



PITCHER PARTNERS

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ASX Announcement
GO ENERGY GROUP LIMITED (ASX Code: GOE)
A.C.N. 084 656 691
(Subject to a Deed of Company Arrangement)
(the Company)

I refer to my ASX announcement dated 4 November 2016.

At the adjourned second meeting of creditors held on 25 October 2016, creditors resolved that the Company be placed into a Deed of Company Arrangement (DOCA).

I advise that the DOCA was executed on 15 November 2016. Please find attached a copy of the DOCA for your information.

In order to satisfy one of the conditions of the DOCA, a meeting of shareholders will be convened by the Company. Shareholders will be provided with the notice of the meeting and further information in due course.

Any material updates regarding the DOCA will be provided by way of a further ASX announcement.

For further enquiries, please contact Vicky Kwong by email: vicky.kwong@pitcher.com.au

Dated this 16th day of November 2016

PAUL G WESTON

Deed Administrator

Go Energy Group Limited (Subject to a Deed of Company Arrangement)

Deed of Company Arrangement

Go Energy Group Limited ACN 084 656 691 (Administrator Appointed)

and

Pager Partners Corporate Advisory Pty Limited ACN 123 845 401 as trustee for the Pager Partners Investment Trust

and

Paul Gerard Weston

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THIS DEED OF COMPANY ARRANGEMENT is made on 15 November 2016

- BETWEEN:** **Go Energy Group Limited ACN 084 656 691 (Administrator Appointed)** of C/- Pitcher Partners Level 22, MLC Centre, 19 Martin Place Sydney NSW 2000 (**the Company**)
- AND** **Paul Gerard Weston** of C/- Pitcher Partners Level 22, MLC Centre, 19 Martin Place Sydney NSW 2000 (**the Administrator**)
- AND** **Pager Partners Corporate Advisory Pty Limited ACN 123 845 401** as trustee for the **Pager Partners Investment Trust** of 58 Oceanview Avenue, Vaucluse NSW 2030 (**Pager Partners**)

Recitals

- A. On 21 March 2016, the Administrator was appointed administrator of the Company pursuant to section 436A(1) of the Act.
- B. On 13 April 2016, the Administrator held the first meeting of GEG Creditors pursuant to section 436E of the Act, where GEG Creditors had the right to pass resolutions replacing the Administrator, as well as appointing a committee of creditors for the Company.
- C. On 26 April 2016, the Administrator obtained an order from the Court to extend the convening period for the second meeting of GEG Creditors under the Act to 15 August 2016.
- D. On 22 August 2016, the Administrator held the second meeting of creditors pursuant to section 439A of the Act. The GEG Creditors resolved to adjourn the second meeting of creditors for up to 45 Business Days.
- E. On 25 October 2016, the Administrator reconvened the second meeting of GEG Creditors pursuant to section 439A of the Act, where GEG Creditors had the right to decide the future of the Company. The GEG Creditors resolved pursuant to section 439C(a) of the Act that the Company execute a deed of company arrangement substantially in the form of this Deed.
- F. The Deed Administrator has consented to an appointment as administrator of this Deed and to act as the Trustee under the Go Energy Group Creditors' Trust Deed.
- G. This Deed has been prepared in compliance with the Administrator's obligations under section 444A(3) of the Act.

This Deed Witnesses:

1. Definition and Interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

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

Administration Account means such bank or other account or accounts opened by the Administrator for the purpose of the administration of the Company or this Deed.

Administrator means Paul Gerard Weston in his capacity as administrator of the Company, or any replacement administrator(s) appointed pursuant to the provisions of the Act.

Appointment Date means 21 March 2016.

Arrangement Period means the period commencing on the Execution Date and ending on the Termination Date.

ASIC means the Australian Securities & Investments Commission.

Assets mean all of the property, receivables, rights, choses in action and other assets of the Company as at the Execution Date, whether or not that property has been identified by or otherwise made known to the Administrator as at the Execution Date, and any proceeds of sale or other realisations of the Assets.

ASX means Australian Securities Exchange.

ASX Condition means either Pager Partners or the Company receiving a written assurance from the ASX confirming that, if this Deed terminates in accordance with clause 10.1 of this Deed, the suspension from listing of the Company will be lifted and the quotation for trading of the shares in the Company will be reinstated on the ASX after the Completion Date, or such later date upon which the relevant conditions set out in the ASX approval are satisfied, without the need for the Company to meet the requirements of Chapters 1 and 2 of the Listing Rules as if it were applying for admission to the Official List.

Basic Consideration means the Consideration to be paid or provided by any party for any taxable supply made under this Deed other than GST payable pursuant to clause 12.

Business Day means any day other than a Saturday, Sunday, public holiday or bank holiday in New South Wales.

Classic Condition means Pager Partners, in its sole discretion, reaching a satisfactory arrangement with Classic Funding Group Pty Limited in respect to the agreements (and related securities) between Classic Funding Group Pty Limited and GEPL.

Completion means settlement of the transactions contemplated in clause 6 of this Deed.

Completion Date means the day of the satisfaction or waiver, as the case may be, of the last of the Conditions Precedent, or such later date as is agreed in writing between the Deed Administrators and Pager Partners.

Conditions Precedent means:

- (a) Pager Partners being satisfied, acting reasonably, that the effect of this Deed and the Go Energy Group Creditors' Trust Deed is to extinguish all Claims against the Company as at the Completion Date, including, without limitation:
 - (i) any convertible notes issued by the Company;
 - (ii) any options being cancelled or consolidated; and
 - (iii) termination of all other agreements other than the agreements in relation to the Go Energy Group Business (including leases) unless agreed in writing by Pager Partners.
- (b) the Shareholder Condition;
- (c) the ASX Condition;

- (d) the Secured Creditors agreeing to release all security over the Go Energy Group Business or the Company or registered against the Company, GEPL, GME or Fund;
- (e) the termination or repudiation of employment contracts by which the Company may be bound as at the Appointment Date (so that all and any of the Employee Claims are dealt with in terms of this Deed and the Go Energy Group Creditors' Trust Deed);
- (f) the Flexirent Condition;
- (g) the Classic Condition;
- (h) GEPL entering into a Deed of Company Arrangement satisfactory to Pager Partners;
- (i) GME entering into a Deed of Company Arrangement satisfactory to Pager Partners.

Consideration has the meaning given by section 195-1 of the GST Act.

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

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

Deed means this deed of company arrangement duly executed, including any schedule or annexure to it.

Deed Administrator means Paul Gerard Weston in his capacity as deed administrator of this Deed.

Deposit means the sum of twenty thousand dollars (\$20,000.00) paid by Pager Partners.

Directors means the directors of the Company from time to time and **Director** means any one of them.

Due Date means 30 April 2017 or such later date as agreed in writing by the Deed Administrator and Pager Partners.

Employees mean the persons employed by the Company from time to time until the Appointment Date.

Enforcement Process has the same meaning given by section 9 of the Act.

Excluded Assets means, unless agreed in writing between the Deed Administrator and Pager Partners, all Assets associated with:

- (a) cash at bank, debtors and the rights in sundry debtors (other than cash or debtors relating to the realisation of assets comprising the Go Energy Group Business subsequent to the Execution Date that become Assets) and any other Assets not required by Pager Partners as part of the Go Energy Group Business;
- (b) unless otherwise required by Pager Partners by giving notice in writing to the Deed Administrator, the Subsidiary Shares (Pager Partners currently anticipate retaining GEPL, GME and Fund).

Execution Date means the date on which the Company executes this Deed.

Exclusivity Deed means the deed entered into between Pager Partners and the Administrator dated 22 June 2016 (as amended).

Flexirent Condition means Pager Partners, in its sole discretion, reaching a satisfactory arrangement with Flexirent Capital Pty Limited in respect to the agreements (and related securities) between Flexirent Capital Pty Limited and GEPL.

Fund means GoEnergy Solar PPA Fund 1 Pty Ltd ACN 167 461 092.

GEG Administrator's Costs means the costs incurred by the Administrator and his staff and the remuneration payable to the Administrator for the work performed by him, his partners, employees or agents with respect to the following:

- (a) acting as Administrator of the Company between the Appointment Date and the Execution Date; and
- (b) acting as Administrator of this Deed,

calculated in accordance with the rates of charge issued from time to time by Pitcher Partners plus any GST payable thereon.

GEG Administrator's Disbursements means all incidental costs and disbursements incurred by the Administrator in connection with the implementation of the voluntary administration of the Company, the implementation of this Deed and the performance of the Administrator's duties under this Deed including, but not limited to, all legal costs incurred by the Administrator or Deed Administrator in respect of the foregoing, plus any GST payable thereon.

GEG Administrator's Trading Expenses means all debts incurred by the Administrator, (including any contingent liabilities) in the performance or exercise, or purported performance or exercise, of any of his functions as Administrator of the Company or Deed Administrator of this Deed including, but not limited to:

- (a) services rendered;
- (b) goods purchased;
- (c) property hired, leased, used or occupied; and
- (d) repayment of money borrowed, plus interest and costs on such borrowed monies,

plus any GST payable thereon.

GEG Admitted Claim means a Claim in respect of a GEG Admitted Creditor under the Go Energy Group Creditors' Trust Deed but does not include any Insurance Claims.

GEG Admitted Creditor means any GEG Creditor whose Claim is admitted wholly or in part by the Trustee under the Go Energy Group Creditors' Trust Deed.

GEG Claim means:

- (a) a debt payable by, or a claim against, the Company (present or future, certain or contingent, ascertained or sounding only in damages or by way of fine or penalty), being debts or claims the circumstances giving rise to which occurred before the Appointment Date or out of events or circumstances which occurred before the Appointment Date, regardless of whether the debt or claim arose before or after the Appointment Date and irrespective of whether the debt or claim arose by virtue of contract, of laws (including by statute) in equity or otherwise;
- (b) debts or claims against the Company arising out of a Pre-Administration Contract;
- (c) claims arising out of, or in connection with or relating in any way to the termination of the employment of Employees as at any date;

- (d) a debt by way of a Superannuation Contribution; and
- (e) a debt by way of a Superannuation Guarantee Charge.

GEG Conditions means the conditions set out at clause 3.1 of this Deed.

GEG Creditor means any person having a GEG Claim.

GEG Deed Fund means as at any time throughout the Arrangement Period the aggregate of the property transferred, paid into or assigned to a fund held by the Deed Administrator under clause 2.3, less any amounts paid or drawn-down pursuant to clause 7.13.

GEG Pager Partners Payment means the amount of four hundred thousand dollars (\$400,000.00).

GEG Priority Claims means those GEG Admitted Claims having priority pursuant to the provisions of section 556(1)(e)-(h) of the Act as if the Company were in liquidation.

GEG Priority Creditors means any GEG Creditor with a GEG Priority Claim admitted wholly or in part by the Trustee under the Go Energy Group Creditors' Trust Deed.

GEG Trust Fund means the trust funds under the Go Energy Group Creditors' Trust Deed, as set out in clause 5.2.

GEG Trustee's Disbursements means all incidental costs and disbursements incurred by the Trustee in connection with the implementation of and performance of the Administrator's duties as Trustee, including but not limited to all legal costs in respect of the foregoing, plus GST payable thereon.

GEG Trustee's Remuneration means remuneration for work done by the Trustee or any partner or employee or consultant of the Trustee in connection with exercising the Powers or otherwise complying with his obligations under this Deed, calculated in accordance with the rates of charge issued from time to time by Pitcher Partners plus any GST payable thereon provided always that the Trustee shall be entitled to call a meeting of GEG Admitted Creditors in accordance with clause 22 of the Go Energy Group Creditors' Trust Deed for the purpose of having further remuneration approved.

GEPL means GoEnergy Pty Limited (Administrator Appointed) ACN 097 708 104.

GEPL Deed Administrator means Paul Gerard Weston in his capacity as deed administrator of GEPL.

GEPL Pager Partners Payment means the sum of three hundred thousand dollars (\$300,000).

GME means Go Markets Environmental Trading Pty Limited (Administrator Appointed) ACN 603 231 714.

GME Deed Administrator means Paul Gerard Weston in his capacity as deed administrator of GME.

GME Pager Partners Payment means the sum of five thousand dollars (\$5,000).

Go Energy Group Business means, save to the extent that Pager Partners elects by notice in writing to the Deed Administrator any time prior to the Completion Date to exclude any such assets, all of the assets of the Group that have not been sold by the Administrator as at the Execution Date including, but not limited to, all existing solar power plant agreements, live or suspended or revoked electricity and gas retail licenses (and any Intellectual Property Rights in relation to those licenses), GoHub and other software & source code, servers, systems, the

'Go Energy' business name, registered business names (if any), Intellectual Property Rights (including Intellectual Property Rights relating to the platform to trade Small-scale Technology Certificates within the GME business and GoHub), social media accounts (including Facebook, Google, Twitter and YouTube), all solar generation units, goodwill, domain names (including www.goenergygroup.com.au), websites, trademarks/logos (live or lapsed), customer/supplier lists including lists of the Group's outsourced solar installers and solar product suppliers, contracts (including any work in progress for any partially completed solar installations), know how including business processes and procedures, marketing material, key relationships and referral sources and all other assets to operate the businesses of the Group (but excluding the Excluded Assets and any GST refunds to which the Administrator is entitled or arising under the Go Energy Group Creditors' Trust Deed, and excluding those assets that are defined as 'Excluded Assets' under the deed of company arrangement executed by GEPL on or about the date of this Deed and those assets that are defined as 'Excluded Assets' under the deed of company arrangement executed by GME on or about the date of this Deed).

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

Go Energy Group Creditors' Trust Deed means the trust deed substantially in the form of Annexure A to this Deed under which the Trustee is to hold the GEG Trust Fund on behalf of the GEG Admitted Creditors.

GOE Subsidiaries means:

- (a) the Subsidiaries;
- (b) Fund;
- (c) GoQuote Pty Limited ACN 164 224 266;
- (d) Solco Finance Pty Limited ACN 164 429 707; and
- (e) any other subsidiary of the Company

Group means the Company and the GOE Subsidiaries.

GST means any tax imposed by or under the GST Act without regard to any input tax credit.

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

GST Law has the meaning given by section 195-1 of the GST Act.

GST Rate means ten per cent (10.00%) or such other percentage equal to the rate of tax imposed by the GST Law from time to time.

Insurance Claim means a liability of the Company covered by insurance policies taken out prior to the Appointment Date.

