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19 December 2016

To ASX Market Announcements Office  
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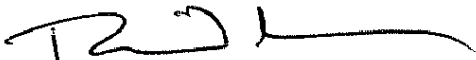
Dear Sir/Madam

## **Quickflix Limited – Notice of initial substantial holder**

We act for Karma Media Holdings LLC.

On behalf of Karma Media Holdings LLC, we enclose a Form 603 in connection with Karma Media Holdings LLC becoming a substantial shareholder in Quickflix Limited.

Yours sincerely



**Ros Anderson | Partner**  
**King & Wood Mallesons**  
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This communication and any attachments are confidential and may be privileged.

Encl 107 pages

**Form 603**Corporations Act 2001  
Section 671B**Notice of initial substantial holder****To** Company Name/Scheme **Quickflix Limited (subject to a deed of company arrangement)**ACN/ARSN **102 459 352****1. Details of substantial holder (1)**Name **Karma Media Holdings LLC and its associates listed in Annexure A (together "Karma Media Holdings Entities")**ACN/ARSN (if applicable) **N/A**The holder became a substantial holder on 15 / 12 / 2016**2. Details of voting power**

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary Shares	2,218,490,654	2,218,490,654	100%

**3. Details of relevant interests**

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Karma Media Holdings Entities	Karma Media Holdings LLC as holder, and other Karma Media Holdings Entities as associates of the holder, resulting from rights pursuant to the Deed of Company Arrangement entered into by the Company dated 6 October 2016, arising as a result of Court Order dated 13/12/2016 pursuant to section 444GA of the Corporations Act 2001 (Cth) and ASIC Instrument Paragraph 655A(1)(a) exemption issued 15/12/2016 (attached as Annexure A)	2,218,490,654 Ordinary Shares

**4. Details of present registered holders**

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Company is currently publicly listed and we are unable to determine the current holders.	Company is currently publicly listed and we are unable to determine the current holders.	Unknown.	2,218,490,654 Ordinary Shares

**5. Consideration**

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-Cash	
Karma Media Holdings LLC	To be determined	0.00 cents per security payable to registered holders, and \$1,300,000 in aggregate payable to the deed administrators to be applied in accordance with the Deed of Company Arrangement	Nil	2,218,490,654 Ordinary Shares

#### 6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
Each associate set out in Annexure B	Each entity listed in Annexure B is associated to Karma Media Holdings LLC, as specified in Annexure B

#### 7. Addresses

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

Name	Address
Karma Media Holdings Entities	C/- King & Wood Mallesons, Level 61 Governor Phillip Tower, 1 Farrer Place, Sydney NSW 2000

#### Signature

print name **ERIK PENCE** capacity **DIRECTOR**

---

sign here  date **15/12/2016**

#### DIRECTIONS

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

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

## Annexure A

This is annexure A referred to in Form 603 ("Notice of initial substantial holder") attaching the Deed of Company Arrangement, Court Order and ASIC Instrument which are referenced in that form and is signed by me as a true copy

Print name: ERIK PENCE

Capacity: DIRECTOR

Signature:

A handwritten signature in black ink, appearing to read 'Erik Pence', is written over a horizontal line.

Date: 15/12/2016

# Allens < Linklaters

Quickflix Limited (Administrators appointed)  
ACN 102 459 352

Jason Mark Tracy and Richard John Hughes

Karma Media Holdings LLC

## Deed of Company Arrangement

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## Deed of Company Arrangement

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Deed of Company Arrangement

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This Deed is made on 6 October 2016

#### Parties

- 1 Quickflix Limited (Administrators appointed) (ACN 102 459 352) of Suite 40, 460 Stirling Highway, Cottesloe, Western Australia (the *Company*).
- 2 Jason Mark Tracy and Richard John Hughes of Deloitte Touche Tohmatsu, Tower 2, Brookfield Place, 123 St Georges Terrace Perth, Western Australia in their capacity as joint and several administrators of the Company, deed administrators under this Deed and Trustees of the Trust Deed (the *Administrators*).
- 3 Karma Media Holdings, LLC of C/- King & Wood Malleons, Level 61 Governor Phillip Tower, 1 Farrer Place, Sydney, NSW 2000 (the *Proponent*).

#### Recitals

- A On the Appointment Date, administrators were appointed to the Company pursuant to s. 436A(1) of the Act. On 5 May 2016 the Administrators were appointed as joint and several voluntary administrators of the Company pursuant to Part 5.3A of the Act.
- B At a meeting of the creditors of the Company, duly convened pursuant to s. 439A of the Act and held on 4 October 2016, the creditors of the Company resolved that the Company execute this Deed.

It is agreed as follows.

### 1 Definitions and Interpretation

#### 1.1 Definitions

The following definitions apply unless the context requires otherwise.

**Acceptance Date** means the date on which execution of this Deed is approved by resolution of Creditors at a meeting convened pursuant to s. 439A(1) of the Act.

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

**Administrators' Entitlements** means the Voluntary Administrators' Entitlements and the Deed Administrators' Entitlements.

**Admitted Claim** means any Claim of an Admitted Creditor which has been admitted by the Administrators or the Trustees (as the case may be) but does not include an Insurance Claim.

**Admitted Creditor** means any person with a Claim which has been admitted fully, partly or contingently by the Administrators or Trustees (as the case may be).

**Appointment Date** means 26 April 2016.

**ASIC** means the Australian Securities and Investments Commission.

**Assets** means the assets of the Company as listed in the Business Sale Agreement which excludes the Remaining Assets.

**ASX** means the Australian Securities Exchange.

**Balance** has the meaning given in clause 4.2(c) of this Deed.

**Business Day** means any day on which banks (as defined in the *Banking Act 1959* (Cth)) are open for normal banking business in Perth, excluding Saturdays and Sundays.



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**Business Sale Agreement** means an agreement under which the Assets are sold to the Proponent or its Nominee and which is substantially in the form of Schedule 2.

**Business Transfer Date** means the date (if applicable) the title of the Assets pass to the Proponent in accordance with the Business Sale Agreement.

**Claim** means a debt owing by, or a claim against, the Company (whether present or future, certain or contingent, ascertained or sounding only in damages), irrespective of whether the debt or claim arose by virtue of contract, at law (including by statute), in equity or otherwise, being a debt or claim the circumstances giving rise to which occurred on or before the Appointment Date and which would be admissible to proof against the Company had the Company been wound up pursuant to Part 5.6 of the Act and includes;

- (a) Employee Claims;
- (b) a debt arising from a failure by the Company to pay a Superannuation Contribution;
- (c) a debt arising by way of a Superannuation Guarantee Charge;
- (d) claims by Optionholders in their capacity as Optionholders in respect of their options,

but does not include an Insurance Claim.

**Commencement Date** means the date of this Deed, being the date on which the last of the Parties to it has executed this Deed.

**Completion** means the performance of the transactions set out in clause 6.3 of this Deed.

**Completion Date** means the date the Administrators receive the Balance in cleared funds.

**Continuing Employee** means Employees of the Company who have not resigned or whose employment has not been terminated on or before the Commencement Date.

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

**Creditor** means a person who has a debt payable by or a Claim against the Company, whether present or future, certain or contingent, ascertained or sounding only in damages, the circumstances giving rise to which occurred on or before 26 April 2016.

**Creditors' Trust** means a trust for the benefit of Admitted Creditors constituted in accordance with the terms of the Creditors' Trust Deed.

**Creditors' Trust Deed** means a trust deed under which the Trustees are obliged to hold the Trust Fund in trust for the Admitted Creditors and which is substantially in the form of Schedule 1.

**Deed** means this Deed of Company Arrangement as amended from time to time.

**Deed Administrators' Entitlements** means any remuneration, fees, costs, debts and expenses incurred by or to which the Administrators are or were entitled to in respect of their role as deed administrators of the Company.

**Deed Fund** means the Proponent Contribution and the Remaining Assets.

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

**Director** means a director, as defined by section 9 of the Act, of the Company.

**Employee** means the persons employed by the Company from time to time.

**Employee Claim** means any right or entitlement of any Employee (including of any Employee who is also a Shareholder) which that Employee would be entitled to prove in priority to other unsecured creditors as a debt or claim against the Company pursuant to Section 556 of the Act had the Company been wound

**Deed of Company Arrangement****Allens » Linklaters**

up pursuant to Part 5.6 of the Act save that, for the avoidance of doubt, such right or entitlement shall be subject to the limitations in section 556 of the Act including, without limitation, sections 556(1A) and (1B).

**Employee Creditors** means Employees with Admitted Claims that are Employee Claims.

**Encumbered Assets** means the Assets the subject of a Security Interest.

**Enforcement Process** in relation to Property means execution against the Property or any other enforcement process in relation to that Property which involves a court or sheriff.

**Excluded Contracts** means:

- (a) contracts with Employees that are not Continuing Employees; and
- (b) on and from such time as the Proponent gives written notice to the Administrators, any contract in respect of the lease of premises located at Suite 40, 460 Stirling Highway, Cottesloe Western Australia.

**Existing Directors** means those Directors who were Directors at the Commencement Date.

**First Administrators** means Dermott McVeigh, Wayne Rushton and Morgan Kelly of Ferrier Hodgson.

**First Administrators' Liabilities** means the remuneration, fees, costs, debts and expenses incurred by or to which the First Administrators are or were entitled in respect of their role as first administrators of the Company, to the extent that those amounts have not been paid to the First Administrators.

**GST** has the meaning given in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

**Insurance Claim** means a Claim to which an insurance policy taken out prior to the Appointment Date responds and only to the extent to which an amount in respect of that liability has been or is received by the Company or the Administrators from the insurer.

**Listing Rules** means the ASX Listing Rules.

**New Directors** means the three Directors nominated as Directors by the Proponent pursuant to clause 11.1 of this Deed.

**Nominee** means an entity (or entities) nominated by the Proponent, in writing to the Administrators on or prior to the Effectuation Date.

**Optionholders** means the parties with options to purchase or acquire any shares in the Company.

**PayPal** means PayPal Australia Pty Limited (ABN 93 111 195 389).

**Priority Creditors** means a Creditor with a debt payable by or Claim against the Company as at 26 April 2016, including an Employee Claim which, had the Company been wound up with the winding up commencing on 26 April 2016, would have been a debt or Claim which must be paid in priority to all other unsecured debts or Claims in accordance with s 556, s 559, s 560 or s 561 of the Act.

**Property** means any legal or equitable estate or interest (whether present or future and whether vested or contingent) in real or personal property of any description, including intellectual property and a chose or thing in action, and any real or personal property owned, used, occupied or in the possession of the Company.

**Proponent Contribution** means the amounts set out in and payable in accordance with clause 4.2.

**Redeemable Preference Shares** means all Redeemable Convertible Preference shares issued by the Company under the Terms of Redeemable Convertible Preference Shares being those terms in Schedule 1 to the Notice of Meeting in respect of a meeting of members held on 26 March 2012.

**Regulations** means the Corporations Regulations 2001.

**Remaining Assets** means:

## Deed of Company Arrangement

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- (a) any cash held by the Administrators at the Commencement Date excluding:
  - (i) any cash held by the Administrators as security for any contingent liability owed by the Administrators to PayPal under PayPal's terms and conditions; and
  - (ii) any cash which the Administrators are obliged to transfer to the Proponent under clause 10.1(b);
- (b) research and development refund amounts arising from and relating to all financial years up to and including the 2016 financial year being the financial year ending 30 June 2016; and
- (c) receivables due to the Company prior to and up to the Commencement Date excluding:
  - (i) the receivables due from Quickflix New Zealand due at the Appointment Date; and
  - (ii) any receivables accrued during the period the Proponent operates the Assets of the Company in the Deed Period pursuant to the terms of this Deed.

**Resolution** means a resolution passed at a meeting of creditors of the Company convened in accordance with this Deed or in accordance with the Act.

**Schedule 8A** means Schedule 8A to the Regulations.

**Security Interest** means any security interest registered on the Personal Property Securities Register maintained under the *Personal Property Securities Act 2009* (Cth), the registration time for which is:

- (a) on or before the Appointment Date; or
- (b) during the period the Proponent operates the Assets of the Company in the Deed Period pursuant to the terms of this Deed, provided such registration is made with the consent of the Proponent.

**Shares** means all the shares in the Company, including all ordinary shares and Redeemable Preference Shares.

**Shareholder** means a shareholder of the Company as at the Appointment Date and includes any holder of the Redeemable Preference Shares.

**Superannuation Contribution** has the same meaning as in section 556 of the Act.

**Superannuation Guarantee Charge** has the same meaning as in the Superannuation Guarantee (Administration) Act 1992.

**Taxable Supply** has the meaning given in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Termination Date** means the date on which this Deed terminates pursuant to Clause 14.1.

**Transfer Conditions Precedent** has the meaning given in Clause 4.3.

**Transfer End Date** means the date within 120 days (or such longer period agreed under clause 4.6) of the Acceptance Date.

**Trust Fund** means the fund created pursuant to the terms of the Creditors' Trust.

**Trustees** means the trustees of the Creditors' Trust.

**Trustee Entitlements** means the remuneration, fees, costs, debts and expenses incurred by or to which the Trustees are or were entitled in accordance with the Creditors' Trust Deed.

**Voluntary Administrators' Entitlements** means the remuneration, fees, costs, debts and expenses incurred by or to which the Administrators are or were entitled in respect of their role as voluntary administrators of the Company.

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**1.2 Interpretation**

## In this Deed:

- (a) a reference to an entity is a reference to that entity in its own right and in its capacity as trustee of any trust;
- (b) words importing the singular will (where appropriate) include the plural and vice versa;
- (c) words importing any one gender will (where appropriate) include the other gender and vice versa;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) words importing natural persons will (where appropriate) include corporations, firms, unincorporated associations, partnerships, trusts and any other entities recognised by law and vice versa;
- (f) words "*written*" and "*in writing*" include any means of visible reproduction of words in a tangible and permanently visible form;
- (g) headings are for convenience of reference only and will not affect the meaning or interpretation of this Deed;
- (h) references to any statutory enactment or law will be construed as references to that enactment or law as amended or modified or re-enacted from time to time and to the corresponding provisions of any similar enactment or law of any other relevant jurisdiction;
- (i) references to Parts, Clauses, paragraphs and Schedules will be construed as references to the Parts, Clauses, paragraphs and Schedules of and to this Deed;
- (j) unless otherwise stated, references to Sections will be construed as references to Sections of the Act and references to Regulations will be construed as references to the Regulations;
- (k) a term of expression not otherwise defined in this Deed shall have the same meaning, if any, as provided for in the Act;
- (l) references to an "*agreement*" include any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing;
- (m) references to an agreement or document (including a reference to this Deed) are to the agreement or document as amended, substituted, novated, supplemented, varied or replaced;
- (n) references to the rights or obligations of two or more persons under this Deed will be interpreted as entitling or obliging them jointly and severally;
- (o) the meaning of general words is not limited by specific examples introduced by "*including*", "*for example*" or similar expressions;
- (p) a construction that would promote the purpose or object underlying this Deed (whether or not stated in this Deed) is to be preferred to a construction that would not promote that purpose or object;
- (q) no rule of construction applies to the disadvantage of a party to this Deed because that party was responsible for the preparation of this Deed or any part of it;
- (r) a reference to "\$" is to Australian currency; and
- (s) a reference to "cash" includes cash equivalents.

**Deed of Company Arrangement****Allens & Linklaters****1.3 Prescribed provisions**

To the extent they are not inconsistent with the terms of this Deed:

- (a) each prescribed provision contained in Schedule 8A to the Regulations is expressly incorporated into this Deed; and
- (b) sections 562, 563A and 600H of the Act apply to this Deed but with such modifications as are necessary, including that 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, be read as references to the Administrators.

**2 Commencement of this Deed**

This Deed will take effect on the Commencement Date.

**3 Administrators****3.1 Power to execute the Deed**

The Administrators are authorised to execute this Deed on behalf of the Company.

**3.2 Acceptance of appointment as Deed Administrator**

By their execution of this Deed, on and from the Commencement Date the Administrators:

- (a) consent to and accept their appointment as deed administrators of the Company; and
- (b) agree to act as deed administrators of the Company during the Deed Period or until the Administrators retire or are removed from office in accordance with this Deed or the Act.

**3.3 Powers of Deed Administrators**

- (a) This Deed will be administered by the Administrators who will have the powers, functions and duties conferred on them by this Deed, the Act and to the extent they are not inconsistent with the terms of this Deed, Schedule 8A to the Regulations.
- (b) The Administrators will be entitled to engage the services of their partners and employ staff and consultants of Deloitte Financial Advisory Pty Ltd to assist them in the performance or exercise of their duties, obligations, responsibilities and powers under this Deed.

**3.4 Agents of each Company and joint and several**

In exercising the powers conferred by this Deed and carrying out the duties arising under this Deed:

- (a) the Administrators will act as agents for and on behalf of the Company;
- (b) any function or power of the Administrators may be exercised or performed by any of them or by all of them together; and
- (c) the rights, benefits and obligations of the Administrators under this Deed are conferred or imposed on them jointly and each of them severally.

**3.5 Limitation of Administrators' liability**

Subject to the Act, the Administrators (whether in their capacity as administrators, deed administrators or trustees of the Trust Deed) will not be personally liable for:

- (a) any debt, liability, claim against the Company or other obligation which the Administrators may incur on behalf of the Company as administrators of this Deed;

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- (b) any loss or damage caused by the Administrators, or on behalf of the Administrators, in performing the powers, functions and duties conferred on them by this Deed, the Act or the Regulations other than loss and damage caused by the Administrators' dishonesty, gross negligence or wilful default;
- (c) any debt payable by or claim against the Company, the circumstances giving rise to which occur after the Commencement Date; or
- (d) any debts or losses incurred by the Company from trading during the Deed Period.

**4 Proponent Contribution****4.1 Transfer of shares**

- (a) Following the Acceptance Date, the Administrators will take such steps as are appropriate to procure the transfer of the Shares to the Proponent or its Nominee pursuant to Section 444GA of the Act including:
  - (i) making an application to the Court under Section 444GA of the Act; and
  - (ii) applying for relief from ASIC for the requirements of Chapter 6 of the Act.
- (b) The Administrators will bear their own costs of and incidental to the steps the Administrators take under subclause (a) above. The Proponent will pay the Administrators' reasonable fees, costs and expenses in connection with preparing a first draft of the Deed of Company Arrangement, the Creditors' Trust Deed and the Sale and Purchase Agreement in the amount of \$26,085 plus GST.

**4.2 Proponent Contribution Payment**

Subject to clause 4.6, the Proponent shall pay the Proponent Contribution to the Administrators as follows:

- (a) on the Acceptance Date, an initial non-refundable amount of \$200,000 (\$195,387.93 of which is currently held on trust by the Administrators);
- (b) within 30 days of the Commencement Date, a non-refundable amount of \$700,000; and
- (c) subject to clause 4.3, a final non-refundable payment of \$400,000 (**Balance**) will be paid within five days following the later of:
  - (i) the Court granting leave to the Administrators pursuant to section 444GA(1)(b) of the Act to transfer all of the Shares to the Proponent or its Nominee; and
  - (ii) ASIC granting relief to the Company and the Proponent or its Nominee from the requirements of Chapter 6 of the Act as required for the Administrators to transfer, and the Proponent or its Nominee, to acquire the Shares in the Company without having to comply with Chapter 6 of the Act.

**4.3 Transfer Conditions Precedent**

- (a) The payment of the Balance is conditional upon the matters set out in clauses 4.2(c)(i) and (ii) above (**Transfer Conditions Precedent**) being satisfied before the Transfer End Date.
- (b) At least 3 Business Days prior to lodgement with ASIC of any request for relief referred to in clause 4.2(c)(ii), the Company and the Administrators must provide to the Proponent a copy of the draft request for relief and consult with the Proponent as to the form of the request for relief.

