15; and
 - 16.1.2 a statement that this Creditors Trust will be terminated if the Participating Creditors so resolve, in which case clause 22.2 shall apply.

17 Exclusion of liability

- 17.1 The Trustees are not liable for any Statutory Liabilities, liabilities, losses, damages, costs or expenses which may result from the exercise or attempted exercise of the Trustees' Powers in the absence of wilful default, fraud or gross negligence.

18 Release of debts

- 18.1 Payment of amounts by the Subsidiaries to the Trustees under the terms of the Subsidiary DOCA releases the Subsidiaries from the debts only to the extent as

provided therein and does not release the Subsidiaries from any of their obligations as provided for in this Deed.

19 Trustees' Powers

- 19.1 Without limiting the powers that the Trustees have by operation of the Trustees Act or otherwise at law, for the purposes of administering the trust created by this Deed, the Trustees have the following powers:
- 19.1.1 to administer the Creditors Trust Fund in accordance with the provisions set out in the Subsidiary DOCA and this Deed;
 - 19.1.2 to fulfil the Trustees' obligations in accordance with the terms of this Deed;
 - 19.1.3 to sell, re-invest or otherwise deal with the assets of the Creditors Trust Fund;
 - 19.1.4 to perfect title in any assets of the Creditors Trust Fund;
 - 19.1.5 to insure any assets of the Creditors Trust Fund;
 - 19.1.6 to, at any time, call meetings of the Participating Creditors for the purpose of considering the variation or termination of this Deed in accordance with the provisions of this Deed;
 - 19.1.7 to admit Claims to proof in accordance with the provisions of the Subsidiary DOCA and this Deed;
 - 19.1.8 to determine Admitted Claims and then to pay dividends in accordance with the terms of this Deed;
 - 19.1.9 to act as attorney for the Subsidiaries or any other person for any purpose associated with the Creditors Trust or this Deed;
 - 19.1.10 to enforce compliance with the terms of this Deed;
 - 19.1.11 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;
 - 19.1.12 to enter upon or take possession of the Creditors Trust Fund and to collect the revenue or income from or interest on the Creditors Trust Fund and exercise any rights or powers relating to any part of the Creditors Trust Fund;
 - 19.1.13 to convene and hold meetings of the Participating Creditors for any purpose as the Trustees consider fit;
 - 19.1.14 to permit any person authorised by the Trustees to operate any account in the name of the Trustees;
 - 19.1.15 to do all acts and execute in the name and on behalf of the Creditors Trust all deeds, receipts and other documents;
 - 19.1.16 to draw, accept, make or endorse any bill of exchange or promissory note in the name and on behalf of the Creditors Trust;

- 19.1.17 subject to the 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;
- 19.1.18 to bring or defend an application for the vesting or winding up of the Creditors Trust;
- 19.1.19 to report to the Participating Creditors from time to time;
- 19.1.20 to make interim or other distributions of the Available Property;
- 19.1.21 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;
- 19.1.22 to appoint a solicitor, accountant or other professionally qualified person to assist the Trustees;
- 19.1.23 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;
- 19.1.24 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 Statutory Liability, including income tax, capital gains tax or GST;
- 19.1.25 to do anything incidental to exercising a power set out in this Deed; and
- 19.1.26 to do anything else that is necessary or convenient for administering the Creditors Trust.

20 Trustees' remuneration and costs

- 20.1 The Trustees are entitled to be reimbursed from the Available Property for the whole of the Statutory Liabilities, liabilities, costs, charges and expenses they incur in connection with or incidental to acting as the Trustees up to the capped amount as prescribed at cl 6.2 above.
- 20.2 The Trustees may pay their remuneration and Statutory Liabilities, liabilities, costs, charges and expenses at any time but not before the last two (2) Business Days of each month.
- 20.3 The Trustees' remuneration for the Trustees' services as Trustees is to be calculated as follows:

Remuneration = Time x Firm's Rates where:

Time means the time actually spent by the Trustees and any of the Trustees' partners or employees in performance of the services (to be calculated in 6 minute units or part of them); and

Firm's Rates means the Trustees' standard hourly rates from time to time.

- 20.4 The Trustees' remuneration for the Trustees' services as Trustees of this Deed will not exceed such amount as is approved from time to time by a resolution of

Participating Creditors or by the Court upon application under the *Trustees Act 1962* (WA) or any other law.

- 20.5 The Trustees may draw their costs, expenses and remuneration from the Available Property, as provided for by the terms of the Subsidiary DOCA and this Deed.
- 20.6 The Trustees are entitled to be reimbursed from the Available Property for the whole of the costs, charges, disbursements and expenses incurred by the Trustees in connection with or incidental to the Trustees' administration of this Deed, as provided for by the terms of the Subsidiary DOCA and this Deed.