Intellectual Property Rights means all present and future intellectual and industrial property rights conferred by statute, at common law or in equity and wherever existing, including but not limited to:

- (a) patents, inventions, designs, copyright, trade marks, brand names, product names, domain names, rights in circuit layouts, plant breeder's rights, know how, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
- (b) any application or right to apply for registration of any of these rights;

- (c) any registration of any of those rights or any registration of any application referred to in sub-paragraph (b) above; and
- (d) all renewals and extensions of these rights.

Listing Rules means the official listing rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the Official List, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.

Meeting Documents means a notice of meeting, explanatory memorandum and such other documents (including, if necessary, independent experts' reports) as required by and in compliance with the requirements of the Listing Rules and the Act, to be prepared for the purpose of convening the Shareholders' Meeting.

Official List means the official list of entities that ASX has admitted and not removed.

Pager Partners Nominees means those persons (having consented in writing to so act) as may be nominated in writing by Pager Partners to act as directors of the Company.

Pager Partners Payment means the sum of seven hundred and five thousand dollars (\$705,000) representing the GEG Pager Partners Payment, the GEPL Pager Partners Payment and the GME Pager Partners Payment.

Pitcher Partners means Pitcher Partners Sydney BRI Group Pty Ltd.

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

PPSR means the Personal Property Securities Register as established by section 147 of the PPSA.

Pre-Administration Contract means a contract, agreement, lease or understanding entered into by the Company prior to the Appointment Date.

Prescribed Provisions means such of the provisions contained in Schedule 8A of the Corporations Regulations, as set out in Schedule 2 to this Deed.

Recapitalisation Proposal means the proposal dated 14 October 2016 from Pager Partners to the Company and the Administrator and which is contained in Schedule 1 to this Deed.

Resolution means the resolution passed by the creditors of the Company at the second meeting of creditors on 25 October 2016.

Secured Creditor means a secured creditor of the Company including, without limitation, any person that holds a registration on the PPSR.

Settled Sum means the settled sum payable by the Company pursuant to clause 4.1 of the Go Energy Group Creditors' Trust Deed being ten dollars (\$10).

Shareholders means the shareholders of the Company as at the Appointment Date.

Shareholder Condition means the passing by the Shareholders at the Shareholders' Meeting of the Shareholders' Resolution.

Shareholders' Meeting means the meeting of Shareholders convened for the purpose of:

- (a) satisfying the Shareholder Condition; and
- (b) if required by Pager Partners, considering resolutions to change, including but not limited to:

- (1) the name of the Company from Go Energy Group Limited; and
- (2) the Constitution of the Company; and
- (3) the auditors of the Company

Shareholders' Resolution means the resolution of the Shareholders to enter into the Recapitalisation Proposal.

Subsidiaries means:

- (a) GoEnergy Installations Pty Limited (In Liquidation) ACN 163 422 535;
- (b) GoEnergy Shared Services Pty Limited (In Liquidation) ACN 603 366 570;
- (c) Solco Solar Products Pty Limited (In Liquidation) ACN 010 182 215.

Subsidiary Shares means:

- (a) all the shares held by the Company in the GOE Subsidiaries; and
- (b) any minority interests held by the Company in any corporation or joint venture.

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

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

Tax Invoice means any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling the recipient to an input tax credit.

Termination Date means the date this Deed is terminated in accordance with clause 10 of this Deed.

Trustee means Paul Gerard Weston in his capacity as trustee of the Go Energy Group Creditors' Trust.

1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) a reference to any party includes that party's executors, administrators, successors, substitutes and permitted assignees, including any person taking by way of novation;
- (c) a reference to this Deed or to any other deed, agreement or document, includes respectively, this Deed or that other deed, agreement or document as amended, novated, supplemented, varied or replaced from time to time;
- (d) words importing the singular include the plural (and vice versa), words denoting a given sex include the other sex, and words denoting individuals include corporations (and vice versa);
- (e) references to currency are references to the legal currency of Australia;

- (f) references to any legislation, or to any section or provision of any legislation, includes any statutory modification or re-enactment or any statutory provision substituted for it, and any ordinances, by-laws, regulations and other statutory instruments issued under such legislation;
- (g) references to parties, clauses, schedules or annexures are references to parties, clauses, schedules or annexures to, or of, this Deed and a reference to this Deed includes any schedule or annexure;
- (h) if any day appointed or specified by this Deed for the payment of any money or doing of anything falls on a day which is not a Business Day, the day so appointed or specified shall be deemed to be the next Business Day;
- (i) references to payments to any party shall be construed to include payments to another person upon the direction of such party; and
- (j) an obligation, covenant, representation or warranty on the part of more than one party shall be deemed to be an obligation, covenant, representation or warranty on the part of those parties jointly and each of them severally.

1.3 Prescribed Provisions

The Prescribed Provisions are included as operative parts of this Deed. If there is any inconsistency between the terms of this Deed and the Prescribed Provisions, then the provisions of this Deed shall prevail, to the extent of such inconsistency.

2. Preliminary Matters

2.1 Effective Date

This Deed shall take effect on the Execution Date.

2.2 Interim Effect

To the extent that a person would be bound by this Deed if it had already been executed, the person shall not, at any time after the Resolution is passed but before the Execution Date, do anything inconsistent with the terms of this Deed, except with the leave of the Court.

2.3 GEG Deed Fund

- (a) The Deed Administrator must establish the GEG Deed Fund as soon as practicable after the Execution Date.
- (b) As soon as practicable following establishment of the GEG Deed Fund under clause 2.3(a), or as soon thereafter, as they become available, the Deed Administrator must pay into the GEG Deed Fund:
 - (i) all cash on hand or at bank of the Company held by the Administrator or the Company, including the Deposit, together with receipts from any receivables of the Company;
 - (ii) any realisations of the Assets, including cash and debtors, from the sale of Assets (other than assets relating to the Go Energy Group Business); and the Deed Administrator may apply the GEG Deed Fund during the Arrangement Period in the manner contemplated by clause 7.13, and at Completion, must transfer the balance of the GEG Deed Fund to the Trustee in accordance with clause 6.5.

2.4 Directors

- (a) Throughout the Arrangement Period, the Directors shall:
- (i) cooperate with and assist the Deed Administrator in the performance of the obligations under this Deed;
 - (ii) use their best endeavours to ensure the satisfaction of the Conditions Precedent;
 - (iii) only exercise the powers vested in them by this Deed or delegated to them by the Deed Administrator in writing from time to time; and
 - (iv) do all things required by the Deed Administrator to assist them to convene an extraordinary general meeting and to issue a prospectus for the purposes of satisfying the Shareholder Condition in accordance with the Act and the constitution of the Company.
- (b) Subject to clause 2.4(c) below, during the Arrangement Period, the Deed Administrator shall have the power to appoint and remove Directors on written notice to the Directors at the relevant time, or to replace any vacancy created as a result of the resignation of any Director. The power of the Deed Administrator includes removing the Pager Partners Nominees as Directors if the Shareholders fail to pass the Shareholders' Resolution.
- (c) On receipt of a written request from Pager Partners, the Deed Administrator shall do those things necessary to appoint the Pager Partners Nominees as the Directors of the Company and remove the incumbent Directors of the Company, provided that at least one Director of the Company must remain.
- (d) It is acknowledged that, unless otherwise authorised in writing by the Deed Administrator, the powers that may be exercised by the Pager Partners Nominees as Directors of the Company are those in, or incidental to, the powers referred to in clause 2.4(a)(iv).

2.5 Deposit

- (a) The Deed Administrator holds the Deposit as part of the GEG Deed Fund and will apply it as follows:
- (i) if Completion occurs, the Deed Administrator will transfer the Deposit to the Trustee as part payment of the Pager Partners Payment;
 - (ii) subject to sub-clause 2.5(iii), if Completion does not occur for any reason, the Deposit will form an Asset; and
 - (iii) notwithstanding sub-clauses 2.5(a)(i) and (ii):
 - (A) if, for any reason, Completion does not occur by the Due Date and in the event that subsequently the Company is recapitalised with a proposal from a party other than Pager Partners, then the Deed Administrator must cause the Company to repay the entire Deposit to Pager Partners from the proceeds of the other proponent's proposal or from the realisation of any of the assets under this Deed (if any), in priority to any other payments and immediately after the receipt of those proceeds.
 - (B) the Deposit will be refundable to Pager Partners in the manner contemplated in clause 2.4(a) of the Exclusivity Deed;

- (C) the Deposit will be refundable if the ASX Condition, the Shareholder Condition, the Flexirent Condition and/or the Classic Condition are not satisfied by the Due Date.

2.6 Shares

Other than the issue of shares or alteration in the status of a Shareholder in accordance with the Shareholder Condition, a transfer of shares in the Company, or an alteration in the status of a Shareholder or issue of shares that is made during the Arrangement Period is void except so far as the Court orders otherwise or if agreed to in writing between the Deed Administrator and Pager Partners.

2.7 Assistance in the sale of Assets

The Company shall provide all reasonable assistance requested by the Trustee for the purposes of the Trustee realising the Assets (excluding the Go Energy Group Business) transferred by the Company to the Trustee pursuant to clauses 6.3 and 6.5 for the benefit of the GEG Admitted Creditors.

2.8 Costs

The Administrator shall pay Pager Partners the sum of \$5,000 (plus GST) as a contribution towards Pager Partner's costs of entering into this Deed after the Administrator receives from Pager Partners a tax invoice with respect to such costs having been incurred by Pager Partners.

3. Conditions Precedent

3.1 Conditions to Completion

Completion is subject to and conditional upon all Conditions Precedent being satisfied or waived in accordance with this Deed on or before the Due Date.

3.2 Costs of Satisfying Conditions Precedent

- (a) Subject to sub-clause 3.2(b), Pager Partners shall, at its own cost:
 - (i) liaise with the ASX, prepare all necessary materials and do all those other things as may be necessary to satisfy the ASX Condition;
 - (ii) prepare and submit the Meeting Documents to ASX and ASIC for approval prior to despatch to Shareholders; and
 - (iii) do all other things as may be necessary to enable the Company to convene and hold the Shareholders' Meeting and satisfy the Shareholder Condition (including bearing all postage, despatch and meeting room hire costs).
- (b) Subject to sub-clause 3.2(c) and compliance with any legal requirements, effective immediately after Completion, the Company shall become obliged to reimburse Pager Partners in respect of:
 - (i) all costs and expenses incurred by Pager Partners pursuant to sub-clause 3.2(a) and 12.4; and
 - (ii) the Pager Partners Payment.
- (c) The amounts referred to in sub-clause 3.2(b) may be reimbursed by way of either:

- (i) cash payment; or
- (ii) subject the Listing Rules and to any applicable laws, the Company issuing shares, equal in value to the amount incurred pursuant to sub-clause 3.2(a), referred to in the Recapitalisation Proposal.

3.3 Waiver of Conditions Precedent

Any of the Conditions Precedent may only be waived if the Parties agree in writing.

3.4 Satisfaction of Conditions Precedent

- (a) Pager Partners shall use its best endeavours to satisfy the Conditions Precedent, including initiating those actions set out in sub-clause 3.2(a).
- (b) The Deed Administrator undertakes to use his best endeavours to assist in satisfying the GEG Conditions, to the extent that satisfaction of these conditions are within the Deed Administrator's control.

3.5 Failure of Conditions Precedent

If the Conditions Precedent are not satisfied or waived by the Due Date, save for this clause 3.5 and clauses 2.5, 7, 8, 10 and 11, the provisions of this Deed shall have no further force and effect.

3.6 Go Energy Group Business

- (a) Pager Partners agrees and acknowledges that the Go Energy Group Business shall remain with the Company on an "as is, where is" basis, with all faults or defects (if any), whether or not apparent.
- (b) Pager Partners acknowledges that certain assets of the Company and the Subsidiaries have been sold prior to the Execution Date.
- (c) The Deed Administrator will use best endeavours to transfer other assets of the GOE Subsidiaries or the Subsidiary Shares to the Company (or its nominee) to the extent requested by Pager Partners but no guarantee is provided by the Deed Administrator that other assets exist, or if they do exist, they can be transferred to the Company.
- (d) In the event that Pager Partners requests the Deed Administrator to transfer other assets of the Subsidiaries to the Company (or its nominee), then:
 - (i) the Deed Administrator will obtain an independent valuation of those assets (**Valuation**);
 - (ii) the Deed Administrator will enter into a sale arrangement with the relevant Subsidiary, which will include the payment of a purchase price for the relevant assets to the Subsidiary based on the Valuation (**Purchase Price**); and
 - (iii) the Deed Administrator will use the GEG Deed Fund to pay the Purchase Price;
- (e) Should Pager Partners advise the Deed Administrator at any time prior to the Completion Date that it does not require any of the assets that constitute the Go Energy Group Business, the Deed Administrator agrees and acknowledges that he will use his best endeavours to ensure that those nominated assets are transferred to the GEG Deed Fund or the Trustee of the Go Energy Group Creditors' Trust (as the case may be), at the cost of the Company (if any).

4. Scope and Moratorium

4.1 Scope

This Deed binds:

- (a) all parties to this Deed;
- (b) in accordance with section 444D of the Act, all GEG Creditors of the Company having a GEG Claim during the Arrangement Period; and
- (c) in accordance with section 444G of the Act, the Company, the Administrator and the officers and members of the Company.

4.2 Moratorium regarding Company

GEG Creditors shall not during the Arrangement Period:

- (a) make an application for an order to wind up the Company;
- (b) proceed with an application in connection with the winding up of the Company made before this Deed became binding on the GEG Creditors;
- (c) begin or continue any proceeding against the Company or in relation to any of its Assets;
- (d) exercise any right of set-off or cross-claim against the Company; or
- (e) begin or continue with any Enforcement Process in relation to the Company's Assets,

except, in the case of sub-clauses 4.2(c) and (e), with the leave of the Court and in accordance with the terms (if any) imposed by the Court.

4.3 Release of GEG Admitted Claims

- (a) Subject to Completion, this Deed releases the Company from all GEG Claims.
- (b) Each GEG Admitted Creditor shall, if requested to do so, properly execute and deliver to the Company such forms of release in respect of its GEG Admitted Claim as the Deed Administrator or the Company may require.

4.4 All Claims Extinguished

Upon Completion, all GEG Claims shall be released and extinguished and this Deed may be pleaded by the Company as a bar to proceedings in respect of any GEG Claim. A GEG Creditor shall, following Completion, only have a right to participate as a beneficiary under the Go Energy Group Creditors' Trust Deed in full satisfaction and complete discharge of any GEG Claims which they have or claim to have against the Company as at the Appointment Date.