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- (c) On reasonable request by the Proponent or its Nominee, to assist the Proponent or its Nominee to obtain the relief referred to in clause 4.2(c)(ii), the Administrators and the Company shall:
  - (i) make available books, records and personnel of the Company; and
  - (ii) provide such other assistance,  
to the Proponent or its Nominee.
- (d) The Administrators must keep the Proponent informed of communications between the Company, the Administrators, the Court and/or ASIC in respect of all steps taken in the attempted satisfaction of all Transfer Conditions Precedent.
- (e) The Administrators must notify the Proponent as soon as practicable of any communication which could have the effect of constituting a refusal or rejection by ASIC, the Court or any other governmental agency of any orders or relief referred to in clause 4.2(c)(i) or 4.2(c)(ii).

**4.4 Asset Transfer**

Subject to clause 4.6, if the Transfer Conditions Precedent are not satisfied by the Transfer End Date, then:

- (a) the Shares will not be transferred to the Proponent;
- (b) the Proponent is only required to pay the amounts referred to in clauses 4.2(a) and (b) above to the Administrators and is not required to pay the Balance;
- (c) after receipt of the amounts referred to in clause 4.4(b) (other than the Balance) by the Administrators, upon the Transfer End Date, the Administrators agree to immediately execute and exchange the Business Sale Agreement; and
- (d) Completion under clause 6 will not occur and the Administrators will convene a meeting of Creditors under clause 13 either to terminate this Deed under clause 14.1(c) or to vary this Deed.

**4.5 No warranty**

In the event the Transfer Conditions Precedent are not satisfied by the Transfer End Date, then the Administrators agree to transfer the Assets in accordance with the Business Sale Agreement and:

- (a) subject to clause 4.5(b), the Administrators will agree to transfer the Assets free of any encumbrances; and
- (b) the Proponent acknowledges and agrees that the Administrators transfer the Encumbered Assets subject to their respective Security Interest.

**4.6 Extension of time**

- (a) At any time up to the final date for payment being made under this Deed, the Administrators and the Proponent may agree to extend the times set out in clauses 4.2, 4.3 and 4.4 above.
- (b) If the Proponent Contribution is not paid within seven days of the times specified in clause 4.2 above (or such later times as agreed by the Administrators and the Proponent), the Administrators may convene a meeting of creditors under clause 13 of this Deed to vary the terms of, or terminate, this Deed.

## Deed of Company Arrangement

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**5 Listing Rules**

The Administrators and the Company will:

- (a) continue to comply with the Listing Rules until the Shares are transferred to the Proponent or its Nominee under s 444GA of the Act; and
- (b) take any steps required under the Listing Rules to:
  - (i) obtain any necessary ASX waivers or exemptions from the Listing Rules including (if required) to remove the Company from the official list in accordance with Listing Rule 17.11 with such removal to take effect immediately before or immediately after the Completion Date; and
  - (ii) to the extent necessary, effect the Business Sale Agreement including compliance with any continuous disclosure obligations and such notification or other requirements of the ASX (if any) as is required in accordance with Listing Rule 11.

**6 Completion****6.1 Place of Completion**

Completion will take place at the offices of the Administrators in Perth.

**6.2 Completion**

Completion must take place on the Completion Date.

**6.3 Completion Events**

At Completion, the following shall occur:

- (a) the Administrators shall transfer the Shares to the Proponent or its Nominee and deliver to the Proponent or its Nominee:
  - (i) share transfer forms for the Shares transferred to the Proponent or its Nominee;
  - (ii) the company register of the Company, including the register of members in respect of the Shares and any options register and evidencing that the Shares have been transferred to the Proponent or its Nominee;
  - (iii) all books, files, reports, correspondence, documents and other materials of or relating to or used in connection with the Company or its subsidiaries, including financial, legal and tax papers and each of their common seals (if any);
- (b) the Administrators shall effect the removals and appointments in accordance with clause 11.1; and
- (c) the Trustees will execute and the Administrators shall procure the Company to execute the Creditors' Trust Deed, the Administrators shall transfer the Deed Fund (after payment of the Administrators' Entitlements and First Administrators' Liabilities, in each case as at the Completion Date) to the Trustees to be held and applied in accordance with the Creditors' Trust Deed and the Creditors' Trust will be created.

**7 The Creditors' Trust****7.1 Establishing the Creditors' Trust**

- (a) Under the Creditors' Trust Deed, the Creditors' Trust will be created and the Admitted Creditors shall have the rights and entitlements provided for in the Creditors' Trust Deed.



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- (b) The Administrators will be the Trustees of the Creditors' Trust.
- (c) The Trust Fund under the Creditors' Trust Deed is to be made up of the Deed Fund, after payment of the Administrators' Entitlements and First Administrators' Liabilities as at the Completion Date.
- (d) The Trustees will:
  - (i) act as trustees under the Creditors' Trust Deed;
  - (ii) ensure the Company's obligations to the Trustees under the Creditors' Trust Deed are performed; and
  - (iii) hold and administer the Trust Fund in accordance with the terms of the Creditors' Trust Deed.

**7.2 Entitlements and priorities under the Creditors' Trust Deed**

- (a) Subject to the terms of this Deed and the Creditors' Trust Deed, the Trust Fund is available to pay the Admitted Creditors.
- (b) Subject to clause 7.2(c), the Trustees must distribute the Trust Fund in the following order of priority:
  - (i) firstly, payment of any unpaid Administrators' Entitlements to the Administrators, payment of the First Administrators' Liabilities and the Trustee Entitlements to the Trustees in accordance with the Creditors' Trust Deed;
  - (ii) secondly, to Priority Creditors in respect of their Admitted Claims in accordance with the priorities set out in sections 556, 560 and 561 of the Act;
  - (iii) thirdly, as to the balance of the Trust Fund, in payment of a dividend to the Admitted Creditors in respect of their Admitted Claims to be distributed rateably among the Admitted Creditors in accordance with the Admitted Creditors' Admitted Claims.
- (c) The Trustees must pay the Employees in respect of Employee Claims at least equal to what the relevant Employee would have been entitled if the Trust Fund were applied in accordance with sections 556, 560 and 561 of the Act.

**8 Moratorium created by this Deed****8.1 Deed binds all persons**

This Deed binds:

- (a) all persons having a Claim, in accordance with section 444D of the Act;
- (b) in accordance with section 444G of the Act, the Company, the officers and members of the Company (including any holders of the Redeemable Preference Shares) and the Administrators; and
- (c) the Proponent.

**8.2 Restrictions on persons bound by this Deed**

During the Deed Period, any Creditor and any other party bound by the terms of this Deed must not:

- (a) make, or concur in the making of, an application for an order to wind up the Company;
- (b) proceed with, or concur in the making of, any such application made before this Deed became binding on the person;

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- (c) exercise any right of set-off or cross-claim to which the person would not have been entitled had the Company been wound up at the Appointment Date;
- (d) commence or take any further step in any arbitration against the Company, or to which any Company is a party;
- (e) begin or proceed with any proceeding against the Company, or in relation to any of its Property;
- (f) begin or proceed with any Enforcement Process against the Company in relation to its Property;
- (g) make or proceed with an application for a court appointed receiver, receiver and manager, or a provisional liquidator to the Company or any of its Property; or
- (h) take or continue any action whatsoever against the Company to seek to recover any part of its Claim other than pursuant to this Deed,

except in the case of paragraphs (e) and (f) with leave of the Court and in accordance with such terms (if any) as the Court imposes.

**9 Claims****9.1 All claims against each Company extinguished**

If Completion occurs under clause 6, on and from the time the last event listed in clause 6.3(c):

- (a) the Company is released from all Claims;
- (b) all persons having a Claim may lodge a proof of debt with the Trustees pursuant to the terms of the Creditors' Trust Deed;
- (c) all persons having a Claim must accept their right to prove under the Creditors' Trust in full and final satisfaction and complete discharge of all Claims they have against the Company; and
- (d) all Claims are extinguished.

Each Creditor accepts that they cease to be a creditor of the Company in connection with a Claim once this occurs.

**9.2 Execution of all necessary documents**

All persons having a Claim must, if required by the Company or the Administrators, execute all such documents, written material or otherwise, including forms of release of debts or claims, as the Company or the Administrators may require from time to time to give effect to the releases contained in clause 9 of this Deed.

**9.3 Insurance Claims**

- (a) Subject to clause 9.3(b), except to the extent that the Company is entitled to or receives moneys from insurers in respect of any Insurance Claim, on and from Completion, the Company is released from all Insurance Claims.
- (b) On receipt by the Company from an insurer of any moneys in respect of an Insurance Claim such moneys (after deduction of any expenses incurred by the Company or incidental to getting in those moneys) shall be paid by the Company to the claimant of that Insurance Claim.
- (c) For the avoidance of doubt, the claimant of an Insurance Claim shall not be entitled to be paid any funds from the Trust Fund in respect of that Insurance Claim.

**Deed of Company Arrangement****Allens & Linklaters****9.4 Employee Claims**

For the purposes of the application of the property of the Company under this Deed the Employee Creditors will be entitled to a priority in respect of Employee Claims at least equal to what they would have been entitled if the property were applied in accordance with sections 556, 560 and 561 of the Act.

**9.5 Superannuation Claims**

- (a) The Administrators 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 Superannuation Guarantee Charge has been paid or is, or is to be, an Admitted Claim; and
  - (ii) the Administrators are satisfied that the Superannuation Guarantee Charge is attributable to the whole of the first-mentioned debt.
- (b) If the Administrators determine under clause 9.5(a) that the whole of the debt is not admissible to proof, the whole of that debt is extinguished.
- (c) The Administrators 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 Administrators are satisfied that the Superannuation Guarantee Charge is attributable to that party of the first-mentioned debt.
- (d) If the Administrators determine under clause 9.5(c) that part of the debt is not admissible to proof, that part of that debt is extinguished.

**9.6 Bar to Claims**

Subject to section 444D of the Act, this Deed may be pleaded by the Company or the Administrators against any person having a Claim against the Company as an absolute bar and defence to any legal proceedings brought or made at any time in respect of that Claim.

**10 Control of the Company's Affairs****10.1 Operation of the Assets**

- (a) From the Commencement Date to the Completion Date or Business Transfer Date (as applicable), the Proponent will operate the Assets of the Company as agents of the Company provided that:
- (i) the Proponent must operate the Assets on an 'as is, where is' basis and the Proponent does not have any right to enter into any transactions by or on behalf of the Company that fall outside the ordinary scope of its business (including acquiring or selling assets other than in the ordinary scope of its business, acquiring new businesses or employing additional employees);
  - (ii) all liabilities incurred by the Proponent will remain the liabilities of the Proponent;
  - (iii) the Administrators will not be liable for any actions taken by, or debts or liabilities of, the Proponent and the Proponent indemnifies the Company and the Administrators and agrees to hold them harmless from and against all debts and liabilities incurred directly from or in relation to the actions of the Proponent under this clause 10;

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- (iv) for the avoidance of doubt, the Proponent's operation of the Assets under this clause 10 does not extend to the operation of the Deed Fund;
  - (v) the Proponent provides the Deed Administrators with monthly reports including:
    - (A) short-term cash flow forecasts;
    - (B) aged creditors' lists; and
    - (C) bank reconciliation statements,
  - (vi) the Proponent will, and the Administrators will provide reasonable assistance to the Proponent to, establish and control separate operating bank accounts and a merchant facility in the Company's name for collection of the Company's revenue and payments of the Company's expenses accruing in the Deed Period.
- (b) During the period from the Commencement Date to the Completion Date or Business Transfer Date (as applicable), provided any funds received by the Administrators from the operation of the Assets under this clause 10 during the Deed Period does not form part of the Remaining Assets, the Administrators will transfer such funds to the bank accounts referred to in clause 10.1(a)(vi) above within three Business Days of written notice from the Proponent of the account details referred to in clause 10.1(a)(vi) above and thereafter, within three Business Days of receipt of those funds.
- (c) The Proponent must from the Commencement Date perform and comply with the terms of, all Contracts (as defined in the Business Sale Agreement) (other than Excluded Contracts) on behalf of the Company, but at the risk and expense of the Proponent.

**10.2 Retention of employees**

- (a) From the Commencement Date, the Company will maintain the employment of the Continuing Employees, nominated by the Proponent being those Employees who the Proponent or its Nominee will make an offer of employment that is conditional upon the transfer of the Assets in accordance with clause 4.4 above and commences immediately following the Business Transfer Date.
- (b) The Proponent agrees to indemnify the Company, the Administrators and any liquidators subsequently appointed to the Company for all liabilities arising in relation to all employee entitlements of the Continuing Employees which accrue during the period commencing from the Commencement Date and ending on the Completion Date or the Business Transfer Date (as applicable).

**11 Change of Directors****11.1 Nomination of directors**

- (a) The Administrators shall have the power to remove or appoint any Directors or secretary of the Company.
- (b) Prior to the Completion Date, the Proponent may, by notice to the Administrators in writing, nominate:
  - (i) three persons as New Directors;
  - (ii) one person as a company secretary; and
  - (iii) one person as a public officer (if applicable).
- (c) Upon payment of the Balance by the Proponent to the Administrators, the Administrators must as soon as reasonably practicable and before Completion:

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- (i) remove the Existing Directors as Directors of the Company, remove the persons appointed as company secretary and public officer of the Company as at the Appointment Date as company secretary and public officer (as applicable);
- (ii) appoint each New Director as Directors of the Company and appoint a new company secretary and public officer (as applicable); and
- (iii) lodge any documents with ASIC and ASX necessary to effect those removals and lodgements.

**11.2 Directors remain in office**

Subject to clause 11.1 above and clause 11.4, the Existing Directors are to remain in office throughout the Deed Period unless they resign or are otherwise removed by the Administrators.

**11.3 Assistance**

The Directors of the Company will provide to the Administrators such assistance and co-operation as may be reasonably required by the Administrators in the exercise of the powers, functions and duties conferred on the Administrators by this Deed and under the Act.

**11.4 Limit on exercise of director's powers**

While the Company is subject to this Deed, a person (other than the Administrators) cannot perform or exercise and must not purport to perform or exercise any function or power as an Officer of the Company.

**11.5 Statutory duties**

Notwithstanding clause 11.4, while they remain Directors, the Directors will not be relieved of their statutory duties as Directors.

**12 Remuneration, costs, liabilities and indemnities****12.1 Indemnity**

The Administrators and Trustees are indemnified and will be paid out of:

- (a) the Deed Fund, Assets and Remaining Assets up to the earlier of when the transfer of the Proponent Contribution and the Remaining Assets to the Trust Fund is complete and the Business Transfer Date; or
- (b) thereafter, the Deed Fund or the Trust Fund (as the case may be),

In respect of

- (c) any expenses, debts, fees or costs incurred by and any claims, demands or suits against the Administrators, in each case either as administrators of this Deed or as voluntary administrators of the Company, or the Trustees in connection with the exercise of their functions or powers or the performance of their duties, obligations and responsibilities or in connection with effecting the purpose or objects underlying this Deed or the Creditors' Trust Deed, and
- (d) the Administrators' Entitlements and Trustee Liabilities plus any GST payable in respect of those liabilities and that remuneration.

Notwithstanding the above the Administrators and the Trustees will not be entitled to an indemnity pursuant to this clause 12.1 if the Administrators or Trustees have, or any partner, employee, authorised agent or delegate of the Administrators or Trustees has, in performing the powers, functions and duties conferred on them by this Deed, the Creditors' Trust Deed, the Act or the Regulations, acted dishonestly, negligently, in breach of duty or breach of trust, including any act

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or omission in respect of which this indemnity would not be allowed by reason of section 199C of the Act.

**12.2 Continuing indemnities**

Each of the indemnities in this clause 12 is a continuing indemnity, notwithstanding:

- (a) the removal of the Administrators or Trustees and the appointment of new Administrators or Trustees; or
- (b) the cessation of the Deed Period; or
- (c) the termination of this Deed or the Creditor's Trust for any reason whatsoever,

and will not be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Administrators or the Trustees and each indemnity will extend to cover all actions, suits, proceedings, accounts, liabilities, claims and demands arising in any way out of any defect in the appointment of the Administrators or Trustees, or any defect in the approval or execution of this Deed, the Creditors' Trust Deed or otherwise.

**12.3 Administrators' Lien**

- (a) Until the transfer of the Proponent Contribution and the Remaining Assets to the Trust Fund is completed or the Business Transfer Date occurs (as applicable), the Administrators are entitled to exercise a lien over the Deed Fund, Assets and Remaining Assets to secure the Administrators' rights under this clause.
- (b) After the transfer of the Proponent Contribution and the Remaining Assets to the Trust Fund is completed or the Business Transfer Date occurs (as applicable), the Administrators are entitled to exercise a lien over the Deed Fund or Trust Fund to secure the Administrators' rights under this clause and have no other right, title, interest or entitlement in or against the Assets.

**13 Meetings of Creditors****13.1 When meeting may be convened**

The Administrators:

- (a) may at any time convene a meeting of creditors of the Company; and
- (b) will convene a meeting of creditors of the Company if so requested in writing by creditors the value of whose Admitted Claims against the Company are not less than ten percent (10%) of the value of the total of all the Admitted Claims.

**13.2 Notice of meeting**

Meetings of creditors pursuant to this Deed will be convened by the Administrators in accordance with the provisions of section 445F of the Act.

**13.3 Act and Regulations**

Except to the extent (if any) they are excluded or modified by or are inconsistent with the terms of this Deed, sections 562, 563A and 600H of the Act and Regulations 5.6.12 to 5.6.36A apply to meetings of the creditors.

**13.4 Creditors entitled to attend and vote**

For the purpose only of convening, holding and voting at a meeting of creditors of the Company held under this Deed:

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- (a) in addition to Admitted Creditors, any person who lodges a proof of debt for the purpose of that meeting or, if no such proof of debt is lodged, a proof of debt lodged by the person for the purpose of any previous meeting of the creditors of the Company under this Deed, will be entitled to attend and vote at a meeting, to the extent the person is admitted by the chairman to vote in accordance with the Regulations, as applied to the relevant meeting under clause 13.3; and
- (b) Admitted Creditors who have been paid the full amount of their Claim under this Deed or the Trust Deed will not be entitled to attend and participate in the meetings of creditors.

**13.5 Administrators' decision**

The decision of the Administrators to admit or reject a proof of debt at any meeting of creditors will not bind the Administrators in considering whether to admit or reject the proof of debt or any subsequent proof of debt sought to be relied on by the relevant creditor for the purpose of any subsequent meeting. The admission of a proof of debt for the purpose of a meeting of creditors will not be binding in any way on the Administrators.

**14 Termination****14.1 Termination of this Deed**

This Deed will terminate on the earliest of any of the following:

- (a) upon Completion pursuant to clause 6;
- (b) when a Court makes an order under section 445D of the Act or otherwise terminating this Deed in respect of the Company;
- (c) when creditors pass a Resolution terminating this Deed at a meeting of creditors convened by the Administrators in accordance with this Deed or otherwise convened pursuant to section 445F of the Act; and
- (d) otherwise in accordance with the Act.

**14.2 Consequences of Termination**

- (a) If this Deed terminates in accordance with clause 14.1(a) the Administrators must certify to that effect in writing and must promptly lodge with ASIC a notice of termination of this Deed in the following form:

"We, Jason Tracy and Richard Hughes of Deloitte Touche Tohmatsu, Tower 2, Brookfield Place, 123 St Georges Terrace Perth, Western Australia as administrators of the deed of company arrangement pertaining to Quickflix Limited (Administrators appointed) (subject to Deed of Company Arrangement dated [DATE]), certify that this deed has been wholly effectuated."

- (i) Upon lodgement of the notice under clause 14.2(a), control of the Company will pass to the New Directors.
- (b) If this Deed terminates in accordance with clauses 14.1(b) to (d) then the Company will be wound up pursuant to section 446A of the Act.