21 Trustees' lien and indemnity

- 21.1 The Trustees shall not be personally liable for:
 - 21.1.1 any debts incurred or any claims, demands, actions, loss, damage, costs, charges, expenses or liabilities caused by any act, omission or default by or on behalf of the Subsidiaries; or
 - 21.1.2 any debts incurred or any claims, demands, actions, loss, damage, costs, charges, expenses or liabilities suffered or sustained or incurred by any Officer, Member or Creditor of the Subsidiaries.
- 21.2 The Trustees are jointly and severally entitled to be indemnified out of the Available Property for:
 - 21.2.1 any Statutory Liabilities and liabilities for which the Trustees are liable in connection with or incidental to acting as the Trustees;
 - 21.2.2 the Trustees' costs, charges and expenses incurred in connection with or incidental to acting as the Trustees, and
 - 21.2.3 the Trustees' remuneration payable under this Deed subject to the provisions of clause 20.
- 21.3 The Trustees have a lien and charge over the Available Property to secure the Trustees' rights of indemnity under clause 21.2 of this Deed.
- 21.4 The indemnity under clause 21.2 shall not:
 - 21.4.1 be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Trustees, and extends to all fees, remuneration, actions, suits, proceedings, accounts, Statutory Liabilities, 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, the Subsidiary DOCA or otherwise;
 - 21.4.2 affect or prejudice all or any rights that the Trustees may have against the Companies or any person to be indemnified against the fees, remuneration, costs, charges, expenses, Statutory Liabilities and liabilities incurred by the Trustees by or incidental to the exercise or performance of any of the powers or authorities conferred on the Trustees by this Deed or otherwise; or

- 21.4.3 be enforceable by the Trustees if the amount owing arises out of any wilful default, fraud or grossly negligent act or omission done or omitted by the Trustees.

22 Termination of Creditors Trust

- 22.1 This Creditors Trust shall terminate upon:
- 22.1.1 distribution of the Available Property in accordance with clauses 6, 20 and 21 of this Deed; or
 - 22.1.2 the Participating Creditors so resolving pursuant to clause 15.
- 22.2 If the Deed is terminated pursuant to clause 22.1.2, then any remaining part of the Creditors Trust Fund must be immediately paid to the Subsidiaries and shall not be available for distribution to Participating Creditors.

23 Previous operation of this Deed preserved

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

24 Trustees may resign

- 24.1 The Trustees may resign at any time by giving not less than 30 days' prior notice to the Participating Creditors and to the Subsidiaries.
- 24.2 Despite clause 24.1 and the terms of any other document dealing with the resignation of the Trustees, no resignation of the Trustees takes effect unless:
- 24.2.1 one or more replacement Trustees have been nominated by the outgoing Trustees;
 - 24.2.2 the replacement Trustees undertake to act as the Trustees and be bound in that capacity by the terms of this document and any other document to which the Trustees are a party in their capacity as Trustees; and
- 24.3 the replacement Trustees obtain title to the Available Property and Creditors Trust Fund in their capacity as Trustees.

25 Notices

Form and delivery

- 25.1 A notice, consent, information or request that must or may be given or made to a party under this Deed is only given or made if it is:
- 25.1.1 delivered or posted to that party at the address stated in this Deed;

- 25.1.2 faxed to that party at the fax number stated in this Deed; or
 - 25.1.3 emailed to that person at the email address stated in this Deed,
- or at such other address, fax number or email (as the case may be) that has been notified by that party to the other party in writing, from time to time.

Execution of emails

- 25.2 If notice is given by email, the sending party must ensure that it is either signed by means of an electronically produced signature of a person authorised by that party to send the email or states that it is being sent by a person authorised to send the email on behalf of that person.

Receipt and effect

- 25.3 A notice, consent, information or request is to be treated as given or made at the following time if it is:
 - 25.3.1 delivered, when it is left at the relevant address.
 - 25.3.2 sent by post, three (3) Business Days after it is posted.
 - 25.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
 - 25.3.4 sent by email, as soon as it enters the recipient's information system.
- 25.4 If:
 - 25.4.1 a notice, consent, information or request is delivered;
 - 25.4.2 an error free transmission report in relation to a fax of a notice, consent, information or request is received; or
 - 25.4.3 the email enters the recipient's information system,after the normal business hours of the party to whom it is delivered or sent, it is to be treated as having been given or made at 9.00am the next Business Day.

26 General

Accumulative rights

- 26.1 The rights, powers and remedies provided by this Deed are accumulative and do not exclude any rights, powers, authorities, discretions or remedies provided by Law.

Time

- 26.2 Time is of the essence of this Deed in all respects.

Variation

- 26.3 This Deed, including the schedules, can only be varied by the parties in writing, signed by all of the parties.

Waiver

- 26.4 The fact that a party fails to do, or delays in doing, something that party is entitled to do under this Deed does not amount to a waiver of that party's right to do it.

- 26.5 A waiver by a party is only effective if it is in writing.
- 26.6 A written waiver by a party is:
- 26.6.1 only effective in relation to the particular obligation or breach in respect of which it is given; and
 - 26.6.2 is not to be taken as an implied waiver of:
 - (a) any other obligation or breach; or
 - (b) that obligation or breach in relation to any other occasion.

Entire agreement

- 26.7 This Deed and the Subsidiary DOCA contain everything that the parties have agreed on in relation to the matters they deal with. No party can rely on an earlier document, or anything said or done by another party (or a Director, Officer, agent or Employee of that party), before these documents were executed.