4.5 Go Energy Group Creditors' Trust

- (a) The Deed Administrator shall cause the Company to execute the Go Energy Group Creditors' Trust Deed in time for Completion.
- (b) The Deed Administrator is expressly authorised to execute the Go Energy Group Creditors' Trust Deed on behalf of the Company.

- (c) As soon as practicable prior to Completion the Deed Administrator must establish the GEG Trust Fund, to be controlled in the manner set out in the Go Energy Group Creditors' Trust Deed.

4.6 Insurance Claims

- (a) Subject to Completion and this sub-clause 4.6(b), the Company shall be released from all Insurance Claims.
- (b) On receipt by the Company from an insurer of any moneys relating to an Insurance Claim:
 - (i) such moneys shall (after deduction of all costs, fees and expenses of and incidental to recovering those moneys incurred by the Company) be paid by the Company to the claimant of that Insurance Claim; and
 - (ii) in the event that there are moneys remaining after the claimant of that Insurance Claim has been paid, the Company shall pay such moneys to the GEG Trust Fund; and
 - (iii) any such Insurance Claims shall be limited to and satisfied by the application of the moneys in accordance with clause 4.6(b)(i) and not be paid from the GEG Trust Fund.
- (c) To the extent that the Company is entitled to or receives amounts in respect of any Insurance Claim from insurers, that Insurance Claim is not released by this Deed.

4.7 Superannuation Claims

The Deed Administrator must determine that either the whole of a debt or that a particular part of a debt by way of a Superannuation Contribution is not a GEG Admitted Claim if:

- (a) a debt by way of a Superannuation Guarantee Charge has been paid or is, or is to be, a GEG Admitted Claim; and
- (b) the Deed Administrator is satisfied that the Superannuation Guarantee Charge is attributable to either the whole or that part of the first mentioned debt.

4.8 Employees and Leases

- (a) Prior to Completion, the Deed Administrator shall, to the extent that it has not already occurred:
 - (i) terminate forthwith the employment of the Employees and determine any GEG Priority Claims; and
 - (ii) unless otherwise notified in writing by Pager Partners, terminate any property leases (of which the Deed Administrator is aware as at the Completion Date), and otherwise terminate any contracts as requested in writing by Pager Partners.

- (b) For the avoidance of any doubt, and for the purposes of section 444DA(1) of the Act, any eligible employee creditors will be entitled to a priority at least equal to what they would have been entitled to if property were applied in accordance with sections 556, 560 and 561 of the Act.

4.9 Claims

- (a) Subject to clause 4.6, as from Completion:
 - (i) all persons having a GEG Claim may lodge a proof of debt with the Trustee pursuant to the terms of the Go Energy Group Creditors' Trust Deed;
 - (ii) all persons having a GEG Claim must accept their right to participate as a beneficiary under the Go Energy Group Creditors' Trust Deed in full satisfaction and complete discharge of all Claims which they have or claim to have against the Company as at the Appointment Date;
 - (iii) the Company is released from all GEG Claims, which are extinguished in accordance with the terms of this Deed.
- (b) For the avoidance of doubt, the Deed Administrator shall not be obliged to adjudicate upon GEG Claims until after the Completion Date, in his capacity as Trustee.

5. Property Available to pay GEG Creditors

- 5.1 Subject to the provisions of this Deed, the property that is available to pay the GEG Admitted Claims are the assets of the GEG Trust Fund which forms part of the Go Energy Group Creditors' Trust.
- 5.2 The GEG Trust Fund, under the Go Energy Group Creditors' Trust Deed, is to be made up of:
 - (a) the Settled Sum;
 - (b) subject to clause 2.5, the Deposit;
 - (c) the GEG Pager Partners Payment, less the Deposit;
 - (d) the assets transferred to the Trustee pursuant to clauses 6.3 and 6.5; and
 - (e) the benefits of the Company's covenants in this Deed (including any monies pursuant to clause 4.6(b)) and in the Go Energy Group Creditors' Trust Deed in favour of the Trustee.
- 5.3 The Go Energy Group Creditors' Trust Deed shall provide that the GEG Trust Fund shall be distributed in the following order of priority:
 - (a) first, the GEG Administrator's Disbursements and GEG Administrator's Trading Expenses (to the extent not paid);
 - (b) second, the GEG Administrator's Costs;
 - (c) third, the GEG Trustee's Remuneration and GEG Trustee's Disbursements;
 - (d) fourth, GEG Priority Creditors pro rata according to the amount for which each such GEG Priority Creditor shall be admitted to proof pursuant to the Go Energy Group Creditors' Trust Deed;

- (e) fifth, GEG Admitted Creditors pro rata according to the amount for which each such GEG Admitted Creditor shall be admitted to proof pursuant to the Go Energy Group Creditors' Trust Deed; and
 - (f) the balance, if any, to be returned to the Company.
- 5.4 In the event that the GEG Deed Fund, or any part of it, is distributed by the Deed Administrator pursuant to this Deed and not pursuant to the Go Energy Group Creditors' Trust Deed, the distribution shall be in the order of priority set out in clause 5.3 above.
- 5.5 For the avoidance of doubt, if the Administrator receives or holds any of the assets described in clause 5.2, or any part thereof, before the establishment of the GEG Trust Fund, the Administrator shall hold those assets on trust for the benefit of the GEG Admitted Creditors in accordance with the terms of this deed.

6. Completion

6.1 Time and Place

Completion shall occur on the Completion Date at the offices of the Deed Administrator situated at Level 22, 19 Martin Place, Sydney NSW 2000 or at such other time and place as is agreed in writing by the Deed Administrator and Pager Partners.

6.2 Pager Partners Payment

Pager Partners shall pay the Pager Partners Payment (less the Deposit) to the Deed Administrator after the Shareholders' Meeting, and by no later than at Completion.

6.3 Obligations

Subject to the GEG Conditions being satisfied or waived in accordance with this Deed, at Completion, the following shall occur:

- (a) the Company, as beneficial owner, shall transfer, assign, convey and set over all the assets of the Company (other than the Go Energy Group Business) to the Deed Administrator in his capacity as Trustee of the Go Energy Group Creditors' Trust, to be held for and on behalf of the GEG Creditors on the terms of the Go Energy Group Creditors' Trust Deed;
- (b) the Deed Administrator shall pay the GEG Pager Partners Payment (including the Deposit) to the Trustee (subject to clause 7.13);
- (c) the Deed Administrator shall pay the GEPL Pager Partners Payment to the GEPL Deed Administrator;
- (d) the Deed Administrator shall pay the GME Pager Partners Payment to the GME Deed Administrator;
- (e) the Company, as beneficial owner, shall transfer, assign, convey and set over the Excluded Assets to the Deed Administrator in his capacity as Trustee of the Go Energy Group Creditors' Trust, to be held for and on behalf of the GEG Creditors on the terms of the Go Energy Group Creditors' Trust Deed;
- (f) the Company shall execute and deliver to the Trustee those forms necessary to transfer the Subsidiary Shares that Pager Partners require to be excised to the Trustee;

- (g) the Company and each of the required GOE Subsidiaries shall use their respective best endeavours to transfer any assets forming part of the Go Energy Group Business not transferred under sub-clause 6.3(e) to the Company or a wholly-owned subsidiary of the Company by executing all relevant asset transfers or forms;
- (h) if an appropriate resolution has been passed at the Shareholders' Meeting, the Company shall change its name from Go Energy Group Limited, and will complete all relevant documents relating to that name change; and
- (i) the Deed Administrator shall use his reasonable endeavours to deliver possession of all of the documents and information relating to the Go Energy Group Business in its possession and control to the Company.

6.4 Interconnection Obligations

All things required by this Deed to occur or be done at Completion are interconnected and Completion shall not be regarded as having occurred unless all such things occur or are done.

6.5 Trust Transfer

- (a) By this Deed, at Completion, the Company assigns, transfers and sets over the Excluded Assets to the Trustee.
- (b) By this Deed, at Completion, the Deed Administrator assigns and transfers the GEG Deed Fund to the Trustee.
- (c) Notwithstanding Completion, the Company shall take those steps and do all things as may be necessary, including executing any documents that may be reasonably requested by the Trustee for the purpose of giving effect to sub-clause 6.5.

7. Administrator

7.1 Role of Administrator

- (a) The Company appoints the Deed Administrator, and the Deed Administrator accepts an appointment, as the deed administrator of this Deed with respect to the Company.
- (b) The Deed Administrator is not liable for any debts payable by or claims against the Company, the circumstances giving rise to which occur after the Execution Date.
- (c) This Deed shall be administered by the Deed Administrator who shall have the powers, functions and duties conferred on him by this Deed and the Act.
- (d) The Deed Administrator shall be the Trustee of the Go Energy Group Creditors' Trust and shall have the powers and obligations specified in the Go Energy Group Creditors' Trust Deed.

7.2 Powers of Administrator

- (a) During the Arrangement Period, the Deed Administrator will have all the powers set out in the Prescribed Provisions.
- (b) In addition to clause 7.2(a), during the Arrangement Period, the Deed Administrator will, at his election have the rights, powers, privileges, authorities and discretions conferred by the constitution of the Company or otherwise by law on the Directors of the Company.

7.3 Administrator remuneration

- (a) The Administrator will be remunerated by the Company and will be entitled to be paid, from the Assets (other than the Go Energy Group Business) and the GEG Deed Fund, the GEG Administrator's Disbursements, the GEG Administrator's Costs and the GEG Administrator's Trading Expenses (to the extent that those amounts relate to the Company).
- (b) The Administrator may draw from the Assets (other than the Go Energy Group Business) and the GEG Deed Fund such amounts as are due and payable to the Administrator on account of the GEG Administrator's Disbursements, the GEG Administrator's Costs and the GEG Administrator's Trading Expenses (to the extent that those amounts relate to the Company) from time to time.
- (c) The Administrator must be reimbursed from the GEG Trust Fund in respect of any of the GEG Administrator's Disbursements, the GEG Administrator's Costs and the GEG Administrator's Trading Expenses which have not already been paid pursuant to clauses 7.3(a) and 7.3(b).

7.4 Agent of Company

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

7.5 Reasonable Care and Diligence

The Deed Administrator shall, at all times:

- (a) act honestly in the exercise of his powers and performance of his functions and duties under this Deed; and
- (b) exercise the degree of care and diligence that a reasonable person in his position would exercise in the circumstances of the Company.

7.6 Indemnity for any Liability

The Company shall be liable to pay any liabilities, debts or claims in relation to the period from the Execution Date until the Completion Date whereupon any such claims shall be transferred to the Go Energy Group Creditors' Trust with no further claim against the Company. The Deed Administrator shall ensure all such liabilities, debts and claims are paid from the Execution Date until the Completion Date and in this regards shall be entitled to be indemnified out of the Assets (other than the Go Energy Group Business) and the GEG Deed Fund with respect to such liabilities, debts and claims.

7.7 Responsibility for Management of Company

Subject to clauses 2.4, 7.8 and 7.9, during the Arrangement Period, the Deed Administrator shall be responsible for the day-to-day management, control, supervision and administration of the Company's business and affairs.

7.8 Powers of Directors

During the Arrangement Period:

- (a) the Directors shall assist the Deed Administrator to take all steps that may be necessary to authorise and enable the Company to issue the Shareholders' Meeting Documents in relation to the Recapitalisation Proposal; and

- (b) the Deed Administrator may, to the extent they consider necessary for the purposes of giving effect to this Deed, delegate to the Directors some or all of his powers in relation to the day-to-day management, control, supervision and administration of the Company's business and affairs.

7.9 Powers of Deed Administrator

During the Arrangement Period, the Deed Administrator shall:

- (a) retain sole power and control over:
 - (i) the Administration Account;
 - (ii) the Assets; and
 - (iii) the incurring of any liabilities of the Company other than as contemplated by this Deed;
- (b) receive all moneys on behalf of the Company; and
- (c) have the sole discretion in relation to the manner and to whom Company moneys are distributed.

7.10 Applications to Court

At any time during the Arrangement Period, the Deed Administrator may apply to the Court for directions in relation to any matter arising out of, or in connection with:

- (a) his former capacity as voluntary administrator of the Company; or
- (b) his administration of this Deed.

7.11 Books and Records

To the extent that the Deed Administrator is given access to, or possession of, the books and records of the Company, the Deed Administrator shall maintain the same in accordance with the requirements of the Act.

7.12 Termination of Appointment

- (a) The appointment of the Deed Administrator under this Deed may be terminated by:
 - (i) notice in writing signed by the Deed Administrator and tendered to the GEG Creditors; or
 - (ii) the death of the Deed Administrator.
- (b) If the appointment of the Deed Administrator is terminated in accordance with sub-clause 7.12(a), the GEG Creditors may, by resolution, appoint any one or more substitute administrators to perform any function, and exercise any power, of the Deed Administrator(s) (as the case may be) at a rate of remuneration not exceeding that payable to the Deed Administrator under this Deed.

7.13 Draw-downs

The Parties agree and acknowledge that the Deed Administrator is entitled to draw amounts on account of GEG Administrator's Costs, GEG Administrator's Disbursements and GEG Administrator's Trading Expenses from time to time from the moneys held by them pursuant to this Deed or the Go Energy Group Creditors' Trust Deed to the extent of the GEG Trust Fund.

8. Limitation of Administrator Liability

Subject to the Act and this Deed, in the performance or exercise, or purported performance or exercise, of any of the Administrator's functions, powers and duties under this Deed, the Administrator (in any capacity) will not be personally liable for:

- (a) any debt, liability or other obligation which the Administrator may incur on behalf of the Company pursuant to the Deed; or
- (b) any loss or damage caused by any act, default or omission by the Administrator or on behalf of the Administrator in the performance of the Administrator's powers function and duties under the Deed.

9. Administrator's Indemnity

9.1 Nature of Indemnity

The Deed Administrator shall be indemnified out of the Assets (other than the Go Energy Group Business) and the GEG Deed Fund prior to and as at Completion, or after Completion from the GEG Trust Fund, for:

- (a) the GEG Administrator's Costs and the GEG Administrator's Disbursements;
- (b) the GEG Administrator's Trading Expenses; and
- (c) all actions, suits, proceedings, accounts, claims and demands arising out of this Deed after the Execution Date which may be commenced, incurred by or made on the Deed Administrator by any person and against all costs, charges and expenses incurred by the Deed Administrator in respect of him, in relation to the realisation or protection of the assets of the Company,

provided that, the Deed Administrator shall not be entitled to an indemnity in respect of any liabilities or demands if the Deed Administrator (or any partner, employee, authorised agent or delegate of the Deed Administrator or the Trustee) have acted dishonestly, negligently, in breach of duty, or in breach of trust.