**14.3 Previous operation of this Deed preserved**

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

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#### **14.4 Continued operation of certain provisions**

The following provisions of this Deed (and all other provisions necessary to give effect to those provisions) will continue to apply notwithstanding termination of this Deed: clauses 1, 3, 10.2, 12, 14.2-14.5, 20 and 23.

#### **14.5 Books and records**

Following termination of this Deed pursuant to clause 14.1(a), the Company and the New Directors must provide to the Trustees full and unfettered access to the books and records of the Company to the extent required for the purpose of determining Claims under the Creditors Trust.

### **15 Application to Court**

#### **15.1 Unforeseen circumstances**

Subject to clause 14 of this Deed, if any circumstances arise for which this Deed does not either expressly or by necessary implication provide, the Administrators will in their absolute discretion make such provision as they think fit for the purpose of effectuating this Deed and they may, if they think fit, apply to the Court for directions.

#### **15.2 Application to the Court**

No person bound by this Deed (other than the Administrators or the Proponent) may make any application to the Court in relation to any matter arising under this Deed unless at least five Business Days prior notice in writing has been given to the Administrators. The notice must give particulars of the proposed application and attach a copy of any papers proposed to be filed with the Court in support of that application.

### **16 Variation**

The provisions of this Deed may be varied if creditors pass a Resolution varying this Deed at a meeting of Creditors convened under section 445F of the Act.

### **17 Initiation of Termination or Variation by the Administrators**

Subject to Clauses 13 and 15, if the Administrators determine in their absolute discretion that it is no longer practicable or desirable to implement this Deed, the Administrators may summon a meeting of creditors in accordance with Division 11 of Part 5.3A of the Act for the purpose of either varying or terminating this Deed by Resolution of creditors.

### **18 Further assurances**

All persons bound by this Deed will exercise all such powers as are available to them, do all such acts and things and sign, execute and deliver all such documents and instruments and provide assistance and co-operation as may be necessary or reasonably required to give full effect to the provisions of this Deed.

### **19 Notices**

A notice, demand, consent or other communication given or made under this Deed (unless other express provision is made):

- (a) must be in writing and signed by the sender or a person authorised by the sender;
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand, fax or email to the address, fax number or email address below or the address, fax number or email address last notified by the intended recipient to the sender:



## Deed of Company Arrangement

Allens &amp; Linklaters

to the Company

Quickflix Limited (subject to Deed  
of Company Arrangement)C/- Deloitte Touche Tohmatsu,  
Tower 2, Brookfield Place, 123 St  
Georges Terrace, Perth, Western  
Australia

Attention:

Jason Tracy / Richard Hughes

Fax: + 61 8 9365 7001

Email: [jtracy@deloitte.com.au](mailto:jtracy@deloitte.com.au) /  
[richughes@deloitte.com.au](mailto:richughes@deloitte.com.au)

to the Administrators:

Jason Tracy and Richard Hughes

C/- Deloitte Touche Tohmatsu,  
Tower 2, Brookfield Place, 123 St  
Georges Terrace, Perth, Western  
Australia

Attention:

Jason Tracy /Richard Hughes

Fax: + 61 8 9365 7001

Email: [jtracy@deloitte.com.au](mailto:jtracy@deloitte.com.au) /  
[richughes@deloitte.com.au](mailto:richughes@deloitte.com.au)

to the Proponent

Karma Media Holdings LLC

C/- King &amp; Wood Mallesons

Level 61 Governor Phillip Tower,  
1 Farrer Place, SYDNEY NSW  
2000Attention: Tim Klineberg &  
Carone Huang

Fax: + 61 2 9296 3999

Email:

[tim.klineberg@au.kwm.com](mailto:tim.klineberg@au.kwm.com) &  
[carone.huang@au.kwm.com](mailto:carone.huang@au.kwm.com)

- (c) will be taken to be given or made:
- (i) in the case of delivery in person, when delivered;
  - (ii) in the case of delivery by post, two Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and
  - (iii) in the case of fax, on receipt by the sender of a transmission control report from the despatching machine showing the relevant number of pages and the correct

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destination fax machine number or name of recipient and indicating that the transmission has been made without error,

(iv) in the case of email, the earlier of:

- (A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
- (B) the time that the email is first opened or read by the intended recipient, or an employee or officer of the intended recipient; and
- (C) two hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that two hour period, an automated message that the email has not been delivered,

but, if the result is that a notice would be taken to be given or made:

- (1) in the case of delivery by hand, post or fax, at a time that is later than 5pm;
- (2) in the case of delivery by email, at a time that is later than 7pm; or
- (3) on a day that is not a business day,

in the place specified by the intended recipient as its postal address under clause 19, it will be conclusively taken to have been duly given or made at the start of business on the next business day in that place.

**20 Jurisdiction**

This Deed will be governed by and construed in accordance with the laws for the time being in force in the State of Western Australia and all persons bound by this Deed submit to the exclusive jurisdiction of the Courts of that State, including any Courts having appellate jurisdiction.

**21 Severance**

Notwithstanding anything contained in any provision of this Deed, if any such provision is held or found to be void, invalid or otherwise unenforceable, such provision will be deemed to be severed from this Deed to the extent only that it is void, invalid or unenforceable, but the remainder of any such provision and this Deed will remain in full force and effect.

**22 Deed prevails over constitution, contracts etc**

During the Deed Period, 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 will prevail to the extent of the inconsistency and this Deed will be interpreted accordingly.

**23 Stamp duty and GST****23.1 Stamp Duty**

The Administrators, on behalf of the Company, will pay all stamp duty payable on this Deed and any other document required to give effect to or contemplated by the provisions of this Deed.

**23.2 GST**

Any GST payable by the Administrators in respect of a Taxable Supply made under this Deed or contemplated by this Deed to another person (including any person bound by this Deed), must be

**Deed of Company Arrangement****Allens & Linklaters**

borne by that other person, and will be paid by that person, subject to the prior receipt of a valid tax invoice, in addition to the other consideration given by that person to the Administrators or the Company (as the case may be) for the Taxable Supply.

**24 Counterparts**

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument. Transmission by facsimile or by email of an executed counterpart of this Deed and all documents required to be executed and delivered pursuant to this Deed will be deemed to constitute due and sufficient delivery of such counterpart. The Parties agree that the party delivering such counterpart will, promptly after delivery by facsimile or email, deliver the original of such counterpart of this Deed to the solicitors for the other Parties to this Deed.

**Deed of Company Arrangement**

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**Schedule 1**

**Creditors' Trust Deed**

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**Quickfix Limited (Subject to Deed of Company Arrangement)  
ACN 102 459 352**

**Jason Mark Tracy and Richard John Hughes**

### Creditors' Trust Deed

**Allens  
QV.1 Building  
250 St Georges Terrace  
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**This Deed is made on**

### **Parties**

- 1 **Quickfix Limited (Subject to Deed of Company Arrangement) (ACN 102 459 352) of Suite 40, 460 Stirling Highway, Cottesloe, Western Australia (the *Company*); and**
- 2 **Jason Mark Tracy and Richard John Hughes of Deloitte Touche Tohmatsu, Tower 2, Brookfield Place, 123 St Georges Terrace Perth, Western Australia in their capacity as joint and several administrators of the Company, deed administrators and Trustees under this Deed (the *Administrators*).**

### **Recitals**

- A The Company entered into a deed of company arrangement with the Administrators on or about 4 October 2016 (*DOCA*), as resolved by the creditors of the Company pursuant to a meeting held on 4 October 2016.
- B At a meeting of the creditors of the Company, duly convened pursuant to s. 439A of the Act and held on 4 October 2016, the creditors of the Company resolved that the Company execute this Trust Deed.

**It is agreed as follows.**

### **1 Definitions and interpretation**

#### **1.1 Definitions**

Unless otherwise required by the context or subject matter, the following definitions apply, and those terms not defined in this Trust Deed are to be as defined in the DOCA:

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

**Administrators** means Jason Mark Tracy and Richard John Hughes (or either of them) in their capacity as administrators of the Company and the deed administrators under the DOCA and any successor to that office appointed pursuant to the Act.

**Administrators' Entitlements** means the Voluntary Administrators' Entitlements and the Deed Administrators' Entitlements.

**Admitted Claim** means any Claim of an Admitted Creditor which has been admitted by the Trustees but does not include an Insurance Claim.

**Admitted Creditor** means any person with a Claim which has been admitted fully, partly or contingently by the Trustees.

**Appointment Date** means 26 April 2016.

**ASIC** means the Australian Securities and Investments Commission.

**Business Day** means any day on which banks (as defined in the Banking Act 1959 (Cth)) are open for normal banking business in Perth, excluding Saturdays and Sundays.

**Claim** means a debt owing by, or a claim against, the Company (whether present or future, certain or contingent, ascertained or sounding only in damages), irrespective of whether the debt or claim arose by virtue of contract, at law (including by statute), in equity or otherwise, being a debt or claim the circumstances giving rise to which arose on or before the Appointment Date and which



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would be admissible to proof against the Company had the Company been wound up pursuant to Part 5.6 of the Act and includes;

- (a) Employee Claims;
- (b) a debt arising from a failure by the Company to pay a Superannuation Contribution;
- (c) a debt arising by way of a Superannuation Guarantee Charge;
- (d) claims by Optionholders in their capacity as Optionholders in respect of their options,

but does not include an Insurance Claim.

**Claimant** means a person who prior to the release of Claims under the DOCA, has a Claim, or claims to have had a Claim, against the Company and who has a Claim or claims to have a Claim under this Trust Deed against the Trust Fund.

**Commencing Date** means the date of this Trust Deed, being the date on which the last of the Parties to it has executed this Trust Deed.

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

**Deed Administrators' Entitlements** means any remuneration, fees, costs, debts and expenses incurred by or to which the Administrators are or were entitled to in respect of their role as deed administrators of the Company.

**Employee** means the persons employed by the Company from time to time.

**Entitlement** means the amount to be paid to each Admitted Creditor in accordance with clause 10.1 of this Trust Deed.

**First Administrators** means Dermott McVeigh, Wayne Rushton and Morgan Kelly of Ferrier Hodgson.

**First Administrators' Liabilities** means the remuneration, fees, costs, debts and expenses incurred by or to which the First Administrators are or were entitled in respect of their role as first administrators of the Company, to the extent that those amounts have not been paid to the First Administrators.

**Government Agency** means:

- (a) a government, whether foreign, federal, state, territorial or local or a department, office or minister of a government acting in that capacity; or
- (b) a commission, delegate, instrumentality, agency, board, or other government, semi-government, judicial, administrative, monetary or fiscal body, department, tribunal, entity or authority, whether statutory or not, and includes any self-regulatory organisation established under statute or any stock exchange.

**Insurance Claim** means a Claim to which an Insurance policy taken out prior to the Appointment Date responds and only to the extent to which an amount in respect of that liability has been or is received by the Company or the Administrators from the insurer.

**Optionholders** means the parties with options to purchase or acquire any shares in the Company.

**Priority Creditors** means a Creditor with a debt payable by or Claim against the Company as at 26 April 2016, including an Employee Claim which, had the Company been wound up with the winding up commencing on 26 April 2016, would have been a debt or Claim which must be paid in priority to all other unsecured debts or Claims in accordance with s 556, s 559, s 560 or s 561 of the Act.

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**Regulations** means the Corporations Regulations 2001.

**Superannuation Contribution** has the same meaning as in section 558 of the Act.

**Superannuation Guarantee Charge** has the same meaning as in the Superannuation Guarantee (Administration) Act 1992.

**Tax** means:

- (a) a tax, levy, charge, impost, deduction, withholding or duty of any nature (including stamp and transaction duty and GST) at any time imposed or levied by any Government Agency or required to be remitted to, or collected, withheld or assessed by, any Government Agency; and
- (b) any related interest, expense, fine, penalty or other charge on those amounts,

and includes any amount that a person is required to pay to another person on account of that other person's liability for Tax but does not include a tax imposed on the overall net income of the Trustee.

**Trust** means the trust as constituted by this Trust Deed.

**Trust Deed** means this Trust Deed as amended, supplemented or varied from time to time.

**Trust Fund** means the assets held on trust by the Trustees pursuant to clause 4.1 of this Trust Deed.

**Trustee Act** means the Trustee Act 1962 (WA).

**Trustees' Powers** means the trusts, rights, powers, discretions and remedies granted by the law and this Trust Deed and exercisable by the Trustees.

**Trustee Entitlements** means the remuneration, fees, costs, debts and expenses incurred by or to which the Trustees are or were entitled in accordance with this Trust Deed.

**Trust Resolution** means a resolution passed at a meeting of creditors convened in accordance with this Trust Deed.

**Voluntary Administrators' Entitlements** means the remuneration, fees, costs, debts and expenses incurred by or to which the Administrators are or were entitled in respect of their role as voluntary administrators of the Company.

### 1.2 Interpretation

In this Trust Deed:

- (a) a reference to an entity is a reference to that entity in its own right and in its capacity as trustee of any trust;
- (b) words importing the singular will (where appropriate) include the plural and vice versa;
- (c) words importing any one gender will (where appropriate) include the other gender and vice versa;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) words importing natural persons will (where appropriate) include corporations, firms, unincorporated associations, partnerships, trusts and any other entities recognised by law and vice versa;

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- (f) words "*written*" and "*in writing*" include any means of visible reproduction of words in a tangible and permanently visible form;
- (g) headings are for convenience of reference only and will not affect the meaning or interpretation of this Trust Deed;
- (h) references to any statutory enactment or law will be construed as references to that enactment or law as amended or modified or re-enacted from time to time and to the corresponding provisions of any similar enactment or law of any other relevant jurisdiction;
- (i) references to Parts, Clauses, paragraphs and Schedules will be construed as references to the Parts, Clauses, paragraphs and Schedules of and to this Trust Deed;
- (j) unless otherwise stated, references to Sections will be construed as references to Sections of the Act and references to Regulations will be construed as references to the Corporations Regulations 2001;
- (k) a term of expression not otherwise defined in this Deed shall have the same meaning, if any, as provided for in the Act
- (l) references to an "*agreement*" include any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing;
- (m) references to an agreement or document (including a reference to this Trust Deed) are to the agreement or document as amended, substituted, novated, supplemented, varied or replaced;
- (n) references to the rights or obligations of two or more persons under this Trust Deed, including the Trustees will be interpreted as entitling or obliging them jointly and severally;
- (o) the meaning of general words is not limited by specific examples introduced by "*including*", "*for example*" or similar expressions;
- (p) a construction that would promote the purpose or object underlying this Trust Deed (whether or not stated in this Trust Deed) is to be preferred to a construction that would not promote that purpose or object;
- (q) no rule of construction applies to the disadvantage of a party to this Trust Deed because that party was responsible for the preparation of this Trust Deed or any part of it;
- (r) a reference to "\$" is to Australian currency; and
- (s) a reference to "cash" includes cash equivalents.

### 1.3 Applied DOCA Provisions and Definitions

A provision of, or definition in, the DOCA that is applied or incorporated in this Trust Deed is (as so applied or incorporated) to be interpreted in accordance with the same definitions and interpretation principles that apply to the provision or definition as it has effect in or under the DOCA unless a contrary intention appears in the application or incorporation of that provision or definition in this Trust Deed.

## 2 Commencement of this Trust Deed

This Trust Deed will take effect on the Commencing Date.

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### 3 Appointment Irrevocable

Subject to clauses 12 and 16, the appointment of the Trustees is, prior to the distribution of the whole of the Trust Fund in accordance with the provisions of this Trust Deed, irrevocable.

### 4 Declaration of Trust

#### 4.1 Declaration by the Trustees

The Trustees acknowledge and declare that they will (after deduction of any Administrators' Entitlements) hold:

- (a) the Proponent Contribution;
- (b) the Remaining Assets; and
- (c) any income accruing on the Proponent Contribution and the Remaining Assets, on the Trust established by this Trust Deed.

### 5 Name of Trust

The name of the Trust is the Quickfix Creditors' Trust.

### 6 Trustees

- (a) The Trustees must administer and distribute the Trust Fund in accordance with the provisions of this Trust Deed.
- (b) In exercising the powers as trustees and carrying out their duties under this Trust Deed:
  - (i) any function or power of the Trustees may be exercised or performed by any of them or by both of them together; and
  - (ii) the rights, benefits and obligations of the Trustees under this Trust Deed are conferred or imposed on them jointly and each of them severally.

### 7 Trustees' powers

For the purpose of performing their duties under this Trust Deed, the Trustees have all of the rights, powers, discretions and remedies granted by law to trustees including, but not limited to, the power to:

- (a) determine and admit Claims in accordance with this Trust Deed;
- (b) ensure that the obligations of the Company under this Trust Deed are fulfilled and to take such legal proceedings or other steps as the Trustees think fit to enforce those obligations;
- (c) enforce compliance with the terms of this Trust Deed;
- (d) fulfil the Trustees' obligations under this Trust Deed;
- (e) distribute the Trust Fund in accordance with the terms of this Trust Deed, including by way of interim distributions;
- (f) appoint agents to do any business or attend to any matter or affairs of the Trust that the Trustees determine, including the receipt and payment of money;

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- (g) appoint a solicitor, accountant or other professionally qualified person to advise or act for the Trustees;
- (h) compromise any Claim on such terms as the Trustees consider fit;
- (i) borrow or raise money, whether secured upon any or all of the property comprising the Trust Fund;
- (j) invest the Trust Fund in any form of investment as if the Trustees were the absolute and beneficial owners of the Trust Fund, and at any time to vary any investment;
- (k) do all those things necessary in relation to the assets of the Trust Fund that an administrator is empowered to do in relation to a company under a deed of company arrangement which incorporates the prescribed provisions contained in schedule 8A of the Regulations;
- (l) do anything that is incidental to exercising a power set out in this clause; and
- (m) do anything else that is necessary or convenient for administering the Trust.

### 8 Perpetuity period

Notwithstanding any other provision in this Trust Deed, each:

- (a) interest in property; and
- (b) Trustees' Power over or in connection with property,

created or granted by this Trust Deed that, but for this provision, might vest, take effect, or be exercisable after the expiry of 80 years commencing on the date of this Trust Deed, if it has not vested or taken effect by that date, will vest or take effect on the last day of that period, and is exercisable only on or before the last day of that period.

### 9 Making of Claims

#### 9.1 Ascertaining Creditors

- (a) So far as the Administrators have not, before the termination of the DOCA, admitted or rejected Claims under the DOCA, the Trustees shall consider the Claims for the purpose of deciding whether to admit them under this Trust Deed.
- (b) Only Claims are admissible under this Trust Deed.
- (c) Interest from the Appointment Date shall not accrue or be payable on any Admitted Claim.

#### 9.2 Determining Entitlements

- (a) The Trustees may, in their absolute discretion:
  - (i) admit all or part of any Claim;
  - (ii) reject all or part of any Claim; and
  - (iii) pay any Admitted Claim,in accordance with the provisions of this Trust Deed.

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### 9.3 Insurance Claims

- (a) Subject to clause 9.3(b), except to the extent that the Company is entitled to or receives moneys from insurers in respect of any Insurance Claim, on and from Completion, the Company is released from all Insurance Claims.
- (b) On receipt by the Company from an insurer of any moneys in respect of an Insurance Claim such moneys (after deduction of any expenses incurred by the Company of or incidental to getting in those moneys) shall be paid by the Company to the claimant of that Insurance Claim.
- (c) For the avoidance of doubt, the claimant of an Insurance Claim shall not be entitled to be paid any funds from the Trust Fund in respect of that Insurance Claim.