Severability

- 26.8 If:
- 26.8.1 a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way;
 - 26.8.2 any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected; and
 - 26.8.3 the removal of a clause or part of a clause under clause 26.8.2 materially alters the commercial allocation of benefit and risk (or management of risk) under this Deed, the Trustees will call a meeting of the Participating Creditors to determine how to proceed.

Further cooperation

- 26.9 Each party must do anything (including executing a document) another party reasonably requires in writing to give full effect to this Deed.

Acts and omissions

- 26.10 No party is liable for an act or omission of another party, except to the extent set out in this Deed.

Governing Law and jurisdiction

- 26.11 This Deed is governed by the Law of the State of Western Australia. The parties submit to the non-exclusive jurisdiction of its Courts. The parties will not object to the exercise of jurisdiction by those Courts on any basis.

Execution of separate documents

- 26.12 This Deed is properly executed if each party executes this Deed or an identical document. In the former case, this Deed takes effect when the last party executes this Deed. In the latter case, this Deed takes effect when the last of the identical documents is executed and exchanged.
- 26.13 Evidence of execution of this Deed by a party may be shown by fax, email or a PDF copy of this Trust Deed.



Exclusion of contrary legislation


26.14 To the full extent permitted by Law, any legislation that adversely affects a right, remedy or obligation of a party, under or relating to this t Deed is excluded.

Survival

26.15 This clause and clauses 20 and 21 survive the termination of this Deed.

Execution**Executed as a deed****Date: 2024**

Executed by
Australian Tyre Processors Pty Ltd
(ACN 623 880 446)
(Subject to Deed of Company
Arrangement) by its joint and several
deed administrator:



Signature of Administrator

TRAVIS ANDERSON

Print name of Administrator



Signature of Witness

BERNARD HALL

Print name of Witness

Executed by
Keshi Technologies Pty Ltd
(ACN 608 957 259)
(Subject to Deed of Company
Arrangement) by its joint and several
deed administrator:



Signature of Administrator

TRAVIS ANDERSON

Print name of Administrator



Signature of Witness

BERNARD HALL

Print name of Witness


Executed by
Pearl Global Management Pty Ltd
(ACN 123 190 894)
(Subject to Deed of Company
Arrangement) by its joint and several
deed administrator:



Signature of Administrator

TRAVIS ANDERSON

Print name of Administrator



Signature of Witness

BERNARD HALL

Print name of Witness

Executed by
Rubber Reclamation Industries Pty Ltd
(ACN 168 248 397)
(Subject to Deed of Company
Arrangement) by its joint and several
deed administrator:



Signature of Administrator



Signature of Witness

TRAVIS ANDERSON

Print name of Administrator

Bernard Hall

Print name of Witness

Signed by Travis Adrian Anderson
in his capacity as trustee of the
Creditors Trust in the presence of:

)
)
)

Witness:

Signature:

[Handwritten Signature]

Full Name:

BORIS HALL

Address:

[REDACTED ADDRESS]

CHARTERED ACCOUNTANT

Signed by Richard John Hughes
in his capacity as trustee of the
Creditors Trust in the presence of:

)
)
)

Witness:

Signature:

Full Name:

Address:

Occupation:



Execution


Executed as a deed

Date: 2024

Executed by
Australian Tyre Processors Pty Ltd
(ACN 623 880 446)
(Subject to Deed of Company
Arrangement) by its joint and several
deed administrator:


Signature of Administrator

RICHARD HUGHES
Print name of Administrator



Signature of Witness

ISABEL RICHARDSON.
Print name of Witness

Executed by
Keshi Technologies Pty Ltd
(ACN 608 957 259)
(Subject to Deed of Company
Arrangement) by its joint and several
deed administrator:



Signature of Administrator

RICHARD HUGHES
Print name of Administrator



Signature of Witness

ISABEL RICHARDSON.
Print name of Witness

Executed by
Pearl Global Management Pty Ltd
(ACN 123 190 894)
(Subject to Deed of Company
Arrangement) by its joint and several
deed administrator:


Signature of Administrator

RICHARD HUGHES
Print name of Administrator


Signature of Witness

ISABEL RICHARDSON.
Print name of Witness



Executed by
Rubber Reclamation Industries Pty Ltd
(ACN 168 248 397)
(Subject to Deed of Company
Arrangement) by its joint and several
deed administrator:



Signature of Administrator

RICHARD HUGHES

Print name of Administrator



Signature of Witness

ISABEL RICHARDSON.

Print name of Witness



Signed by Travis Adrian Anderson)
in his capacity as trustee of the)
Creditors Trust in the presence of:)

Witness:

Signature:

Full Name:

Address:

Signed by Richard John Hughes)
in his capacity as trustee of the)
Creditors Trust in the presence of:)

A handwritten signature in black ink, appearing to read "R. Hughes".

Witness:

Signature:

A handwritten signature in black ink, appearing to read "Isabel Richardson".

Full Name:

ISABEL RICHARDSON.

Address:

A solid black rectangular box used to redact the witness's address.

Occupation:

ANALYST.