9.2 Continuing Indemnity

Notwithstanding the removal of the Deed Administrator or Trustee and the appointment of a new deed administrator or Trustee or the termination of this Deed or the Trust for any reason whatsoever, the indemnity under clause 9.1:

- (a) shall take effect from the Execution Date;
- (b) is without limitation as to time; and
- (c) shall continue for the benefit of the Deed Administrator's respective legal personal representatives.

9.3 Indemnity not to be Affected or Prejudiced

The indemnity under clauses 9.1 and 9.2 shall not:

- (a) be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Administrator or the Trustee and shall extend to all actions, suits, proceedings, accounts, liabilities, claims and demands arising in any way out of any defect in the appointment of the Administrator or the Trustee, the approval and execution of this Deed or the Trust Deed otherwise; or

- (b) affect or prejudice all or any rights that the Deed Administrator or the Trustee may have against the Company or any other person to be indemnified against the costs, charges, expenses and liabilities incurred by the Deed Administrator or the Trustee of, or incidental to, the exercise of any of the powers conferred on the Deed Administrator or the Trustee by this Deed or the Trust Deed or otherwise.

9.4 Lien

To secure the rights or indemnity under this clause 9, the Deed Administrator has a lien over the Assets (other than the Go Energy Group Business), the GEG Deed Fund and the GEG Trust Fund.

10. Termination

10.1 Termination upon successful completion

Subject to this clause, this Deed shall terminate immediately after Completion, when control of the Company shall return to its Directors and at that time, the Deed Administrator must lodge with ASIC a notice in accordance with that prescribed by Clause 12 of the Prescribed Provisions.

10.2 Due Date

(a) In the event that:

- (i) any Conditions Precedent are not satisfied or waived pursuant to the terms of this Deed by the Due Date;
- (ii) Pager Partners breaches its obligations under this Deed including, without limitation, the payment of any money to the Company or the Deed Administrator;
- (iii) the Deed Administrator and Pager Partners agree, in writing, that the objects of the Deed cannot be fulfilled; or
- (iv) Completion does not occur by the Due Date,

the Deed Administrator may call a meeting of creditors to consider and if thought fit pass a resolution to vary or terminate this Deed in accordance with the Act.

- (b) Notwithstanding sub-clause 10.2(a), if the Shareholder' Condition is not met as a result of the Shareholders' Resolution not being passed at the Shareholders' Meeting, the Deed will, unless otherwise agreed in writing between Pager Partners and the Deed Administrator prior to that time, terminate and the Company will be wound up and the Deed Administrator will be appointed as liquidator of the Company.

10.3 Change of Termination Date

Without limiting any other provision of this clause 10, this Deed shall terminate if:

- (a) the Court so orders in accordance with section 445D of the Act;
- (b) the Deed Administrator, with the agreement of Pager Partners, determines the Deed cannot be fulfilled;
- (c) the GEG Creditors pass a resolution terminating this Deed at a meeting convened pursuant to section 445F of the Act.

10.4 Report to GEG Creditors

Prior to any meeting convened pursuant to section 445F of the Act, the Deed Administrator must send to each GEG Creditor an up-to-date report as to the state of affairs of the Company, which report shall:

- (a) be accompanied by such financial statements as the Deed Administrator thinks fit; and
- (b) include a statement:
 - (i) explaining the circumstances which have caused the Deed Administrator to convene the meeting; and
 - (ii) that this Deed will be varied or terminated if the GEG Creditors so resolve.

10.5 Previous Operation Preserved

The termination or avoidance, in whole or in part, of this Deed shall not affect the previous operation of this Deed.

10.6 Notice of Termination

If Completion occurs, the Deed Administrator shall immediately certify in writing that this Deed has been effectuated and lodge with ASIC a notice certifying that this Deed has been fully effectuated and terminate this Deed.

10.7 Operation of Clauses

In the event that this Deed is terminated in accordance with clause 10.1, then clauses 2.5, 3.2, 4.3, 4.4, 4.6, 4.6(c), 4.9, 5, 6, 7.6, 8, 9, 10.6 and 13 of this Deed shall survive.

11. Meetings of GEG Creditors

The Deed Administrator may, at any time, convene a meeting of GEG Creditors and, except to the extent they are inconsistent with the terms of this Deed, Regulations 5.6.12 to 5.6.36A of the Corporations Regulations shall apply to meetings of the GEG Creditors as if references to the liquidator, the provisional liquidator, the chairman, or trustee for debenture holders (as the case may be) were references to the Deed Administrator and with such other modifications as are necessary to give effect to this Deed.

12. Goods and Services Tax

12.1 GST Payment

If GST is payable on the Basic Consideration or any part thereof, or if any party is liable to pay GST in connection with any taxable supply made under this Deed, then:

- (a) the party may increase the Basic Consideration (or the relevant part thereof) by an amount which is equal to the GST Rate; and
- (b) the increased Basic Consideration shall be paid by the recipient.

12.2 Tax Invoice

Where the Basic Consideration is increased to account for GST pursuant to clause 12.1, the relevant party shall, in the month in which the Basic Consideration is to be paid, issue a Tax Invoice to the recipient.

12.3 **Obligations to Survive Termination**

This clause 12 shall survive termination of this Deed other than a termination pursuant to clause 10.1.

12.4 **Stamp Duty**

The Company must pay any stamp duty payable on the Go Energy Group Creditors' Trust Deed or upon the assignment of the assets (other than the Go Energy Group Business) to the Go Energy Group Creditors' Trust pursuant to this Deed.

13. **General**

13.1 **Governing Law**

This Deed is governed by, and shall be construed in accordance with, the laws of the State of New South Wales.

13.2 **Jurisdiction**

- (a) Each party irrevocably submits to, and accepts generally and unconditionally, the non-exclusive jurisdiction of the courts of New South Wales with respect to any legal action or proceedings which may be brought at any time relating in any way to this Deed.
- (b) Each party irrevocably waives any objection it may have, either now or in the future, to the venue of any action or proceedings, and any claim it may have, either now or in the future, that the action or proceedings have been brought in an inconvenient forum.

13.3 **Severability**

Any provision of this Deed which is or becomes illegal, void or unenforceable in any respect shall be ineffective only to the extent of that illegality, voidness or unenforceability, and shall not affect the continued operation of the remaining provisions of this Deed.

13.4 **Further Acts**

The parties shall promptly do and perform all further acts and execute and deliver all further documents required by law or reasonably requested by the other parties to carry out and effect the intent and purpose of this Deed.

13.5 **Variation**

This Deed may be varied in accordance with the Act.

13.6 **Waiver**

- (a) No waiver or indulgence by any party to this Deed shall be binding on the parties unless it is in writing.
- (b) No waiver of a breach of any term or condition of this Deed shall operate as a waiver of another breach of the same or any other term or condition of this Deed.

13.7 **Time of the Essence**

Time shall be of the essence of this Deed in all respects unless the parties agree in writing to any time requirement being extended, but in such event, time shall again be of the essence of this Deed in relation to such time requirement as so extended.

13.8 Binding Obligations

The obligations imposed and the benefits conferred by the agreements contained within this Deed are to be binding on the respective executors, administrators, successors and assigns of all the parties to this Deed.

13.9 Counterparts

This Deed may be executed in any number of counterparts (whether an original or a copy transmitted by facsimile or e-mail), all of which taken together shall constitute one and the same document.

13.10 Inconsistency with Act

If there is any inconsistency between the terms of this Deed and the Act, then the Act shall, only to the extent of this inconsistency, prevail and this Deed shall be interpreted accordingly.

13.11 Deed Prevails

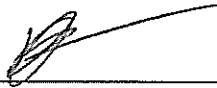
- (a) If there is any inconsistency between the provisions of this Deed and the constitution of the Company or any other obligations binding on the Company, then the provisions of this Deed shall prevail to the extent of the inconsistency.
- (b) If there is any inconsistency between the provisions of this Deed and the provisions of the Go Energy Group Creditors' Trust Deed, then the provisions of this Deed shall prevail to the extent of the inconsistency.

13.12 Costs and Outlays

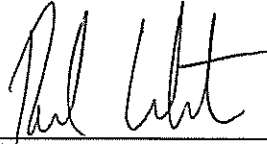
The costs and outlays connected with the negotiation, preparation and execution of this Deed are taken to be costs, charges and expenses incurred by the Administrator.

EXECUTED as a DEED.

Executed by Go Energy Group Limited)
ACN 084 656 691 (Administrator)
Appointed) by its Administrator in)
accordance with the *Corporations Act 2001*)
(Cth):)



Witness



Paul Gerard Weston

DANIEL MATTA
Print Full Name

Executed by the said Paul Gerard Weston)
in his capacity as Administrator of Go Energy)
Group Limited ACN 084 656 691)
(Administrator Appointed) in the presence of:)



Witness



Paul Gerard Weston

DANIEL MATTA
Print Full Name

Executed by Pager Partners Corporate)
Advisory Pty Ltd ACN 123 845 401 as)
trustee for the Pager Partners Investment)
Trust by its sole Director and Secretary in)
accordance with the *Corporations Act 2001*)
(Cth):)

Signature of Sole Director/Secretary

Name of Director/Secretary

EXECUTED as a DEED.

Executed by Go Energy Group Limited)
ACN 084 656 691 (Administrator)
Appointed) by its Administrator in)
accordance with the *Corporations Act 2001*)
(Cth):

Witness

Paul Gerard Weston

Print Full Name

Executed by the said Paul Gerard Weston)
in his capacity as Administrator of Go Energy)
Group Limited ACN 084 656 691)
(Administrator Appointed) in the presence of:)
)

Witness

Paul Gerard Weston

Print Full Name

Executed by Pager Partners Corporate)
Advisory Pty Ltd ACN 123 845 401 as)
trustee for the Pager Partners Investment)
Trust by its sole Director and Secretary in)
accordance with the *Corporations Act 2001*)
(Cth):



Signature of Sole Director/Secretary

Jonathan Pager

Name of Director/Secretary

SCHEDULE 1 – RECAPITALISATION PROPOSAL

Go Energy Group Limited ACN 084 656 691

(Administrators Appointed) (“GOE” or “the Company”)

DETAILED DOCA PROPOSAL TO RECAPITALISE GO ENERGY GROUP LIMITED

DATED 14 October 2016

GENERAL TERMS OF RECAPITALISATION

A syndicate headed by Pager Partners Corporate Advisory Pty Limited (**Syndicate**) (or its nominee) offers to recapitalise Go Energy Group Limited (“**GOE**” or “**the Company**”). This proposal will require the creditors of the Company to enter into a Deed of Company Arrangement (**DOCA**) and a Creditors Trust Deed (**Trust Deed**). This Proposal also requires the creditors of GoEnergy Pty Ltd (**GEPL**) and GoEnergy Markets Environmental Trading Pty Ltd (**GME**) to each enter into a DOCA, which DOCA’s will be interdependent with the GOE DOCA. Should it also be required by the syndicate, this proposal requires Go Energy Solar PPA Fund 1 Pty Ltd (**GPPA**) to remain a wholly-owned subsidiary of GOE.

We understand that the equity capital of GOE as set out in the Appendix 3B dated 22 December 2015 is as follows:

- a. 983,608,252 fully paid ordinary shares;
- b. No employee options to acquire fully paid ordinary shares, which would otherwise be assumed to cancel or be subject to consolidation at the completion of this offer;
- c. No unlisted options, which will otherwise cancel out or be subject to consolidation;
- d. No options for convertible notes, which would otherwise be considered debt with no rights to equity for the purpose of this offer; and
- e. Any Convertible Notes on issue will be considered debt with no rights to equity for the purposes of this offer.

The DOCA for GOE, GEPL and GME must provide for or contemplate or facilitate the following (**Proposal**):

- 1 The Syndicate requires, as part of this offer, all of the remaining unencumbered assets of GOE and its subsidiaries (if required by the Syndicate) including but not limited to all of the existing Solar Power Plant Agreements (**PPAs**) as listed in the dataroom, live or suspended or revoked electricity and gas retail licenses (and any IP in relation to these licenses), GoHub and other software & source code, servers, systems, ‘Go Energy’ business name, registered business names (if any), intellectual

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property (including IP around the platform to trade STC's within the GME business and GoHub), social media accounts (including Facebook, Google, Twitter and YouTube), all Solar Generation Units ("SGU"), goodwill, domain names (including www.goenergygroup.com.au), websites, trademarks/logos (live or lapsed), customer/supplier lists including lists of GOE's outsourced solar installers and solar product suppliers, contracts (including any Work In Progress for any partially completed solar installations), know how including business processes and procedures, marketing material, key relationships and referral sources and all other assets to operate these businesses (**GOE Business**) be retained by GOE (or its current subsidiaries if requested), or transferred to GOE (or a newly created subsidiary of GOE) from its subsidiaries. The GOE Business must remain as an unencumbered asset of the Company to enable the Company to be reinstated to trading on the Australian Securities Exchange Limited (**ASX**).

2. The consideration for control of GOE (and GEPL and GME) and 100% of the GOE Business (including in any of GOE's other subsidiaries) is an aggregate amount of **\$705,000** in cash, including the Deposit referred to in clause 3 below, (**Cash Consideration**), to be paid to the Deed Administrators for the benefit of the Creditors Trust (the **Syndicate Offer**) so that immediately following the satisfaction of the last of the conditions precedent (being, most likely, shareholder approval of this Proposal, in its entirety):
 - (i) the Syndicate shall pay to the Deed Administrators the Cash Consideration in full and final satisfaction of the Syndicate Offer;
 - (ii) the DOCA's for GOE, GEPL and GME shall terminate by performance and those assets of the GOE Group which are not part of the GOE Business assets shall be dealt with in accordance with the DOCA's; and
 - (iii) any GOE Business assets shall be transferred (if required and requested by the Syndicate) from the subsidiaries into the GOE listed entity (or an existing or newly created subsidiary) as is necessary.