### 9.4 Superannuation Claims

- (a) The Trustees 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 Superannuation Guarantee Charge has been paid or is, or is to be, an Admitted Claim; and
  - (ii) the Trustees are satisfied that the Superannuation Guarantee Charge is attributable to the whole of the first-mentioned debt.
- (b) If the Trustees determine under clause 9.4(a) that the whole of the debt is not admissible to proof, the whole of that debt is extinguished.
- (c) The Trustees 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 Trustees are satisfied that the Superannuation Guarantee Charge is attributable to that part of the first-mentioned debt.
- (d) If the Trustees determine under clause 9.4(c) that part of the debt is not admissible to proof, that part of that debt is extinguished.

### 9.5 Provisions applicable to Asserted Claims

Except to the extent (if any) they are excluded or modified by or are inconsistent with the terms of this Trust Deed, subdivisions A, B, C, D and E of Division 6 of Part 5.6 of the Act (other than sections 553(1A), 553B and 556 of the Act (other than to the extent expressly incorporated)) and Regulations 5.6.37, 5.6.39 to 5.6.63 and 5.6.70 apply to this Deed with such modifications as may be necessary, including:

- (a) references to the "liquidator" to be read as references to the Trustees;
- (b) references to "winding up" and "wound up" to be read as references to the Trust; and
- (c) references to the "relevant date" to be read as references to the Appointment Date.

### 9.6 Register of Admitted Creditors

The Trustees shall maintain a list of Admitted Creditors including a register of distributions made by the Trustees under this Trust Deed to the relevant Admitted Creditors.

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### 9.7 Abandonment of Claims

Except for Claims extinguished under clauses 9.4(b) and 9.4(d), a Claimant will have abandoned, and will be taken for all purposes to have abandoned, any Claims and any other entitlements in the Trust Fund:

- (a) which are not the subject of a proof of debt lodged under and in accordance with this Trust Deed prior to the declaration of a final dividend; or
- (b) which have been rejected by the Trustees and are not the subject of any appeal or application to the Court within 21 days after the date of notification to the Claimant of the rejection.

### 10 Distributions

#### 10.1 Priority of payments

- (a) Subject to clause 10.1(c), the Trustees must distribute the Trust Fund in the following order of priority:
  - (i) first, payment of any unpaid Administrators' Entitlements to the Administrators, payment of the First Administrators' Liabilities and the Trustee Entitlements to the Trustees in accordance with the Creditors' Trust Deed;
  - (ii) secondly, to all other Priority Creditors in respect of their Admitted Claims in accordance with the priorities set out in sections 556, 560 and 561 of the Act;
  - (iii) thirdly, as to the balance of the Trust Fund, in payment of a dividend to the Admitted Creditors in respect of their Admitted Claims to be distributed rateably among the Admitted Creditors in accordance with the Admitted Creditors' Admitted Claims.
- (b) In the event that there is any balance in the Trust Fund after payment of Admitted Creditors pursuant to clause 10.1(a) above, the balance shall be paid by the Trustees to the Proponent.
- (c) The Trustees must pay the Employees in respect of Employee Claims at least equal to what the relevant Employee would have been entitled if the Trust Fund were applied in accordance with sections 556, 560 and 561 of the Act.
- (d) The Admitted Creditors are not entitled to be paid interest on their Admitted Claims.

#### 10.2 Timing of distributions

The Trustees shall distribute the Trust Fund in accordance with this clause 10 by one or more instalments as and when the Trustees determine until the Trust Fund is exhausted.

#### 10.3 Reduction in Entitlement to the extent Claimant received payment from Administrators

For the avoidance of doubt, any Entitlement of a Claimant shall be reduced by the amount, if any, that the Claimant was paid by the Administrators in respect of the same Claim.

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### 10.4 Certification of payment of Entitlements

A notice signed by the Trustees certifying that an amount paid by them to an Admitted Creditor constitutes his, her or its Entitlement will, in the absence of manifest error, be final, conclusive and binding on the Admitted Creditor.

### 11 Meetings of Claimants

#### 11.1 When meeting may be convened

The Trustees:

- (a) may at any time convene a meeting of Claimants; and
- (b) will convene a meeting of Claimants if so requested in writing by Claimants the value of whose Admitted Claims against the Company are not less than ten percent (10%) of the value of the total of all the Admitted Claims.

#### 11.2 Notice of meeting

Meetings of Claimants must be convened by the Trustees in accordance with section 445F of the Act, as though references in that section to "administrator" were references to "Trustee", references to "deed of company arrangement" and "deeds" were references to "Trust Deed", and references to "Creditors" were references to "Claimants".

#### 11.3 Conduct of meetings

Meetings convened in accordance with this clause 11 will be conducted, and voting rights determined, in accordance with sections 563A and section 600H of the Act and Regulations 5.6.16 to 5.6.36A with such modifications as are necessary, including that references to "liquidator" were references to the "Trustees", references to "winding up" and "wound up" were references to the Trust Deed and references to the "relevant date" were references to the Appointment Date.

#### 11.4 Persons entitled to attend and vote

For the purpose only of convening, holding and voting at a meeting of Claimants held under this Trust Deed:

- (a) in addition to Admitted Creditors, any person who lodges a proof of debt for the purpose of that meeting or, if no such proof of debt is lodged, a proof of debt lodged by the person for the purpose of any previous meeting of Claimants under this Trust Deed, will be entitled to attend and vote at a meeting, to the extent the person is admitted by the chairman to vote in accordance with the Regulations, as applied to the relevant meeting under clause 11.3;
- (b) Admitted Creditors who have been paid the full amount of their Claim under the Trust Deed or Claimants whose Claims have been rejected by the Trustees will not be entitled to attend and participate in the meetings of Claimants.

#### 11.5 Trustees' decision

The decision of the Trustees to admit or reject a proof of debt at any meeting of Claimants will not bind the Trustees in considering whether to admit or reject the proof of debt or any subsequent proof of debt sought to be relied on by the relevant Claimant for the purpose of any subsequent meeting or adjudication of that subsequent proof of debt. The admission



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of a proof of debt for the purpose of a meeting of Claimants will not be binding in any way on the Trustees.

### **12 Trustees may resign**

The Trustees may resign at any time by giving not less than thirty (30) days prior notice to the Company in which event the Trustees must assign, to a replacement trustee nominated by the Company the Trust Fund and the Trustees' rights under this Trust Deed.

### **13 Exclusion of liability**

- (a) The Trustees are not liable for any losses, damages, costs or expenses which may result from the exercise or attempted exercise of the Trustees' Powers in the absence of wilful default, fraud, gross negligence or breach of trust.
- (b) Where the Trustees act in reliance upon the advice of any lawyer instructed on behalf of the Trust obtained in relation to the interpretation of the provisions of this Trust Deed or any document, statute or any matter concerning the administration of the Trust, the Trustees are not liable to any person in respect of any act or omission of the Trustees in accordance with that advice.

### **14 Trustees not obliged to take action**

The Trustees shall not be obliged to take any action under this Trust Deed until such time as there are sufficient funds in their hands to pay the Trustees' Entitlements.

### **15 Remuneration, costs, liabilities and indemnities**

#### **15.1 Indemnity**

The Administrators and Trustees are indemnified and will be paid out of the Trust Fund in respect of:

- (a) any expenses, debts, fees or costs incurred by and any claims, demands or suits against the Administrators, in each case either as administrators of the DOCA or as voluntary administrators of the Company, or the Trustees in connection with the exercise of their functions or powers or the performance of their duties, obligations and responsibilities or in connection with effecting the purpose or objects underlying the DOCA or this Trust Deed, and
- (b) the Administrators' Entitlements and Trustees' Entitlements plus any GST payable in respect of those liabilities and that remuneration.

Notwithstanding the above, the Administrators and the Trustees will not be entitled to an indemnity pursuant to this clause 15.1 if the Administrators or Trustees have, or any partner, employee, authorised agent or delegate of the Administrators or Trustees has, in performing the powers, functions and duties conferred on them by the DOCA, this Trust Deed, the Act or the Regulations, acted dishonestly, negligently, in breach of duty or breach of trust, including any act or omission in respect of which this indemnity would not be allowed by reason of section 199C of the Act.

#### **15.2 Continuing indemnities**

Each of the indemnities in this clause is a continuing indemnity, notwithstanding:

- (a) the removal of the Administrators or Trustees and the appointment of new administrators or Trustees; or

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- (b) the cessation of the Deed Period; or
- (c) the termination of the DOCA or the Trust for any reason whatsoever,  
and will not:
- (d) be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Administrators or the Trustees and each indemnity will extend to cover all actions, suits, proceedings, accounts, liabilities, claims and demands arising in any way out of any defect in the appointment of the Administrators or Trustees, or any defect in the approval or execution of the DOCA, this Trust Deed or otherwise; or
- (e) affect or prejudice all or any rights that the Trustees may have against the Company or any other person to be indemnified against the costs, charges, expenses and liabilities incurred by the Trustees incidental to the exercise or performance of any of the powers or authorities conferred on the Administrators by the DOCA or on the Trustees by this Trust Deed.

### 15.3 Trustee's Lien

The Trustees are entitled to exercise a lien over the Trust Fund to secure the Trustees' rights under this clause.

## 16 Termination

### 16.1 Termination of Trust

Subject to clause 16.3 of this Trust Deed, this Trust Deed and the Trust created by it will terminate and the Trustees shall resign on the earlier of:

- (a) as practicable after the final distribution from the Trust Fund and the Trustees have received payment of the Trustees' Entitlements; or
- (b) the expiry of the perpetuity period under clause 8 of this Trust Deed.

### 16.2 Meeting of Claimants

- (a) The Trustees may convene a meeting of Claimants to consider a resolution to vary this Trust Deed or terminate this Trust if at any time prior to the termination of this Trust, the Trustees determine that it is no longer practicable or desirable to continue to implement or carry on the Trust or the Court so orders.
- (b) At the time of convening a meeting pursuant to this clause 16.2, the Trustees must send to each Claimant a report as to the state of affairs of the Trust accompanied by such financial statements as the Trustees determine. The report will include a statement:
  - (i) explaining the reasons for the Trustees convening the meeting; and
  - (ii) that the Trust will be terminated if the meeting so resolves.

### 16.3 Early termination by Claimants or Court

This Trust will terminate if:

- (a) the Court so orders; or
- (b) the Claimants pass a resolution terminating this Trust at a meeting of Claimants pursuant to clause 16.2 of this Trust Deed.

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### 16.4 Operation of Trust Deed preserved

The termination of this Trust does not affect the previous operation of this Trust Deed.

### 17 Variation

The provisions of this Trust Deed may be varied if Claimants pass a Trust Resolution varying this Trust Deed at a meeting of Claimants convened under section 445F of the Act.

### 18 Notices

A notice, demand, consent or other communication given or made under this Trust Deed (unless other express provision is made):

- (a) must be in writing and signed by the sender or a person authorised by the sender;
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand, fax or email to the address, fax number or email address below or the address, fax number or email address last notified by the intended recipient to the sender:

(c)

1. to the Company

Quickflix Limited (subject to  
Deed of Company Arrangement)  
C/- Deloitte Touche Tohmatsu,  
Tower 2, Brookfield Place, 123 St  
Georges Terrace Perth, Perth,  
Western Australia  
Attention:  
Jason Tracy  
Richard Hughes  
Fax: + 61 8 9365 7001  
Email: [jtracy@deloitte.com.au](mailto:jtracy@deloitte.com.au)  
[richughes@deloitte.com.au](mailto:richughes@deloitte.com.au)

2. to the Trustees

Jason Tracy and Richard Hughes  
C/- Deloitte Touche Tohmatsu,  
Tower 2, Brookfield Place, 123 St  
Georges Terrace Perth, Perth,  
Western Australia  
Fax: + 61 8 9365 7001  
Email: [jtracy@deloitte.com.au](mailto:jtracy@deloitte.com.au)  
[richughes@deloitte.com.au](mailto:richughes@deloitte.com.au)

(a) will be taken to be given or made:

(i) in the case of delivery in person, when delivered;

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- (ii) in the case of delivery by post, two Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and
- (iii) in the case of fax, on receipt by the sender of a transmission control report from the despatching machine showing the relevant number of pages and the correct destination fax machine number or name of recipient and indicating that the transmission has been made without error,
- (iv) in the case of email, the earlier of:
  - (A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
  - (B) the time that the email is first opened or read by the intended recipient, or an employee or officer of the intended recipient; and
  - (C) two hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that two hour period, an automated message that the email has not been delivered.

but, if the result is that a notice would be taken to be given or made:

- (1) in the case of delivery by hand, post or fax, at a time that is later than 5pm;
- (2) in the case of delivery by email, at a time that is later than 7pm; or
- (3) on a day that is not a business day,

in the place specified by the intended recipient as its postal address under clause 18, it will be conclusively taken to have been duly given or made at the start of business on the next business day in that place.

### 19 Law and Jurisdiction

This Trust Deed will be governed by and construed in accordance with the laws for the time being in force in the State of Western Australia and all persons bound by this Trust Deed submit to the exclusive jurisdiction of the Courts of that State, including any Courts having appellate jurisdiction.

### 20 Severance

Notwithstanding anything contained in any provision of this Trust Deed, if any such provision is held or found to be void, invalid or otherwise unenforceable, such provision will be deemed to be severed from this Trust Deed to the extent only that it is void, invalid or unenforceable, but the remainder of any such provision and this Trust Deed will remain in full force and effect.

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### **21 Stamp duty and GST**

#### **21.1 Stamp Duty**

The Trustees, will pay all stamp duty payable on this Trust Deed and any other document required to give effect to or contemplated by the provisions of this Trust Deed.

#### **21.2 GST**

Any GST payable by the Trustees or the Company (as the case may be) in respect of a Taxable Supply made under this Trust Deed or contemplated by this Trust Deed to another person (including any person bound by this Trust Deed), must be borne by that other person, and will be paid by that person, subject to the prior receipt of a valid tax invoice, in addition to the other consideration given by that person to the Trustees or the Company (as the case may be) for the Taxable Supply.

### **22 Counterparts**

This Trust Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument. Transmission by facsimile or by email of an executed counterpart of this Trust Deed and all documents required to be executed and delivered pursuant to this Trust Deed will be deemed to constitute due and sufficient delivery of such counterpart. The Parties agree that the party delivering such counterpart will, promptly after delivery by facsimile or email, deliver the original of such counterpart of this Trust Deed to the solicitors for the other Parties to this Trust Deed.

### **23 General**

#### **23.1 Inconsistency with the DOCA**

If there is any inconsistency between the terms of the Trust Deed and the DOCA then the Trust Deed will, to the extent of the inconsistency, prevail and the DOCA will be interpreted accordingly.

#### **23.2 Waiver**

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

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**Executed as a Deed.**

**Signed Sealed and Delivered by Jason Tracy** in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

**Signed Sealed and Delivered by Richard Hughes** in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

**Executed as a deed by Quickflix Limited (Subject to Deed of Company Arrangement ) by Jason Tracy** in his capacity as Administrator of the Company in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

Deed of Company Arrangement

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**Schedule 2**

**Business Sale Agreement**

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## Sale and Purchase Agreement

in relation to the business of Quickflix Limited (Subject to Deed of Company Arrangement)

The Allens contact for this document is Andrew Pascoe

Allens  
QV.1 Building  
250 St Georges Terrace  
Perth WA 6000  
T +61 8 9488 3700  
F +61 8 9488 3701  
[www.allens.com.au](http://www.allens.com.au)

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This Agreement is made on

**Parties**

- 1 **Quickflix Limited** (Subject to Deed of Company Arrangement) (ACN 102 459 352) of Suite 40, 460 Stirling Highway, Cottesloe, Western Australia (the **Vendor** or the **Company**).
- 2 **Jason Mark Tracy** and **Richard John Hughes** of Deloitte Touche Tohmatsu, Tower 2, Brookfield Place, 123 St Georges Terrace Perth, Western Australia in their capacity as joint and several deed administrators of the Company under the DOCA (**Deed Administrators**).
- 3 **[Nominee of Karma Media Holdings LLC]** of [insert] (the **Purchaser**).

**Recitals**

- A On 6 May 2016, the Administrators were appointed as joint and several voluntary administrators of the Company pursuant to Part 5.3A of the Act (as defined below).
- B On \_\_\_ October 2016 the Administrators, the Company and the Purchaser entered into the DOCA (as defined below) and the Administrators became the Deed Administrators under the DOCA.
- C The Vendor carries on the Business.
- D The Vendor has agreed to sell the Business to the Purchaser, and the Purchaser has agreed to buy the Business from the Vendor, on the terms of this Agreement.
- E The Deed Administrators are entering into this Agreement only in their capacity as deed administrators under the DOCA and assume no personal liability.

It is agreed as follows.

**1 Definitions and Interpretation****1.1 Definitions**

The following definitions apply unless the context requires otherwise.

**Acceptance Date** has the meaning given to it in the DOCA.

**Acquired Employee** has the meaning given in clause 11.3.

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

**Administrators** means the Deed Administrators in their capacity as voluntary administrators of the Company

**Appointment Date** means 26 April 2016.

**Assets** means the assets owned by the Vendor used for the purposes of conducting the Business at the Transfer End Date (as defined in the DOCA), including:

- (a) the goodwill of the Business;
- (b) the subscriber base including databases of any past customers of the Business;
- (c) the Plant and Equipment;
- (d) the benefit of the Contracts;
- (e) the benefit of the Leasehold Property;

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- (f) the Intellectual Property;
- (g) the Subsidiary Shares;
- (h) the NZ Receivables;
- (i) the Security Funds (if any);
- (j) all Stock; and
- (k) all other assets or rights of the Vendor directly referable to the Business, but excluding the Excluded Assets.

**Business** means the subscription and transactional streaming and DVD and Blu-ray rental subscription businesses carried on by the Vendor.

**Business Day** means a day which is not a Saturday, Sunday or a public holiday in Perth, Western Australia.

**Business Names** means the business, trade and brand names specified in Part 1 of Schedule 1.

**Business Records** means all books of account, accounts, records and data of whatever kind and all other documents relating solely to the operation of the Business or the Assets.

**Claim** means any claim, demand, legal proceeding, cause of action or arbitration including any claim, demand, legal proceeding, cause of action or arbitration:

- (l) based in contract (including breach of warranty);
- (m) based in tort (including misrepresentation or negligence);
- (n) under common law of equity; or
- (o) under statute (including the Australian Consumer Law (as contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) or as applying under any State or Territory fair trading legislation)),

whether present, ascertained or unascertained, immediate, future or contingent and in any way relating to this Agreement or the sale of Business, or any agreement entered into pursuant to this Agreement.

**Commencement Date** means the date of the DOCA.

**Completion** means the completion by the parties of the sale and purchase of the Assets under this Agreement as provided in clause 7.

**Completion Date** means:

- (p) the date set out in clause 2; or
- (q) such other date as the Vendor and the Purchaser may agree in writing.

**Contracts** means all written contracts, agreements and arrangements to which the Vendor is a party which relate to the Business, including those specified in Part 11 of Schedule 1. **Creditors' Trust Deed** has the meaning given to it in the DOCA.

**Deed Period** has the meaning given to it in the DOCA.

**DOCA** means the Deed of Company Arrangement entered into between the Company, the Administrators and the Purchaser on \_\_\_ October 2016.

**Domain Names** means all domain name licences and domain names owned or licensed by the Vendor, including those specified in Part 3 of Schedule 1, and includes any contracts between the Vendor and the person who released them.

**Employee** means an employee listed in Schedule 2.

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**Encumbered Assets** means any Asset the subject of a Security Interest.

**Excluded Assets** means:

- (a) any cash held by the Administrators at the date of execution of the DOCA excluding Security Funds;
- (b) research and development refund amounts arising from and relating to all financial years up to and including the 2016 financial year being the financial year ending 30 June 2016;
- (c) any Asset that becomes an Excluded Asset by operation of clause 9; and
- (d) receivables due to the Company prior to and up to the date of execution of the DOCA excluding:
  - (i) the receivables due from Quickflix New Zealand Limited as at the Appointment Date (**NZ Receivables**); and
  - (ii) any receivables accrued during the period the Purchaser operates the Assets of the Company in the Deed Period pursuant to the terms of the DOCA.