3. The Syndicate has paid a \$20,000 deposit (**Deposit**) upon executing an Exclusivity Deed with the Administrator, which will be refunded in the event GOE shareholders do not approve this DOCA proposal. If, for any other reason, the Company is recapitalised under another proponent's DOCA proposal, then the Administrators shall repay to the Syndicate the entire Deposit from the proceeds of that other proponent's DOCA proposal; or from the realisations of any of the assets required under this proposal, in priority to any other payments and immediately after the receipt of those proceeds. Furthermore, the entire Deposit will be refundable to the Syndicate in accordance with Clause 2.4(a) of the Exclusivity Deed. Furthermore, the entire Deposit will be refundable if the Syndicate cannot reach a commercially viable agreement with Flexirent Capital Pty Ltd or Classic Funding Group Pty Ltd, being creditors of GoEnergy Solar PPA Fund 1 Pty Ltd and GoEnergy Pty Limited prior to the DOCA effectuating. Furthermore, the entire Deposit will be refundable if ASX do not provide written confirmation that the Syndicate will not need to re-comply with

Chapters 1 & 2 of the ASX Listing Rules prior to the DOCA effectuating.

- 4 The GOE Business is to be retained by GOE, and must be unencumbered and all other liabilities and obligations of GOE, GEPL and GME be released pursuant to the terms of the respective DOCAs.
- 5 The existing share structure of the Company, including unlisted options (if any) that are not cancelled, shall be subject to a 60:1 consolidation prior to issuing the securities under this Proposal.
- 6 Subject to creditors approving this Proposal, if requested by the Syndicate, the Deed Administrators shall request the existing directors and officers of GOE, GEPL and GME to resign and if this does not occur then remove all existing directors and officers and appoint the Syndicate's nominees and the DOCA's shall give express powers to the Deed Administrators to do this. It is acknowledged that the Deed Administrators shall be able to limit the powers of any Syndicate nominated directors whilst the DOCA's operate.
- 7 The Syndicate proposes to raise new equity in the Company by way of placements on the following basis:
 - (a) an amount of **\$400,000** from the Syndicate (or its nominees) is to be provided in exchange for 160 million Shares at issue prices to be determined by the Syndicate;
 - (b) a general placement of up to 180 million Shares at 1c each to raise up to **\$1,800,000**. This placement will be on a best endeavours basis and may be underwritten, subject to certain conditions; and
 - (c) an amount of \$2,000 from the Syndicate is to be provided in exchange for 80,000,000 Options, each to acquire one Share, at an exercise price of 1 cent each on or before 30 June 2020.

Please note that the proposed structure above may vary at the Syndicate's discretion (subject to ASX and/or shareholder approval), including the right to take over-subscriptions and/or vary the proposed shareholder consolidation.

- 8 The proposal for the GOE Business is for the Company to retain and exploit its interest in this business in the ordinary course and to exploit complementary and any other business opportunities.
- 9 In addition to the Cash Consideration referred to above, under the DOCA's, the Company shall transfer to the Creditors Trust for the benefit of the GOE, GEPL and GME creditors any cash at bank, its rights in its sundry debtors, and any other assets not required by the Syndicate as part of the GOE Business. Furthermore, the Company (or relevant subsidiary) shall also transfer to the Creditors Trust for the benefit of the GOE, GEPL and GME creditors, unless otherwise agreed in writing

between the Administrator and the Syndicate, any remaining STC's, PP&E, and inventory.

- 10 Immediately following the satisfaction or waiver of the last of the conditions precedent specified in clause 16 below, being, most likely, shareholder approval of the Syndicate's proposal at the shareholder's meeting, the Deed Administrators will facilitate all necessary transfers and assignments to the Creditors Trust, including payments totalling **\$705,000** and the DOCA's will then terminate by performance.
- 11 If shareholders do not approve the Syndicate's proposal at the shareholder's meeting, the DOCA's will terminate and the Company, GEPL and GME shall be placed into liquidation.
- 12 If shareholders approve the Syndicate's proposal at the shareholder's meeting and the other conditions precedent are satisfied, the \$705,000 paid by the Syndicate to the Creditors Trust will, after the termination of the DOCA's, be repaid to the Syndicate in cash or through the issue of shares (referred to at point 7 above) in the Company.
- 13 The control of the Company, GEPL and GME shall remain with the Deed Administrators until the DOCA's are terminated.
- 14 The prescribed provisions in schedule 8A of the Corporations Regulations will be incorporated in the DOCA's, save for regulations 3(c), 10 and 11.
- 15 The Syndicate will be entitled to change the name, constitution and auditors of GOE, if required, and the Syndicate acknowledges that such a change is subject to shareholder approval.
- 16 The Proposal is subject to the following general conditions precedent:
 - (a) all liabilities and long term commitments of GOE, GEPL and GME being released and compromised via the DOCA's. It shall be a term of the DOCA's that it is wholly effectuated and the appointment of the Deed Administrators terminates contemporaneously with the payment of the Cash Consideration to the Deed Administrators.
 - (b) the secured creditors, if any, agree to release all security over GOE, GEPL and GME and the GOE Business (including any required subsidiaries of GOE);
 - (c) all creditors of GOE, GEPL or GME are bound by the DOCA's. All creditors will be required to prove in accordance with the terms of the DOCA's and Creditors Trust and no creditor shall have a right to claim payment against the Company, GEPL or GME (for the avoidance of doubt, the DOCA's shall clearly state that the claims of all creditors shall be released and that all creditors shall only have an entitlement to prove in the Creditors Trust and not against the Company, GEPL or GME).

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- (d) all subsidiaries of GOE that are not required shall be excised from GOE and dealt with by the Deed Administrators in accordance with the DOCA's (unless otherwise required by the Syndicate).
 - (e) termination of the employment of all employees of GOE, GEPL and GME, if any, at no cost to the Company, GEPL or GME (or the respective subsidiaries) post the DOCA's.
 - (f) ASX providing written confirmation to GOE that it will lift the suspension on the trading of the securities of the Company without the need to re-comply with chapters 1 and 2 of the Listing Rules on finalising the DOCA.
 - (g) all secured creditors, if any, voting in favour of this Proposal at a meeting of creditors convened for that purpose or otherwise agreeing to be bound by this Proposal.
 - (h) the Syndicate being satisfied that all convertible notes on issue, if any, are simply debt obligations and the holders of such convertible notes being required to prove as creditors in accordance with the terms of the DOCA's and Creditors Trust and no convertible noteholder shall have a right to claim payment against the Company or convert to equity after the termination of the DOCA's.
 - (i) all employee options, if any, being cancelled or consolidated.
 - (j) the receipt of shareholder approval of this offer at a meeting of shareholders which is expected to be held within 10 to 12 weeks from the date of executing the DOCA's, subject to the Deed Administrators having the power to extend the meeting date if the Syndicate makes a request for such an extension. For this purpose, the Syndicate shall prepare the required shareholder meeting materials and will submit these materials to ASX, the ASIC and the Deed Administrators for approval prior to dispatch. The Syndicate shall bear its own costs in relation to the preparation of these meeting materials which sums shall be reimbursed by the Company in the event that the Proposals are approved and the Company is reinstated to trading on the ASX.
 - (k) Settlement of the DOCA's and payment of the Cash Consideration is conditional upon the Syndicate reaching a satisfactory arrangement with both Flexirent Capital and Classic regarding any rights they may have in the Syndicate's sole discretion.

17 During the periods of the DOCA's, a transfer of shares in the Company, any alteration in the status of members or issue of shares shall be void except so far as the Court otherwise orders, or if agreed in writing between the Deed Administrators and the Syndicate.

- 18 The contents of this Proposal are strictly confidential and must not be disclosed to any parties with the exception of the Administrators and their staff and advisers, and in the Administrator's report to creditors, without the Syndicate's prior consent.

 Pager .

Signed for and on behalf of Pager Partners Corporate Advisory Pty Ltd

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SCHEDULE 2 – PRESCRIBED PROVISIONS – SCHEDULE 8A**DEED OF COMPANY ARRANGEMENT - PRESCRIBED PROVISIONS****Administrators Deemed Agent of Company**

1. In exercising the powers conferred by this Deed and carrying out the duties arising under this Deed, the Deed Administrator is taken to act as agents for and on behalf of the Company.

Powers of Administrator

2. For the purpose only of administering this Deed, the Deed Administrator has the following powers:
 - (a) to enter upon or take possession of the property of the Company;
 - (b) to lease or let on hire property of the Company;
 - (c) to grant options over property of the Company on such conditions as the Administrator thinks fit;
 - (d) to insure property of the Company;
 - (e) to repair, renew or enlarge property of the Company;
 - (f) to call in, collect or convert into money the property of the Company;
 - (g) to administer the assets available for the payment of claims of GEG Creditors in accordance with the provisions of this Deed;
 - (h) to purchase, hire, lease or otherwise acquire any property, or interest in property from any person or corporation;
 - (i) to borrow or raise money, whether secured upon any or all of the assets of the Company or unsecured, for any period on such terms as the Administrator thinks fit and whether in substitution for any existing security or otherwise;
 - (j) to bring, prosecute and defend in the name and on behalf of the Company or in the name of the Administrator any action, suits or proceedings;
 - (k) to refer to arbitration any question affecting the Company;
 - (l) to make payments to any secured creditor of the Company and any person who is the owner or lessor of property possessed used or occupied by the Company;
 - (m) to convene and hold meetings of the members or creditors of the Company for any purpose the Administrator thinks fit;
 - (n) to make interim or other distributions of the proceeds of the realisation of the assets available for the payment of claims of creditors as provided in this Deed;
 - (o) to appoint agents to do any business or to attend to any matter of affairs of the Company that the Administrator is unable to do, or that it is unreasonable to expect the Administrator to do in person;
 - (p) to engage or discharge employees on behalf of the Company;
 - (q) to appoint a solicitor, accountant or other professionally qualified person to assist the Administrator;

- (r) to permit any person authorised by the Administrator to operate any account in the name of the Company;
- (s) to sell, call in or convert into money any of the property of the Company, to apply the money in accordance with this Deed and otherwise effectively and properly to carry out his or her duties as Administrator;
- (t) to do all acts and execute in the name and on behalf of the Company all deeds, receipts and other documents, using the Company's common or official seal when necessary;
- (u) subject to the Bankruptcy Act, 1966, to prove in the bankruptcy of any contributory or debtor of the Company or under any deed executed under that Act;
- (v) subject to the Corporations Act, to prove in the winding up of any contributory or debtor of the Company or under any scheme or arrangement entered into, or deed or Company arrangement executed, under the Corporations Act;
- (w) to draw, accept, make or endorse any bill of exchange or promissory note in the name and on behalf of the Company;
- (x) to take out letters of administration of estate of a deceased contributory or debtor, and do any other act necessary for obtaining payment of any money due from a contributory or debtor, or the estate of a contributory or debtor, that cannot be conveniently done in the name of the Company;
- (y) to bring or defend an application for the winding up of the Company;
- (z) to carry on the business of the Company on such terms and conditions and for such purposes and times and in such manner as the Administrator thinks fit subject only to the limitations imposed by this Deed;
- (aa) to sell any or all of the property of the Company including the whole of the business or undertaking of the Company at any time the Administrator thinks fit, either by public auction or by private contract and either for a lump sum payable by instalments or for a sum on account and to obtain a mortgage or encumbrance for the balance or otherwise;
- (ab) to close down the whole or any part of any business of the Company;
- (ac) to enter into and complete any contract for the sale of shares in the Company;
- (ad) to compromise any debts or claims brought by or against the Company on such terms as the Administrators think fit and to take security for the discharge of any debt forming part of the property of the Company;
- (ae) to pay any class of creditors in full, subject to Subdivision D of Division 6 of Part 5.6 of the Corporations Act;
- (af) to do anything that is incidental to exercising a power set out in this clause;
- (ag) to exercise the powers, while Deed Administrator, granted to Administrators by section 442A of the Act.
- (ah) to do anything else that is necessary or convenient for the purpose of administering this Deed.

Meetings

3. Regulations 5.6.12 to 5.6.36A of the Corporations Regulations apply, with such modifications as are necessary, to meetings of creditors or of the committee of inspection held under this Deed as if the references to "the Liquidator", "the Liquidator or Provisional Liquidator", "the Liquidator, Provisional Liquidator or Chairman" or "a Liquidator, Provisional Liquidator or Trustee for debenture holders", as the case may be, were references to the Administrators of this Deed.

SCHEDULE 3 – GO ENERGY GROUP CREDITORS' TRUST DEED

Go Energy Group Creditors' Trust Deed

Go Energy Group Limited (Subject to Deed of Company Arrangement) ACN 084 656 691

and

GoEnergy Pty Limited (Subject to Deed of Company Arrangement) ACN 097 708 104

and

Go Markets Environmental Trading Pty Limited (Subject to Deed of Company Arrangement)
ACN 603 231 714

and

Paul Gerard Weston



www.bridgeslawyers.com.au

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- BETWEEN:** **Go Energy Group Limited ACN 084 656 691 (Subject to Deed of Company Arrangement)** of C/- Pitcher Partners Level 22, MLC Centre, 19 Martin Place Sydney NSW 2000 (**GEG**)
- AND** **GoEnergy Pty Limited (Subject to Deed of Company Arrangement) ACN 097 708 104** of C/- Pitcher Partners Level 22, MLC Centre, 19 Martin Place Sydney NSW 2000 (**GEPL**)
- AND** **Go Markets Environmental Trading Pty Limited (Subject to Deed of Company Arrangement) ACN 603 231 714** of C/- Pitcher Partners Level 22, MLC Centre, 19 Martin Place Sydney NSW 2000 (**GME**)
- AND** **Paul Gerard Weston** of C/- Pitcher Partners Level 22, MLC Centre, 19 Martin Place Sydney NSW 2000 (**the Trustee**)

Recitals

- A. GEG, GEPL and GME have entered into the GEG DOCA, the GEPL DOCA and the GME DOCA, respectively.
- B. Pursuant to the DOCAs, and in order for the Companies to continue in existence without being subject to their respective DOCAs, the DOCAs will terminate on Completion being effected pursuant to the DOCAs.
- C. The DOCAs provides for the establishment of this Trust for the benefit of the Admitted Creditors.
- D. The Companies and the Trustee have agreed to enter into this Deed to comply with, and give effect to, the DOCAs.
- E. The Trustee consents to becoming the Trustee of the Trust on the terms set out in this Deed.

This Deed Witnesses:

1. Definition and Interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Admitted Creditor means any GEG Admitted Creditor, GEPL Admitted Creditor and/or GME Admitted Creditor.