**Governmental Agency** means a government or a governmental, semi-governmental or judicial entity or authority. It also includes a self-regulatory organisation established under statute or a stock exchange.

**GST Amount** has the meaning given to it in clause 18.2.

**Intellectual Property** means all Intellectual Property Rights owned by the Vendor and either used or exercised in connection with the Business as at the date of this Agreement, including the items listed in Schedule 1.

**Intellectual Property Rights** means:

- (a) all rights conferred by statute, common law or in equity and subsisting anywhere in the world in relation to:
  - (i) registered and unregistered copyright;
  - (ii) inventions (including patents, innovation patents and utility models);
  - (iii) confidential information (including the right to enforce an obligation to keep information confidential), trade secrets, Technical Data and Know-how;
  - (iv) registered and unregistered designs;
  - (v) registered and unregistered Trade Marks; and
  - (vi) circuit layout designs, topography rights and rights in databases, whether or not any of these are registered, registrable or patentable;
- (r) any other rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may hereafter subsist;
- (s) any Domain Name;
- (t) any licence or other similar right from a third party to use any of the above which is capable of unilateral transfer or being sub-licensed (as the case may be) to any third party;
- (u) any Social Media Address;
- (v) any applications and the right to apply for registration of any of the above; and
- (w) any rights of action against any third party in connection with the rights included in paragraphs (a) to (u) above,

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but excluding moral rights, and similar personal rights, which by law are non-assignable.

**Interest Rate** means the Australian Bank Bill Swap Reference Rate administered by the Australian Financial Markets Association (or any other person which takes over the administration of that rate) for a three month period displayed on page BBSW of the Thomson Reuters Screen (or any replacement Thomson Reuters page which displays that rate).

**Know-how** means information, know-how and techniques (whether or not confidential and in whatever form held) including:

- (a) formulae, discoveries, design specifications, drawings, data, manuals and instructions;
- (b) customer lists, sales marketing and promotional information;
- (c) business plans and forecasts; and
- (d) technical or other expertise.

**Leases** means the leases in relation to the Leasehold Property.

**Leasehold Property** means the leasehold property specified in Schedule 3.

**Liabilities** means claims, debts, obligations, losses, liabilities, expenses, costs and damages of any kind and however arising, including penalties, fines and interest and including those which are prospective or contingent and those the amount of which for the time being is not ascertained or ascertainable.

**Non-Acquired Employee** means an Employee who does not accept an offer of employment from the Purchaser made under clause 11.1.

**NZ Receivables** has the meaning given to it in the definition of Excluded Assets.

**Patents and Designs** means the patents and industrial designs (including applications for the same) which have their particulars contained in Part 4 of Schedule 1.

**PayPal** means PayPal Australia Pty Limited (ABN 93 111 195 389)

**Plant and Equipment** means all plant, equipment, furniture, fixtures and fittings owned by the Vendor, including those items specified in Schedule 4.

**Proponent Contribution** has the meaning given to it in the DOCA.

**Purchase Price** means the amounts referred to in clauses 4.2(a) and 4.2(b) (*Proponent Contribution Payment*) of the DOCA.

**Related Body Corporate** has the meaning given to the terms *related body corporate* in the Act.

**Related Entity** has the meaning given to it in the Act.

**Representative** means in relation to a person or entity, its officers, employees, agents, advisers or financiers.

**Security Funds** means any funds held by or on behalf of the Vendor which are:

- (a) held as security for any contingent liability owed by the Administrators to PayPal; and
- (b) any monies which the Administrators are obliged to transfer to the Purchaser under clause 10.1(b) of the DOCA.

**Security Interest** means any security interest registered on the Personal Property Securities Register maintained under the *Personal Property Securities Act 2009* (Cth), the registration time for which is:

- (a) on or before the Appointment Date; or

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- (b) during the period the Proponent operates the Assets of the Company in the Deed Period (as defined in the DOCA) pursuant to the DOCA, provided such registration is made with the consent of the Purchaser.

**Social Media Addresses** means the internet accounts and web pages referred to in part 5 of Schedule 1 and includes any contracts between the Vendor and the person who released them.

**Stock** means the all stock of the Business, including those items listed in Schedule 5.

**Subsidiaries** means Quickflix New Zealand Limited and Home Screen Entertainment Pty Limited.

**Subsidiary Shares** means the shares in the Subsidiaries specified in Schedule 6.

**Technical Data** means all research materials, technical reports, test results, analyses, computer programs, computer data bases, computer and software routines, network and topology diagrams and information, working papers, drawings, specifications, formulae, manufacturing processes, recipes, operating procedures and other technical and scientific data and information of whatever kind.

**Trade Mark** has the meaning given to *trade mark* in the *Trade Marks Act 1995* (Cth).

**Transfer Conditions Precedent** has the meaning given to it in the DOCA.

**Transfer End Date** has the meaning given to it in the DOCA.

**Trustees** has the meaning given to it in the DOCA.

**Vendor's Fund Trust Deed** means the trust deed dated [ ] governing the Vendor's Superannuation Fund as amended and for the time being in force.

**Vendor's Superannuation Fund** means the [ ] (ABN [ ]), being the superannuation fund established under the Vendor's Fund Trust Deed.

## 1.2 Interpretation

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.
- (c) Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or a relevant part of it.
- (d) The following rules apply unless the context requires otherwise
- (i) The singular includes the plural, and the converse also applies.
  - (ii) A gender includes all genders.
  - (iii) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
  - (iv) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
  - (v) A reference to a clause, Schedule is a reference to a clause of, or Schedule to, this Agreement.
  - (vi) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document.



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- (vii) A reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form.
- (viii) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (ix) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (x) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (xi) A reference to an *agreement* includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a *document* includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (xii) A reference to *dollars* or \$ is to Australian currency.
- (xiii) A reference to time is to the time in Perth, Western Australia.
- (xiv) A *month* means a calendar month.

### 1.3 Best endeavours or reasonable endeavours

A reference to a party using or obligation on a party to use its best endeavours or reasonable endeavours does not oblige that party to:

- (a) pay money:
  - (i) in the form of an inducement or consideration to a third party to procure something (other than the payment of immaterial expenses or costs, including costs of advisers, to procure the relevant thing); or
  - (ii) in circumstances that are commercially onerous or unreasonable in the context of this Agreement;
- (b) provide other valuable consideration to or for the benefit of any person; or
- (c) agree to commercially onerous or unreasonable conditions.

### 1.4 Consents or approvals

If the doing of any act, matter or thing under this Agreement is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion unless expressly provided otherwise.

### 1.5 Method of payment

All payments required to be made under this Agreement must be tendered at the recipient's option either by:

- (a) drafts or cheques drawn by a bank as defined in the *Banking Act 1959* (Cth); or
- (b) by way of direct transfer of immediately available funds to the bank account nominated in writing by the party to whom the payment is due,

and by not later than 2pm Perth time on the due date for payment. Any payment tendered under this Agreement after 2pm Perth time on any date will be taken to have been made on the next succeeding Business Day (the **deemed payment date**) after the date on which payment was

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tendered, and if the deemed payment date is after the relevant due date for payment, interest will accrue under clause 1.6 accordingly.

### 1.6 Interests on amounts payable

If any party fails to pay any amount payable by it under or in accordance with this Agreement (including the Purchase Price) that party must, if demand is made, pay simple interest on that amount from the due date for payment until that amount is paid in full at the rate per annum which is the sum of the Interest Rate on the date on which the payment was due, plus a margin of 3%, calculated daily. The right to require payment of interest under this clause is without prejudice to any other rights the non-defaulting party may have against the defaulting party at law or in equity.

## 2 Operation of this Agreement

This Agreement takes effect immediately upon the Transfer End Date. The first Business Day following the Transfer End Date shall be the Completion Date for the purposes of this Agreement.

## 3 Sale of Business

### 3.1 Sale and purchase

The Vendor as legal and beneficial owner sells the Assets and the Purchaser buys the Assets on the terms set out in this Agreement and, other than the Encumbered Assets, free of any encumbrances or security interests.

### 3.2 Title and property

Title to and property in the Assets:

- (a) until Completion, remains solely with the Vendor; and
- (b) subject to the provisions of this Agreement, passes to the Purchaser with effect on and from Completion.

## 4 Price and Payment

### 4.1 Payment of Purchase Price

In consideration for the sale of the Assets on the terms set out in this Agreement, the Purchaser shall pay the Purchase Price to the Vendor.

### 4.2 Acknowledgements

- (a) As at the Transfer End Date, the Deed Administrators acknowledge that:
  - (i) the Proponent Contribution was paid by the Purchaser in part consideration for the transfer of Shares contemplated by the DOCA;
  - (ii) the Transfer Conditions Precedent have not been satisfied and the transfer of the Shares contemplated by the DOCA has not occurred.
- (b) At Completion, the Purchaser directs the Deed Administrators to apply the Proponent Contribution in satisfaction of its obligations pursuant to clause 4.1.
- (c) The Deed Administrators acknowledge that they have received the Purchase Price from the Purchasers.

## 5 Warranties and Representations

### 5.1 No warranties by the Vendor

To the maximum extent permitted by law, the Vendor:

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- (a) does not make any representation or give any warranty; or
  - (b) will not in the future make any representation or give any warranty,
- as to the Business, the Assets, or any matter or thing under or in relation to this Agreement.

**5.2 Other warranties and conditions excluded**

Except as expressly set out in this Agreement, all terms, conditions, warranties and statements, (whether express, implied, written, oral, collateral, statutory or otherwise) relating to the Assets or the Business are excluded to the maximum extent permitted by law and, to the extent they cannot be excluded, the Vendor disclaims all Liability in relation to them to the maximum extent permitted by law.

**5.3 Sale "as is, where is"**

- (a) Without limiting anything else in this clause 5, the Purchaser accepts and acknowledges that the Assets and the Business are sold on an "as is, where is" basis, with all faults or defects (if any), whether or not apparent. The Purchaser waives any rights that it might otherwise have in respect of the quality or suitability of the Assets or the Business.
- (b) The Purchaser accepts any Liabilities, obligations, requisitions, directions, recommendations and notices which may now or in the future be outstanding regarding the condition of the Assets. The Purchaser indemnifies the Vendor against any costs, expenses or Liabilities incurred by the Vendor in respect of the condition of the Assets that relate to the period from the Commencement Date.
- (c) The Purchaser accepts and acknowledges that the Encumbered Assets will be transferred to the Purchaser subject to the Security Interests.

**5.4 Purchaser's acknowledgments**

The Purchaser acknowledges and agrees that:

- (a) except as expressly set out in this Agreement, none of the Vendor, the Vendor's Representatives, the Administrators nor any other person acting on behalf of or associated with the Vendor (including the Administrators and any entities, partners, employees or other persons associated with the Administrators) has made any representation, given any advice or given any warranty or undertaking, promise or forecast of any kind in relation to the Assets, the Business or this Agreement;
- (b) without limiting clause 5.4(a), no representation, no advice, no warranty, no undertaking, no promise and no forecast is given in relation to:
  - (i) any economic, fiscal or other interpretations or evaluations by the Vendor or the Administrators or any person acting on behalf of or associated with the Vendor or the Administrators;
  - (ii) future matters, including future or forecast costs, prices, revenues or profits;
- (c) without limiting clauses 5.4(a) or 5.4(b), no statement or representation:
  - (i) has induced or influenced the Purchaser to enter into this Agreement or agree to any or all of its terms;
  - (ii) has been relied on in any way as being accurate by the Purchaser;
  - (iii) has been warranted to the Purchaser as being true; or
  - (iv) has been taken into account by the Purchaser as being important to the Purchaser's decision to enter into this Agreement or agree to any or all of its terms;

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- (d) it has competently and diligently carried out all relevant investigations and has examined and acquainted itself concerning:
  - (i) all information which is relevant to the risks, contingencies and other circumstances which could affect its decision to enter into this Agreement; and
  - (ii) all amounts payable between the parties under this Agreement; and
- (e) it is aware of any and all authorisations or licences it is or may be required to hold or obtain from any person or Governmental Agency to receive, hold or enjoy the benefit of the Assets, and the Vendor and the Administrators make no representation in relation thereto.

**5.5 No Claim**

- (a) The Purchaser will not be entitled to:
  - (i) make any Claim for compensation or damages or seek any reduction in the Purchase Price;
  - (ii) make any objection; or
  - (iii) be discharged from the purchase or otherwise terminate this Agreement, in respect or because of:
    - (A) any reservation, encumbrance, lien or interest to which this sale is made subject;
    - (B) any error, misstatement or omission in the description or particulars of the Assets in this Agreement;
    - (C) any liability, obligation, requisition, direction, recommendation or notice relating to the Assets;
    - (D) any matter upon which:
      - (1) the Vendor gives no warranty pursuant to the terms of this Agreement;
      - (2) the Purchaser has satisfied itself; or
      - (3) the Purchaser states that it has not relied, including any statement, representation or warranty,as set out in this Agreement; or
  - (iv) any Liability, Claim, loss or expense of any kind caused directly or indirectly by the Assets or any inadequacy of or defect in them.

**5.6 Statutory actions**

To the maximum extent permitted by law, the Purchaser agrees not to make and waives any right it might have to make any Claim against the Vendor or any of its Representatives under:

- (a) Part 7.10 of the *Corporations Act*;
- (b) the *Australian Securities and Investments Commission Act 2001* (Cth) in connection with a breach of section 12DA of that Act;
- (c) the Australian Consumer Law (as contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and equivalent State and Territory fair trading legislation),

or any corresponding or similar provision of any Australian State or Territory legislation or any similar provision of any legislation in any relevant jurisdiction or any other applicable laws.

## 6 Purchaser's Warranties

### 6.1 Purchaser's Warranties [*Drafting note. These warranties may be amended to reflect a foreign buyer.*]

The Purchaser represents and warrants to the Vendor that, as at the date of this Agreement and at Completion, each of the following (collectively the **Purchaser's Warranties**) is correct:

- (a) The Purchaser is duly incorporated and validly exists under the law of its place of incorporation.
- (b) The Purchaser is not insolvent and no receiver has been appointed over any part of its assets and no such appointment has been threatened.
- (c) The Purchaser is not in liquidation and no proceedings have been brought or threatened for the purpose of winding up the Purchaser.
- (d) To the best of the Purchaser's knowledge and belief, there are no facts, matters or circumstances which give any person the right to apply to liquidate or wind up the Purchaser.
- (e) No administrator has been appointed to the Purchaser nor has any deed of company arrangement been executed or proposed in respect of the Purchaser.
- (f) The execution and delivery of this Agreement has been properly authorised by all necessary corporate action of the Purchaser.
- (g) The Purchaser has full corporate power and lawful authority to execute and deliver this Agreement and to consummate and perform or cause to be performed its obligations under this Agreement and each transaction contemplated by this Agreement to be performed by it.
- (h) This Agreement constitutes a legal, valid and binding obligation of the Purchaser, enforceable in accordance with its terms by appropriate legal remedy.
- (i) The execution, delivery and performance by the Purchaser, of this Agreement and each transaction contemplated by this Agreement does not or will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:
  - (i) any provision of the constitution of the Purchaser;
  - (ii) any material term or provision of any security arrangement, undertaking, agreement or deed; or
  - (iii) any writ, order or injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it is bound.

### 6.2 Continued operation

The Purchaser's Warranties will remain in full force and effect after the Completion Date despite Completion.

## 7 Completion

### 7.1 Place of Completion

Completion will take place at the offices of the Administrators in Perth, or such other place agreed by the parties.

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Completion must take place on the Completion Date.

**7.3 Completion Events**

At Completion, the Vendor must deliver, or make available, to the Purchaser (if not delivered to the Purchaser prior to Completion):

- (a) the secure transfer numbers from ASIC to enable the Purchaser to register the Business Names in the ASIC Business Names Register;
- (b) duly executed deeds of assignment of the Trade Marks and the Patents and Designs together with any certificates of registration for them;
- (c) duly executed deeds of assignment of the Leases, together with such consents of the respective lessors as the Vendor has been able to obtain by that time (if any);
- (d) a duly executed deed of assignment of the Contracts, together with such consents of the counterparties of those Contracts (to the extent such consent is required under a Contract) as the Vendor has been able to obtain by that time (if any);
- (e) duly executed direction to Netregistry to register the transfer of the Domain Names, all relevant registry keys and other details necessary to enable the Purchaser to utilise the Domain Names, including any details necessary to enable the Purchaser to alter the administrative, technical and billing contact details in relation to the Domain Names;
- (f) duly executed instruments of transfer of the Subsidiary Shares in favour of the Purchaser, together with the share certificates relating to such shares and the minute books, statutory books and registers, books of account, annual statements, corporate key numbers, trading and financial records, copies of taxation returns and other documents and papers, and any common seal, duplicate seal or official seal, of the Subsidiaries if and to the extent same are in the possession of the Administrators;
- (g) the Security Funds; and
- (h) any other document reasonably required by the Purchaser to vest full ownership, title, possession and benefit of the Assets to the Purchaser.

**7.4 Completion of sale and purchase**

Completion of the sale and purchase of each Asset is dependent on the simultaneous completion of the sale and purchase of each other Asset.

**7.5 Purchaser must co-operate**

The Purchaser must cooperate fully with the Vendor in endeavouring to obtain all consents and other approvals which may be required or contemplated in connection with the transactions provided for in this Agreement.

**8 Contracts****8.1 Purchaser entitled to benefit of Contracts**

As from Completion, the Purchaser is entitled to the benefit of the Contracts.

**8.2 Novation or assignment of the Contracts (other than Leases)**

- (a) Except in the case of Contracts which are the Leases, the Vendor must use reasonable endeavours to assist the Purchaser to obtain the consent of the other parties to the

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Contracts (where consent is required) to the novation or assignment of those Contracts to the Purchaser.

- (b) Nothing in paragraph 8.2(a) will require the Vendor to pay any money or provide any other valuable consideration to or for the benefit of any person or otherwise take action which would or is reasonably likely to impact adversely on or otherwise be contrary to the interests of the Vendor.

### 8.3 Novation or Assignment of Leases

- (a) The Purchaser may request the Vendor by notice in writing to procure an assignment of the Leases from the Vendor to the Purchaser.
- (b) If the Purchaser serves a notice on the Vendor in accordance with clause 8.3(a), the Purchaser and the Vendor will use their reasonable endeavours to procure an assignment of the relevant Lease from the Vendor to the Purchaser.

### 8.4 Assumption of responsibility for Contracts

The Purchaser must perform and comply with the terms of, all Contracts (including those which have not been or cannot be novated or assigned) on behalf of the Vendor, but at the risk and expense of the Purchaser.

## 9 Assignment of Encumbered Assets

In relation to any Encumbered Asset:

- (a) if, under the terms of the applicable Security Interest, the Vendor is not prohibited from transferring the Encumbered Asset subject to the Security Interest, then the Vendor will transfer the Asset, and the Purchaser will acquire the Encumbered Asset, subject to the Security Interest; and
- (b) if the Vendor is prohibited from transferring the Encumbered Asset subject to the Security Interest, then that Encumbered Asset shall be deemed to be an Excluded Asset for the purposes of this Agreement. For the avoidance of doubt, if an Encumbered Asset is an Excluded Asset by operation of this clause, the Purchase Price will not be adjusted by reason of that Encumbered Asset being an Excluded Asset.

## 10 Liabilities of the Business

### 10.1 Assumption of Liabilities

- (a) Notwithstanding the provisions of clause 8 or any deed of novation or assignment entered into in connection with this Agreement, on and from Completion the Purchaser accepts and assumes responsibility for all Liabilities in connection with the Assets which arise on account of conduct, facts, matters or circumstances that occur on or after Completion. For the avoidance of doubt, save for the Liabilities of the Proponent arising under the DOCA and the Liabilities accepted and incurred by the Proponent in accordance with the DOCA, the Purchaser does not accept or assume any Liabilities in connection with the Assets which arise on account of conduct, facts matters or circumstances which occurred or existed on or before Completion.
- (b) If a claim is made by a third party against the Vendor or the Administrators in relation to a Liability assumed by the Purchaser under paragraph Error! Reference source not found., the Vendor or the Administrators (as the case may be) must do each of the following:
- (i) promptly give the Purchaser details of the claim including details of the fact, circumstance or matter giving rise to the claim, the nature of the claim, the calculation of the Liability arising from the claim and any further related information of which the Vendor or the Administrators (as the case may be) become aware;
  - (ii) not make any admission of liability, agreement or compromise with any person in relation to the claim without first consulting with and obtaining the approval of the Purchaser; and
  - (iii) at the Purchaser's expense, take all action in good faith and with due diligence that the Purchaser, acting reasonably and in consultation with the Vendor and Administrators, directs to avoid, remedy or mitigate the loss, including legal proceedings and disputing, defending, appealing or compromising the claim and any adjudication of it.

The Purchaser will indemnify the Vendor and the Administrators against the costs incurred by them in respect of action taken by the Vendor or the Administrators at the Purchaser's direction under paragraph (b)(iii).

### 10.2 Indemnity in respect of Liabilities

The Purchaser indemnifies the Vendor and the Administrators and agrees to hold them harmless from and against Liabilities incurred directly from or in relation to a breach by the Purchaser of clause 10.1.

## 11 Employees

### 11.1 Purchaser must offer employment

At least [\*] days before the Transfer End Date, the Purchaser must make or procure an offer of employment to each Employee. Such offer of employment must include an explanation that the Employee will remain in the Vendor's Superannuation Fund for an interim period only and will then be transferred to arrangements nominated by the Purchaser.



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**11.2 Terms and conditions of offer**

The offers must be for employment conditional on Completion and with effect from the Completion Date on terms and conditions substantially similar to and considered on an overall basis no less favourable to the employee than those under which each is employed by the Vendor on the Completion Date including that:

- (a) the Employee will continue to be entitled to the benefit of any award or industrial agreement that applied to them immediately prior to the Completion Date to the same extent as would have applied if the Employee had remained an employee of the Vendor;
- (b) service with the Purchaser will be treated as continuous with any period of service (including any period of service deemed by law or contract) which the Employee has had with the Vendor immediately before the Completion Date (including for the purpose of accessing unfair dismissal rights under the *Fair Work Act 2009*); and
- (c) the Purchaser will from the Completion Date assume liability for each Employee's accrued entitlement to annual leave (including applicable loadings), long service leave, personal leave (comprising sick leave, carer's leave and compassionate leave) and any other leave entitlements.

**11.3 Release of employee**

If an employee accepts an offer of employment (an **Acquired Employee**) then the Vendor must release that employee from his or her employment effective from the Completion Date.

**11.4 Parties must use best endeavours**

Each party must use its best endeavours to ensure that all of the Employees accept the offers made.

**11.5 Schedule of entitlements**

On Completion, the Vendor must deliver to the Purchaser a schedule setting out against each Acquired Employee the respective amounts for accrued annual leave, long service leave, personal leave (comprising sick leave, carer's leave and compassionate leave) and any other accrued leave entitlements.

**11.6 Continuity of service**

The Purchaser agrees that, subject to any relevant statute, industrial agreement or award, for the purposes of calculating:

- (a) annual leave;
- (b) long service leave;
- (c) personal leave (comprising sick/carer's leave and compassionate leave);
- (d) parental leave; and
- (e) redundancy or other benefits arising as a result of termination of employment,

arising under any statute, award, industrial agreement or contract of employment between the Purchaser and an Acquired Employee, the period of service (including any period of service deemed by law or contract) which the Acquired Employee has had with the Vendor immediately before the commencement of employment with the Purchaser is to be deemed service with the Purchaser and the continuity of the period of service of the Acquired Employee will not be broken merely because the Acquired Employee ceases to be an employee of the Vendor and becomes an employee of the Purchaser. This clause will not apply to any entitlement of an Acquired Employee which has been discharged by a payment from the Vendor.

**Allens < Linklaters****11.7 Continued operation of awards and enterprise agreements**

The Purchaser agrees that, notwithstanding any relevant statute permitting the Purchaser to do otherwise, the Purchaser will continue to abide by the terms of an award or industrial agreement that applied to an Acquired Employee immediately prior to the date on which the Acquired Employee's employment with the Purchaser commences to the same extent as would have applied if the Acquired Employee had remained an employee of the Vendor.

**11.8 Later employment of Non-Acquired Employees by Purchaser**

Unless the Vendor agrees otherwise in relation to a particular Non-Acquired Employee, where:

- (a) a Non-Acquired Employee becomes employed by the Purchaser, or any Related Body Corporate of the Purchaser, within 12 months after Completion; or
- (b) the services of a Non-Acquired Employee are provided directly or indirectly to the Purchaser, or to any Related Body Corporate of the Purchaser, through any relationship of employment, consultancy or other arrangement where that person's services are made available to the Purchaser, within 12 months after Completion,

the Purchaser must indemnify the Vendor against and reimburse the Vendor for all Liabilities arising out of the termination of that person's employment with the Vendor, including severance or redundancy payments and payments in lieu of notice, annual leave and long service leave entitlements.

**11.9 Vendor not responsible for redundancy claims**

The Purchaser must do all things reasonably necessary to ensure that no Acquired Employee has any grounds for claiming that he or she has been made redundant by the Vendor as a consequence of Completion, or any act incidental to or consequent upon Completion, and must indemnify the Vendor in relation to any Liabilities arising in connection with any alleged or actual redundancy of any such Acquired Employee, however arising and whether or not the Purchaser has complied with its obligations under this clause.

**11.10 Indemnity by Purchaser against claims**

The Purchaser must indemnify the Vendor against all claims for salary and wages (including any allowances or benefits), annual leave (including applicable loadings), and other leave entitlements which are or may become payable to any Acquired Employee under any contract of employment, award, industrial agreement or statutory entitlement.

**11.11 Purchaser must notify WorkCover**

The Purchaser must notify the relevant WorkCover authorities of the States where the Business is conducted as soon as practicable after the Completion Date that it has become the employer of each of the Acquired Employees and from the Completion Date the Purchaser will be liable to make the weekly compensation payments (if any) under the relevant Accident Compensation Acts in respect of the Acquired Employees.

**12 Superannuation**

The Purchaser must offer each Acquired Employee membership, with effect from the Completion Date, of a superannuation fund which provides benefits which are no less favourable overall than those offered to that Acquired Employee by the Vendor's Superannuation Fund immediately before the Completion Date. This clause is subject to the Purchaser's obligations under any award or industrial agreement applicable in respect of the Acquired Employee, in which case the Purchaser's offer must be consistent with the award or industrial agreement (as the case may be).

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**13 Books and Records**

All Business Records will become the property of the Purchaser at Completion except where they are required by law to be kept by the Vendor. As from Completion, each party must allow the other to have access at all reasonable times to the Business Records and to take extracts from or copies of them.

**14 Confidentiality****14.1 Confidentiality**

Subject to clause 14.3, a party must not disclose, or use for a purpose other than contemplated by this Agreement, any unpublished information or documents supplied by another party in connection with this Agreement (**Confidential Information**).

**14.2 Purchaser's investigation**

Subject to clause 14.3, any confidential information obtained by the Purchaser in connection with the Business must be kept confidential:

- (a) until the Completion Date; and
- (b) after the Completion Date, if Completion does not occur.

**14.3 Permitted disclosure**

- (a) A party may disclose any Confidential Information:
  - (i) to another party to this Agreement;
  - (ii) under corresponding obligations of confidence as imposed by this clause, to persons which control or are controlled by the party within the meaning of the Corporations Act, and the employees, legal advisors or consultants of such persons;
  - (iii) which is at the time lawfully in the possession of the proposed recipient of the Confidential Information through sources other than another party, or a Related Body Corporate of another party, to this Agreement;
  - (iv) in enforcing this Agreement or in a proceeding arising out of or in connection with this Agreement;
  - (v) if required under a binding order of a Governmental Agency or under a procedure for discovery in any proceedings;
  - (vi) if required under any law or any administrative guideline, directive, request or policy whether or not having the force of law;
  - (vii) as required or permitted by this Agreement;
  - (viii) to its legal advisers, its insurers and its consultants; or
  - (ix) with the prior written consent of the party which originally supplied that Confidential Information in connection with this Agreement.

**14.4 Public announcements**

Except as required by law or the rules of any stock exchange, all press releases and other public announcements relating in any way to this Agreement must be in terms agreed by the parties.

**14.5 Survival of obligation**

This clause survives the termination of this Agreement.

## 15 Privacy

- (a) The Purchaser must (as though it was subject to the Privacy Act) comply with the Australian Privacy Principles in respect of any Personal Information that the Vendor or any of its Representatives discloses to the Purchaser. The Purchaser must impose an obligation in the terms of this clause on any person who purchases any part of the Business from the Purchaser.
- (b) The Purchaser must indemnify and hold harmless the Vendor and its Related Bodies Corporate, and the officers and employees of the Vendor and its Related Bodies Corporate, from and against any and all actions, claims, losses, damages, costs, expenses and other liabilities (including under section 16C of the *Privacy Act 1988* (Cth)) suffered or incurred by any of them and arising out of the Purchaser's failure to comply with its obligations under paragraph (a).
- (c) This clause 15 will survive the Completion, expiry or termination of this Agreement for any reason whatsoever. In this clause 15 **Personal Information** means 'personal information' as defined in the *Privacy Act 1988* (Cth).

## 16 Remedies

### 16.1 Remedies of the Vendor

- (a) If the Purchaser fails to comply with any term of this Agreement, without limiting the remedies available to the Vendor at law or in equity, the Vendor may do any or all of the following:
  - (i) keep the deposit paid in accordance with clause 4.2(a) of the DOCA; and
  - (ii) sue the Purchaser for breach,and, in addition if the Purchaser has failed to comply with any material term of this Agreement on or before Completion, the Vendor may also do any or all of the following without further notice to the Purchaser:
  - (iii) terminate this Agreement; and
  - (iv) resell the Assets or any of them by any means the Vendor determines and recover from the Purchaser any amount by which the proceeds of such sale (less all incidental expenses) is less than the Purchase Price (including interest on the Purchase Price calculated in accordance with clause 1.6).
- (b) On termination of this Agreement by the Vendor, the Vendor is discharged from any further obligation or Liability under this Agreement.

## 17 Personal Liability

### 17.1 Limitation of Liability

The parties agree that, despite any other provision in the Agreement:

- (a) no employee of the Vendor will bear any Liability to the Purchaser in respect of this Agreement or the transactions contemplated by this Agreement, other than for an act of fraud by that person;
- (b) no existing, future or former director or officer of the Vendor and no current adviser of the Vendor advising in its capacity as such in relation to the transactions contemplated by this Agreement, will be liable to the Purchaser in respect of any act, matter or thing which occurred before, at or after Completion, other than an act of fraud or wilful misconduct by that person;

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- (c) none of the Administrators or any entities associated with the Administrators will bear any Liability, personal or otherwise, to the Purchaser in respect of this Agreement, the transactions contemplated by this Agreement, or any act, matter or thing which occurred before, at or after Completion; and
- (d) references to the Vendor and Purchaser in paragraphs (a) and (b) include their respective Related Entities (if any) and their Representatives.

**17.2 Appointment of the Administrators and limitations on their liability**

The Purchaser:

- (a) acknowledges that the Administrators execute this document as administrators, and agent, of the Vendor;
- (b) acknowledges that nothing contained in this Agreement (expressly or by implication) or otherwise constitutes a warranty or representation by the Administrators or any entity associated with the Administrators as to any matter or thing;
- (c) agrees that it will not sue the Administrators or any entity associated with the Administrators, commence or permit to be commenced in its name or continue any proceedings against the Administrators or any entity associated with the Administrators of any nature whatsoever and in any way related to any matter or thing arising under this Agreement; and
- (d) releases the Administrators and each entity associated with the Administrators from all Claims it may have or claim to have or, but for this release, might have had against the Administrators or any entity associated with the Administrators connected with or arising out of this Agreement.

**17.3 Third Party Benefit**

The persons referred to in clauses 17.1(a), 17.1(b), 17.1(c) and 17.1(d) are entitled to the benefit of this clause 17 and, to the extent they are not party to this Agreement, the relevant Vendor holds such benefit on trust for those persons and that Vendor is entitled to enforce this clause 17 on behalf of those persons.

**18 GST****18.1 Going concern**

- (a) The parties agree that the supply of the Assets pursuant to this Agreement is the supply of a going concern for the purposes of the GST law.
- (b) The Purchaser warrants that, as at the date of this Agreement and at Completion, it is registered for the purposes of the GST law.
- (c) If, despite clause 18.1(a), the supply of all or any part of the Assets is not the supply of a going concern for GST purposes and is a taxable supply:
  - (i) the Purchaser must also pay the GST Amount as additional consideration for that supply;
  - (ii) in addition to the GST Amount, the Purchaser must pay to the Vendor all interest, fines, penalties, charges, and additional amounts payable as a result of the supply being incorrectly treated in whole or in part as the supply of a going concern or as a result of the GST payable on the supply being paid late or as a result of the GST Amount being paid late;

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- (iii) the Purchaser must pay to the Vendor the amounts payable by the Purchaser pursuant to this clause upon demand; and
- (iv) it will not be a defence to any claim against the Purchaser pursuant to this clause that the Vendor (or the representative member of any GST group of which the Vendor is a member) has failed to mitigate damages by paying an amount of GST when it fell due under the GST law.

### 18.2 Recovery of GST

If GST is payable, or notionally payable, on a supply made under or in connection with this Agreement, the party providing the consideration for that supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that supply (the **GST Amount**). Subject to the prior receipt of a tax invoice, the GST Amount is payable at the same time that the other consideration for the supply is provided. This clause does not apply to the extent that the consideration for the supply is expressly stated to be GST inclusive or the supply is subject to reverse charge.

### 18.3 Liability net of GST

Where any indemnity, reimbursement or similar payment under this Agreement is based on any cost, expense or other liability, it shall be reduced by any input tax credit entitlement, or notional input tax credit entitlement, in relation to the relevant cost, expense or other liability.

### 18.4 Adjustment events

If an adjustment event occurs in relation to a supply made under or in connection with this Agreement, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.

### 18.5 Survival

This clause will not merge upon completion and will continue to apply after expiration or termination of this Agreement.

### 18.6 Definitions

Unless the context requires otherwise, words and phrases used in this clause that have a specific meaning in the GST law (as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) shall have the same meaning in this clause.

## 19 Power to execute this Agreement

The Administrators are authorised to execute this Agreement on behalf of the Company.

## 20 No Merger

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this Agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing a transaction.

## 21 Assignment

No party cannot assign, charge, create a security interest over, encumber or otherwise deal with any of its rights or obligations under this Agreement, or attempt or purport to do so, without the prior written consent of the other party.

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**22 Amendment**

This Agreement may be amended only by another deed executed by all the parties.

**23 Further Assurances**

Each party must do anything necessary (including executing agreements and documents) to give full effect to this Agreement and the transactions contemplated by it.

**24 Entire Agreement**

This Agreement and the DOCA contain the entire agreement between the parties with respect to its subject matter. They set out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the parties and supersede all earlier Conduct by or between the parties in connection with its subject matter.

**25 No Waiver**

A failure to exercise or a delay in exercising any right, power or remedy under this Agreement does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing. For the avoidance of doubt, the doctrine of affirmation by election will not apply to any failure by a party to exercise, or delay by a party in exercising, any right, power or remedy under this Agreement.

**26 Severability of Provisions**

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

**27 Notices**

Any notice, demand, consent or other communication (a **Notice**) given or made under this Agreement:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender (or in the case of email, set out the full name and position or title of the sender or person duly authorised by the sender);
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand, fax or email to the address, fax number or email address below or the address, fax number or email address last notified by the intended recipient to the sender:

(i) to the Administrators: Address: C/- Deloitte Touche Tohmatsu,  
Tower 2, Brookfield Place, 123  
St Georges Terrace, Perth,  
Western Australia

Fax No: [\*]

Email: [\*]

[\*]

Attention: Jason Tracy / Richard Hughes

## Allens &amp; Linklaters

(ii) to the Vendor: Address: Quickflix Limited (subject to Deed of Company Arrangement)  
C/- Deloitte Touche Tohmatsu,  
Tower 2, Brookfield Place, 123  
St Georges Terrace, Perth,  
Western Australia

Fax No: [\*]  
Email: [\*]  
[\*]  
Attention: Jason Tracy / Richard Hughes

(iii) to the Purchaser: Address: [\*]  
Fax No: [\*]  
Email: [\*]  
Attention: [\*]

- (c) will be conclusively taken to be duly given or made:
- (i) in the case of delivery in person, when delivered;
  - (ii) in the case of delivery by post, two business days after the date of posting (if posted to an address in the same country) or seven business days after the date of posting (if posted to an address in another country);
  - (iii) in the case of fax, on receipt by the sender of a transmission control report from the despatching machine showing the relevant number of pages and the correct destination fax number or name of recipient and indicating that the transmission has been made without error; and
  - (iv) in the case of email, the earlier of:
    - (A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
    - (B) the time that the email is first opened or read by the intended recipient, or an employee or officer of the intended recipient; and
    - (C) two hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that two hour period, an automated message that the email has not been delivered,

but if the result is that a Notice would be taken to be given or made on a day that is not a business day in the place to which the Notice is sent or at a time that is later than 5pm in the place to which the Notice is sent, it will be conclusively taken to have been duly given or made at the start of business on the next business day in that place.

## 28 Governing Law and Jurisdiction

This Agreement is governed by the laws of Western Australia. In relation to it and related non-contractual matters each party irrevocably submits to the non-exclusive jurisdiction of courts with jurisdiction there, and waives any right to object to the venue on any ground.