Associate has the meaning given by section 26AAB(14) of the *Income Tax Assessment Act 1997*.

Claim means any GEG Claim, GEPL Claim and/or GME Claim.

Creditor means any GEG Creditor, GEPL Creditor and/or GME Creditor.

Deed means this deed duly executed by the parties.

DOCAs means each of the GEG DOCA, the GEPL DOCA and the GME DOCA.

Companies means each of GEG, GEPL and GME.

Conditions means the GEG Conditions, the GEPL Conditions and the GME Conditions.

Encumber means to grant or create an interest or power:

- (a) reserved in, or over an interest in, any asset including, but not limited to, any retention of title; or
- (b) arising in, or over an interest in, any asset under a bill of sale, mortgage, charge, lien, pledge or other security,

by way of security for the payment of a debt or any other monetary obligation, or the performance of any other obligation, and includes, but is not limited to, any agreement to grant or create an interest or power referred to in sub-paragraphs (a) and (b) above.

GEG DOCA means the deed of company arrangement entered into between GEG, the Trustee (in his capacity as Deed Administrator of the GEG DOCA) and Pager Partners dated on or about the date of this Deed.

GEG Trust Fund means the trust fund created pursuant to clause 4.2 of this Deed.

GEPL DOCA means the deed of company arrangement entered into between GEPL, the Trustee (in his capacity as Deed Administrator of the GEPL DOCA) and Pager Partners dated on or about the date of this Deed.

GEPL Trust Fund means the trust fund created pursuant to clause 4.3 of this Deed.

GME DOCA means the deed of company arrangement entered into between GME, the Trustee (in his capacity as Deed Administrator of the GME DOCA) and Pager Partners dated on or about the date of this Deed.

GME Trust Fund means the trust fund created pursuant to clause 4.4 of this Deed.

Perpetuity Period means the period of eighty (80) years, commencing on the date of execution of this Deed.

Power means any right, power, authority, discretion and remedy available to the Trustee under this Deed, the DOCA or at law.

Trust means the trust created by this Deed.

Trust Funds means each of the GEG Trust Fund, the GEPL Trust Fund and the GME Trust Fund.

Website means www.insolvencynotices.asic.gov.au.

1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect interpretation;
and unless the context indicates a contrary intention:
- (b) words and expressions defined in the DOCAs shall, where used in this Deed, have the same meaning as in the DOCAs; and
- (c) the provisions relating to interpretation contained in clause 1.2 of the GEG DOCA shall apply mutatis mutandis to this Deed as if set out in full herein.

2. Appointment of Trustee

By reason of the DOCAs, and in accordance with the terms of the DOCAs, each Admitted Creditor and GEG, GEPL and GME have appointed the Trustee as trustee of the Trust Funds upon and subject to the terms, covenants and conditions of this Deed.

3. Termination

3.1 The Trusts created by this Deed shall terminate:

- (a) upon distribution of the Trust Funds in accordance with the Trusts contained in this Deed;
- (b) the last day of the Perpetuity Period; or
- (c) as the Court so orders,

whichever occurs earlier.

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

4. Creation and declaration of Trust

4.1 Creation of Trust

- (a) GEG must, upon execution of this Deed, pay the Settled Sum to the Trustee.
- (b) The Trust is created as soon as the Settled Sum is received by the Trustee.

4.2 Declaration of GEG Trust

The Trustee acknowledges and declares that:

- (a) the Settled Sum;
- (b) the benefits of the covenants made in the Trustee's favour in the GEG DOCA (including any monies pursuant to clause 4.6 of the GEG DOCA) and in this Deed;
- (c) the GEG Pager Partners Payment;

- (d) the assets or amounts transferred to the Trustee pursuant to clause 6.3 and/or clause 6.5 of the GEG DOCA (which for the avoidance of doubt does not include the Go Energy Group Business (as defined in the GEG DOCA));
- (e) the GEG Deed Fund (as then comprised) transferred to the Trustee pursuant to clause 6.3 and/or clause 6.5 of the GEG DOCA; and
- (f) any income accruing on the assets of the GEG Fund,

are, or will be held on trust by the Trustee for the Trustee and the GEG Admitted Creditors upon and subject to the terms and conditions of this Deed.

4.3 Declaration of GEPL Trust

The Trustee acknowledges and declares that:

- (a) the benefits of the covenants made in the Trustee's favour in the GEPL DOCA (including any monies pursuant to clause 4.6 of the GEPL DOCA) and in this Deed;
- (b) the GEPL Pager Partners Payment;
- (c) the assets or amounts transferred to the Trustee pursuant to clause 6.3 and/or clause 6.5 of the GEPL DOCA (which for the avoidance of doubt does not include the Go Energy Group Business (as defined in the GEPL DOCA));
- (d) the GEPL Deed Fund (as then comprised) transferred to the Trustee pursuant to clause 6.3 and/or clause 6.5 of the GEPL DOCA; and
- (e) any income accruing on the assets of the GEPL Fund,

are, or will be held on trust by the Trustee for the Trustee and the GEPL Admitted Creditors upon and subject to the terms and conditions of this Deed.

4.4 Declaration of GME Trust

The Trustee acknowledges and declares that:

- (a) the benefits of the covenants made in the Trustee's favour in the GME DOCA (including any monies pursuant to clause 4.6 of the GME DOCA) and in this Deed;
- (b) the GME Pager Partners Payment (as defined in the GME DOCA);
- (c) the assets or amounts transferred to the Trustee pursuant to clause 6.3 and/or clause 6.5 of the GME DOCA (which for the avoidance of doubt does not include the Go Energy Group Business (as defined in the GME DOCA));
- (d) the GME Deed Fund (as then comprised) transferred to the Trustee pursuant to clause 6.3 and/or clause 6.5 of the GME DOCA; and
- (e) any income accruing on the assets of the GME Fund,

are, or will be held on trust by the Trustee for the Trustee and the GME Admitted Creditors upon and subject to the terms and conditions of this Deed.

5. Distribution

- 5.1** Subject to clause 5.2, the Trustee shall distribute the GEG Trust Fund in the following order of priority:
- (a) first, the GEG Administrator's Disbursements and GEG Administrator's Trading Expenses (to the extent not paid);
 - (b) second, the GEG Administrator's Costs (to the extent not paid);
 - (c) third, the GEG Trustee's Disbursements and the GEG Trustee's Remuneration;
 - (d) fourth, GEG Priority Creditors pro rata for their GEG Admitted Claims;
 - (e) fifth, by distribution of any balance to be distributed pro rata to the GEG Admitted Creditors of GEG; and
 - (f) any balance, if any, to be paid to GEG.
- 5.2** The Trustee may, at his discretion, make interim distributions from the GEG Trust Fund.
- 5.3** Subject to clause 5.4, the Trustee shall distribute the GEPL Trust Fund in the following order of priority:
- (a) first, the GEPL Administrator's Disbursements and GEPL Administrator's Trading Expenses (to the extent not paid);
 - (b) second, the GEPL Administrator's Costs (to the extent not paid);
 - (c) third, the GEPL Trustee's Disbursements and the GEPL Trustee's Remuneration;
 - (d) fourth, GEPL Priority Creditors pro rata for their GEPL Admitted Claims;
 - (e) fifth, by distribution of any balance to be distributed pro rata to the GEPL Admitted Creditors of GEPL; and
 - (f) any balance, if any, to be paid to GEPL.
- 5.4** The Trustee may, at his discretion, make interim distributions from the GEPL Trust Fund.
- 5.5** Subject to clause 5.6, the Trustee shall distribute the GME Trust in the following order of priority:
- (a) first, the GME Administrator's Disbursements and GME Administrator's Trading Expenses (to the extent not paid);
 - (b) second, the GME Administrator's Costs (to the extent not paid);
 - (c) third, the GME Trustee's Disbursements and the GME Trustee's Remuneration;
 - (d) fourth, GME Priority Creditors pro rata for their GME Admitted Claims;

- (e) fifth, by distribution of any balance to be distributed pro rata to the GME Admitted Creditors of GEG; and
- (f) any balance, if any, to be paid to GME.

5.6 The Trustee may, at his discretion, make interim distributions from the GME Trust Fund.

6. Unclaimed Moneys

Any unclaimed moneys shall be dealt with by the Trustee in accordance with section 544 of the Act as if references in that section to the liquidator were references to the Trustee.

7. Nature of Trustee's Powers

7.1 General

- (a) In dealing with the Trust Funds, the Trustee shall have every Power as if he were the legal and beneficial owner of the Trust Funds, and may also exercise any power in respect of the property comprising the Trust Funds and the Trustee's functions under this deed as the Administrator is or was entitled to exercise under the terms of the DOCAs.
- (b) Without limiting the Powers, for the purposes of administering the Trusts, the Trustee shall have the power to:
 - (i) administer the Trust Funds in accordance with the provisions set out in this deed;
 - (ii) sell, transfer, realise or otherwise dispose of the assets of the Trusts;
 - (iii) fulfil the Trustee's obligations under this Deed;
 - (iv) admit Claims to proof in accordance with the provisions this Deed;
 - (v) enforce compliance with the terms of this Deed;
 - (vi) compromise any Claim on such terms as the Trustee considers fit;
 - (vii) perfect title in any assets of the Trust Funds;
 - (viii) at any time, call meetings of the Admitted Creditors for the purpose of considering the variation or termination of this deed, in accordance with the provisions of this Deed;
 - (ix) determine Admitted Claims and to then pay dividends in accordance with the terms of this Deed;
 - (x) bring, prosecute and defend any claim, action, suit or proceedings, which power includes the power to bring and defend any claim, counter claim, set off, action, suit or proceeding in his own names, to enforce any right, claim or cause of action that forms part of the Trust Funds;

- (xi) issue or accept service of any writ, summons or other legal process and to appear or be represented in any court and before all wardens, magistrates or judicial or other officers as they shall think fit and to commence or defend and conduct any action or other proceedings in any court of justice in relation to the Trust and any claim, proceeding or action forming part of the Trust and to prosecute, discontinue, compromise, stay, terminate or abandon that proceeding or action as they think fit;
 - (xii) appoint any solicitor and counsel to prosecute or defend in those proceedings as occasion may require;
 - (xiii) take any other lawful ways and means for the recovering or getting in any of the Trust Funds or available property intended under the terms of the DOCAs to be transferred to the Trustee and form part of and vest in the Trust Funds;
 - (xiv) convene and hold meetings of the Admitted Creditors of the Trust for any purpose as the Trustee considers fit (including, for the purpose of advising and assisting the Trustee);
 - (xv) permit any person authorised by the Trustee to operate any account in the name of the Trust;
 - (xvi) 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 Trust;
 - (xvii) bring or defend an application for the vesting or winding up of the Trust;
 - (xviii) report to the Admitted Creditors from time to time;
 - (xix) provision for and set aside a sum or sums equal to an amount which the Trustee reasonably anticipate may be payable in respect of any tax, including income tax, capital gains tax, or GST;
 - (xx) seek any order or make any application to a Court for the purposes of determining a beneficiary's entitlement under this Deed; and
 - (xxi) do anything else that is necessary or convenient for administering the Trust.
- (c) The Trustee has, with respect to the property comprising the Trust Funds, all of the powers set out in paragraph 2 of the Prescribed Provisions, with all modifications as are necessary to give effect to this deed as if:
- (i) the Trust were a company subject to a deed of company arrangement; and
 - (ii) the Trustee were the deed administrator of that deed of company arrangement.

- (d) Where, by any other provision of this Deed, any specific Power is expressed to be conferred upon the Trustee, the conferring of such a Power shall not be construed in any way which will limit the Powers conferred by clause 7.1(a) of this Deed, but shall be construed in light of the parties' intention to remove any doubt that the express Power is included among the Powers which may be exercised by the Trustee in relation to the Trust Funds or any business which may be conducted by the Trustee.
- (e) The Trustee shall not be required to assign any reason for the exercise of, or failure to exercise, any Power.
- (f) Every exercise of a Power shall be binding on each Admitted Creditor.

7.2 Interpretation of Powers

- (a) Subject always to any express provision to the contrary contained in this Deed, every Power vested in the Trustee shall be exercisable at the Trustee's absolute and unfettered discretion.
- (b) Each Power shall be construed to its full extent and no one Power shall limit the generality of any other Power.
- (c) The Trustee shall, in his absolute discretion, have the power to do anything the Trustee considers is incidental to any Power.
- (d) All Powers and dispositions made by, or pursuant to, this Deed which, but for this sub-clause 7.2(d), would or might vest, take effect or be exercisable after the expiration of the Perpetuity Period shall vest, take effect and be exercisable (as the case may be) only until the last day of the Perpetuity Period.

7.3 Use of Trust Funds

- (a) The Trustee may use the GEG Trust Funds for any purpose he considers will benefit the GEG Trust or the GEG Admitted Creditors in accordance with provisions of the GEG DOCA and of this Deed.
- (b) The Trustee may use the GEPL Trust Funds for any purpose he considers will benefit the GEPL Trust or the GEPL Admitted Creditors in accordance with provisions of the GEPL DOCA and of this Deed.
- (c) The Trustee may use the GME Trust Funds for any purpose he considers will benefit the GME Trust or the GME Admitted Creditors in accordance with provisions of the GME DOCA and of this Deed.

7.4 Trustee may vary Deed

- (a) Subject to sub-clauses 7.4(b) and (c) below, the Trustee may, by deed or by resolution and with the consent of the majority of the Admitted Creditors given at a meeting convened pursuant to clause 21 of this Deed, vary the provisions of this Deed.
- (b) Despite any other provision of this Deed, the Trustee may not amend this Deed to lessen the Trustee's liabilities or obligations under this Deed or at law including, but not limited to, lessening his liabilities in respect of any fraud, wilful default, negligence or breach of trust by the Trustee.
- (c) The Trust will determine if a Court so orders or the Admitted Creditors pass a resolution terminating the Trust at a duly convened meeting.

7.5 No Merger

- (a) Without derogating from the Powers, nothing in this Deed shall require or cause the Trustee to join the Trust Funds with any other trust fund whatsoever so as to cause any two (2) or more trust funds to become one (1) trust fund.
- (b) The Trustee shall keep the Trust Funds entirely separate and distinct from any other trust fund.

7.6 Relevant Legislation

Subject to the express provisions of this Deed, the Trustee may exercise, in relation to the Trust Funds, every right, power, authority, discretion and remedy given to a trustee by the laws of New South Wales.

7.7 Release and Revocation of Powers

- (a) Unless a Power is, by the terms of this Deed, required to be irrevocable, the Trustee may release or revoke any Power conferred upon them by this Deed.
- (b) Upon the exercise of any release or revocation pursuant to sub-clause 7.7(a) above, the Power released or revoked shall be absolutely and irrevocably determined.

8. Power to deal with Property

8.1 General

- (a) The Trustee may acquire, purchase, sell, transfer, dispose of, lease, improve, Encumber, subdivide, partition, hire, licence, exchange, develop, grant leases and licences, and enter into any other agreement or dealing, including the surrender or termination of any dealing, in relation to any property forming, or which is to form, part of the Trust Fund, to or from (as the case may be) any person and on any terms the Trustee think fit.
- (b) The Trustee may repair, renovate, demolish, build, or alter any improvement to, any property forming, or which is to form, part of the Trust Funds.
- (c) The Trustee may determine any rental to be paid for the use of any property forming, or which is to form, part of the Trust Funds.

- (d) The Trustee may exercise all Powers and perform all obligations in relation to any property forming, or which is to form, part of the Trust Fund.

8.2 Conveyance of Property

The Trustee may accept a conveyance or transfer of any property as part of the Trust Funds, including shares, stocks, debentures, debenture stock, annuities, bonds, obligations or other securities of whatever nature that may at any time be transferred to him.

8.3 Enter into Possession

The Trustee may enter into possession of and manage any property forming part of the Trust Funds and may collect the revenue or income from or interest on the Trust Funds and exercise any rights or powers to any part of the Trust Funds.

9. Power to Invest

9.1 General

- (a) The Trustee may invest the Trust Funds in any manner, on any terms, and in any assets in any country as the Trustee, in his absolute discretion, think fit.
- (b) The Trustee may exercise all Powers and obligations in relation to any investment forming part of the Trust Funds including, but not limited to:
 - (i) becoming a director of, or holding any other office or place of profit in, any corporation in which assets of the Trust Funds are invested;
 - (ii) attending and voting on any matter at meetings;
 - (iii) appointing proxies for any meetings;
 - (iv) paying calls under any contract;
 - (v) paying for the purchase of an investment from future monies which the Trustee may be entitled to in respect of that investment, including dividends, profits, interest, royalties or other income; and
 - (vi) dealing with shares, debentures or securities of any company whether or not they have deferred, restricted, qualified or special rights.

9.2 Vary Investments

The Trustee may:

- (a) exchange an investment forming part of the Trust Funds for any other investment authorised under this Deed;
- (b) vary the terms of any investment forming part of the Trust Funds or the security given for that investment; and
- (c) surrender any investment forming part of the Trust Funds.

9.3 Investments not Authorised by Law

The Trustee may invest the Trust Funds in any investment whether or not that investment is authorised as an investment in which a trustee may invest under the laws of the State of New South Wales or the law of any other place where the investment is to be made.

10. Powers relating to Business and Financial Transactions

10.1 Power to Carry on Business

- (a) The Trustee may use the income or capital of the Trust Funds to commence, carry on or discontinue anywhere in the world any trade or business, either as a sole trader or in partnership with any person including any Admitted Creditor.
- (b) The Trustee may engage any managers or other employees (including an Admitted Creditor) in any trade or business.
- (c) The Trustee may enter into any arrangement for sharing profits, co-operation, joint venture or reciprocal concessions.
- (d) The Trustee may incur obligations and pay for any benefit or advantage in respect of employees or former employees, or dependants of employees or former employees, of any business which the Trustee (or any prior trustee of the Trust Funds) carry on, or have carried on, in relation to the Trust Funds.
- (e) The Trustee may establish, promote or acquire any corporation or join in the establishment, promotion or acquisition of any corporation.
- (f) The Trustee may sell or transfer any property of the Trust Funds to a corporation and all shares, bonds, debentures, debenture stock and monies received as consideration for the sale and transfer shall form part of the Trust Fund.
- (g) The Trustee may act in relation to any trade or business as if the Trustee were beneficially entitled to it.

10.2 Meet Debts

- (a) The Trustee may set aside an amount out of the GEG Trust Fund which, in the Trustee's opinion, is sufficient to meet any debt or obligation of the Trustee incurred as a consequence of the Trustee acting as Trustee of the GEG Trust Fund.
- (b) The Trustee may set aside an amount out of the GEPL Trust Fund which, in the Trustee's opinion, is sufficient to meet any debt or obligation of the Trustee incurred as a consequence of the Trustee acting as Trustee of the GEPL Trust Fund.
- (c) The Trustee may set aside an amount out of the GME Trust Fund which, in the Trustee's opinion, is sufficient to meet any debt or obligation of the Trustee incurred as a consequence of the Trustee acting as Trustee of the GME Trust Fund.

10.3 Operate Bank Accounts and Other Acts

- (a) The Trustee may open and operate a bank account in any country.
- (b) The Trustee may do all acts and sign, draw, endorse or execute in the name and on behalf of the relevant Trust in a manner determined by the Trustee:
 - (i) any cheque or other negotiable or transferable instrument;
 - (ii) a receipt for any money paid to the Trustee;
 - (iii) all deeds, agreements and other documents; and
 - (iv) any bill of exchange or promissory note in the name of or on behalf of the relevant Trust.

10.4 Lend

The Trustee may lend money to any person including an Admitted Creditor:

- (a) with or without interest;
- (b) with or without security; and
- (c) repayable on any terms the Trustee thinks fit.

10.5 Commercial Dealings

The Trustee may make, draw, accept, endorse, discount, sell, purchase, execute, issue, negotiate and otherwise deal with any promissory note, bill of exchange, commercial bill, bill of lading, warrant, debenture, certificate of deposit or other transferable document or financial instrument for any purpose the Trustee thinks fit.

10.6 Powers to Enforce and Settle

- (a) The Trustee may:
 - (i) make any claim or demand, or take any other action, on behalf of the Trust;
 - (ii) refer any dispute affecting the assets of the Trust; and
 - (iii) settle on any terms any matter which arises in relation to the Trust.
- (b) If the Trustee settles any matter under sub-clause 10.6(a)(iii), the settlement shall be binding on all persons interested in the Trust Fund notwithstanding that they may not yet be in existence or may be under a legal disability.

11. Insurance Policies

- (a) Subject to clause 11(b), the Trustee may insure any asset or investment of the Trust against any risk including, but not limited to, public liability, loss of income and loss of rent.
- (b) The Trustee may not insure any asset or investment of the Trust for more than its insurable value or liability.
- (c) The Trustee shall not be in breach sub-clause 11(b) if:

- (i) the Trustee has inadvertently over-insured an asset or investment of the Trust; or
 - (ii) the amount of the over-insurance is insignificant in the circumstances.
- (d) The Trustee may pay from the GEG Trust Fund the premiums of any policy of insurance taken out pursuant to clause 11(b) which relates to any asset of the GEG Trust Fund.
- (e) The Trustee may pay from the GEPL Trust Fund the premiums of any policy of insurance taken out pursuant to clause 11(b) which relates to any asset of the GEPL Trust Fund.
- (f) The Trustee may pay from the GME Trust Fund the premiums of any policy of insurance taken out pursuant to clause 11(b) which relates to any asset of the GME Trust Fund.

12. Agency, Employment and Delegation

12.1 Power to Appoint and Employ

The Trustee may appoint an agent, employ any person, engage any consultant or any other person, to do anything required or permitted in relation to the Trust or the exercise of any Power.

12.2 Delegation of Powers

- (a) The Trustee may:
- (i) subject to any restrictions he thinks fit, delegate any of the Powers; and
 - (ii) revoke any delegation of Power pursuant to sub-clause 12.2(a)(i).
- (b) The Trustee shall not be liable for any loss arising under sub-clause 12.2(a).
- (c) The Trustee may execute any document to give effect to the clause 12.2.
- (d) A person who deals with a delegate of the Trustee shall not be required to verify that the delegation is in force or that the Trustee who made the delegation are alive or in existence.

12.3 Taking of Legal Advice

- (a) The Trustee may take and act upon the verbal or written advice or opinion of any legal practitioner practising in any country where any part of the Trust Funds is situated in relation to any matter which affects the Trust Funds or the Trustee in his capacity as trustee of the Trust.
- (b) The Trustee shall not be liable to any Admitted Creditor in respect of any act done, or omitted to be done, by the Trustee in accordance with an opinion obtained under this clause.
- (c) Nothing in this clause shall prevent the Trustee or any Admitted Creditor from applying to any Court if they think fit.

13. Protection of Trustee

13.1 Limited Liability

The Trustee is not liable for:

- (a) any loss or damage occurring because the Trustee exercised, did not exercise, or proposed to exercise, any trust or Power;
- (b) any loss or damage occurring because the Trustee acted, or did not act, on advice or information obtained from any expert or professional;
- (c) any loss to the Trust Funds or any other person arising because the Trustee made an improper investment;
- (d) the negligence or fraud of any agent, delegate, custodian, nominee, employee or consultant engaged, employed or appointed by the Trustee or any prior trustee of the Trust Funds;
- (e) a mistake or omission made by the Trustee or any prior trustee of the Trust Funds;
- (f) failing to do anything in respect of the Trust which is prohibited by any applicable law;
- (g) doing anything in respect of the Trust which the Trustee is required to do by any applicable law; and
- (h) any loss arising out of the carrying on of any trade or business,

in the absence of wilful default, fraud, gross negligence or breach of trust.

13.2 Trustee's Indemnity

- (a) The Trustee and the Administrator are entitled to be indemnified out of the GEG Trust Fund in respect of:
 - (i) his remuneration, costs, fees and expenses (including, for the avoidance of doubt, legal costs on a full indemnity basis) payable pursuant to this Deed and/or the GEG DOCA; and
 - (ii) all actions, suits, proceedings, accounts, claims and demands arising out of the voluntary administration of GEG, the GEG DOCA or this Deed which may be commenced, incurred by or made on the Administrator (whether in his capacity as Administrator) or the Trustee by any person and against all costs, charges and expenses incurred by the Administrator in respect thereof provided the Administrator or Trustee has not acted dishonestly, in breach of fiduciary duty or in breach of trust; and
 - (iii) any reasonable debt or other obligation incurred by the Trustee in his capacity as trustee of the GEG Trust Fund, including the GEG Trustee's Disbursements and the GEG Trustee's Remuneration;

- (b) The Trustee and the Administrator are entitled to be indemnified out of the GEPL Trust Fund in respect of:
 - (i) his remuneration, costs, fees and expenses (including, for the avoidance of doubt, legal costs on a full indemnity basis) payable pursuant to this Deed and/or the GEPL DOCA;
 - (ii) all actions, suits, proceedings, accounts, claims and demands arising out of the voluntary administration of GEPL, the GEPL DOCA or this Deed which may be commenced, incurred by or made on the Administrator (whether in his capacity as Administrator) or the Trustee by any person and against all costs, charges and expenses incurred by the Administrator in respect thereof provided the Administrator or Trustee has not acted dishonestly, in breach of fiduciary duty or in breach of trust; and
 - (iii) any reasonable debt or other obligation incurred by the Trustee in his capacity as trustee of the GEPL Trust Fund, including the GEPL Trustee's Disbursements and the GEPL Trustee's Remuneration;

- (c) The Trustee and the Administrator are entitled to be indemnified out of the GME Trust Fund in respect of:
 - (i) his remuneration, costs, fees and expenses (including, for the avoidance of doubt, legal costs on a full indemnity basis) payable pursuant to this Deed and/or the GME DOCA; and
 - (ii) all actions, suits, proceedings, accounts, claims and demands arising out of the voluntary administration of GME, the GME DOCA or this Deed which may be commenced, incurred by or made on the Administrator (whether in his capacity as Administrator) or the Trustee by any person and against all costs, charges and expenses incurred by the Administrator in respect thereof provided the Administrator or Trustee has not acted dishonestly, in breach of fiduciary duty or in breach of trust; and
 - (iii) any reasonable debt or other obligation incurred by the Trustee in his capacity as trustee of the GME Trust Fund, including the GME Trustee's Disbursements and the GME Trustee's Remuneration.

13.3 Lien

- (a) To secure the rights or indemnity under clause 13.2(a), the Trustee has a lien over the GEG Trust Fund.
- (b) To secure the rights or indemnity under clause 13.2(b), the Trustee has a lien over the GEPL Trust Fund.
- (c) To secure the rights or indemnity under clause 13.2(c), the Trustee has a lien over the GEM Trust Fund.

13.4 Priority

The Administrator's and Trustee's right of indemnity and the Administrator's and Trustee's lien under clause 13.3 has priority over the Claims of all Creditors.

13.5 Continuing indemnity

The indemnity under clause 13.2 will be without limitation as to time and will operate notwithstanding the removal of the Administrator or the Trustee and the appointment of a new Administrator or a new Trustee or the termination of the DOCAs or this deed for any reason whatsoever.

13.6 Limited Recourse

The recourse of a creditor or other person claiming against the Trustee in his capacity as trustee of the Trust shall be limited to the Trust Funds.

13.7 Not acting personally

In entering into this deed, the Administrator is acting as agent of GEG, GEPL and GEM, and the Administrator and Trustee is not contracting personally.

13.8 Personal liability

Subject to the Act, and to the extent permitted by law, in the performance of the Administrator's and Trustee's functions and duties and the exercise of the Administrator's and Trustee's powers under this deed and in taking any step or failing to take any step relating in any way to this deed, the Administrator and Trustee will not be personally liable for any debt, liability or other obligation or for any loss or damage caused by any act or omission of GEG, GEPL and/or GEM, the Administrator or the Trustee.

13.9 This clause

For purposes of this clause, any acknowledgements or agreements as to, or provisions of, limitations of the Administrator's and Trustee's liability, references to the Administrator and Trustee where the context so permits shall mean and include his present and future firm or firms, officers, partners, directors, managers and employees, and successor or merger firm or partnership and the shareholders, officers, partners, directors, managers and employees of any such entity or partnership.

13.10 Reliance on Advice

Where the Trustee acts in reliance upon the advice of any solicitor and counsel instructed on behalf of the Trustee obtained in relation to the interpretation of the provisions of this deed or any document or statute or any matter concerning the administration of the Trusts, the Trustee is not liable to any person in respect of any act done or omitted to be done by the Trustee in accordance with the advice.