Allens › Linklaters

**29 Counterparts**

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

## Allens &lt; Linklaters





## Schedule 1

## Intellectual Property [Karma to advise]

## Part 1 (Business Names)

[Insert details of Business Names]

## Part 2 (Trade Marks)

Trade Mark Number	1455660	1455661	1550730	1550731
Word	Q QUICKFLIX	Q QUICKFLIX	Q QUICKFLIX	Q QUICKFLIX
Image				
Entered on Register	07/08/2013	07/08/2013	21/01/2015	21/01/2015
Classes	35, 38, 41	35, 38, 41	9, 38	9, 38
Status	Registered / Protected	Registered / Protected	Registered / Protected	Registered / Protected

## Part 3 (Domain Names)

Domain name	Expiration
quickflix.com.au	February 2018
qfxmail.net	February 2017
qfx.net.nz	February 2017
quickflicks.com.au	April 2017
quickflixuat.com.au	May 2017
qfx.net.au	June 2017
homescreen.com.au	October 2017
quickflixuat.co.nz	May 2018
quickflix.co.nz	December 2016
quickflix.tv	November 2016

## Part 4 (Patents and Designs)

None

## Part 5 (Social Media Addresses)

- 1 <https://twitter.com/quickflix>
- 2 <https://www.facebook.com/quickflix>

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**Part 6 Source Code**

All 20+ source code repositories that cover:

- 1 Qfx Websites (Public AU, Streaming AU, DVD AU, Streaming NZ, Offer website, Investors website)
- 2 APIs & business logic (SonyBravia, DVD, Member, Discovery, Content, Device, Exception logging, Email)
- 3 CRM
- 4 Director
- 5 TaskExecuter
- 6 Xbox client
- 7 Xbox 360 app
- 8 PS3\PS4 App
- 9 Samsung Apps (2)
- 10 Panasonic apps (4)
- 11 Android Client app
- 12 Quickflix PC\Mac out of browser app
- 13 Sony CEB app
- 14 TIVO
- 15 Regression test cases
- 16 Windows 8 App
- 17 Windows 8 phone app

**Part 7 Reporting Process**

- 1 Sql server reporting services reports
- 2 Tableau reports
- 3 ETL nightly scripts and jobs
- 4 OEM\Studio monthly reporting scripts and reports
- 5 Excel spreadsheets

**Part 8 Data**

- 1 MS SQL Databases (Quickflix, QFX, QfxDigital, QfxContentScheduling, QfxReports, QfxDataStaging, Exceptions, QfxEmailHistory )
- 2 Oracle databases (Verimatrix DRM)
- 3 Exacttarget unsubscribe lists
- 4 Office 365 One Drive assets
- 5 Office 365 Email
- 6 On premise corporate files

**Allens & Linklaters****Part 9 Configuration Assets**

- 1 Nightly build scripts
- 2 Deployment scripts (octopus tool)
- 3 Exact target integration artefacts (SSIS)
- 4 Xbox Live configurations for Xbox 360\Xbox one apps
- 5 TIVO configurations
- 6 JIRA\Confluence configuration
- 7 Verimatrix DRM infrastructure configuration
- 8 SEQ logging configurations
- 9 Telephony and IT network configurations

**Part 10 Third Party Configurations and Websites login details**

- 1 Exacttarget configurations
- 2 Google analytics
- 3 Crashlytics
- 4 Google app store
- 5 Apple app store
- 6 Samsung app store
- 7 Xbox portal
- 8 PlayStation portal

**Part 11 Contracts**

[insert specified material contracts]

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**Schedule 2**

**Employees**

*[Insert list of employees – Karma to advise]*

Allens & Linklaters

**Schedule 3**

**Leasehold Property [*Karma to advise*]**

- 1 [The WA office, at Suite 40, 460 Stirling Hwy, Cottesloe WA 6011]
- 2 The Auburn Distribution Centre, at Suite E, 255 Ranson St, Auburn NSW 2144

## Allens &amp; Linklaters

## Schedule 4

Plant and Equipment [*Karma to advise*]

## Part 1: WA OFFICE, 460 Stirling Hwy, Cottesloe WA 6011

Asset No	Qty	Description
		<b>OPEN PLAN OFFICE ONE</b>
1-1	2	OFFICE DESK White 1200mm
1-2	1	27" PERSONAL COMPUTER Apple Imac S/N C02N905KF8J9.
1-3	1	27" PERSONAL COMPUTER/MONITOR Make: Apple Imac + Apple 27" LCD Display S/N: C02GX3P1DHJQ S/N: C02241D9F2GC Quickfix # 200
1-4	2	24" LCD MONITORS Make: Viewsonic VX2433
1-5	1	27" PERSONAL COMPUTER Make: Apple Imac + Apple 27" LCD Display S/N: C02HG04FDHJV S/N: C02H75FQDJGR Quickfix # 208
1-6	1	24" LCD MONITOR Make: Viewsonic VX2439
1-7	1	WHITEBOARD Mobile
1-8	6	OFFICE DESKS Corner Style 1500x1500 White Melamine
1-9	6	OFFICE CHAIRS Gas Lift, Mobile, Fabric
1-10	2	IPADS 1x 16GB Model: MA139L 1x 32GB Model: A1219
1-11	1	MOBILE PHONE 5 x Assorted Brands: Google, Samsung and Apple Condition: Used
1-12	1	22" LCD MONITOR Make: Viewsonic
1-13	2	27" LCD MONITORS Make: Dell Service Tag: 6KPX3Y1 Service Tag: 9DPX3Y1
1-14	5	FILING CABINETS Grey 4 Drawer
1-15	2	27" LCD MONITORS Make: Dell Service Tag: 6CPX3Y1 Service Tag: CCPX3Y1
1-16	2	27" LCD MONITORS

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Asset No	Qty	Description
		Make: Dell Service Tag: 2DPX3Y1 Service Tag: 35425Z1
1-17	2	27" LCD MONITORS Make: Dell Service Tag: 8NPX3Y1 Service Tag: HCPX3Y1
1-18	1	24" LCD MONITOR Make: Viewsonic VX2433
1-19	2	27" LCD MONITOR Make: Dell Service Tag: CJPX3Y1 Service Tag: 1J425Z1
1-20	2	22" LCD MONITOR Make: HP LA2206
1-21	2	OFFICE DESKS 1500mm White Melamine
1-22	6	PERSONAL COMPUTER Cooler Master Tower PC Dual Xeon (Specifications Unknown ) Quickfix # 221 - 226
1-23	1	27" LCD MONITOR Make: Dell Service Tag: HDGJX42
1-24	12	22" LCD MONITORS Make: Hewlett Packard LA2205WG
1-25	3	PERSONAL COMPUTER Make: Hewlett Packard 8200 Elite Small Form Factor Quickfix # 139, 152, 148 ( Unknown Specs )
1-26	1	OFFICE DESK White 1500mm
1-27	2	27" LCD MONITORS Make: Dell Service Tag: 8GPX3Y1 Service Tag: GJPX3Y1
1-28	1	OFFICE CHAIRSBlack Fabric Gas Lift
1-29	2	27" LCD MONITORS Make: Dell Service Tag: GM425Z1 Service Tag: CS425Z1
1-30	2	27" LCD MONITORS Make: Dell Service Tag: 2CPX3Y1 Service Tag: 3JPX3Y1
1-31	1	NOTEBOOK Make: IBM Thinkpad
1-32	3	LOCKERS 3x 12 Bay Metal
1-33	2	PERSONAL COMPUTERS Make: Hewlett Packard 8200 Elite Small Form Factor ( Unknown Specs ) Quickfix # 96 Quickfix # 50



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Asset No	Qty	Description
1-34	1	23" LCD MONITOR Make: Philips Model: 234EL2
1-35	7	22" LCD MONITOR Make: Hewlett Packard 2x LA2206, 5x LA2205
1-36	1	32" TELEVISION Make: LG S/N: 32LB6500
1-37	1	42" TELEVISION Make: Panasonic TH-42PH10AK
1-38	2	OFFICE PEDESTALS Silver 3 Drawer Mobile
1-39	1	27" LCD MONITOR Make: Apple
1-40	1	27" LCD MONITOR Make: Apple
1-41	1	PERSONAL COMPUTER Make: Asus Eee Box Azure Wave NE785H
1-42	8	FANS Pedestal
		<b>TEST BENCH</b>
1-43	1	TELEVISION Make: Sony Bravia 26" LCD Model: 26EX420
1-44	1	TELEVISION Make: LG 42" LCDS/N: 42LB5820
1-45	1	BLURAY PLAYER Make: Samsung Model: BDH6500
1-46	2	TELEVISION Make: Panasonic 32" LCD Model: THL32E30A
1-47	2	BLURAY PLAYER Make: Sony Model: BDP-S3200 Model: BDP-S370
1-48	1	BLURAY PLAYER Make: Samsung Model BDD3600
1-49	1	RECORDER Make: Humax HDR7500T S/N 9100320
1-50	1	NOTEBOOK Make: Dell Core i7 Quickfix # 217
1-51	1	NOTEBOOK Make: Dell Core i5 Quickfix # 171
1-52	1	NOTEBOOK Make: Apple Mac Book Air Quickfix # 235

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Asset No	Qty	Description
1-53	1	NOTEBOOK Make: Apple Mac Book Pro Quickfix # 214
1-54	1	NOTEBOOK Make: Dell Latitude E5410 Core i5 Quickfix # 100
1-55	1	NOTEBOOK Make: Dell Core i5 Quickfix # 104
1-56	1	NOTEBOOK Make: Dell Core i5 Quickfix # 185
1-57	1	SWITCH Make: Dlink Model:DES-1016D
1-58	1	ROUTER Make: Cisco 800 Series
1-59	1	NOTEBOOK Make: Apple Mac Book Air Quickfix # 227
1-60	9	PERSONAL COMPUTERS Make: Cooler Master Towers Core i7 ( Not In Operation )
1-61	3	PERSONAL COMPUTERS Make: Hewlett Packard Proliant ML150 Xeon Towers ( Not in Operation )
1-62	4	SETTOP BOX TiVo HD 320 gb Model: TCD663320
1-63	1	PEDESTAL Grey Melamine 3 Drawer
1-64	2	24" MONITOR Make: Asus VS248
1-65	26	PARTITIONS Grey Fabric Assorted Size
1-66	1	PRINTER Make: Zebra Label Model S4M
1-67	50	BLOCK MOUNTED PRINTS Assorted Movie Prints
1-68	9	OFFICE CHAIRS Black Fabric Gas Lift
		<b>OPEN PLAN OFFICE 2</b>
1-69	1	OFFICE BUFFET Beech Laminated 4 Door 2400mm
1-70	2	OFFICE PEDESTALS Silver 3 Drawer
1-71	1	OFFICE CABINET Beech Laminated 900mm
1-72	1	BINDER Ibico IBI Master 500
1-73	1	PRINTER

## Allens &lt; Linklaters

Asset No	Qty	Description
		HP Colour LaserJet Model: P3005DN
1-74	1	27" PERSONAL COMPUTER Make: Apple IMac
1-75	1	27" LCD MONITOR Make: Apple
1-76	1	OFFICE DESK Kidney Shaped White
1-77	1	OFFICE CHAIR Black Fabric Gas Lift
1-78	1	OFFICE PEDESTAL 3 Drawer Silver
1-79	1	OFFICE DESK Kidney Shaped White
1-80	1	OFFICE CHAIR Black Fabric Gas Lift
1-81	1	OFFICE PEDESTAL 3 Drawer Silver
1-82	2	22" LCD MONITORS Make: Hewlett Packard Model: LA2206
1-83	1	NOTEBOOK Make: Dell Core i7 XPS Quickfix # 231 ( Specs Unknown )
1-84	1	OFFICE DESK Kidney Shaped White
1-85	1	OFFICE CHAIR Black Fabric Gas Lift
1-86	1	NOTEBOOK Make: Dell Core i7 XPS Quickfix # 239 ( Specs Unknown )
1-87	2	24" LCD MONITORS Make: Viewsonic VX2433
1-88	1	OFFICE DESK Kidney Shaped White
1-89	1	OFFICE CHAIR Black Fabric Gas Lift
1-90	1	OFFICE PEDESTAL 3 Drawer Silver
1-91	1	NOTEBOOK Make: Dell Latitude E5410 Quickfix # 97 ( Unknown Specs )
1-92	1	24" LCD MONITOR Make: Viewsonic VX2433
1-93	1	OFFICE DESK White Kidney Shaped
1-94	1	OFFICE CHAIR Black Fabric Gas Lift
1-95	1	OFFICE PEDESTAL Silver 3 Drawer

## Allens &lt; Linklaters

Asset No	Qty	Description
1-96	1	OFFICE DESK Kidney Shaped White
1-97	1	OFFICE CHAIR Black Fabric Gas Lift
1-98	1	OFFICE PEDESTAL Silver 3 Drawer
1-99	3	OFFICE DESK Kidney Shaped White
1-100	1	OFFICE PEDESTAL Silver 3 Drawer
1-101	1	OFFICE CHAIR Black Fabric Gas Lift
1-102	1	24" LCD MONITOR Make: Viewsonic VX2433
1-103	1	NOTEBOOK Make: Dell Core I5 Latitude Quickfix 133 S/N F58P2R1 ( Unknown Specs )
1-104	1	OFFICE DESK Kidney Shaped White
1-105	1	OFFICE CHAIR Black Fabric Gas Lift
1-106	1	22" LCD MONITOR Make: Hewlett Packard Model: LA2205WG
1-107	1	NOTEBOOK Make: Dell Core I5 Quickfix # 109 S/N 5CJP5Q1 ( Unknown Specs )
1-108	1	OFFICE DESK Kidney Shaped White
1-109	1	OFFICE CHAIR Black Fabric Gas Lift
1-110	1	24" LCD MONITOR Make: Viewsonic
1-111	1	NOTEBOOK Make: Dell Core I5 Quickfix # 220 ( Unknown Specs )
1-112	1	OFFICE DESK Kidney Shaped White
1-113	1	OFFICE CHAIR Black Fabric Gas Lift
1-114	1	OFFICE PEDESTAL Silver 3 Drawer
1-115	1	24" LCD MONITOR Make: Viewsonic
1-116	1	NOTEBOOK Make: Dell Core I5 Quickfix # 188 ( Unknown Specs )
1-117	1	PERSONAL COMPUTER Make: Cooler Master Tower ( Unknown Specs )

## Allens &lt; Linklaters

Asset No	Qty	Description
1-118	1	SECURITY APPLIANCE Make: Cisco Model: ASA5505 Adaptive Firewall
1-119	1	TELEVISION Make: Sony Bravia 32" LCD Model: 32CX520
1-120	1	BLU-RAY PLAYER Make: Sony Model: BDPS380
1-121	1	BLU-RAY PLAYER Make: Samsung Model BDD5500
1-122	1	MODEM Make: Asus Model: RTN56U S/N D8IE4C010094
1-123	1	MODEM Make: Netgear Wireless Router Model: N600 S/N ZKW118550001S
1-124	2	CONFERENCE PHONES Make: Polycom Model: Sound Station IP6000
1-125	1	LOUNGE Red Fabric 3 Seater
		<b>OFFICE 1</b>
1-126	1	27" LCD MONITOR Make: Apple S/N: Not Visible
1-127	1	NOTEBOOK Make: Apple Mac Book Air Quickflix 213 S/N C02J4168DRVG
1-128	2	OFFICE DESKS White Laminated Approx 2400mm
1-129	2	OFFICE CHAIRS Black Fabric Gas Lift
1-130	2	PEDESTALS Silver 3 Drawer
1-131	1	WHITEBOARD Quartet 1200 x 1200mm
		<b>MEETING ROOM</b>
1-132	1	WHITEBOARD Approx 1500 x 1200mm
1-133	1	TABLE Round White 1200mm DIA
1-134	4	OFFICE CHAIRS Black Fabric Gas Lift
1-135	3	VISITORS CHAIRS White
1-136	1	PERSONAL COMPUTER Make: Hewlett Packard Small Form Factor

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Asset No	Qty	Description
		( Unknown Specs ) Quickfix # MR S/N AUD73901VV
1-137	1	24" LCD MONITOR Make: Asus
		<b>BOARDROOM</b>
1-138	1	PERSONAL COMPUTER Make: Hewlett Packard Model: 8200 Elite S/N AUD121055G
1-139	1	TELEVISION Make: Samsung 40" LCD S/N LA46C650L1FXXY
1-140	1	BUFFET 4 Door 2600mm Laminated
1-141	1	WHITEBOARD Mobile 2000 x 1800mm
1-142	1	WHITEBOARD Wall Mounted 2000 x 1800mm
1-143	4	BOARDROOM TABLE Laminated Top 1500 x 1200mm
1-144	10	CHAIRS Assorted Chairs, White and Black
		<b>OFFICE 3</b>
1-145	1	TABLE Laminated Top Approx 1500mm
1-146	4	OFFICE CHAIRS Black Fabric Gas Lift
1-147	1	OFFICE PEDESTAL Silver 3 Drawer
1-148	1	24" LCD MONITOR Make: Asus
1-149		<b>OFFICE 4</b>
	3	OFFICE DESKS Kidney Shaped White
1-150	3	OFFICE CHAIRS Black Fabric Gas Lift
1-151	2	CABINETS Godfrey Steel Silver Sliding Door 900mm
1-152	2	FILING CABINETS Black 4 Drawer Elite Built
1-153	2	CABINETS Grey Laminate 2 Door
1-154	1	LADDER Gorilla A Frame Step
1-155	1	NOTEBOOK Make: Apple Mac Book Pro S/N C02G511VDRJK Quickfix #135

## Allens &lt; Linklaters

Asset No	Qty	Description
1-156	1	27" LCD MONITOR Make: Apple
1-157	1	22" LCD MONITOR Make: Hewlett Packard Model: LA2205WG
1-158	1	WHITEBOARD Quartet 600mm
1-159	1	PEDESTAL Silver 3 Drawer
1-160	2	24" LCD MONITORS Make: Viewsonic VX2433
1-161	1	PAPER SHREDDER Make: Rexel Model: P180CD
1-162	1	PRINTER Make: Hewlett Packard Model: LaserJet CP102NW Colour
1-163		<b>KITCHEN</b>
	1	REFRIGERATOR Fisher & Paykel Fridge Freezer
1-164	1	CABINET Beech Laminate 2 Door
1-165	2	MICROWAVES Make: LG
1-166	1	TABLE Approx 1500mm
1-167	1	OFFICE CHAIR Black Gas Lift
1-168	1	CLEANING EQUIP Back Pack Vacuum and Mop Bucket
1-169	1	TABLE Round Grey Laminate Approx 1500mm DIA
1-170	4	CHAIRS Grey PU Dining
1-171	1	REFRIGERATOR Westinghouse Fridge Freezer
1-172	1	COFFEE MACHINE Saeco Royal Cappuccino
		<b>VOSCO COMMUNICATIONS DATA CENTRE, WA</b>
1-173	1	Firewall Appliance Cisco ASA 5510-BUN-K9
1-174	1	Rackmount Server HP Proliant DL360 G5
1-175	1	Telephony System Aastra MX-One Lite 1P PABX Approximately 35 x Aastra Handsets and Headsets
1-176	2	Rack PDU APC

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**Part 2: NSW OFFICE, Auburn Distribution Centre, Suite E, 255 Ranson St, Auburn NSW  
2144 [Karma to advise]**

Asset No	Qty	Description
		<b>RECEPTION AREA</b>
2-1	2	Lounge Chairs 2 seat, red fabric
2-2	1	Lounge Chair 2 seat, red fabric, steel feet
2-3	1	Coffee Table Dark timber laminate; Approx. 500 x 500mm
2-4	3	Framed Prints / Posters Movie Posters; Approx. 600 x 900mm
2-5	1	Statue Monster VS Alien, Fibreglass Approx. 1800mm(H)
2-6	1	Meeting Table Oval shaped, timber laminate; Approx. 2000mm x 1000mm
2-7	7	Meeting Chairs chrome, cantilever base
2-8	1	Shelf Unit Pigeon hole type, white laminate; Approx. 1000 x 900mm
2-9	1	Whiteboard Wall mounted; Approx. 1000 x 800mm
2-10	1	Mobile Drawer Pedestal 2 drawers, timber / black laminate
2-11	1	LCD television Sony Bravia, Model KD2-46HX800; S/No. 1739092
2-12	1	Desktop Computer System Hewlett Packard with keyboard & mouse; (QuickFlix103)
2-13	4	Framed Movie Memorabilia Assorted
2-14	1	Polycom Conference Call Unit Polycom soundstation IP600
2-15	1	Office Desk Timber & charcoal laminate, 2 drawers RMS; Approx. 1800 x 900mm
2-16	1	Mobile Pedestal 3 drawers, dark grey laminate
2-17	1	Filing Cabinet 4 drawers, black steel
2-18	1	Typist Chair Blue fabric swivel base on castors
2-19	1	Visitors Chair Black fabric on steel frame