13.11 Remuneration of Trustee

Subject to Creditors' passing a resolution as to the Trustee's remuneration and reimbursements of the Trustee, the Trustee is to be:

- (a) remunerated from the GEG Trust Fund by payment of the GEG Trustee's Remuneration and the GEG Administrator's Costs;

- (b) reimbursed from the GEG Trust Fund in respect of the GEG Trustee's Disbursements (and to the extent they remain unpaid, the GEG Administrator's Trading Expenses and the GEG Administrator's Disbursements) and, without limitation, any stamp duty payable in respect of this Deed;
- (c) remunerated from the GEPL Trust Fund by payment of the GEPL Trustee's Remuneration and the GEPL Administrator's Costs;
- (d) reimbursed from the GEPL Trust Fund in respect of the GEPL Trustee's Disbursements (and to the extent they remain unpaid, the GEPL Administrator's Trading Expenses and the GEPL Administrator's Disbursements) and, without limitation, any stamp duty payable in respect of this Deed;
- (e) remunerated from the GME Trust Fund by payment of the GME Trustee's Remuneration and the GME Administrator's Costs; and
- (f) reimbursed from the GME Trust Fund in respect of the GME Trustee's Disbursements (and to the extent they remain unpaid, the GME Administrator's Trading Expenses and the GME Administrator's Disbursements) and, without limitation, any stamp duty payable in respect of this Deed.

14. Other Interests

14.1 Other Interests of Trustee

The Trustee may continue to act as trustee of the Trust and exercise any Power even though the Trustee or any of his Associates:

- (a) are a director, employee, shareholder or professional adviser of a company in which the Trust Funds are invested;
- (b) are in a fiduciary relationship to a company or trust in which the Trust Funds are invested;
- (c) deal with a company or trust in which the Trust Funds are invested; or
- (d) have an interest in a company, trust, property or other investment in which the Trust Funds are invested.

14.2 Conflicts

All powers and discretions of the Trustee may be exercised notwithstanding that any person being a partner, employee or related party of the Trustee is a beneficiary or may have been a beneficiary or has a direct, indirect or personal interest (in whatever capacity) in the manner of, or as a result of exercising such power or discretion or may benefit directly or indirectly as a result of any such power or discretion.

15. Adjudication of Claims

15.1 The Trustee shall consider any Claim by a Creditor for the purposes of deciding whether to admit those Claims for the purposes of a distribution under this Deed.

15.2 The Trustee may, in his absolute discretion, but subject to clause 21.3:

- (a) admit Claims; and
- (b) pay a distribution upon any Admitted Claim in accordance with the provisions of this Deed.

15.3 The provisions of the Prescribed Provisions shall apply to the admission and adjudication of Claims under this Deed as if the reference to Administrator in the Prescribed Provisions were references to the Trustee and with such other modifications as are necessary to give effect to this Deed.

15.4 A Creditor shall be taken for all purposes to have abandoned all Claims and all other entitlements (if any) to a distribution from the Trust Funds:

- (a) which are not the subject of either an Admitted Claim or a proof lodged with the Trustee in the form required by the Trustee pursuant to this Deed prior to the declaration of a final dividend from the Trust Funds; or
- (b) which have been rejected by the Trustee and which are not the subject of any appeal or application to the Court within 21 days after the date of notification of the rejection to the relevant Creditors' Claim.

16. Scope of Arrangement

16.1 Creditors Bound

This Deed binds all Creditors.

16.2 Adjudication of Claims

Claims under this Deed shall be adjudicated and determined in accordance with the following procedures:

- (a) **(Proof of Debt):** Promptly after the Completion Date, the Trustee shall give written notice to each of those persons who appear from the records of the Company to be Creditors inviting each within 14 days (or such other period as is determined by the Trustee) to submit to the Trustee a Proof of Debt in respect of the Creditor's Claim specifying in detail the nature and amount of the Creditor's Claim.
- (b) **(Admitted Creditors):** The Trustee shall adjudicate upon all Claims and:
 - (i) in any case where he determines to reject (in whole or in part) the amount claimed by a Creditor in that Creditor's Proof of Debt, the Trustee shall give written notice of his determination to the Creditor at the address shown on the Creditor's Proof of Debt;
 - (ii) shall settle a list of Admitted Creditors who shall each be admitted for such sum as upon an account fairly stated (after allowing for the amount of any debt or set-off owing by the Admitted Creditor to the Company) appears to be the balance due to the Admitted Creditor, a just estimate having been made by the Trustee in respect of any Claims which:
 - (I) are subject to any contingencies;
 - (II) sound only in damages; or

for some other reason, do not bear a certain value;
and

(iii) Subject to clause 16.2(b)(iv), where there have been mutual credits, mutual debts or other mutual dealings between:

- (A) GEG and an Admitted GEG Creditor;
- (B) GEPL and an Admitted GEPL Creditor; and
- (C) GEM and an Admitted GEM Creditor:

then:

- (D) an account must be taken of what is due from the one party to the other in respect of those mutual dealings;
- (E) the sum due from one party is to be set off against any sum due from the other party;
- (F) only the balance of the account (if any) in favour of the Admitted GEG Creditor, Admitted GEPL Creditor and Admitted GEM Creditor as against GEG, GEPL or GEM is to be admissible to proof pursuant to this deed.

(iv) An Admitted Creditor is not entitled under clause 16.2(b)(iii) 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.

(v) notwithstanding the provisions of sub-clause 16.2(b)(ii), the Trustee may compromise the Claim of any Creditor in such manner as they, in his absolute and unfettered discretion, think fit, whereupon they shall enter the name of such Creditor and the amount of that Creditor's Claim upon the list of Admitted Creditors in the manner aforesaid.

- (c) **(Advertisement):** Prior to the distribution of any monies to Admitted Creditors in accordance with the provisions of this Deed, the Trustee shall place a notice on the Website to the effect that any person claiming to be a Creditor may within 14 days (or such other period as is determined by the Trustee) from the date of publication of that notice submit a claim to the Trustee by way of proof of debt specifying in detail the nature and amount of the claim against the Company as at the Commencement Date.
- (d) **(Proof of Claims):** Except where inconsistent with the provisions of this clause 16.2, Regulations 5.6.11A, 5.6.37, 5.6.39 to 5.6.43 (inclusive), 5.6.44 to 5.6.52 (inclusive) and 5.6.55 to 5.6.65 (inclusive), 5.6.67 to 5.6.70 (inclusive) and 5.6.70A of the Corporations Regulations shall apply to Claims under this Deed as if references to the liquidator were references to the Trustee and with such other modifications as are necessary to give effect to this Deed.
- (e) **(Act):** Subdivisions A, B, C, D and E of Division 6 of Part 5.6 of the Act (except sections 554(A)(3) to 554 (A)(8) and 556 other than to the extent expressly incorporated) apply to the admission of Claims under this Deed as if the reference to liquidator were references to the Trustee and references to winding up were references to this Deed and with such other modifications as are necessary to give effect to this Deed.

- (f) **(Rejection of Claim):** Where the Trustee proposes to reject a Claim (whether in whole or in part) the Trustee shall send a notice to the Claimant under Section 63(8) of the *Trustee Act 1925* (NSW) informing the relevant Creditor of the rejection and giving that party 21 days within which to make an application to the Court under section 63(10) of the *Trustees Act 1925* (NSW) to determine the questions relating to the Claim.
- (g) **(Dispute)** Where there is a dispute concerning the determination of a Claim, the Trustee may:
- (i) delay payment of the dividends to Creditors for a period necessary for the adjudication, determination or negotiation of the dispute to facilitate payment of dividends to creditors; or
 - (ii) set aside from the Trust Funds an amount sufficient to pay any disputed Claims in full and the anticipated costs and expenses for the adjudication, determination and/or negotiation of the dispute, to facilitate payment of dividends to Creditors without delay.
- (h) **(Extinguishment)** On payment of the final dividend (if any) to the Admitted Creditors from the Trust Fund:
- (i) all Claims against the Trust Fund are extinguished; and
 - (ii) each creditor will, if called upon to do so, execute and deliver to the Trustee such forms or release of any such claim as the Trustee requires.
- (i) **(Bar)** The Trustee and the Company may plead this deed in bar to any Claim.

17. Register

17.1 Obligation to Maintain

The Trustee shall maintain in Sydney, New South Wales, or elsewhere as the Trustee shall determine, an up-to-date register and shall enter in the register in respect of each Admitted Creditor:

- (a) the Admitted Creditor's name and address;
- (b) details of each Admitted Claim including the balance after payment of each distribution under this Deed; and
- (c) distributions made to each Admitted Creditor pursuant to this Deed.

17.2 Register Conclusive

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

18. Instructions from Admitted Creditors

In the exercise of the Trustee's Powers, the Trustee:

- (a) may, if they think fit, seek instructions from the Admitted Creditors; and
 - (b) shall act in accordance with the instructions of the Admitted Creditors delivered at a meeting convened in accordance with clause 21, which instructions can only be in compliance with this Deed or the DOCA.
-

19. No Instructions

19.1 In the absence of instructions received by the Trustee from the Admitted Creditors at a meeting convened in accordance with clause 21, and except as otherwise provided in this Deed, the Trustee may take such action that they determine to be in the best interests of the Admitted Creditors.

19.2 Actions Binding

An action taken by the Trustee in accordance with clause 19.1 is binding on each Admitted Creditor.

20. Trustee may Resign

The Trustee may resign at any time by giving not less than 30 days' prior notice to the Admitted Creditors in which event Trustees shall assign to a replacement trustee(s) nominated by the Admitted Creditors at a meeting convened pursuant to clause 21 the Trustees' rights under this Deed.

21. Meetings of Admitted Creditors

21.1 Procedure

Except as expressly set out in this clause 21, the procedure for the calling and holding of meetings of the Admitted Creditors shall be determined by the Trustee so as to conform, as nearly as is reasonably practicable, with the procedure as if the Trustee was the administrator of the Company subject to the DOCA.

21.2 Calling of Meetings

A meeting of the Admitted Creditors may be convened at any time by:

- (a) the Trustee; or
- (b) the Admitted Creditors with twenty-five (25) per cent in number and value of the total number and value of all of the Admitted Claims,

by giving not less than ten (10) Business Days' notice to the Trustee and each Admitted Creditor.

21.3 Distribution

Once the Trust Funds have been distributed in full, the Admitted Creditors shall have no further rights to convene a Meeting pursuant to this clause or to give any directions to the Trustee and the Admitted Creditors release the Trustee from any Claim in relation to the DOCA, the Trust and the Trust Funds.

22. Name of Trust

The name of the trust constituted by this Deed shall be the Go Energy Group Creditors' Trust.

23. Notices

Any notice or other communication which must be given or served under, or in connection with, this Deed:

- (a) must be in writing in order to be valid;
- (b) is sufficient if executed by the party giving or serving the notice or on its behalf by any attorney, director, secretary, other duly authorised officer or solicitor of such party;
- (c) shall be deemed to have been duly given or served in relation to a party if it is delivered or posted by pre-paid post to the party's address given for that person in this Deed or as specified in the register established under clause 17 (or to such other address as is notified in writing by that party to the other party from time to time); and
- (d) shall be deemed to be given or served:
 - (i) (in the case of pre-paid post) on the second Business Day after the date of posting; and
 - (ii) (in the case of delivery by hand) on delivery.

24. Superannuation Claims

- (a) The Trustee must determine that the whole of a debt by way of a Superannuation Contribution is not an Admitted Claim if:
 - (i) a debt by way of a Superannuation Guarantee Charge has been paid or is, or is to be, an Admitted Claim; and
 - (ii) the Trustee is satisfied that the Superannuation Guarantee Charge is attributable to the whole of the first mentioned debt.
- (b) The Trustee must determine that a particular part of a debt by way of a Superannuation Contribution is not an Admitted Claim if:
 - (i) a debt by way of a Superannuation Guarantee Charge has been paid or is, or is to be, an Admitted Claim; and
 - (ii) the Trustee is satisfied that the Superannuation Guarantee Charge is attributable to that part of the first mentioned debt.

25. General

25.1 Governing Law

This Deed is governed by, and shall be construed in accordance with, the laws of the State of New South Wales.

25.2 Jurisdiction

- (a) Each party irrevocably submits to, and accepts generally and unconditionally, the non-exclusive jurisdiction of the courts of New South Wales with respect to any legal action or proceedings which may be brought at any time relating in any way to this Deed.

- (b) Each party irrevocably waives any objection it may have, either now or in the future, to the venue of any action or proceedings, and any claim it may have, either now or in the future, that the action or proceedings have been brought in an inconvenient forum.

25.3 Further Acts

The parties shall promptly do and perform all further acts and execute and deliver all further documents required by law or reasonably requested by the other party to carry out and effect the intent and purpose of this Deed.

25.4 Severability

Any provision of this Deed which is or becomes illegal, void or unenforceable in any respect shall be ineffective only to the extent of that illegality, voidness or unenforceability, and shall not affect the continued operation of the remaining provisions of this Deed.

25.5 Waiver

- (a) No waiver or indulgence by any party to this Deed shall be binding on the parties unless it is in writing.
- (b) No waiver of a breach of any term or condition of this Deed shall operate as a waiver of another breach of the same or any other term or condition of this Deed.

25.6 Cumulative Rights

The rights, powers and remedies provided by this Deed are cumulative and do not exclude any rights, powers, authorities, discretions or remedies provided by law.

25.7 Counterparts

This Deed may be executed in any number of counterparts (whether an original or a copy transmitted by facsimile or e-mail), all of which taken together shall constitute one and the same document.

25.8 DOCA Prevails

If there is any inconsistency between the provisions of this Deed and the provisions of the DOCAs, then the provisions of the DOCAs shall prevail to the extent of the inconsistency.

Executed as a Deed.

Executed by Paul Gerard Weston in the presence of:)
)

Paul Gerard Weston

Witness

Print Full Name

Executed by Go Energy Group Limited)
ACN 084 656 691 (Subject to Deed of)
Company Arrangement) by its Deed)
Administrator in accordance with the)
Corporations Act 2001 (Cth):

Witness

Paul Gerard Weston

Executed by GoEnergy Pty Limited)
Limited ACN 097 708 104 (Subject to)
Deed of Company Arrangement) by its)
Deed Administrator in accordance with)
the Corporations Act 2001 (Cth):

Witness

Paul Gerard Weston

Executed by Go Markets)
Environmental Trading Pty Limited)
ACN 603 231 714 (Subject to Deed of)
Company Arrangement) by its Deed)
Administrator in accordance with the
Corporations Act 2001 (Cth):

Witness

Paul Gerard Weston