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2-20	1	22" LCD Display Hewlett Packard Compay LA2206X
2-21	11	Framed Movie Memorabilia Assorted
2-22	1	Credenza 4 drawers, timber laminate on steel frame; Approx. 2000 x 400 x 500mm(H)
2-23	1	Meeting Table Circular, approx. 900mm dia; Timber laminate on steel frame
2-24	1	Coffee Table Circular, approx. 900mm dia; Glass top on steel frame
2-25	1	Lounge Chair 2 seat, grey fabric on timber feet
2-26	1	Visitors Chair Red fabric on steel frame
2-27	1	Shelf Unit 2 tier, mobile, dark grey laminate; Approx. 900 x 500 x 500mm
2-28	1	Bookcase Open front, timber laminate; Approx. 1400 x 900mm
2-29	1	Bookcase Open front, timber laminate; Approx. 900 x 900mm
2-30	2	Credenzas 6 drawers, white laminate, glass top, steel feet; Approx. 2000 x 600 x 400mm
2-31	1	Teleconference Unit Polycom soundstation IP600
2-32	1	Binding Machine GBC Multiband 420
2-33	1	LCD Display Sony Bravia, Model KDL-32W700B; S/No. 2652179
2-34	1	LCD Display LG, Model 42LA8600; S/No. 305KCFT14531
2-35	1	LCD Display Panasonic Vera, Model THL32E5S
2-36	1	Gaming Console Xbox 360
2-37	3	Gaming Consoles Xbox One
2-38	1	Gaming Console Sony PS4
2-39	1	Blue Ray Player Sony Model BDP-S380
2-40	1	HDMI Player Samsung Model BD-D5500/XY
2-41	1	Paper shredder

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		Fordigraph
2-42	1	HDMI Player TIVO HD; (Not in use)
2-43	2	HDMI Player Humax; (Not in use)
2-44	2	HDMI Player Samsung; (Not in use)
2-45	1	LCD Display Teac Model LDS4272F3D
2-46	1	LCD Display Samsung Model UA32ES5500
2-47	2	Office Desks rosewood Veneer; Approx. 2000 x 1000mm
2-48	1	Office Desk Dark timber veneer on steel frame; Approx. 2400 x 1000mm
2-49	2	Clerical Arm Chair Black fabric swivel base on castors
2-50	1	Typist Chair Black fabric swivel base on castors
2-51	4	Drawer Pedestal Mobile, 3 drawers
2-52	1	Filing Cabinet 4 drawers, black steel
2-53	1	Bookcase Open front, timber & charcoal laminate; Approx. 1800 x 900mm
2-54	2	Foot Stools Red vinyl
2-55	1	Laptop Computer System Dell with Core i5 processor
2-56	1	LCD Display Hewlett Packard 22"
2-57	1	Laptop Computer System MacBook Air
2-58	3	LCD Displays Asus 24"
2-59	1	Laptop Computer System Dell
2-60	2	Office Desks With Return Timber & charcoal laminate; Approx. 1800 x 900mm
2-61	1	Office Desk Timber & charcoal laminate; Approx. 1600 x 900mm
2-62	3	Mobile Drawer Pedestal 3 Drawers
2-63	1	Shelf Unit

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		Black laminate; Approx. 600 x 500 x 300mm
2-64	2	Foot Stools Red vinyl
2-65	1	LCD Display Panasonic Model TH-32E30A
2-66	1	HD Player TiVo HD
2-67	1	Blue Ray Player Sony Model BDP-S470
2-68	1	Blue Ray Player Sony Model BDP-S380
2-69	3	LCD Displays ViewSonic 22"
2-70	2	LCD Displays Asus 22"
2-71	1	Laptop Computer System Dell
2-72	1	Laptop Computer System Dell
2-73	1	Desktop Computer System Hewlett Packard
2-74	3	Frame Movie Memorabilia Assorted
2-75	2	Storage Bins Red Plastic
2-76	1	Refrigerator Westing House, top mount freezer
2-77	1	Dishwasher LG, Model LD-2120W
2-78	1	Microwave Oven Samsung Timesaver 850W
2-79	1	Coffee Machine Saeco Royal Cappuccino
2-80	1	Contingency for Kitchen Sundries including: Toaster, griller, sandwich press, coffee pod machine, kettle, crockery and cutlery
2-81	2	Dining Table Circular, 1000mm dia, white laminate
2-82	1	Coffee Table Black timber laminate
2-83	1	First Aid Kit Unedit
2-84	1	Lounge Chair 2 seater, black fabric
2-85	1	Office Table Blond timber on steel legs; Approx. 1800 x 900mm
2-86	7	Dining Chairs Chrome cantilever frame
2-87	7	Stock Shelving 3 bays double sided comprising:

## Allens &lt; Linklaters

		4 x upright, 1800 x 900mm; 48 x load beams 1600mm with particle board shelves; 480 x disc storage bins
2-88	1	Stock Shelving 1 bay single sided comprising: 2 x upright, 1800 x 500mm; 16 x load beams 1600mm with particle board shelves; 80 x disc storage bins
2-89	1	Stock Shelving 4 bays single sided comprising: 5 x upright, 1800 x 500mm; 64 x load beams 1600mm with particle board shelves; 320 x disc storage bins
2-90	1	Stock Shelving 3 bays single sided comprising: 4 x upright, 1800 x 500mm; 48 x load beams 1600mm with particle board shelves; 240 x disc storage bins
2-91	1	Stock Shelving 2 bays single sided comprising: 3 x upright, 1800 x 900mm; 32 x load beams 1600mm with particle board shelves; 320 x disc storage bins
2-92	5	Stock Shelving Work station double sided comprising: 4 x upright, 1800 x 1200mm; 30 x load beams 1600mm, approx. 7 x particle board shelves, 4 x white laminate shelves; Approx. 200 x disc storage bins
2-93	1	Stock Shelving 3 bays single sided comprising: 4 x upright, 1800 x 900mm; 32 x load beams 1600mm with particle board shelves
2-94	2	Stock Shelving Single bay comprising: 2 x upright, 1800 x 500mm; 12 x load beams 1600mm with particle board shelves
2-95	10	Stock Trolley 3 tier, black steel
2-96	21	Stock Trolley 3 tier, black / cream steel
2-97	2	Stock Trolley Move lift and stair; Orange steel
2-98	24	Office Chairs Swivel base on castors
2-99	15	Step Stool Plastic
2-100	5	Pedestal Fan Domestic
2-101	3	Office Tables Timber, black steel legs; Approx. 1400 x 900mm
2-102	3	Shelf Units Pigeon hole type, white laminate; Approx. 1200 x 1200mm

## Allens &lt; Linklaters

2-103	2	Envelope Address Printer Comprising: Feed Stacker, 3 print head, out feed conveyor, LCD display, keyboard & mouse, approx. 7,000 envelopes per hour
2-104	1	Commercial Vacuum Cleaner Festool
2-105	1	Office Table Circular, white laminate; Approx. 1000mm dia
2-106	1	Ladder Aluminium, 5ft, Cortco
2-107	1	Filing Cabinet 7 drawers, grey steel
2-108	1	Filing Cabinet 4 drawers, black steel
2-109	24	Desktop Computer System Hewlett Packard Core 2 Duo
2-110	1	Contingency for Disc Bays Bins, IT equipment; (Not in use)
2-111	1	Work Station Suit 2 staff, white & charcoal laminate
2-112	8	Disc Cleaning System Optoclear CD Buffer; VMI 3550i
2-113	1	Stock Shelving 2 bays single sided comprising: 3 x upright, 1800 x 900mm; 8 x load beams 1600mm with particle board shelves
2-114	1	Stock Shelving 1 bay single sided comprising: 2 x upright, 1800 x 1000mm; 6 x load beams 1600mm with particle board shelves
2-115	1	Stationary Cabinet 2 door grey steel; Approx. 1600 x 900mm
2-116	1	Mobile Pedestal 3 drawers, dark grey laminate
2-117	1	Draftsman Chair Black vinyl, swivel base on castors
2-118	1	Contingency for Desktop & Notebook Computers With rubbish bins; (Not in use)
2-119	1	Office Desk U shaped, white melamine on steel legs
2-120	2	Work Stations Suit 1 person, white & charcoal laminate; Approx. 1000mm high partition
2-121	1	Work Station Suit 4 person, white & charcoal laminate; Approx. 2000 x 600mm each with 1000mm high partition
2-122	2	Office Desks With Return rosewood Veneer; Approx. 1800 x 900mm

## Allens &lt; Linklaters

2-123	2	Cupboards 2 door, rosewood Veneer; Approx. 1800 x 900mm
2-124	1	Credenza 2 door, 2 shelves, rosewood Veneer; Approx. 1200 x 500 x 300mm
2-125	1	Bookcase Open front, rosewood veneer; Approx. 1600 x 900mm
2-126	1	Filing Cabinet 3 drawers, timber veneer
2-127	1	Bookcase Open front, black timber laminate; Approx. 1000 x 900mm
2-128	3	Filing Cabinets 7 drawers, grey steel
2-129	1	Plan Cabinet 5 drawers, grey steel
2-130	2	Storage Cabinets Open front, timber & white laminate; Approx. 2400 x 900 x 500mm
2-131	7	LCD Displays Asus 22"
2-132	3	LCD Displays Acer 22"
2-133	3	LCD Displays Hewlett Packard 22"
2-134	7	Desktop Computer System Hewlett Packard
2-135	1	Label Writer Dymo label writer 450
2-136	3	Blue Ray Player Samsung
2-137	1	First Aid Kit Unedit
2-138	2	Whiteboard 1200 x 900mm
2-139	6	Mobile Pedestal 3 drawers
2-140	1	LCD Display LG 22"
2-141	1	Label Printer Zebra S4M stripe
2-142	1	Printer Hewlett Packard Colour LaserJet CM2320 FMFP
2-143	1	Printer Hewlett Packard LaserJet 4350DTN
2-144	1	Filing Cabinet 2 drawers, grey steel
2-145	1	Plasma Television Panasonic View;

## Allens &lt; Linklaters

		Model TX-32LXD70A
2-146	2	Laptop Computer System Dell
2-147	1	LCD Display Viewsonic 22"
2-148	8	Office Chairs Swivel base on castors
2-149	1	Visitors Chair 2 style, green fabricated timber frame
2-150	4	Framed Memorabilia Assorted
2-151	1	Pallet Jack Reflex 2500kg
2-152	1	Removable Trolley Pneumatic tyres
2-153	1	Ladder Gorilla, 2.4m, 150kg max
2-154	1	Dust Extraction System Carbatec, dual bag, 1.5kw electric motor
2-155	2	Tool cabinet 5 drawers, steel
2-156	1	Work Bench Timber top on steel legs; Approx. 1400 x 900mm
2-157	1	Roller Conveyor On castors, approx. 1800 x 400mm
2-158	1	Pallet Racking 3 bays comprising:x 4 x upright, 4000 x 650mm; 18 x load beam, 2400mm
2-159	1	Stock Shelving 4 bays comprising:x 5 x upright, 4000 x 650mm; 20 x load beam, 1800mm with particle board shelves
2-160	1	Contingency for Office Chairs Spare parts, shelving etc.; (Not in use)
2-161	1	Trestle Table Grey plastic, approx. 1800 x 700mm
2-162	1	Air Compressor Project Air, Model TA Comp10, receiver mount

## Allens &lt; Linklaters

**Part 3 Encumbered Assets, NSW [Note: To be updated.]**

Asset No	Qty	Description
3-1	1	Walk Behind Forklift Hyster Model W25ZA2; S/No. B495N02117L; (Encumbered to De Lage Landen)
3-2	1	Delivery Truck (09/2011) Hino 300; VIN: JHHUCS3M40K001174; Model XAU710R-HKTMSQ3; 300SER C/CAB Wide 1; Rego No. BY9 6CO; With XXXX truck bodies, curtain sider body; Approx. 4 x 2.4m with bam doors; GVM: 4,495kg; Tare: 3,760; 90,459kms; (Encumbered to Capital Finance)
3-3	1	Multifunction Centre Konica Minolta Bizhub C284e; S/No. SA5C2041104388

**Part 4 Encumbered Assets, Vosco Communications Data Centre, WA [Note: To be updated.]**

Asset No	Qty	Description
4-1	1	Tape Auto Loader HP Storage Works ½ G2 LTO-5
4-2	1	Storage System HP 3 Par Insert F400 Configuration Base Includes - QR340B Service Processor 4 x 16 Bay Drive Chassis 24 x 600GB 15K Hard Drives 16 x 1TB 7K Hard Drives
4-3	2	Managed Ethernet Switch HP A5800 Series JC100A
4-4	1	Blade Server Cabinet HP BLC7000, 2 Phase, 16 x Blade Bays
4-5	7	Blade Servers HP Proliant BL460 G7 Xeon X5650 2.66 GHZ 6 Core Processor
4-6	2	Routers HP MSR3012 JG409A
4-7	2	Enet Module Switch HP BLC VC Flex-10



## Allens &amp; Linklaters

4-8	1	Firewall Appliance Cisco ASA 5510 - BUN - K9
4-9	2	San Switch HP Brocade 8/24C 8GB 24 Ports, 4 x Shortwave SFP
4-10	1	Contingency for Rack Server Components Including - Optical Cable, Rack Kits

Allens &amp; Linklaters

**Schedule 5****Stock [*Karma to advise*]**

Description	Qty	Location
Assorted DVDs/BluRays	844,000	NSW

Allens &amp; Linklaters

**Schedule 6****Subsidiary Shares**

<b>Company</b>	<b>Description</b>	<b>Number</b>
Quickfix New Zealand Limited		
Home Screen Entertainment Pty Ltd		

**Allens < Linklaters**

**Executed** in [\*]

**Executed** in accordance with section 127 of the *Corporations Act 2001* by **Quickflix Limited (Administrators appointed)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Signed by Jason Tracy** in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Signed by Richard Hughes** in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Executed by [purchaser]:**

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Director/Secretary Signature

Allens < > Linklaters

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Print Name

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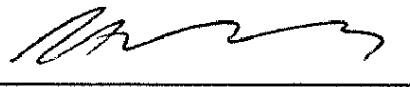
Print Name

Deed of Company Arrangement

Allens < Linklaters

Executed and delivered as a Deed.

Signed Sealed and Delivered by Jason  
Tracy in the presence of:



Signature

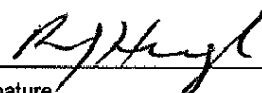


Witness Signature


JACQUELYN KALLMEYER

Print Name

Signed Sealed and Delivered by Richard  
Hughes in the presence of:



Signature



Witness Signature

Jared Glasby

Print Name

Executed as a deed by Quickflix Limited  
(Administrators appointed) by Jason  
Tracy in his capacity as Administrator of the  
Company in the presence of:



Signature



Witness Signature

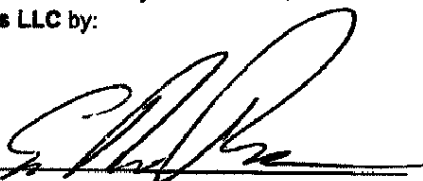
JACQUELYN KALLMEYER

Print Name

Deed of Company Arrangement

Allens & Linklaters

Executed as a deed by Karma Media Holdings LLC by:



Signature of attorney in fact

**ERIK PENCE**

Print Name

IN THE SUPREME COURT OF WESTERN AUSTRALIA

HELD AT PERTH

COR 235 OF 2016

IN THE MATTER OF QUICKFLIX LIMITED (SUBJECT TO DEED OF COMPANY  
ARRANGEMENT) (ACN 102 459 352)

B E T W E E N

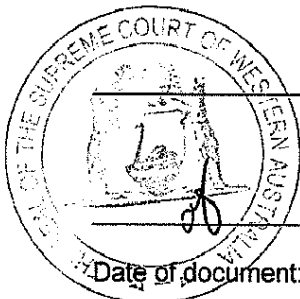
QUICKFLIX LIMITED (SUBJECT TO DEED OF COMPANY ARRANGEMENT)  
(ACN 102 459 352)

First Plaintiff

and

JASON MARK TRACY AND RICHARD JOHN HUGHES AS JOINT AND SEVERAL  
DEED ADMINISTRATORS OF QUICKFLIX LIMITED (SUBJECT TO DEED OF  
COMPANY ARRANGEMENT) (ACN 102 459 352)

Second Plaintiffs



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ORDERS OF MASTER SANDERSON ON  
13 DECEMBER 2016

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Date of document: 13 December 2016

Filed on behalf of: the First and Second Plaintiffs

Date of filing: 13 December 2016

Address for service and prepared by:

**Allens**

Lawyers

Level 37, QV.1 Building  
250 St Georges Terrace  
Perth WA 6000

DX 156 Perth  
Tel 9488 3700  
Fax 9488 3701  
Ref PZBP: 120607478

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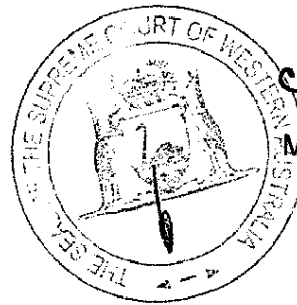
IT IS ORDERED THAT:

1. The Second Plaintiffs are granted leave to transfer all of the existing shares of the First Plaintiff to Karma Media Holdings LLC (*Proponent*) pursuant to section 444GA(1)(b) of the *Corporations Act 2001* (Cth) (*Act*) and clause 4.1 of the Deed of Company Arrangement of the First Plaintiff dated 6 October 2016 (*DOCA*).



2. The Confidential Annexures "JMT-27", "JMT-29", "JMT-33", "JMT-34" and "JMT-44" to the Affidavit of Jason Mark Tracy sworn 9 December 2016 be kept confidential and sealed by this Honourable Court until further order.
3. Costs of the application be costs in the administration of the DOCA.

BY THE COURT



*C. W. Sanderson*  
MASTER SANDERSON

16-1233

**Australian Securities and Investments Commission  
Corporations Act 2001 – Paragraph 655A(1)(a) – Exemption**

**Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraph 655A(1)(a) of the *Corporations Act 2001 (Act)*.

**Title**

2. This instrument is ASIC Instrument 16-1233.

**Commencement**

3. This instrument commences on 15 December 2016.

**Exemption**

4. Under paragraph 655A(1)(a) of the Act ASIC exempts Karma Media and its Controllers from section 606 of the Act.

**Where this instrument applies**

5. This instrument applies where:

- (a) the Deed Administrators:

- (i) made electronically available the Independent Experts' Report; and
- (ii) notified all shareholders of Quickflix that they could obtain a copy of the Independent Experts' Report from the Deed Administrators,

by way of announcement on the Australian Securities Exchange Market Announcement Platform on 18 November 2016; and

- (b) Karma Media and its Controllers acquire a relevant interest in the Shares as a result of the transfer of the Shares to Karma Media on implementation of the Court Order and pursuant to the Quickflix DOCA.

**Interpretation**

6. In this instrument:

**16-1233**

***Controllers*** mean entities or persons who by operation of section 608 of the Act acquire a relevant interest in the Shares when Karma Media acquires a relevant interest in such Shares.

***Court Order*** means the order of the Supreme Court of Western Australia dated 13 December 2016 under section 444GA of the Act, permitting the Deed Administrators to transfer the Shares.

***Deed Administrators*** means Jason Tracy and Richard Hughes in their capacity as joint and several deed administrators of Quickflix pursuant to the Quickflix DOCA.

***Independent Experts' Report*** means the Independent Experts' Report prepared by Sherif Andrawes and Adam Myers of BDO Corporate Finance (WA) Pty Ltd dated 18 November 2016.

***Karma Media*** means Karma Media Holdings LLC.

***Quickflix*** means Quickflix Limited (subject to a deed of company arrangement) ACN 102 459 352.

***Quickflix DOCA*** means the deed of company arrangement between Quickflix, Karma Media and the Deed Administrators dated 6 October 2016.

***Shares*** means all the issued ordinary shares and all the issued redeemable convertible preference shares in Quickflix.

Dated this 15<sup>th</sup> day of December 2016



Signed by Samantha Griffiths  
as a delegate of the Australian Securities and Investments Commission

## Annexure B

This is annexure B referred to in Form 603 ("Notice of initial substantial holder").

Name	Nature of association
Erik Pence, Individual	Managing Member and Director
Mr. Wizzleman, LLC	Member

Print name: ERIK PENCE

Capacity: DIRECTOR

Signature:  \_\_\_\_\_

Date: 15/12/2016